

For RHB BANK CARD CENTRE
GENERAL TERMS AND CONDITIONS FOR MERCHANTS
("TERMS AND CONDITIONS")

Reference is made to the attached **Merchant Application Form** between RHB BANK BERHAD (196501000373 [6171-M]), a licensed bank incorporated in and under the laws of Malaysia and having its registered office at Level 10, Tower 1, RHB Centre, 426 Jalan Tun Razak, 50400 Kuala Lumpur of the one part ("RHB Bank") and the party whose name, legal description and registered address are stated in **Part II of Section A of the Merchant Application Form** at the principal place of business as stated in **Part III of Section A of the Merchant Application Form** of the other part ("Merchant"). The Terms and Conditions below, the Merchant Application Form and any other description or other specifications of the services identified in any other document issued by RHB Bank and made available to the Merchant are collectively referred to herein as the "**Agreement**". The Agreement is made the day and year as stated in Section A of the Merchant Application Form.

WHEREAS the Merchant has requested and RHB Bank has at the request of the Merchant agreed to allow the Merchant to participate in the merchant arrangement through RHB Bank upon the terms and subject to the conditions of this Agreement.

The Merchant is advised to read and understand the terms and conditions of this Agreement and may contact RHB Customer Contact Centre or visit any branch of RHB Bank if the Merchant does not understand any section of the terms and conditions of this Agreement. The Merchant is bound by the terms and conditions contained in this Agreement upon the Merchant's signing and acceptance of the Merchant Application Form.

1 DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement including the recital and schedules, unless the context otherwise requires, the following words and expressions have the following meanings: -

Authorisation Centre means the authorisation centre of RHB Bank.

Authorisation Code means: -

- (a) the authorisation in code form given by the Authorisation Centre or RHB Bank in respect of the each Transaction electronically via the EDC Terminal; or
- (b) the authorisation in such other form(s) approved and stipulated by RHB Bank and notified to the Merchant and given by the Authorisation Centre or RHB Bank in respect of each Transaction via such method(s) or mode(s) as approved by RHB Bank and notified to the Merchant;

and which Authorisation Code is a condition precedent for the Merchant to supply the goods and/or services to the Cardholder.

Brands means VISA and/or MASTERCARD.

Card means: -

- (a) an authorised and unexpired VISA Credit Card, valid in all aspects, bearing such service marks, designs and styles as may from time to time be determined and issued by RHB Bank or any other bank, corporation, organisation, business entity or body whether incorporated or unincorporated authorised by VISA to issue credit cards bearing the abovementioned service marks, designs and styles; and/or
- (b) an authorised and unexpired MASTERCARD Credit Card, valid in all aspects, bearing such service marks, designs and styles as may from time to time be determined and issued by RHB Bank or any other bank, corporation, organisation, business entity or body whether incorporated or unincorporated authorised by MASTERCARD to issue credit cards bearing the abovementioned service marks, designs and styles; and/or

- (c) an authorised and unexpired combined VISA and MASTERCARD Credit Card, valid in all aspects, bearing such service marks, designs and styles as may from time to time be determined and issued by RHB Bank or any other bank, corporation, organisation, business entity or body whether incorporated or unincorporated authorised by VISA and MASTERCARD to issue credit cards bearing the abovementioned service marks, designs and styles; and/or
- (d) an authorised and unexpired Domestic Debit Card that allows the holder to purchase good and/or services at the participating merchant by debiting from card holder's nominated current account and/or saving account, as the case may be and where the context so permits include any one or more or all of the aforesaid cards;

as the case may be, and shall where the context so permits include any one or more or all of the aforesaid cards.

Cardholder means the person who has applied and to whom the Card is issued and whose signature appear thereon as an authorised user and where the context so permits, shall include:

- (1) a supplementary Cardholder; and/or
- (2) a person to whom has been issued domestic debit and/or payment card,

whichever applicable.

Card Imprinters means the card imprinter for the Sales Draft.

Charges means any amount charged to the Card by the Cardholder for any Transaction.

Confidential Information means all information in any form including but not limited to: -

- (a) All information relating to trade secrets, business operations, employees, customers, products, materials, technical knowledge and know-how of or relating to RHB Bank, a related corporation to RHB Bank, VISA, MASTERCARD, MyDebit Operator, the Payment Method, Payment Acceptance Equipment and Materials from time to time of which the Merchant becomes aware, both before and after the day this Agreement is signed;
- (b) All information in all books, records, registers, correspondences, documents or other materials obtained by the Merchant by virtue of the operation of this Agreement and copies thereof;
- (c) the terms and conditions of this Agreement and all schedules, exhibits, documents, materials and information provided by RHB Bank and copies thereof;
- (d) all information obtained from any Cardholder and/or RHB Bank by reason of the Merchant's participation in this Agreement; and
- (e) all information relating to any Payment Method, Payment Acceptance Equipment and Materials or the rejection of any authentication for whatever reason or relating to any unsuccessful Transaction for whatever reason.

Credit Vouchers means a document in the form from time to time provided by RHB Bank to the Merchant to enable the Merchant to issue credits in respect of the Charges.

Customer Information refers to any information relating to the affairs of, in particular, the account, of any particular customer of RHB Bank in whatever form including the form of a record book, register, correspondence, or other document or material.

Domestic Debit Card means validly issued domestic debit card (routed to MyDebit Services payment network) issued by an authorised bank or financial institution.

Double Swiping means it is an act of a merchant completing a second swipe of payment card at any other device after obtaining authorisation from card issuer.

DMS means Direct Merchant Settlement is a system which facilitates settlement process directly to the Merchant.

EDC Slips means a document in the form from time to time provided by RHB Bank or any other bank, corporation, organisation or business entity authorised by VISA and/or MASTERCARD to issue credit cards to the Merchant to enable the Merchant by means of a Card Imprinter to record the Charges and to evidence a transaction between the Merchant and the Cardholder.

EDC Settlement means the settlement Merchant performed by the Merchant at the EDC Terminal and have been processed by RHB Bank's system.

EDC Terminal / Terminal means

(a) the electronic draft capture terminals; or

(b) in the case of MyDebit Services, an information processing device through which MyDebit transaction messages are initiated and transmitted to RHB Bank and through which reply messages are received and transmission are completed.

Floor Limit means such sums of a Charge or a series of Charges as RHB Bank notifies to the Merchant from time to time as the maximum value of goods and/or services that the Merchant may supply to a Cardholder on any one single day at any one of the Merchant's offices and/or outlets and/or locations and/or establishments wherever situate without RHB Bank's specific authorisation for temporary ease of convenience during RHB Bank or VISA or MASTERCARD system's downtime or power failure at Merchant's premise and can only be utilized by the Merchant upon the mutual agreement of RHB Bank and the Merchant, which otherwise shall effectively be zero (0) for all Merchants and for all transactions.

Issuer means financial institution authorised by Bank Negara Malaysia to issue Domestic Debit Card.

Letter of Offer means the letter of offer that is issued by RHB Bank to the Merchant for the Merchant's participation in the merchant arrangement.

MASTERCARD means MasterCard Worldwide.

Mail Order means the purchase of goods and/or services by a Cardholder through the completion of a mail order form approved by RHB Bank and duly signed by the Cardholder.

Merchant means the party whose name, legal description and registered address are stated in **Part II of Section A of the Merchant Application Form** at the principal place of business as stated in **Part III of Section A of the Merchant Application Form** (including its employees, servants or agents identified and nominated by the Merchant and approved by RHB Bank):

(a) that contracts with and is authorised by RHB Bank; and

(b) who accepts the Card or cause its offices and/or outlets and/or locations and/or establishments wherever situated to accept the Card for payment for goods and/or services.

Merchant Discount means the merchant discount rate calculated and fixed by RHB Bank at any time and from time to time and notified to the Merchant and payable by the Merchant to RHB Bank pursuant to the provisions of this Agreement and which sums RHB Bank shall be is entitled to deduct from the amount of Charges presented to RHB Bank before payment to the Merchant of the balance of such Charges.

Merchant's Premise means the Merchant's offices and/or outlets and/or locations and/or establishments at the address stated above, or at such address(-es) which may be updated from time to time as agreed in writing by both parties.

Merchant Report means the report generated by the Merchant whether manually (in form and substance acceptable to the Merchant and RHB Bank) or by executing:

- (a) the Settlement Function; or
- (b) the relevant function on the relevant Payment Acceptance Equipment and Materials.

Merchant's Web Site means a site (location) on the World Wide Web containing a home page, which is the first document users see when they enter the site and such other additional documents and files, owned and managed by the Merchant.

MyDebit Brand means the brand, logo and marks for MyDebit.

MyDebit Operator means the payment system operator for MyDebit Services i.e. Payments Network Malaysia Sdn Bhd.

MyDebit Services means a card payment scheme that allows MyDebit Cardholders to purchase goods and/or services and withdraw cash at participating Merchant's outlet by debiting directly from the Cardholder's nominated savings and/or current account.

Operational Procedures means the Operational procedures for MyDebit which are prescribed and issued by MyDebit Operator and will include any variation, additional, amendment or modification made from time to time.

Ombudsman for Financial Services refers to the operator of the Financial Ombudsman Scheme approved by Bank Negara Malaysia (**BNM**), which functions as an alternative dispute resolution channel to resolve disputes between financial consumers and financial service providers licensed or approved by BNM, with its address at Level 14, Menara Takaful Malaysia, No 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur and which can be reached by telephone at +603-2272 2811, by fax at +603-2272 1577 or by email at enquiry@ofs.org.my

Payment Method means payment by Cardholder using either or combination of the following payment methods as payment for the Transaction:

- (a) through the use of the Card by charging to the Card account at the Merchant's Premise ("**Scheme Debit Card Acceptance Programme**"). Relevant terms and conditions governing the Scheme Debit Card Acceptance Programme are as stated in **Schedule 1**;
- (b) through the use of the Card by charging to the Card account by way of Mail Order or Telephone Order ("**Mail Order or Telephone Order Payment Acceptance Programme**"). Relevant terms and conditions governing the Mail Order or Telephone Order Payment Acceptance Programme are as stated in **Schedule 2**;
- (c) through the use of payment gateway without prior payment in cash or by cheque ("**Internet Payment Acceptance Programme**"). Relevant terms and conditions governing the Internet Payment Acceptance Programme are as stated in **Schedule 3**
- (d) through the use of the Card, as payment for the Transactions at a discount without prior payment in cash or by cheque in such number of monthly instalments as may be agreed by RHB Bank ("**Instalment Payment Plan Acceptance Programme**"). Relevant terms and conditions governing the Instalment Payment Plan Acceptance Programme are as stated in **Schedule 4**
- (e) through the use of the Card, as payment for the Transactions whereby RHB Bank is authorised by the Cardholder to charge the Card account at such intervals as may be

determined by the Merchant (“**Autobilling Acceptance Programme**”). Relevant terms and conditions governing the Autobilling Acceptance Programme shall be as stated in **Schedule 5**; and/or

- (f) initiated or processed in any other way as agreed between parties.

Payment Acceptance Equipment and Materials means: -

- (a) all relevant documents and forms, whether in electronic form or otherwise including but is not limited to the Merchant Report, supplied or approved by RHB Bank and notified to the Merchant, for the purpose of
 - (i) evidencing payment of the Transaction consummated; or
 - (ii) credits to be charged or credited to the Card account of a Cardholder;

as the case may be;

- (b) all deposit summary and other relevant documents and forms supplied or approved by RHB Bank and notified to the Merchant and which must accompany all Sales Drafts or EDC Slips or Credit Vouchers or Merchant Report presented to RHB Bank for payment pursuant to this Agreement; and
- (c) all relevant equipment including:
 - (i) electronic or mechanical equipment such as electronic draft capture terminals, or Card Imprinters supplied or approved by RHB Bank and notified to the Merchant for the purpose of authorising transactions by the use of the Card and/or printing Cardholders’ data and transactions data onto the Sales Draft or EDC Slip or Credit Voucher or Mail Order or Telephone Order form (if applicable) or Merchant Report; or
 - (ii) computer hardware, systems and software, that are payment gateway compliant, supplied or approved by RHB Bank and notified to the Merchant for the purpose of completing and validating the Transaction or printing Cardholder’s data and Transaction data onto any Credit Voucher or Merchant Report.
- (d) other equipment and materials as prescribed by RHB Bank and notified to the Merchant and shall where the context so permits include any one or more or all of the above equipment and materials.

PAYNET means Payments Network Malaysia Sdn Bhd (a partially-owned subsidiary of Bank Negara Malaysia)

PIN means in relation to Card Member, the personal identification number required to be keyed in on EDC Terminal for performing transaction.

PIN Pad means an electronic device used in any physical card-based transaction to accept and encrypt Cardholders’ personal identification number (PIN).

PIN & Pay means transaction to be processed by PIN verified.

RHB Bank means RHB Bank Berhad (Registration No. 196501000373 [6171-M]), a licensed bank incorporated in and under the laws of Malaysia and having its registered office at Level 10, Tower 1, RHB Centre, Jalan Tun Razak, 50400 Kuala, Wilayah Persekutuan, Malaysia.

RHB Customer Contact Centre means the touchpoint for matters relating to a Merchant, which can be reached by telephone at +603-9206 8118 or by email at customer.service@rhbgroup.com.

RHB Bank’s Website means the website owned and operated by RHB Bank located at the URL address www.rhbgroup.com or any other URL address informed by RHB Bank in writing.

Sales Draft means a document in the form from time to time provided by RHB Bank to the Merchant to enable the Merchant by means of a Card Imprinter to record the Charges and to evidence a transaction between the Merchant and the Cardholder by the use of the Card which includes but is not limited to the form prescribed by RHB Bank and notified to the Merchant to be used for the Instalment Payment Acceptance Programme.

Sales Draft Settlement means the Sales Draft and all the other relevant documents are received by RHB Bank and have been processed by RHB Bank's system.

Settlement Function means a pre-programmed function in the EDC Terminal or Payment Acceptance Equipment and Materials which when activated, generates the Merchant Report and automatically transmits the financial totals of the day's transactions to RHB Bank for reconciliation and payment.

Settlement Procedure means the procedures and requirements for the conduct and/or authorisation of all Transactions as determined by RHB Bank and notified to the Merchant from time to time. This includes and where applicable: -

- (a) the process where the Merchant manually accepts, check and/or mark each Transaction to select the individual purchase by the Cardholder which includes the Sales Draft Settlement; and,
- (b) the process where the Merchant electronically submits to RHB Bank the day's Charges by executing the Settlement Function.

Telephone Order means the purchase of goods and/or services by a Cardholder using a Card through the telephone.

Transactions means transactions between a Cardholder and the Merchant for the purchase of goods and/or services and the term Transaction means any one of them.

Transaction Date means the date upon which the Merchant carries out the Settlement Procedure.

Unlawful Activity means any activity deemed as unlawful or illegal by Bank Negara Malaysia, VISA, PAYNET, MASTERCARD or under any laws or regulations of Malaysia or any other country, including online betting.

VISA means Visa International Service Association with its principal office at 3125, Clearview Way, SanMateo, CA94402, United States of America.

1.2 In this Agreement, unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided: -

- (a) Words denoting one gender include all other genders and words denoting the singular include the plural and vice versa;
- (b) Words denoting persons include corporations, and vice versa, and also include their respective heirs, personal representatives, successors in title or permitted assigns, as the case may be;
- (c) Where a word or phrase is given a defined meaning in this Agreement any other part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning;
- (d) Any reference to a sub-paragraph, paragraph, sub-clause, clause, schedules or party is to the relevant sub-paragraph, paragraph, sub-clause, clause, schedules or party of and to this Agreement and any reference to this Agreement or any of the provisions hereof includes all amendments and modifications made to this Agreement from time to time in force;

- (e) Any reference to a statutory provision includes any modification, consolidation or re-enactment thereof for the time being in force, and all statutory instruments or orders made pursuant thereto;
 - (f) Any reference to "pay", or cognate expressions, include payments made in cash or by way of bank drafts (drawn on a bank licensed to carry on banking business under the provisions of the Financial Services Act 2013) or effected through inter-bank transfers to the account of the payee, giving the payee immediate access to available funds
 - (g) The word "Ringgit Malaysia", the word "Ringgit" and the abbreviation "RM" mean the lawful currency of Malaysia;
 - (h) Any reference to "writing", or cognate expressions, include any communication effected by electronic mail, telex, cable, facsimile transmission or other comparable means;
 - (i) Any reference to a "Business Day" is to a day on which RHB Bank is open for business in Kuala Lumpur and any reference to a "day", "week", "month" or "year" is to that day, week, month or year in accordance with the Gregorian calendar; and
 - (j) Any transaction or submission of any document, material, records or reports over the Internet by the Merchant to RHB Bank shall not be deemed received by RHB Bank until and unless the same is acknowledged or verifiable by RHB Bank.
 - (k) If any period of time is specified from a given day, or the day of a given act or event, it is to be calculated inclusive of that day.
- 1.3 The recital and schedules to this Agreement form part of this Agreement. If there is any conflict or discrepancy between the provisions of this Agreement and the recital and schedules, the provisions of this Agreement will prevail.
- 1.4 The headings in this Agreement are inserted merely for convenience of reference and are to be ignored in the interpretation and construction of any of the provision herein contained.
- 1.5 This Agreement is governed by and construed in accordance with the laws of Malaysia.

2 HONOUR OF THE PAYMENT METHODS AND TRANSACTIONS

- 2.1 Subject to the provisions of this Agreement, the Merchant shall permit Cardholders to use the Payment Method, as specified in the Schedules attached to this Agreement or as agreed by the parties by way of a supplementary agreement from time to time.
- 2.2 The Merchant may only accept the Payment Method as payment for purchases of goods and/or services pr sold or provided by the Merchant only.
- 2.3 Further and without prejudice to the above provisions, the Merchant shall not accept payment of:-
- (a) any debt incurred in any manner whatsoever by the Cardholder with the Merchant from a loan raised by the Cardholder through the use of the Payment Method unless such debt have been incurred by the Cardholder pursuant to an underlying trade transaction connected with the Merchant's business. If a cheque issued by the Cardholder to settle a debt incurred pursuant to any underlying transaction is dishonoured, the Merchant shall not thereafter accept payment of the same debt from the Cardholder if the Cardholder uses the Payment Method to make the payment; or
 - (b) any Unlawful Activity incurred in any manner whatsoever by the Cardholder with the Merchant.

- 2.4 The Merchant must supply the goods and/or services to Cardholders on the same terms and conditions as those terms and conditions applicable to any party making payment in cash for purchases of goods and/or services supplied by the Merchant.
- 2.5 The Merchant must comply with the Settlement Procedures and ensure that all Transactions are processed in accordance with the Settlement Procedures on a daily basis
- 2.6 The Merchant must ensure that all Payment Acceptance Equipment and Materials are used only in such manner and for such purposes as stipulated by RHB Bank from time to time and notified to the Merchant.
- 2.7 The Merchant must ensure that all documents related to the Merchant's account required by RHB Bank are submitted to RHB Bank at such times and in such manner as stipulated by RHB Bank from time to time and notified to the Merchant.
- 2.8 The Merchant agrees and undertakes: -
- (a) To ensure that all goods and/or services sold or provided by the Merchant are legally identifiable and its availability and/or supply and/or purchase and/or performance is not in breach of any laws or regulations of Malaysia or any other country.
 - (b) To ensure that the Payment Method and/or Payment Acceptance Equipment and Materials will not be misused in any way;
 - (c) To notify RHB Bank immediately if the Merchant becomes aware that any Payment Method and/or Payment Acceptance Equipment and Materials is/are being misused; and
 - (d) To assist RHB Bank with any inquiry undertaken by RHB Bank or its authorised agents in respect of the misuse of any Payment Method and/or Payment Acceptance Equipment and Materials.
- 2.9 The Merchant shall not make any statements or representations in respect of any goods and/or services which are supplied or sold by the Merchant or concerning any Payment Method or RHB Bank (whichever is applicable) which are false, incorrect, misleading or deceptive or which contain any material omission.
- 2.10 All transactions utilising the Payment Method shall be deemed concluded at the premise of the Merchant's registered address as provided herein notwithstanding that the Merchant has more than one place of business or location or wherever the Merchant is situated.
- 2.11 The Merchant must perform the Settlement Procedures at least once per day on a daily basis on or before the close of the Merchant's business.
- 2.12 The Merchant agrees and undertakes to:
- (a) Comply or procure the compliance with all legal requirements imposed on the Merchant and any of its offices and/or outlets and/or locations and/or establishments wheresoever situated pursuant to this Agreement;
 - (b) Use at all times computer hardware and software, which are reasonably secure from intrusion and misuse and which provide a reasonable level of availability, reliability and correct operation and are reasonably suited to perform their intended functions;

- (c) List accurately the cost of the goods and/or services and the delivery and/or shipping charges in Ringgit Malaysia and its equivalent in such other foreign currency or currencies acceptable to RHB Bank and the Merchant;
- (d) Offer for sale only goods and/or services that are available for delivery in the normal course of the Merchant's business, based on the type of goods and/or services being offered;
- (e) Maintain and enforce a customer service policy which provides, at a minimum, an agreement that the Merchant shall accept the return and refund to the Cardholders the price paid for any goods purchased from the Merchant which are unsatisfactory to the Cardholder within seven (7) Business Days or any of the services which is not performed within ten (10) Business Days from the scheduled date and time, in accordance with commercially reasonable practices;
- (f) Refrain from offering any goods and/or services for sale at a price lower than that which it intends to sell such goods and/or services, or from using promotional tactics which are not commercially reasonable or acceptable;
- (g) Use commercially reasonable efforts to list accurate information and to refrain from indulging in any practices that falsely inflate the strengths or capabilities of the goods and/or services available;
- (h) Sell or provide goods and/or services available only where Merchant has legal or legitimate rights to sell and market such goods or perform such services;
- (i) Refrain from libeling any competitor and from encouraging any customer or any other person to libel, or falsely disparage, any of the Merchant's competitors or other persons;
- (j) Maintain adequate and appropriate and where applicable, EDC Terminals or payment gateway compliant equipment, software, telephone services and e-mail addresses to receive communications from and to access the Transactions;
- (k) Use its best efforts to respond to purchase orders and customer inquiries received in accordance with the terms of this Agreement;
- (l) Not conduct its business in a manner that creates an unreasonable risk of loss to RHB Bank or to persons; and
- (m) Not to place any defamatory, obscene, blasphemous, infringing or otherwise illegal material on the Merchant premises, or any material which would be likely to bring the Merchant or RHB Bank or VISA or MASTERCARD or MyDebit Operator into disrepute. The Merchant agrees that RHB Bank or VISA or MASTERCARD or MyDebit Operator may remove any material which it is advised or which it reasonably considers breaches this provision. The Merchant agrees to indemnify and hold harmless RHB Bank or VISA or MASTERCARD or MyDebit Operator against any liability, costs and expenses, which RHB Bank or VISA or MASTERCARD or MyDebit Operator may incur as a result of the Merchant's breach of this provision.

2.13 In addition to the above, the following shall also be applicable for the MyDebit Services:

- (a) The Merchant may only process Transaction through the use of the Terminal and PIN Pad provided or approved by the Bank only and notified to the Merchant and not by any other mode and manner.
- (b) The Merchant must always ensure the Cardholder has the confidentiality and security to enter the Personal Identification Number (PIN) for completing the transaction.

- (c) All complete Transactions are subject to the Merchant Discount and/or any other relevant deductions from the total charges presented.
- (d) Merchant is prohibited to perform double swiping by second swipe of Domestic Debit Card at any other device.
- (e) Merchant shall permit Cardholder to perform PIN verification and/or keying in the PIN for Domestic Debit Card to request transaction to be processed via PIN & PAY.
- (f) Merchant may not require a minimum transaction amount below which Merchant may refuse to accept an otherwise valid Domestic Debit Card.
- (g) RHB Bank shall ensure that the MyDebit function on the Terminal is in working condition upon installation.
- (h) Merchant shall support all MyDebit transactions that enable the Cardholder to use their Domestic Debit Card to pay directly from their bank accounts via the Terminal and a dual –interface which supports both contact and contactless transactions.
- (i) Merchant shall ensure that their customers are aware that Domestic Debit Card payments can be made via MyDebit Services.

2.14 In relation to the Domestic Debit Card, the Merchant shall also observe additional terms and conditions as imposed by MyDebit Operator as stipulated in Schedule 6 herein and all other terms as informed to the Merchant through RHB Bank from time to time.

3 DISPLAY OF THE VISA AND/OR MASTERCARD AND/OR MYDEBIT OPERATOR AND/OR RHB BANK MARKS AND NAMES

- 3.1 The Merchant must as and when required by VISA and/or MASTERCARD and/or MyDebit Operator and/or RHB Bank (as the case may be) adequately and prominently display the “VISA” and/or “MASTERCARD” and/or “MyDebit Operator” and/or “RHB Bank” trademarks, service marks, names and designs and other promotional materials provided by the VISA and/or MASTERCARD and/or MyDebit Operator and/or RHB Bank (as the case may be) in and outside the Merchant’s offices and/or outlets and/or locations and/or establishments wherever situate or the Merchant’s Web Site (if Payment Method is by way of Internet Payment Acceptance Programme) to inform the Cardholder and the public that the Card will be honoured at the Merchant’s offices and/or outlets and/or locations and/or establishments or the Merchant’s Web Site.
- 3.2 The Merchant shall use only such materials as provided or approved in advance by RHB Bank and notified to the Merchant. Subject to the Merchant obtaining the prior and mutual agreement of VISA and/or MASTERCARD and/or MyDebit Operator and/or RHB Bank (as the case may be) in writing, the Merchant may use the “VISA” and/or “MASTERCARD” and/or “MyDebit Operator” and/or “RHB Bank” trade marks, service marks, logos, names and designs and other promotional materials on the Merchant’s premises and on advertising and on advertising, promotional, marketing, printed or broadcast materials only to indicate that the Payment Method is accepted in payment for goods and/or services on the Merchant’s premises and may only indicate, directly or indirectly, any goods or services sold or supplied by the Merchant.
- 3.3 The Merchant must not cause or permit to be done anything that may damage or endanger any VISA” and/or “MASTERCARD” and/or “MyDebit Operator” and/or “RHB Bank” trademarks, service marks, logos, names and designs or trade mark or any other intellectual property rights owned by or licensed to VISA and/or MASTERCARD and/or MyDebit Operator and/or RHB Bank.
- 3.4 The Merchant agrees to prominently display RHB Bank’s “Take-One” display boxes containing the Card application forms and any promotional materials provided by RHB Bank at the Merchant’s offices and/or outlets and/or locations and/or establishments wherever situated.
- 3.5 RHB Bank and the Merchant may from time to time conduct joint marketing and promotional program(s) for mutual business benefits of RHB Bank and the Merchant and for the Merchant to contribute payment in part or in whole towards the cost or expense of producing such advertising,

promotional, marketing, printed or broadcast materials. The Merchant will be consulted before the production of the same is authorised by RHB Bank.

- 3.6 The Merchant agrees to permit RHB Bank or any other bank, corporation, organisation or business entity authorised by VISA, MASTERCARD and MyDebit Operator, including by VISA, MASTERCARD and MyDebit Operator to include the names and addresses of all or any of the Merchant's offices and/or outlets and/or locations and/or establishments wherever situated including the Merchant's Web Site (if any) in any directories, guides or other advertising, promotional, marketing, printed or broadcast materials.
- 3.7 All "VISA" and/or "MASTERCARD" and/or "MyDebit Operator" and/or "RHB Bank" (as the case may be) trademarks, service marks, logos, names and designs and other advertising, promotional, marketing, printed or broadcast materials approved in advance or provided by VISA and/or MASTERCARD and/or MyDebit Operator and/or RHB Bank (as the case may be) appearing on the Merchant's premises or Merchant's Web Site are trademarks, service marks, logos, names and designs and other advertising, promotional, marketing, printed or broadcast materials owned by or licensed to VISA and/or MASTERCARD and/or MyDebit Operator and/or RHB Bank (as the case may be).
- 3.8 Unless permitted in this Clause or approved in advance or provided by VISA and/or MASTERCARD and/or MyDebit Operator and/or RHB Bank (as the case may be), Merchants shall not use any "VISA" and/or "MASTERCARD" and/or "MyDebit Operator" and/or "RHB Bank" (as the case may be) trademarks, service marks, logos, names and designs and other advertising, promotional, marketing, printed or broadcast materials on the Merchant's premises without the prior written authorization of VISA and/or MASTERCARD and/or MyDebit Operator and/or RHB Bank (as the case may be).
- 3.9 Except as permitted in this Clause, no licence or right, express or implied, is granted to any person under any patent, trademark or other proprietary right of VISA and/or MASTERCARD and/or MyDebit Operator and/or RHB Bank (as the case may be).
- 3.8 The Merchant agrees and undertakes to:
- (a) adequately display appropriate card trademarks, logos, names and other promotional materials provided by the Bank and/or MyDebit Operator at the Merchant's premises and/or outlets and/or establishments.
 - (b) use any of the card trademarks, logos, names and other intellectual property rights owned by or licensed to RHB Bank and/or MyDebit Operator for the Merchant's advertising and promotional campaign in accordance with the terms and conditions of this Agreement.
 - (c) not make any statement, cause or permit to be done, anything that may damage any of the card trademarks, logo, names and other intellectual property rights owned by or licensed to RHB Bank and/or MyDebit Operator.
 - (d) accept and honour all Cards when presented by Cardholders at any EDC Terminal and provide the goods and/or services on the same terms and conditions as those under which it supplies goods and/or services to persons purchasing good and/or services by means other than by Card.
 - (e) take all reasonable actions to ensure that all EDC Terminals and PIN Pads are available for use by Cardholders and adequately displayed at the Merchant's premises and/or outlets and/or establishments.

4 HOTEL SERVICE

- 4.1 In the event that the Merchant is in the hospitality/hotel industry, the Merchant agrees to participate in any hotel reservation service (“**the Hotel Reservation Service**”) forming a part of the VISA and/or MASTERCARD and/or MyDebit Operator hotel service package to guarantee reservations made by Cardholders. The Merchant’s participation in the Hotel Reservation Service shall form part of this Agreement and subject to all provisions herein contained.

5 RECORDS, STATEMENTS AND REPORTS FINAL AND BINDING

- 5.1 The Merchant agrees that all records, statements and reports issued by VISA and/or MASTERCARD and/or MyDebit Operator and/or RHB Bank including records, statements and reports in respect of the Charges is, save for manifest error, deemed to be conclusive, final and binding against the Merchant.

6 MERCHANT'S DUTY IN RESPECT OF UNACCEPTABLE CARDS

- 6.1 A Card is deemed invalid and the Merchant is under a duty and agrees and undertakes to refuse acceptance of such Card if any of the following matters or circumstances occurs: -
- (a) The expiry date of the Card has passed;
 - (b) The validity of the Card is post-dated;
 - (c) The Card has been declared by RHB Bank or its agent or by any other bank, corporation, organisation or business entity authorised by VISA and MASTERCARD to issue the Card as lost or stolen;
 - (d) The signature of the Cardholder on the Sales Draft or EDC Slip does not resemble the signature on the Card;
 - (e) Any material particular relating to the Cardholder has been omitted from the Card;
 - (f) RHB Bank or its agent or any other bank, corporation, organisation or business entity authorised by VISA and MASTERCARD to issue the Card has declared the Card invalid on account of any reason whatsoever;
 - (g) The Card has been altered, damaged, defaced, re-printed or re-embossed on the face of it in any manner whatsoever;
 - (h) The first four digits of the account number embossed on the face of the Card are not identical to the pre-printed four (4) digits appearing immediately above the aforesaid four (4) digits of the account number for all VISA Cards;
 - (i) The Card presented is a plain white plastic Card, not bearing any VISA and/or MASTERCARD trademarks or the Cardholder's information has not been embossed or encoded thereon;
 - (j) The Card does not bear such genuine distinctive hologram of VISA and/or MASTERCARD;

- (k) Where verification of the identity of the person presenting the Card is required by RHB Bank, the required identification papers could not be produced or the identity could not be verified correctly; or
 - (l) Where the Card contains a photograph of the Cardholder, the person presenting the Card does not appear to be the same person as shown in the photograph on the Card.
- 6.2 The Merchant must seek verification and obtain specific directions from RHB Bank before proceeding to complete a Card transaction if any of the following situations arises: -
- (a) the signature on the Sales Draft differs from the signature on the Card;
 - (b) the Merchant has reason(s) to believe that the Card may be counterfeit or stolen;
 - (c) there are suspicious circumstances surrounding the presentation of the Card or the proposed transaction; or
 - (d) any of the circumstances mentioned in preceding sub-clause 6.1 above or 6.2 herein.
- 6.3 If the Merchant is unable to determine the validity of a Card presented to it, the Merchant forthwith seek approval from RHB Bank by telephone or through other alternative means acceptable to RHB Bank from the source or sources nominated by RHB Bank and notified to the Merchant. Unless there is a positive verification by RHB Bank, such a Card shall not be honoured by the Merchant and where such a Card has been verified by RHB Bank to be valid, the Merchant shall record on the Sales Draft or EDC Slip RHB Bank's authorisation code and such other particulars as are deemed relevant by RHB Bank and notified to the Merchant to evidence such authorisation.
- 6.4 If the Merchant is presented with a Card which has been declared invalid, cancelled, reported lost or otherwise deemed unacceptable by RHB Bank, the Merchant shall attempt to retain the custody of such Card and return the invalidated Card cut across the account number to RHB Bank. The Merchant hereby agrees to indemnify RHB Bank against any liabilities, claims, proceedings, expenses or losses whatsoever in respect of damage to any real personal property or injuries to any persons caused by the Merchant and/or its servants and/or its agents and/or its employees in the course of carrying out its obligations hereunder. For each such Card returned to RHB Bank, the Merchant is eligible to claim from RHB Bank a reward determined by RHB Bank from time to time and notified to the Merchant.
- 6.5 If the Merchant is requested by RHB Bank to retain the Card from a Cardholder, it is understood that such request does not authorise breach of peace or any injury to persons or property. The Merchant hereby indemnifies and holds RHB Bank harmless from any liabilities, claims, proceedings, expenses or losses whatsoever for injury to persons or damage to property or breach of peace caused by the Merchant and/or its servants and/or its agents and/or its employees in retaining the Card.

7 FLOOR LIMIT

- 7.1 Where the Merchant has been provided with a EDC Terminal, the Floor Limit of the Merchant shall effectively be zero (0) in the absence of any mutual agreement between RHB Bank and the Merchant. If there is any equipment/line failure, the Merchant agrees to on each occasion request and obtain from the RHB Bank by telephone, RHB Bank's prior written agreement.

- 7.2 Where the Merchant has not been provided with a EDC Terminal, the Floor Limit of the Merchant shall effectively be zero (0), and the Merchant is responsible for obtaining the authorisation code from the Authorisation Centre for each transaction.

8 AUTHORISATION

- 8.1 Authorisation Code from the Authorisation Centre of RHB Bank is necessary in order to complete the transaction for the Payment Method and the Merchant is not entitled and must not complete any Transaction by way of any other means other than through the use of the Payment Acceptance Equipment and Materials. For the avoidance of doubt, the Merchant is not entitled and must not complete any Transaction by way of obtaining authorisation and approval through any other mode or manner.
- 8.2 Where the Merchant's offices and/or outlets and/or locations and/or establishments have been equipped with a EDC Terminal, all requests for authorisation shall be automatically dialled-up via the EDC Terminal and the Authorisation Code shall be granted on-line.
- 8.3 RHB Bank is not obliged to effect payment to the Merchant in respect of: -
- (a) any Charges for which an Authorisation Code was required but was not obtained;
 - (b) where the Authorisation Code on the Sales Draft, EDC Slips, Credit Vouchers, or Mail Order or Telephone Order form does not correspond with the RHB Bank's record of the relevant Authorisation Code issued;
 - (c) Where the Authorisation Code obtained from the Authorisation Centre has exceeded 30 days' timeframe of the Authorisation Code's validity irrespective of whether the delay caused by the Merchant was with or without intention; and/or
 - (d) Internet Payment Acceptance Programme, any Charges for which authorisation and approval was obtained by way of any other means other than through the use of the payment gateway prescribed by RHB Bank and notified to the Merchant and/or the Authorisation Code obtained through the relevant Payment Acceptance Equipment and Materials or where the authorisation and approval codes on the Charges or Merchant Report does not correspond with RHB Bank's record of the relevant authorisation and approval codes issued for the Transaction.
- 8.4 The Merchant hereby agrees that RHB Bank's record of each Authorisation Code issued and of the amount authorised will, save for manifest error be deemed to be conclusive against the Merchant as to these matters. The requirement of authorisation is for the protection of RHB Bank and the authorisation of any Charges by RHB Bank will not, unless due to the act, omission, default, negligence and/or misconduct on the part of RHB Bank and/or any of its employees, representatives and agents, constitute any warranty or representation by, or give rise to any variation, waiver or estoppels whatsoever against RHB Bank in relation to the Charges.

9 ACCEPTANCE PROCEDURE

- 9.1 The Merchant agrees to be bound by the procedures and operations guidelines prescribed by RHB Bank and notified to the Merchant when accepting or refusing acceptance of any Payment Method. The Merchant further agrees to comply to all guidelines of VISA, MASTERCARD and/or MyDebit Operator (including but not limited to Business Risk Assessment and Mitigation guidelines (BRAM), Excessive Chargeback Program guidelines (ECP), Questionable Audit Program guidelines

(QMAP), Account Data Compromise guidelines (ADC) and Payment Card Industry Data Security Standards (PCI DSS) at all times, where applicable).

- 9.2 The Merchant acknowledges that the procedures prescribed are subject to modification, revocation and supplement by RHB Bank from time to time. Any changes thereto may be given by RHB Bank in a form of a document and/or by any means of training conducted by RHB Bank (but RHB Bank has no obligation to provide any training). Where RHB specifies that any particular requirement is in order for RHB Bank to comply with requirements of VISA, MASTERCARD and/or MyDebit Operator, such statement will, save for manifest error, be conclusive of that fact and Merchant must comply strictly therewith.
- 9.3 The provision of any document setting out new or modified requirements or requirements communicated through training sessions shall be incorporated into, and where appropriate, amend the provisions hereof which are inconsistent therewith from the effective date specified.
- 9.4 The Merchant undertakes to ensure that confidentiality and security of all information including but not limited to any user data, credit card numbers of any Cardholder meets the procedures and requirements as stipulated by RHB Bank and notified to the Merchant from time to time relating to confidentiality and security.
- 9.5 The Merchant agrees and undertakes to defend, indemnify and keep indemnified and hold harmless RHB Bank, its officers, shareholders, employees, agents, and representatives, successors in title and assigns, from and against all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs and expenses whatsoever including all legal costs on solicitor and client basis, incurred or arising out of or in connection with:
- (a) Any obligation of the Merchant under this Agreement;
 - (b) The sale, purchase, possession or use of any of the Merchant's goods and/or services including any product liability claims in relation to the Merchant's goods and/or services;
 - (c) Any inaccurate, misleading or incomplete information provided by the Merchant;
 - (d) The Merchant or the Merchant's goods and/or services infringing any intellectual property rights of any third party;
 - (e) Any violation by the Merchant of any operating guidelines, applicable law or regulation including but not limited to any VISA, MASTERCARD and/or MyDebit Operator rules and regulation, Unlawful Activity and any import or export control legislations and regulations;
 - (f) Any libel, invasion of privacy, or disparagement claims by the Merchant;
 - (g) Any penalty imposed and/ or suffered by RHB Bank arising though the fault of the Merchant and/or arising from the customer of the Merchant including but is not limited the penalty from VISA and/or MASTERCARD and/or MyDebit Operator; and
 - (h) Any violation of any rights of any third party.

The Merchant agrees and undertakes that the Merchant shall not export or re-export any of the goods and services it lists for sale or is available without the appropriate approval from the relevant authorities and the requisite foreign government licenses and further agrees and undertakes that the Merchant will comply with all applicable export or import control laws and regulations of

whatever jurisdictions, including but not limited to, restrictions on the export or import of goods and/or services to and from embargoed or prohibited countries.

10 RETURNED MERCHANDISE AND ADJUSTMENTS

- 10.1 If any goods and/or services are not received or are rejected by the Cardholder after receipt or is accepted for return or if any services are not performed or is cancelled or if the prices of any goods and/or services are disputed by the Cardholder or if there is any price adjustment to be made to the prices of any goods and/or services, the Merchant shall not make any cash refund but agrees to perform one of the following: -
- (a) The Merchant shall complete a Credit Voucher by means of the Card Imprinter and the Merchant sign and date each Credit Voucher and deliver or forward a completed copy of the Credit Voucher to the Cardholder and RHB Bank within seven (7) Business Days of their respective issuance date; or
 - (b) Where the Merchant is provided with the Payment Acceptance Equipment and Materials and provided that the Merchant has not activated the Settlement Function the Merchant shall take steps to reverse or void the disputed amount already keyed in and if - the Settlement Function has already been activated or if the disputed amount has been paid by the RHB Bank to the Merchant, the Merchant shall raise a Credit Voucher in the manner provided under Clause 10.1(a) in respect of the disputed amount.
- 10.2 The Merchant agrees and undertakes to pay the RHB Bank immediately the total amount shown on each Credit Voucher raised less Merchant Discount and/or any other sums or moneys which may have been charged thereto. The Merchant further agrees and undertakes that such sum of moneys may be refunded or repaid to RHB Bank either by way of deduction from subsequent Charges submitted to RHB Bank for payment and/or debiting the Merchant's banking or other accounts maintained with RHB Bank and/or by RHB Bank exercising its right of set-off (with prior written notice of at least seven (7) days to the Merchant) and/or by RHB Bank raising a claim on the Merchant for the Merchant's immediate settlement thereafter and/or by any other means available to RHB Bank. (with notice to the Merchant).

11 SUBMISSION OF CHARGES AND MERCHANT REPORTS

The Merchant undertakes to submit all Charges and Merchant Reports and where applicable, Sales Draft or Mail Order or Telephone Order form reports exclusively to RHB Bank and must present to RHB Bank, all such documents duly completed in the manner required by this Agreement by the next Business Day from the Transaction Date, in such manner and at such place as RHB Bank may from time to time designate to the Merchant. RHB Bank may not accept any such documents presented including those presented beyond the said period. The Merchant must deliver together with such document, a deposit summary listing out therein the total amount of the Charges and Credit Vouchers and Mail Order or Telephone Order form (if applicable) and the respective net totals thereof.

12 PAYMENT

- 12.1 In order for RHB Bank to effect payment to the Merchant, the Merchant is required to open and maintain a banking account with any branch of RHB Bank. The Merchant undertakes to ensure there is sufficient funds at all times in such account in order that that RHB Bank may at any time and from time to time make the relevant deductions including charges payable to RHB Bank and any other sum of moneys (if any) owing by the Merchant to RHB Bank in accordance with the provisions of this Agreement.

- 12.2 The Merchant may, by giving prior written notice of at least seven (7) Business Days days to RHB Bank, change the Merchant's banking account with RHB Bank to another branch of RHB Bank.
- 12.3 RHB Bank is not liable for any loss or damage incurred or suffered by the Merchant arising as a consequence of the Merchant giving or furnishing an incorrect banking account details to RHB Bank and the Merchant undertakes to inform RHB Bank of any error in the details of the Merchant's banking account with RHB Bank as soon as the Merchant becomes aware of the error.
- 12.4 The Merchant is obliged to adhere to the following:
- I) Merchant is responsible for performing EDC Settlement at least once a day on the days that there are Charges approved and still resides in the EDC Terminal that is supplied by RHB Bank (if applicable).
 - II) Merchant is responsible for performing Sales Draft Settlement at least once a day on the days that there are Charges approved (if applicable).
 - III) Should there be discrepancies in the net payment made by RHB Bank to the Merchant, the Merchant is responsible for informing RHB Bank officially in writing within 14 Business Days upon Settlement Procedure, failing which the net payment made to Merchant is, save for manifest error, good and correct.
- 12.5 The Merchant must carry out a reconciliation of the Charges, Merchant Report, Mail Order or Telephone Order form (if the Payment Method used is Mail Order Acceptance Programme) and Sales Draft and highlight any discrepancies or irregularity or inaccuracies to RHB Bank as soon as possible but in any event not later than 14 Business Days after the date of the Transaction. If no discrepancies, irregularity or inaccuracies are highlighted within the aforesaid time period, RHB Bank may refuse any request from the Merchant to carry out any investigations on any discrepancies or irregularity or inaccuracies referred to RHB Bank and/or make any adjustments. If RHB Bank decides to carry out any investigations on any discrepancies or irregularity or inaccuracies and/or make any adjustments, the Merchant must bear and pay to RHB Bank as and when required all charges and costs in respect of such investigations and/or adjustments as RHB Bank may incur or levy and notified to the Merchant including but not limited to any charges, costs and penalty interests for late settlement and/or adjustments that may be levied by RHB Bank.
- 12.6 Subject to the provisions of this Agreement including any provisions relating to withholding of payment and charge backs and provided that the terms and conditions of this Agreement are observed in relation to each Charge, RHB Bank agrees to pay to the Merchant an amount equal to the amount of each Charge made less the Merchant Discount, all other relevant deductions including charges payable to RHB Bank and any other sum of moneys (if any) owing by the Merchant to RHB Bank.
- 12.7 Any payments due from RHB Bank to the Merchant for any Card transaction will be credited directly to the Merchant's banking account maintained with RHB Bank. Any payment due from the Merchant to RHB Bank may be recovered by RHB Bank by way of deduction from subsequent Charges submitted to RHB Bank for payment and/or debiting the Merchant's account maintained with RHB Bank and/or by RHB Bank exercising its right of set-off (with prior written notice of at least seven (7) days to the Merchant) and/or by RHB Bank raising a claim on the Merchant for the Merchant's immediate settlement thereafter and/or by any other means as available to RHB Bank.(with notice to the Merchant)
- 12.8 All figures are subject to the final audit and check by RHB Bank and the Merchant agrees that in the case of any discrepancies or irregularity or inaccuracies, all records, statements and reports issued by RHB Bank including records, statements and reports in respect of the Charges is, save

for manifest error, deemed to be conclusive, final and binding against the Merchant as to the matters contained in such records, statements and reports and RHB Bank may with prior notice and valid reasons to the Merchant alter or amend the Merchant Report or deposit summary or any other documents accordingly.

- 12.9 The total amount shown on the Merchant Report (including any applicable taxes and other relevant sums) will be subject to the Merchant Discount and the relevant deductions including charges and penalties payable to RHB Bank and any other sum of moneys (if any) owing by the Merchant to RHB Bank in accordance with the provisions of this Agreement. All payment by RHB Bank in respect of the Charges will be made in Ringgit Malaysia or its equivalent in Ringgit Malaysia at such conversion rate as determined by RHB Bank and as notified to the Merchant.
- 12.10 Payment by RHB Bank does not constitute confirmation that the Transactions are accepted according to the terms and conditions stated in this Agreement or any procedures and requirements as may be stipulated by RHB Bank and notified to the Merchant from time to time including the Settlement Procedures or are free of any discrepancy, irregularity or any violation ,if any discrepancy, irregularity or violation of a Transaction was not capable of being discovered by RHB Bank at the prior to or at the time of payment by RHB Bank.
- 12.11 In the event of a breach or violation by the Merchant of any of the terms of this Agreement (including **but not limited to**, any Unlawful Activity, non-payment of any fees/charges due by the Merchant to RHB Bank, or any suspected fraud or non-compliant transactions investigated based on RHB Bank's existing internal processes and/or policies), the Merchant agrees that RHB Bank may:
- (a) claim back from the Merchant any payments made to the Merchant and such sum of moneys may be refunded or repaid to RHB Bank on demand by RHB Bank by way of deduction from subsequent Charges submitted to RHB Bank for payment;
 - (b) debit the Merchant's account (with prior written notice of at least seven (7) days to the Merchant) maintained with RHB Bank;
 - (c) deduct from subsequent Transactions submitted to RHB Bank for payment
 - (d) raise a claim on the Merchant for the Merchant's immediate settlement thereafter; and/or
 - (e) pursue any other means available to RHB (with notice to the Merchant).
- 12.12 If the Merchant's current or banking account maintained with RHB Bank has insufficient funds available therein, RHB Bank reserves the rights to earmark and/or debit the Merchant's current or banking account with a partial amount and/or deduct from subsequent Transactions submitted to RHB Bank for payment. The Merchant agrees that RHB Bank has full recourse to recover any payment made to the Merchant for any Transaction charged back in the event of any breach or violation by the Merchant of terms and conditions of this Agreement.

13. TAXES

- 13.1 Unless expressly stated otherwise, all fees or other sums payable by the Merchant to RHB Bank under or in connection with the Agreement are exclusive of any other taxes as imposed by the relevant authorities from time to time on the Merchant ("**Taxes**") and the same shall be borne and paid by the Merchant at the same time the said fees or other sums is payable.
- 13.2 All arrangements on Taxes herein are subject to the prevailing laws and regulations.

14. WITHHOLDING OF PAYMENT

- 14.1 If any Charges, supporting EDC Slips, Sales Drafts, Mail Order or Telephone Order forms and/or Merchant Report and all other relevant documents presented to RHB Bank for payment by the Merchant or the sale of any goods and/or the performance of any services or the use of the Payment Method:
- (a) contain Transactions accepted not according to conditions and procedures stated in this Agreement including but not limited to any Unlawful Activity or any procedures and requirements as may be stipulated by RHB Bank and notified to the Merchant from time to time including but not limited to the Settlement Procedures or
 - (b) contain any irregularity of whatsoever description, whether such discrepancy, irregularity or inaccuracy is attributed to: -
 - (i) any act of forgery or fraud or otherwise; or
 - (ii) non-payment of fees/charges levied by RHB for terminal rental or e-commerce fees; or
 - (iii) the sale of any goods and/or the performance of any services or the use of any Payment Method involves a violation of any law or the rules of VISA, PAYNET, MASTERCARD, any governmental agency, local or otherwise, including non-settlement by the Merchant to RHB Bank within thirty (30) days from date of each Charges and/or Transaction and/or whether such irregularity is attributed to any act of forgery or otherwise,

RHB Bank may withhold payment until RHB Bank has examined and verified acceptable supporting documentation and/or conducted investigations and is thereafter satisfied that this is not the case. If RHB Bank has made the payment, Clause 12.11 above will apply. Despite this, payment may be made by RHB Bank to the Merchant if: -

- (a) such irregularity or violation has been referred to and rectified by the relevant Cardholder and/or by the Merchant (and in writing where applicable); and
- (b) the Merchant reimburses RHB Bank for any cost and expenses which has been incurred thereof by RHB Bank or paid to RHB Bank any payment which RHB Bank is entitled to pursuant to the terms of this Agreement.

15. COLLECTION ITEMS

- 15.1 RHB Bank will use its best endeavours to collect on behalf of the Merchant the amount due on any Charges which have not complied with the conditions and procedures stated in this Agreement but RHB Bank may impose a collection fee for each of the Charges successfully collected. The collection fee will be notified to the Merchant and will vary according to the transaction amount recorded on the Charges or EDC Slip or the Sales Draft or the Mail Order or Telephone Order form or the Merchant Report. RHB Bank will pay the Merchant the amount of any Charges whether the Charges or EDC Slip or Sales Draft, Mail Order or Telephone Order forms or the Merchant Report and/or all the other relevant documents including but is not limited to the Credit Voucher presented on collection basis once the said amount has been received by RHB Bank. The Merchant hereby agrees that RHB Bank may deduct (by notice to the Merchant) the Merchant Discount and the collection fee from such sums received by RHB Bank before remitting the balance sum to the Merchant.
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16. MERCHANT DISCOUNT

- 16.1 Unless otherwise agreed to by RHB Bank in writing, the Merchant shall pay to RHB Bank Merchant Discount as stated in the Letter of Offer and all other relevant charges or any other sum of moneys (if any) as informed by RHB Bank to the Merchant from time to time (provided that 21 days prior notice and reasons are furnished to the Merchant). The Merchant Discount, relevant charges and other sum of moneys (if any) will be deducted by RHB Bank before the Merchant is paid on each occasion. For the purpose of this Agreement, the Merchant has chosen terminal routing as stated in Part IV of **Section A of the Merchant Application Form**. In the absence of any confirmation from the Merchant on the preferred debit network terminal routing, the Merchant agrees that RHB Bank may route all Merchant's transactions to the lowest cost available at the point of transaction.
- 16.2 The Merchant Discount is subject to review by RHB Bank and the Merchant will be notified of any changes in respect of the Merchant Discount and such changes will be effective on the day falling one (1) month after notification to the Merchant of such changes and any changes in respect of all other relevant deductions including Charges payable to RHB Bank shall be effective on the date of notification to the Merchant of such changes. The review of the Merchant Discount, if any, would be notified to Merchants via electronic mail and/ or letter and/ or fax and/ or any other channels deemed acceptable by RHB Bank and still serve as a valid mode of informing the Merchant of such revision.
- 16.3 In the event that VISA or MASTERCARD or MyDebit Operator requires access to the Merchant for purpose of verifying the Merchant Discount opted by the Merchant under this Agreement, the Merchant agrees and authorises RHB Bank to disclose all relevant Confidential Information to enable VISA or MASTERCARD or MyDebit Operator to contact the Merchant for such verification.

17 RETENTION OF RECORDS

- 17.1 The Merchants shall preserve all records pertaining to the Charges, Sales Drafts, EDC Slips, Credit Vouchers and Merchant Report and all other documents including but not limited to relative invoices, purchase orders, delivery orders and other documents on which the Charges are raised for a period of at least eighteen (18) months from the date of the Charges having been made.
- 17.2 The Merchant shall permit RHB Bank, its employees and/or its agents at any time upon service of reasonable notice to examine any such documents. The Merchant shall within three (3) Business Days of a request by RHB Bank, produce their copy of the Sales Draft or EDC Slip and Credit Vouchers and Merchant Report and all other documents to RHB Bank.

18 PAYMENT ACCEPTANCE EQUIPMENT AND MATERIALS

- 18.1 Each electronic or mechanical equipment and forms including but not limited to Card Imprinter, EDC Terminal or Payment Acceptance Equipment and Materials supplied to the Merchant or any of the Merchant's offices and/or outlets and/or locations and/or establishments wherever situate by RHB Bank under this Agreement including the intellectual property rights to any software, hardware, systems and architecture remain at all times the property of RHB Bank. The Merchant agrees and undertakes to deliver or procure the delivery to RHB Bank upon demand or termination of this Agreement all such electronic or mechanical equipment and forms supplied by RHB Bank. Save for reasonable wear and tear, the Merchant agrees and undertakes to bear the cost of repairs and replacement of spare parts arising from any negligent damage, unauthorised use, abuse or misuse of the Payment Acceptance Equipment and Materials.
- 18.2 The Merchant agrees and undertakes:
- (a) To provide its own and adequate facilities (including telecommunication facilities)

necessary for the use of the Payment Acceptance Equipment and Materials (which RHB Bank accepts no responsibility for any deficiency in the Merchant's facilities) and to bear all installation charges for any telephone line(s) installed at any of the Merchant's offices and/or outlets and/or locations and/or establishments wherever situated which are required for the relevant Payment Acceptance Equipment and Materials as well as the operating charges in respect of such telephone line(s);

- (b) To carry out all refurbishment and other work necessary to permit RHB Bank to install and ensure the operation of the Payment Acceptance Equipment and Materials;
- (c) To allow RHB Bank (or its representatives) to enter into the Merchant's offices and/or outlets and/or locations and/or establishments wherever situated to install, inspect, repair, service or remove any Payment Acceptance Equipment and Materials at any reasonable time;
- (d) To take all necessary precautions to prevent the failure, loss, theft, misuse and/or tampering of any Payment Acceptance Equipment and Materials and to notify RHB Bank of the failure, loss, theft, misuse and/or tampering of any Payment Acceptance Equipment and Materials immediately by telephone and in writing by the next Business Day after becoming aware of such failure, loss, theft, misuse and/or tampering, as the case may be, and to bear the cost of replacing and the cost of any lost or stolen or damaged or tampered Payment Acceptance Equipment and Materials and all costs of repairs;
- (e) Not to sell, assign or sub-lease any Payment Acceptance Equipment and Materials or allow any third party to acquire rights in or over any Payment Acceptance Equipment and Materials by way of encumbrance or otherwise or allow any third party to use any Payment Acceptance Equipment and Materials without RHB Bank's prior written consent;
- (f) Not to do any act or allow any omission which would be likely to jeopardise RHB Bank's ownership of any Payment Acceptance Equipment and Materials or rights of access, repossession or disposition of any Payment Acceptance Equipment and Materials under this Agreement or otherwise;
- (g) To prevent any misuse and/or any tampering (including any attempt to do so) of any Payment Acceptance Equipment and Materials including but not limited to any illegal modifications or reverse engineering or decompilation or recompilation to or misuse of any Payment Acceptance Equipment and Materials or removal, concealment or alteration of any markings attached to any Payment Acceptance Equipment and Materials which indicates RHB Bank's ownership and if the misuse and/or tampering affects the operative condition of any Payment Acceptance Equipment and Materials, to indemnify any damage, loss and costs incurred or arising as a consequence of such actions;
- (h) To obtain the prior written approval of RHB Bank before the Merchant carries out any interface and/or modification works to any Payment Acceptance Equipment and Materials and to bear all costs and expenses for the abovementioned interface and/or modification works;
- (i) To only operate and/or use the Payment Acceptance Equipment and Materials in accordance with RHB Bank's directions and instruction from time to time and as notified to the Merchant;
- (j) Not to make the Payment Acceptance Equipment and Materials content available via a networked computer system or equivalent, including, but not limited to any third party's Intranet and Extranet or utilize data warehousing in relation to the Payment Acceptance Equipment and Materials, unless written approval is obtained from RHB Bank, which

approval may not be unreasonably withheld;

- (k) To bear all costs and make relevant payment to RHB Bank (including but not limited to terminal rental charges/fees and ecommerce charges/fees by RHB) which is associated with the Merchant using and/or ceasing to use the Payment Acceptance Equipment and Materials or altering the Payment Acceptance Equipment and Materials and all costs incurred arising from or incidental to any supply, discontinuance or renewal;
- (l) Not to use or disclose any components of the Payment Acceptance Equipment and Materials, including, without limitation, any data or documentation, in any litigation or legal, judicial or administrative proceeding unless RHB Bank agrees otherwise in writing in advance;
- (m) Not to use the Payment Acceptance Equipment and Materials for any Unlawful Activity;
- (n) Not to use the Payment Acceptance Equipment and Materials after the expiry or termination of this Agreement; and
- (o) As and when required by RHB Bank to execute all such documents (if any) as notified to the Merchant for the provision of Payment Acceptance Equipment and Materials.

18.3 The Merchant agrees that RHB Bank is not liable to the Merchant for any loss or damage whatsoever and however arising suffered or incurred by the Merchant due to the act, omission, default, negligence and/or misconduct on the part of the Merchant, whether directly or indirectly in respect of the Merchant's use of any Payment Acceptance Equipment and Materials or participation in this Agreement, including but not limited to any of the following:

- (a) For any system or equipment malfunction including any tampering to any systems or equipment and any Payment Acceptance Equipment and Materials relevant to this Agreement.
 - (b) For any loss caused by the failure of any systems or equipment or any Payment Acceptance Equipment and Materials to complete any Transaction, in accordance with any customer's instruction.
 - (c) For any loss due to a computing error.
 - (d) For any loss or theft of or damage to any Payment Acceptance Equipment and Materials.
 - (e) For any amounts due from the Cardholder in connection with the purchase of goods and/or services from the Merchant.
 - (f) For any damages arising from the sale by the Merchant or the purchase by the Cardholder of any goods and/or services supplied by the Merchant.
 - (g) Any consequential, exemplary, indirect, incidental or special damages, including but not limited to any lost profits, savings or revenues arising out or in connection to this Agreement, whether under tort, contract or other theories of recovery, including without limitation as a result of inoperability or malfunction of any computer hardware or software or system, any delay in the correction or repair of any malfunction, or otherwise resulting from or relating to the Merchant's use of the Payment Acceptance Equipment and Materials or the Merchant's operation of any computer hardware, software or system.
-

19 SURCHARGE, PREFERENCE AND MINIMUM CHARGES AMOUNT

- 19.1 The Merchant shall only charge the Cardholder the displayed or listed price or the cost price of the provisions of goods and/or services and any delivery or shipping charges as informed by the Merchant. The Merchant agrees and undertakes that it will not under any circumstances whatsoever levy a surcharge on a Cardholder to pay any part of the Merchant Discount by any increase in price or otherwise by any other manner whatsoever. RHB Bank reserves the right to claim back the surcharge amount upon receipt of documentary evidence that a surcharge has been levied by way of deduction from subsequent Charges submitted to RHB Bank for payment and/or debiting the Merchant's account maintained with RHB Bank and/or by RHB Bank exercising its right of set-off (with prior written notice of at least seven (7) days to the Merchant) and/or by RHB Bank raising a claim on the Merchant for the Merchant's immediate settlement thereafter and/or by any other means available to RHB Bank. (with notice to the Merchant).
- 19.2 The Merchant must not in any way:
- (a) Indicate a greater preference for any particular method of settling the displayed or listed price or the cost price of the provision of goods and/or services other than by the use of the Payment Method;
 - (b) Solicit or promote any other methods more actively than by the use of the Payment Method;
or
 - (c) To the extent permitted by laws, honour any other methods on terms more favourable than the terms under which the Merchant accepts the use of the Payment Method.
- 19.3 The Merchant shall honour any Charges amount and shall not impose any minimum Charges amount whatsoever to a Cardholder who wants to pay for the goods and/or services, by charging their Card.

20 CASH PAYMENTS AND CASH DISBURSEMENTS

- 20.1 A Merchant shall not at any time subsequent to the completion of a sales transaction in which a Payment Method has been accepted in payment for goods and/or services, receive or procure the receipt of any cash or cheque payments from the relevant Cardholder in respect of any such goods and/or services. Any refunds or adjustments are subject to the provisions herein contained in this Agreement. The Merchant shall not under any circumstances whatsoever make any cash advances to any Cardholders unless specifically authorised in writing by RHB Bank.

21 CARDHOLDER COMPLAINTS

- 21.1 The Merchant agrees that RHB Bank is not and will not be responsible to the Cardholders in any way or manner whatsoever for any goods and/or services supplied by the Merchant. It shall be the obligation of the Merchant to resolve any disputes between the Merchant (or any of the Merchant's offices and/or outlets and/or locations and/or establishments wherever situate) and the Cardholders amicably and promptly.
- 21.2 The Merchant must respond to each Cardholder's inquiry no later than the end of the next Business Day following the day of the Cardholder's inquiry is delivered to the Merchant and the Merchant may conduct subsequent communications with the Cardholder by telephone, mail, facsimile, in-person call or other means.
- 21.3 Where any Transaction is disputed for any reason whatsoever, the loss shall be borne by the

Merchant and RHB Bank shall not, unless such loss is due to the act, omission, default, negligence and/or misconduct on the part of RHB Bank and/or any of its employees, representatives and agents, pay the Merchant for such disputed Transaction. The Merchant is liable to forthwith refund RHB Bank the full amount of any payment received by it or on its behalf relating to such disputed Transaction from RHB Bank. Further, where RHB Bank has paid the Merchant the amount of a disputed Transaction, RHB Bank may with at least seven (7) days' prior notice to the Merchant set off such amount paid against any amount payable to the Merchant upon RHB Bank's becoming aware of the dispute.

- 21.4 In the event that any investigation is required to be conducted by RHB Bank due to any dispute or allegation of fraudulent transaction reported to RHB Bank, the Merchant shall at their own costs to assist to furnish all relevant information and documents as requested and to fully cooperate with RHB Bank to facilitate the relevant investigation into such dispute or fraudulent transaction.
- 21.5 In the event that it is required to protect the integrity of MyDebit Services, the Merchant agrees to take any measures that RHB Bank and/or MyDebit Operator deemed as reasonably necessary to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected.

22 CHARGEBACK

22.1 In the event of:

- (a) a breach or violation by the Merchant of any of the terms of this Agreement including any Unlawful Activity;
- (b) a dispute of any Transaction between the Merchant and the Cardholder;
- (c) a dispute between the Merchant and RHB Bank; and/or
- (d) a dispute between the Cardholder and RHB Bank,

the Merchant agrees that RHB Bank may:

- (i) charge back of the Transaction and the Charges in dispute;
- (ii) immediately deduct from subsequent Charges submitted to RHB Bank for payment;
- (iii) Debit (with notice to the Merchant) the Merchant's banking account maintained with RHB Bank;
- (iv) raise a claim against the Merchant for the Merchant's immediate settlement thereafter; and/ or
- (v) pursue any other means available to RHB Bank (with notice to the Merchant);

for the total amount of the Charges that is in breach or that is subject to a charge back less the Merchant Discount, and any other relevant deductions including any charges payable to RHB Bank.

22.2 If the Merchant's banking account has insufficient funds available, RHB Bank may:

- (a) debit the Merchant's account with RHB Bank with a partial amount; and/or
- (b) deduct from subsequent Charges submitted to RHB Bank for payment.

22.3 Without prejudice to any other rights and remedies of RHB Bank, the Merchant agrees and undertakes with RHB Bank that Merchant is fully liable and will reimburse RHB Bank upon demand the total face amount of any Transactions upon demand by RHB Bank for any charge back as a result of the scenarios mentioned in Clause 22.1 and in addition, including but not limited to the following scenarios: -

- (a) the Cardholder has cancelled the purchase of any goods and/or services, whether or not a Credit Voucher or credit slip has been raised by the Merchant and delivered to RHB Bank;
- (b) the Cardholder did not receive the goods and/or services including but not limited to any merchandise;
- (c) the Cardholder claims that the transactions have been improperly drawn or executed without the Cardholder's authority;
- (d) the Cardholder disputes the sale and/or quality and/or delivery of any goods and/or services or the performance or quality of services or denies liability for whatever reason;
- (e) the Merchant violates the procedures including Card acceptance procedures as set by VISA and/or MASTERCARD and/or MyDebit Operator;
- (f) the Merchant violates any applicable law or regulation including but not limited to any Unlawful Activity;
- (g) the Merchant and/or the Cardholder has in the reasonable opinion of RHB Bank, committed and/or been involved in fraud and/or forgery
- (h) the Transaction is incomplete and was or has been discovered to be illegal;
- (i) the authorisation code of any Transaction on the Sales Drafts, Charges, Mail Order or Telephone Order form or Merchant Report does not correspond with RHB Bank's record or the records of VISA, MASTERCARD, MyDebit Operator or any other affiliate;
- (j) the Card concerned is found to have expired or is invalid for any reason whatsoever;
- (k) the Transaction is found to be a cashcash disbursement, cash refund or cashcash payment;
- (l) the Transaction is found to be for sale of merchandise or services prohibited by law;
- (m) an act of default by the Merchant of its obligations as contained herein of whatsoever nature and however arising;
- (n) the Transaction is found to be a circumstance constituting a breach of any term, condition, representation, warranty or duty of Merchant hereunder;

- (o) sale of any goods or the performance of services, or use of a Card thereof involves a violation of law or the rules and regulations of any governmental or other authority and/or rules and regulations of MASTERCARD or VISA or MyDebit Operator or otherwise, including Unlawful Activity and any import or export control legislations and regulations;
- (p) any inaccurate, misleading or incomplete information provided by the Merchant;
- (q) the Merchant or the Merchant's goods and/or services infringing any intellectual property rights of any third party;
- (r) any libel, invasion of privacy, or disparagement claims by the Merchant;
- (s) any penalty imposed and/ or suffered by RHB Bank arising though the fault of the Merchant and/or arising from the customer of the Merchant including but is not limited to the penalty from VISA and/or MASTERCARD and/or MyDebit Operator; and
- (t) any violation of any rights of any third party.

22.4 The Merchant shall furnish all relevant information within seven (7) days upon request to assist RHB Bank to facilitate the relevant investigation on the disputed Transactions, fraudulent Transactions, request and refund based on procedures as stated in this Agreement.

23 SUSPENSION

23.1 In the event of a breach or violation by the Merchant of any of the terms of this Agreement (including any Unlawful Activity, non-payment of any fees/charges due by the Merchant to RHB Bank, or any suspected fraud or non-compliant transactions investigated based on RHB Bank's existing internal processes and/or policies), RHB Bank may suspend the operation of this Agreement by serving a suspension notice ("**the Suspension Notice**") on the Merchant. If the Suspension Notice is not revoked by RHB Bank within seven (7) Business Days from the date of the Suspension Notice, this Agreement is deemed to be terminated immediately on the seventh (7th) Business Day from the date of the Suspension Notice.

23.2 The Suspension Notice to the Merchant will state the reasons for the suspension and RHB Bank is not liable to indemnify the Merchant for any loss, cost or damage as a result of the suspension or termination of this Agreement pursuant to Clause 23.1 above.

23.3 In relation to the MyDebit Services, RHB may suspend the participation of the Merchant in the MyDebit Services by giving notice in writing specifying the suspension date and any reasons and conditions applicable to the suspension under the following circumstances:

23.3.1 the Merchant has breached terms and conditions in relation to MyDebit Services as stated in this Agreement or any applicable guidelines, regulations, circular or laws;

23.3.2 The Merchant fails to remedy the breach described in Clause 23.3.1 to RHB Bank's reasonable satisfaction;

23.3.3 the Merchant has inadequate operational controls or insufficient risk management processes, resulting in potential threats or risk to the stability, integrity, safety, security and efficiency of the MyDebit Services;

- 23.3.4 Court order affecting the legal status of the Merchant or its ability to perform and comply with the terms and conditions of this Agreement;
 - 23.3.5 An application is made to the court either voluntarily or involuntarily for an order that the Merchant be wound up;
 - 23.3.6 The Merchant is deemed unable to pay its debt and should be wound up under statutory laws; or;
 - 23.3.7 The Merchant is suspected on reasonable ground that it is facilitating, involved in, has committed or will commit fraudulent act(s) in connection with the MyDebit Services;
 - 23.3.8 RHB Bank has received complaints from other merchant(s), other Issuer or Cardholder that the Merchant is engaging in fraudulent activity in connection to the MyDebit Services; or
 - 23.3.9 The Merchant has been suspended from the MyDebit Services by other participant(s) of the MyDebit Services.
- 23.4 Upon suspension of the Merchant in the MyDebit Services:
- 23.4.1 The services provided under the MyDebit Services will be suspended immediately;
 - 23.4.2 The Merchant will no longer be able to offer MyDebit Services;
 - 23.4.3 The Merchant will stop accepting payments from any other participant(s) of the MyDebit Services/MyDebit Operator (through DMS);
 - 23.4.4 The Merchant must cease all promotional and advertising that is related or can be perceived to be related to MyDebit Services;
 - 23.4.5 The Merchant must remove all MyDebit Brand from the Merchant's marketing collaterals, channels and website; and
 - 23.4.6 The Merchant must take all reasonable steps to comply with any directions of RHB Bank to minimise the impact of suspension on Cardholders.

24 TERMINATION

- 24.1 This Agreement may be terminated by either party giving to the other party at least thirty (30) days prior notice in writing.
- 24.2 Without prejudice to any other provisions of this Agreement, RHB Bank may give notice to the Merchant to immediately terminate this Agreement: -
 - (a) the Merchant: -
 - (1) is in breach of any of the terms and conditions of this Agreement including but not limited to any Unlawful Activity or abandons or repudiates this Agreement; or

- (2) fails either -
 - (A) to comply with any of its duties and obligations under this Agreement; or
 - (B) to proceed with the execution of any of its duties and obligations under this Agreement; or
- (b) the Merchant goes into liquidation or a provisional liquidator is appointed in respect of the Merchant (other than a voluntary liquidation for the purposes of amalgamation or reconstruction while solvent);
- (c) an administrator or receiver and manager is appointed over any part of the assets or undertakings of the Merchant;
- (d) the Merchant becomes insolvent or is unable to pay its debts or admits in writing its inability to pay its debts as they fall due or enters into any composition or arrangement with its creditors or makes a general assignment for the benefit of its creditors or if the Merchant fails to pay RHB Bank monies due and owing to RHB Bank under this Agreement;
- (e) any execution or distress is levied or enforced against the property of the Merchant;
- (f) the Merchant's activity remains inactive for a period in excess of six (6) consecutive months;
- (g) the Merchant is involved in any suspicious fraudulent, non-compliant or unlawful activities or violates any applicable laws, policies or regulations;
- (h) the Merchant or its employees, servants or agents has/have acted fraudulently or has/have otherwise misused the Payment Method or Payment Acceptance Equipment and Materials;
- (i) the Merchant threatens or passes a resolution to wind-up or dissolve or is in jeopardy of becoming subject to any form of insolvency proceedings or dissolution;
- (j) due to new laws or changes in law, guidelines or direction from regulatory authority binding on RHB which renders continued performance of this Agreement as invalid or not possible; or
- (k) pursuant to Clause 37 (Anti-Bribery) of this Agreement.

24.3 In relation to the MyDebit Services, RHB Bank may terminate the MyDebit Services under the following circumstances;

- (a) This Agreement between RHB Bank and Merchant is terminated or expired;
- (b) The Merchant has breached this Agreement or the terms and conditions stipulated in the MyDebit registration forms or any applicable rules, guidelines, regulations, circulars or laws;
- (c) The Merchant fails to remedy or take adequate steps to remedy its default under this Agreement within a time period as specified in the notice of default given by RHB Bank;

- (d) has inadequate operational controls or insufficient risk management processes resulting in potential threats to the stability, safety and efficiency of the MyDebit Services;
- (e) Court Order affecting the legal status of the Merchant or its ability to perform and comply with the terms and conditions of this Agreement;
- (f) An application is made to the court either voluntary or involuntarily for an order that the Merchant be wound up;
- (g) The Merchant is deemed unable to pay its debt and should be wound up under statutory laws; or
- (h) RHB Bank's membership in the MyDebit Services or RENTAS is terminated or suspended and the Merchant has not appointed a replacement participant from the MyDebit Services

24.4 Upon the expiry or termination of this Agreement: -

- (a) the Merchant shall immediately and in any event not later than three (3) working days upon the expiry or termination of this Agreement return or procure the return to RHB Bank and at RHB's request, destroy, all reports and documents, all materials, papers, information (including but not limited to Confidential Information and Customer Information), data and disks (in whatever form or medium or format) ("**Materials**"), wherever such Materials are located or stored and all copies of the Materials, any other property of RHB, all Payment Acceptance Equipment and Materials and all other equipment and materials whatsoever supplied to the Merchant in good working order, all schedules, exhibits and documents supplied to the Merchant by RHB Bank under this Agreement and all Confidential Information, documents and copies thereof and all other materials relating to the Card in the possession, custody or control of the Merchant or otherwise, failing which RHB Bank may impose such charges as informed by RHB Bank to the Merchant provided that seven (7) days prior written notice and the basis for such charges are furnished to the Merchant the Merchant;
- (b) the Merchant must immediately cease using the promotional materials and return all promotional materials supplied to the Merchant or obtained through the Payment Method, to RHB Bank or otherwise deal with the promotional materials in accordance with RHB Bank's direction, failing which RHB Bank may impose such charges as informed by RHB Bank to the Merchant provided that seven (7) days prior written notice and the basis for such charges are furnished to the Merchant the Merchant;
- (c) the Merchant remains liable to pay to RHB Bank all sums agreed to be paid under this Agreement which have accrued and are due and owing to RHB Bank prior to such termination; and
- (d) subject to the provisions of this Agreement, both parties shall be discharged from any future liabilities.

24.5 The expiry or termination of this Agreement for whatever reason shall not affect the accrued rights of the parties arising in any way out of this Agreement or the relevant Operational Procedures as at the date of expiry or termination and in particular but without limitation the right to recover damages against the Merchant for any antecedent breach and all provisions in respect of such rights will survive this Agreement and will remain in force and effect.

24.6 RHB Bank may exercise its right to terminate any of the Payment Method by issuing a letter ("**Letter**") notifying the Merchant of such termination at least twenty-one (21) calendar days before such termination becomes effective and stating in the Letter the reason(s) for such termination. If

any of the Payment Method is terminated: -

- (a) the Merchant shall immediately and in any event not later than three (3) working days from the date of the Letter return or procure the return to RHB Bank the relevant Payment Acceptance Equipment and Materials and all other equipment and materials whatsoever supplied to the Merchant in good working order, all schedules, exhibits and documents supplied to the Merchant by RHB Bank under this Agreement and all relevant Confidential Information, documents and copies thereof and all other materials relating to the Card in the possession, custody or control of the Merchant or otherwise, failing which RHB Bank may impose such charges as informed by RHB Bank to the Merchant provided that seven (7) days prior written notice and the basis for such charges are furnished to the Merchant the Merchant;
- (b) the Merchant must immediately cease using the promotional materials and return all promotional materials supplied to the Merchant or obtained through the terminated Payment Method, to RHB Bank or otherwise deal with the promotional materials in accordance with RHB Bank's direction, failing which RHB Bank may impose such charges as informed by RHB Bank to the Merchant provided that seven (7) days prior written notice and the basis for such charges are furnished to the Merchant the Merchant;
- (c) the Merchant remains liable to pay to RHB Bank all sums agreed to be paid under this Agreement which have accrued and are due and owing to RHB Bank prior to such termination; and
- (d) subject to the provisions of this Agreement, both parties shall be discharged from any future liabilities in respect of the terminated Payment Method.

25 DISCLOSURE OF INFORMATION

25.1 The Merchant agrees that RHB Bank may: -

- (a) disclose any information concerning the Merchant and any of its offices and/or outlets and/or locations and/or establishments wherever situate to VISA or MASTERCARD or MyDebit Operator or any of RHB Bank's agent or sub-contractor appointed or engaged or to any other person for any purpose in connection with Cards products and services arising from this Agreement;
- (b) disclose to any person or entity and/or any other interested party any information concerning the Merchant's banking account and any other information which may be necessary to facilitate the use of the Payment Method or Payment Acceptance Equipment and Materials, the processing of any information effected through the use of the Payment Method or Payment Acceptance Equipment and Materials or for the purpose of recovering of any moneys due and owing from the Merchant to RHB Bank.

25.2 The Merchant shall not in any manner howsoever disclose or procure the disclosure of any information obtained from the Cardholder and/or RHB Bank by reason of the Merchant's participation in this Agreement to any person or company other than RHB Bank without the Cardholder's and/or RHB Bank's prior written consent which consent may not be unreasonably withheld The Merchant hereby agrees that this condition and restriction shall continue in force after the termination of this Agreement.

26 ASSIGNMENT

- 26.1 The Merchant shall not assign, transfer, mortgage, charge or pledge this Agreement or any of its rights, interest, entitlements, obligations and benefits under this Agreement or any part thereof without first obtaining the prior written approval of RHB Bank in writing. Any such assignment or transfer or mortgage or charge or pledge of this Agreement or any of its rights and interest hereunder or any part thereof by the Merchant without the prior written approval of RHB Bank shall be null and void and be of no effect and shall constitute a breach of this Agreement.
- 26.2 RHB Bank may upon notification to the Merchant assign or transfer all or any of its rights, interests, entitlements, obligations and benefits under this Agreement to such person or corporation at its own costs and expense and upon such assignment or transfer the assignee or transferee will assume and is entitled to all the rights, interests, entitlements, obligations and benefits under this Agreement as if the assignee or transferee had been a party to this Agreement in place of RHB Bank.
- 26.3 The Merchant agrees and undertakes that it shall not, directly or indirectly, sell, transfer, assign, mortgage, charge or otherwise dispose or part possession or control of its ownership or shareholding in its business or company or any part thereof:
- (a) unless RHB Bank has received prior written notice from the Merchant of such transfer, assignment, mortgage, charge, disposal or parting of possession or control; and
 - (b) provided that the Merchant shall have procured that any such transferee, assignee, mortgagee or chargee or such other person taking possession or control has entered into an Agreement or deed or other suitable documentation in form and substance acceptable to RHB Bank agreeing to be bound by all the terms and conditions of this Agreement as though it was an original party to this Agreement or a fresh Merchant Agreement, in form and substance acceptable to RHB Bank.
- 26.4 The Merchant agrees to fully indemnify RHB Bank and to keep RHB Bank fully indemnified against all losses, damages, claims and costs and expenses whatsoever which RHB Bank may suffer by reason of or arising out of any breach of the above provision unless such losses, damages, claims and costs and expenses are due to the act, omission, default, negligence and/or misconduct on the part of RHB Bank and/or any of its employees, representatives and agents. The Merchant agrees that this indemnity shall continue in force after the termination of this Agreement.

27 DATA PROTECTION

- 27.1 The Merchant agrees and undertakes:
- (a) that any personal data about each user and/or each Cardholder collected by the Merchant must not be used for any other purposes other than for the sale and purchase of the Merchant's goods and/or services by the Merchant to the Cardholder;
 - (b) not to transfer any personal data about each user and/or each Cardholder collected by the Merchant to any third party other than to RHB Bank and/or VISA (in the case of any Cardholder which holds a VISA Card) and/or MASTERCARD (in the case of any Cardholder which holds a MASTERCARD Credit Card) and/or MyDebit Operator (in the case of any Cardholder which holds a Domestic Debit Card);
 - (c) to take responsible measures to ensure that any user identifications, credit card numbers and passwords used by permitted users and/or Cardholders will be kept confidential including, but not limited to, not storing them on any computer in unencrypted text;
 - (d) not to sub-license, distribute, disclose, transfer or declare a trust of its rights in any

information, documentation, or data obtained by or disclosed to the Merchant pursuant to any Transaction or the Merchant's participation in this Agreement, in whole or in part, to any third party, without the express written consent of RHB Bank and any attempt to assign, transfer, sub-license or declare a trust of its rights without such consent shall render such assignment, transfer or sub-license, or declaration void and shall be construed as a breach of this Agreement; and

- (e) to comply with the Personal Data Protection Act 2010, all rules, guidelines or regulations imposed by RHB Bank relating to personal data as stated in Annexure 1 (and available on RHB Bank's Website at www.rhbgroup.com and all applicable data protection laws of Malaysia.

27.2 All processing of personal data by RHB Bank for purpose of the Merchant Agreement shall be in accordance to the RHB Group privacy policy at www.rhbgroup.com and all relevant laws and regulations binding on RHB Bank as part of the Banking and Financial Institution Sectors. The Merchant agrees and consent to the provision and use of their information as supplied to MASTERCARD and/or VISA and/or MyDebit Operator for purpose of the relevant services under this Agreement. The Merchant further agrees to notify RHB Bank in writing of any update on their information as soon as they become aware that such information supplied for purpose of this Agreement is incorrect or has become outdated.

28 AMALGAMATION OR RECONSTRUCTION

The liabilities and obligations of the Merchant created by this Agreement shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation or reconstruction or otherwise which may be made to the Merchant. It is expressly declared that no change whatsoever in relation to or affecting the Merchant, shall in any way affect the liabilities and obligations of the Merchant created under this Agreement in relation to any Transaction whatsoever whether past, present or future.

29 INDEPENDENT ADVICE

The Merchant hereby covenants and declares that the Merchant has been advised by RHB Bank to seek independent advice (including legal advice) on the effect and consequences to the Merchant signing this Agreement and the Merchant agrees that the provisions contained in this Agreement shall be binding on the Merchant.

30 NON-WAIVER OF RIGHTS

- 30.1 All the original rights, powers and remedies of both parties under this Agreement shall remain in force notwithstanding any neglect, forbearance or delay in the enforcement thereof and neither party shall be deemed to have waived any of its rights or any provision of the Agreement or any notice given hereunder unless such waiver is in writing.
- 30.2 The rights and remedies provided in this Agreement are cumulative, and are not exclusive of any rights or remedies of the parties provided at law, and no failure or delay in the exercise or the partial exercise of any such right or remedy or the exercise of any other right or remedy shall affect or impair any such right or remedy.

31 NOTICES AND COMMUNICATIONS

31.1 Save and except for notifications by RHB Bank pursuant to clause 31.4 below, any notice or other documents to be given under this Agreement and all other communications between the parties hereto with respect to this Agreement are to be made in writing and may be given or sent by:

- (a) hand;
- (b) registered post, ordinary post or courier service; or
- (c) facsimile or other electronic media,

to the other party at the address or facsimile transmission number herein set out or such other address or facsimile transmission number as either party may give notice of to the other.

31.2 All such notice and documents are to be in the English language or the Malay Language.

31.3 Any notice or other document shall be deemed to have been duly served upon and received by the addressee:

- (a) if delivered by hand, at the time of delivery;
- (b) if sent by registered post, ordinary post or courier, within two (2) days of posting; and
- (c) if transmitted by way of facsimile transmission or other electronic media, at the time of transmission.

31.4 The Merchant agrees that RHB Bank may issue records, statements and reports to the Merchant through the email address provided by the Merchant to RHB Bank during the Merchant on-boarding process via the merchant application form. The Merchant agrees to maintain a valid and active email address and further agrees to keep RHB Bank notified in writing of any change in the Merchant email address and will ensure the email address is at all times able to receive such records, statements and reports issued by RHB Bank. The Merchant understands and agrees that it is the Merchant's obligation to check its email regularly and to notify RHB Bank immediately in writing should the Merchant notice any errors or irregularities with regards to the records, statements and reports.

32 REVIEW AND AMENDMENT

RHB Bank may review the terms and conditions of this Agreement from time to time and RHB Bank may by giving notice to the Merchant vary, amend or add to the terms and conditions of this Agreement at any time and from time to time. Any such variations, amendments or addition will take effect upon effective date set out in notification to the Merchant in accordance with the provisions of this Agreement.

33 CONFIDENTIALITY

33.1 The Merchant acknowledges and agrees that all Confidential Information are confidential and the Merchant agrees and undertakes to keep all Confidential Information in the strictest confidence and to use a reasonable degree of care to protect the confidentiality of all Confidential Information.

- 33.2 The Merchant shall not, and shall ensure that its employees and representatives shall not, at any time during or after the period of this Agreement in any manner howsoever communicate, disclose or provide or procure the communication, disclosure or provision to any third party the whole or any part of any Confidential Information, except as expressly permitted by RHB Bank in writing.
- 33.3 The Merchant hereby agrees that the above conditions and restrictions shall continue in force after the termination of this Agreement.
- 33.4 The Merchant further agrees and undertakes to use its best efforts to ensure any employee of the Merchant receiving any Confidential Information or copies thereof are informed of and appreciate the confidential nature of the Confidential Information, and to require each such employee to refrain from disclosing or discussing any Confidential Information with anyone other than the employees of the Merchant or RHB Bank and to ensure that only those employees who require access to the Merchant's Web Site and the Confidential Information shall have such access and only to those portions of the Confidential Information necessary to fulfil the Merchant's obligations in respect of this Agreement.
- 33.5 This clause does not apply to information which:
- a. is or has at the time of use or disclosure become public knowledge without any breach of this Agreement by the parties;
 - b. is or has at the time of use or disclosure become generally known to companies engaged in the same or similar business(es) as the party on a non-confidential basis through no wrongful act of the party;
 - c. is lawfully obtained by a party from third parties without any obligation by the party to maintain the information proprietary or confidential;
 - d. is known by a party prior to disclosure hereunder without any obligation to keep it confidential and such information was not disclosed by the other party under this Agreement;
 - e. is independently developed by a party without reference to or use of the other party's Confidential Information; or
 - f. is required to disclose or divulge by any court, tribunal, governmental or authority with competent jurisdiction or by any statute, regulation or other legal requirement, take-over panel or other public or quasi-public body as required by law and where the Party is required by law to make such disclosure. The Party undertakes to give notification as soon as practical prior to such disclosure being made.
- 33.6 The Merchant undertakes to comply with the strict requirements and restrictions imposed on RHB Bank with regards to the handling and management of Customer Information under the **Financial Services Act 2013** as stated in **Annexure 2** in the event of disclosure of Customer Information by RHB Bank to the Merchant.

34 MERCHANT RESPONSIBILITIES FOR SECURITY

- 34.1 The Merchant is to ensure that their authorised personnel and staff alone can have access to the Cards and information relating to the Cards. The Merchant must have their own security procedures when it comes to handling of the Cardholders Cards and information.

- 34.2 The Merchant must not let any non-authorized personnel or staff or third party to operate the EDC Terminal on their behalf, or leave their EDC terminal unattended whilst the Cards is still at the EDC Terminal.
- 34.3 After the transactions conducted by the Cardholder, all relevant EDC Slips must not be kept and stored in a public place which is accessible to other customers or visitors of the Merchant. The Merchant is expected to keep the EDC slips with its other confidential documents and use its reasonable discretion to keep the information secured as how the Merchant treats its own documents.

35 INDEMNITY

35.1 Subject to the Merchant and RHB Bank's (hereinafter referred to as "**party**" or "**party's**") compliance with Clause 35.3 and Clause 35.4 respectively, each party ("**Indemnifying Party**") agrees to indemnify and hold the other party and its employees and agents harmless against any and all losses (including consequential or economic loss), expenses, claims, suits, demands, actions, and proceedings including all reasonable legal and other related fees or charges ("**Liability**") which the other party may suffer or incur or for which the other party may become liable as a result of :

- (a) any negligence, misrepresentation, default, misconduct fraud on the part of the Indemnifying Party, its employees, and agents with respect to the performance of its obligations or the exercise of any of its rights under this Agreement;
- (b) any claim by a Cardholder, Issuer, MyDebit Operator or any other person for any breach by the Indemnifying Party of any applicable laws;
- (c) the failure of the Indemnifying Party to observe any of its obligations under this Agreement;
or
- (d) any use of the MyDebit Brand by the Indemnifying Party other than as permitted by the MyDebit Brand guideline,

except to the extent that such liability arises or is incurred by the other party by reason of any act or omission on its part mentioned in Clause 35.1(a) to (d).

35.2 Notwithstanding Clause 35.1 above, in the event that RHB Bank becomes insolvent, the Merchant hereby agrees to indemnify MyDebit Operator from all claims, losses, damages, penalties, suits, costs and expenses (including reasonable legal fees) at all times.

35.3 In the event a claim is made against the Merchant in respect of which the Merchant is entitled to be indemnified pursuant to Clause 35.1, the Merchant must:

- a. Give notice of any such claim to RHB Bank;
- b. Consult RHB Bank in relation to such claim; and
- c. Not to settle any claim without obtaining the prior written consent of RHB Bank, such consent not to be unreasonably withheld.

35.4 In the event a claim is made against RHB Bank in respect of which RHB Bank is entitled to be indemnified pursuant to Clause 35.1 and 35.2, RHB Bank will give notice of any such claim to the

Merchant. Where any sum of money is recoverable from or payable by the Merchant to RHB Bank as a result of the operation of any provisions in this Agreement or any breach by the Merchant of the same, such sum must be immediately paid by the Merchant by any means deemed fit by RHB Bank.

- 35.5 RHB Bank is not liable to the Merchant for any loss or damage (which includes consequential and economic loss) suffered by the Merchant as a result of the Merchant's own actions, inactions or instructions including but not limited to any losses caused by any system failure due to the act, omission, default, negligence and/or misconduct on the part of the Merchant and/or on the part of any third party appointed or engaged by the Merchant.
-

35A LIMITATION OF LIABILITY

- 35A.1 Notwithstanding any other clauses contained in this Agreement, the Parties agree that where damages are recoverable by the Merchant under this Agreement, RHB Bank's total maximum liability under this Agreement shall not be more than 1% of the Merchant Discount paid by Merchant within the last 30 days immediately preceding the claim for such liability.
-

36 MISCELLANEOUS

- 36.1 Knowledge by RHB Bank of, or in, any breach by the Merchant of any of the provisions of this Agreement does not operate as or is not deemed to be a waiver of such provisions. Despite such knowledge, RHB Bank may exercise its rights and remedies under this Agreement and at law and to require strict performance of all of the provisions of this Agreement.
- 36.2 The non-exercise of or delay by RHB Bank in exercising any power or right does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right of RHB Bank can only be waived in writing.
- 36.3 Time wherever mentioned is of the essence of this Agreement.
- 36.4 The Merchant agrees that RHB Bank is not liable to the Merchant for:
- (a) any failure to perform, or for any delay in performing any of its obligations under this Agreement, where the failure or delay is occasioned by any act, thing or cause beyond its reasonable control including but not limited to any fire, earthquake, flood, epidemic, accident, explosion, casualty, lock-out, riot, civil disturbance, act of public enemy, natural catastrophe, embargo, war, Act of God, sabotage, system or equipment malfunction or computing error; and/or
 - (b) any inaccuracy, incompleteness or late completion of any Transaction.
- 36.5 The Merchant agrees that services of RHB Bank under this Agreement are provided on an "as is" basis without any warranties of any kind and RHB Bank does not warrant that the services of RHB Bank will meet the present or future needs or objectives of the Merchant and the Merchant assumes sole responsibility for the use, selection, and suitability of the arrangement stated in this Agreement to carry out the Transactions and the Payment Acceptance Equipment and Materials to its needs and objectives and RHB Bank is not responsible or liable:
- (a) for the content of any third party materials or for any third party equipment;
 - (b) for downtime or slowdowns of the Internet and/or Payment Acceptance Equipment and Materials; or

- (c) for any incidental, consequential or special damages, or for lost business, lost profits or third party claims, whether foreseeable or not, due to the Merchant's act, omission, default, negligence and/or misconduct.
 - (d) for any loss or damage (including direct or consequential), for failure to observe or perform its obligations under this Agreement for reasons which could not be reasonably or diligently controlled or prevented by RHB Bank including but not limited to, strikes, act of God, acts of nature, fire, flood, storm, riots, power shortages or power failure, power disruption by war, sabotage or inability to obtain sufficient labour, fuel or utilities. ("Force Majeure Event"). Notwithstanding any other provisions in this Agreement, RHB Bank shall be entitled to terminate the Agreement upon the occurrence of a Force Majeure Even.
- 36.6 If any terms and conditions or stipulations contained in this Agreement is held to be invalid, void, prohibited, illegal or unenforceable (including illegal or unenforceable in any jurisdiction) such invalidity, voidness, prohibition, illegality or unenforceability does not invalidate or in any way affect the remaining provisions of this Agreement.
- 36.7 The Merchant undertakes to inform RHB Bank of any change in the name, style, constitution or composition of the Merchant whether by retirement, expulsion, death or admission of any partner or parties, amalgamation, reconstitution or otherwise and the Merchant hereby agrees that this Agreement shall inure and continue to be in force for all intents and purposes as if the resulting firm, company or concern had been named as a party in this Agreement.
- 36.8 In the event that the Merchant owes an amount to RHB Bank, RHB Bank can set-off (with prior written notice of at least seven (7) days to the Merchant) any amounts owed by the Merchant to RHB Bank with amounts owed by RHB Bank to the Merchant.
- 36.9 The Merchant agrees and undertakes to pay all legal costs, on a solicitor and client basis, and other expenses incurred by RHB Bank in the enforcement of RHB Bank's rights and entitlement under this Agreement on a full indemnity basis. The Merchant further agrees and undertakes to immediately pay all costs and expenses and penalty interest and charges incurred or imposed by RHB Bank as a result of any non-compliance by the Merchant of any terms of this Agreement and/or any Settlement Procedures and all costs and expenses for the supply of any Payment Acceptance Equipment and Materials and Verified-by-Visa and/or MASTERCARD SecureCode and/or MyDebit Operator requirements.
- 36.10 Nothing in this Agreement shall be construed as establishing or creating a relationship of master and servant or principal and agent nor shall it constitute a partnership between the Merchant and RHB Bank.
- 36.11 This Agreement is binding on the personal representatives, heirs, successors in title and permitted assigns of the parties.
- 36.12 Where the Merchant would be liable for any act, omission, neglect or default, it shall be liable to the same for any act, omission, neglect, or default of any of its employee, agent, or of the employee of such an agent.
- 36.13 This Agreement is governed by, and must be construed in accordance with the laws of Malaysia and the parties:
 - (a) submit to the exclusive jurisdiction of the Courts of Malaysia;
 - (b) waive any objection on the grounds of venue or forum of convenience or any similar

grounds; and

- (c) consent to service of process by mail or on other any manner permitted by the relevant law.

- 36.14 The parties agree that this Agreement comes into force on the date of this Agreement irrespective of the diverse dates upon which the parties may have each executed this Agreement respectively.
- 36.15 The stamp duty for this Agreement is to be borne by the Merchant.
- 36.16 If there is any dispute, the Merchant may refer such dispute to RHB Customer Contact Centre. The Merchant may reach out to the Ombudsman for Financial Services for any further dispute.

37 ANTI-BRIBERY

- 37.1 The Merchant represents and warrants to RHB Bank that:
 - 37.1.1 it is in compliance with all anti-corruption and anti-bribery laws which include but not limited to compliance to Section 17 A of the MACC Act 2009 and all other relevant laws and regulations relating to anti-corruption and anti-bribery as enforced from time to time, and will remain in compliance with all such laws and regulations during the term of this Agreement;
 - 37.1.2 its directors, partners (where applicable), senior management officers, employees, agents, service providers, sub-contractors or independent consultants (“Associated Persons”) are in compliance with Clause 37.1.1 and have not been convicted of any bribery or corruption offences;
 - 37.1.3 it has read and understood the RHB Banking Group’s Anti-Bribery & Corruption Policy (available at www.rhbgroup.com) (referred to as “RHB Policy”) and acknowledges RHB’s zero tolerance for corruption;
 - 37.1.4 it shall also comply and conduct its business in accordance to the RHB Policy.
- 37.2 The Merchant further represents and warrants that, the Merchant (including its Associated Persons) shall not and has not made, authorized or offered to make any gratifications corruptly including but not limited to the following:
 - 37.2.1 money, donation, gift, loan, financing, fee, reward, valuable security, property or interest in property of any description whether movable or immovable, financial benefit, or any other similar advantage;
 - 37.2.2 any employment, contract of employment or services, agreement to give employment or render services in any capacity;
 - 37.2.3 any payment, release, discharge or liquidation of any loan or financing, obligation or other liability, whether in whole or in part;
 - 37.2.4 any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage;
 - 37.2.5 any forbearance to demand any money or money’s worth or valuable thing;
 - 37.2.6 any other service or favour of any description, including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted, and including the exercise or the forbearance from the exercise of any right or any official power or duty; and
 - 37.2.7 any offer, undertaking or promise, whether conditional or unconditional, of any gratification

within the meaning of any of the preceding paragraphs (Clause 37.2.1 to Clause 37.2.6), whether directly or indirectly, to any person connected or associated to this Agreement (“Person”) in order to: (i) improperly influence any act, decision or failure to act by that Person; (ii) improperly induce that person to use the Person’s influence with any relevant entity or affect any act or decision by such Person; or (iii) secure any improper advantage.

37.3 The Merchant agrees that should it learn or have reason to know of any action, payment, gift or other transfer of value, directly or indirectly, to any Person that would violate this Clause 37 or any anti-corruption or anti-bribery laws or its other relevant regulations, it shall immediately disclose such activity to Group Integrity & Governance department of RHB via integrity.governance@rhbgroup.com and provide any information and/or documentation requested by in relation to such violation.

37.4 If any issues or concern arising from this Clause 37 cannot be resolved in good faith between the Parties, then RHB, on written notice to the Merchant, may terminate this Agreement (in whole or with respect to any supplementary agreements) in accordance with the terms of this Agreement without any form of liability to the Merchant and without any prejudice to any of the Parties other rights arising from the Agreement or through the applicable laws and regulations.

38 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same Agreement.

39 AMLA CLAUSE

39.1 Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (“AMLA”)

39.1.1 The Company/Entity hereby represents, warrants and undertakes that:

- a) it has not engaged, and shall not at any time engage, directly or indirectly, in a transaction that involves proceeds of an unlawful activity or instrumentalities of an offence;
- b) it has not acquired, received, possessed, disguised, transferred, converted, exchanged, carried, disposed of or used, and shall not at any time acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose of or use, proceeds of an unlawful activity or instrumentalities of an offence;
- c) it has not removed from or brought into Malaysia, and shall not at any time remove from or bring into Malaysia, proceeds of an unlawful activity or instrumentalities of an offence;
- d) it has not concealed, disguised or impeded, and shall not at any time 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 an unlawful activity or instrumentalities of an offence;
- e) it will at all times comply with the Regulatory Requirements (as defined below in Clause 39.1.3);
- f) it will be fully liable if found to have contravened the Regulatory Requirements (as defined below in Clause 39.1.3) causing legal repercussion to RHB due to its actions; and

- g) it understands that any breach(es) due to AMLA and sanction requirements are non-negotiable.

39.1.2 For the purpose of this Clause, the following are the definitions:

“instrumentalities of an offence” means:

- a) anything which is used in, or in connection with, the commission of any unlawful activity;
or
- b) any property which is wholly or partly used in, or in connection with, the commission of any unlawful activity,

whether the thing or property is situated within or outside Malaysia.

“proceeds of an unlawful activity” means any property, or any economic advantage or economic gain from such property, within or outside Malaysia:

- a) which is wholly or partly:
 - (i) derived or obtained, directly or indirectly, by any person from any unlawful activity;
 - (ii) derived or obtained from a disposal or other dealings with the property referred to in subparagraph (i); or
 - (iii) acquired using the property derived or obtained by any person through any disposal or other dealings referred to in subparagraph (i) or (ii); or
- b) which, wholly or partly, due to any circumstances such as its nature, value, location or place of discovery, or to the time, manner or place of its acquisition, or the person from whom it was acquired, or its proximity to other property referred to in subparagraph (a)(i), (ii) or (iii), can be reasonably believed to be property falling within the scope of subparagraph (a) (i),
(ii) or (iii);

“property” means:

- a) assets of every kind, whether corporeal or incorporeal, moveable or immovable, tangible or intangible, however acquired; or
- b) legal documents or instruments in any form, including electronic or digital, evidencing title to, or interest in, such assets, including currency, bank credits, deposits and other financial resources, traveller’s cheques, bank cheques, money orders, capital market products, drafts and letters of credit,

whether situated within or outside Malaysia, and includes a legal or equitable interest, whether full or partial, in any such property;

“unlawful activity” means:

- a) any activity which constitutes any serious offence or any foreign serious offence; or
- b) any activity which is of such a nature, or occurs in such circumstances, that it results in or leads to the commission of any serious offence or any foreign serious offence,

regardless whether such activity, wholly or partly, takes place within or outside Malaysia;

“serious offence” means:

- a) any of the offences specified in the Second Schedule of AMLA;
- b) an attempt to commit any of those offences; or
- c) the abetment of any of those offences;

“transaction” includes an arrangement to open an account involving two or more persons and any related transaction between any of the persons concerned and another.

39.1.3 The Company/Entity acknowledges and agrees that:

- a) RHB is obliged to comply with all applicable laws, regulations, directives, policy documents, guidelines, practice directions, sanctions, industry standards and practices and other requirements, including without limitation the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, the Strategic Trade Act 2010, Financial Services Act 2013, Islamic Financial Service Act 2013, to which RHB as a licensed financial institution may from time to time be subject to in Malaysia (collectively, "Regulatory Requirements");
- b) RHB shall be entitled to do or refrain from doing any act or thing, for compliance with the Regulatory Requirements;
- c) if RHB is of the opinion that any event or circumstance (whether related or not), which would make it unlawful or illegal for RHB to approve the Agreement has occurred or arisen, or the approval of the Agreement would contravene any of the Regulatory Requirements (in whole or in part), including without limitation RHB's receipt of any alert or positive name match from the relevant checks conducted on the Supplier and any related third party involved in the underlying transaction(s) (including without limitation the vendor/ developer/ promoter/ agent/ trustee/ supplier who are involved in the provision of Services) by RHB pursuant to the Regulatory Requirements, then, notwithstanding anything to contrary contained in this Agreement, RHB shall, at any time by giving fourteen (14) working days written notice or such shorter period as required or permitted by such Regulatory Requirements, be entitled to:-
 - i. **Suspend** the Agreement, and do all such acts and things as may be necessary to comply with the Regulatory Requirements; and/ or
 - ii. **Cancel** the Agreement and terminate its relationship with the Supplier, and do all such acts and things as may be necessary to comply with the Regulatory Requirements.
- d) if the Agreement is cancelled/ terminated by RHB pursuant to their compliance to Regulatory Requirements:
 - i. no utilisation or further utilisation of the services under the Agreement shall be made allowed; and
 - ii. RHB shall be entitled to exercise all or any of its rights and remedies available to it under the Agreement, the applicable laws or otherwise;
- e) it shall provide all such documents and information as RHB may require (at all times during the term of the Agreement) for the purposes of complying with the Regulatory Requirements;
- f) RHB shall be entitled to stop all services to be performed and received under the Agreement, until such further notice (revocation order) is received from the said enforcement agency or the cease of the order (whichever the first); or unless there is a variation order.

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ANNEXURE 1

(Which is to be taken, read and construed as an essential part of this Agreement)

Personal Data Protection Act 2010

- 1.1 The Merchant undertakes to fully comply with the provisions of the Personal Data Protection Act and any other laws, regulations and industry standards relating to the privacy, confidentiality or security of Personal Data (collectively, "Privacy Laws").
- 1.2 The Merchant shall Process Personal Data only on behalf of and for the benefit of RHB Bank, only to the extent and in such manner as is necessary for the purposes of Processing Personal Data in connection with the Agreement, and to carry out its obligations pursuant to the Agreement and in accordance to RHB Bank's written instructions.
- 1.3 RHB Bank shall have the exclusive authority to determine the purposes for and means of Processing Personal Data and reserves the rights to amend such purposes and means from time to time.
- 1.4 The Merchant and its employees shall hold in strict confidence any and all Personal Data.
- 1.5 The Merchant shall ensure that access to the Personal Data is limited to:
 - (a) those employees who need access to the Personal Data to meet the Merchant 's obligations under this Agreement; and
 - (b) in the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties.
- 1.6 The Merchant shall ensure that all employees:
 - (a) are informed of the confidential nature of the Personal Data;
 - (b) have undertaken training in the laws relating to handling Personal Data; and
 - (c) are aware both of the Merchant's duties and their personal duties and obligations under such laws and this Agreement
- 1.7 Where RHB Bank shares, transfers, discloses or otherwise provides access Personal Data to the Merchant, the Merchant shall:-
 - (a) employ appropriate safeguards to ensure compliance with Privacy Laws, including the implementation of administrative, physical, and technical safeguards to reasonably and appropriately protect Personal Data which may be disclosed by RHB Bank ("**RHB Bank Data**");
 - (b) only process RHB Bank Data for purposes relating to the Agreement and shall comply strictly with all directions given by RHB Bank in respect of the same; and
 - (c) refrain from disclosing any RHB Bank Data to any third party, or transfer any RHB Bank Data outside Malaysia, without RHB Bank's prior written consent.
- 1.8 In the event the Merchant is permitted to disclose RHB Bank Data to any third party or contractors for the purposes of Processing RHB Bank Data in connection with the Agreement, the Merchant shall enter into a written agreement with each third party that imposes obligations on the third party that are substantially similar to those imposed on the Merchant under this Agreement.
- 1.9 The Merchant shall cooperate with RHB Bank if an individual requests access to his or her Personal Data for any reason.

- 1.10 The Merchant shall maintain reasonable safeguards and other security measures designed to (i) ensure the security and confidentiality of Personal Data; (ii) protect against any anticipated threats or hazards to the security and integrity of Personal Data; and (iii) protect against any actual or suspected unauthorized Processing, loss, use, disclosure or acquisition of or access to any Personal Data (“Data Security Incident”).
- 1.11 The Merchant shall promptly inform RHB Bank in writing of any Data Security Incident of which the Merchant becomes aware, but in no case longer than 24 hours after it becomes aware of the Data Security Incident. Such notice shall summarize in reasonable detail the effect on RHB Bank, if known, of the Data Security Incident and the corrective action taken or to be taken by the Merchant. The Merchant shall promptly take all necessary and advisable corrective actions, and shall cooperate fully with RHB Bank in all reasonable and lawful efforts to prevent, mitigate or rectify such Data Security Incident. The content of any filings, communications, notices, press releases or reports related to any Data Security Incident must be approved by RHB Bank prior to any publication or communication thereof.
- 1.12 Promptly upon the expiration or earlier termination of the Agreement, or such earlier time as RHB Bank requests, the Merchant shall return to RHB Bank or its representative, or at RHB Bank’s request, securely destroy or render unreadable or undecipherable if return is not reasonably feasible or desirable to RHB Bank (which decision shall be based solely on RHB Bank’s written statement), each and every original and copy in every media of all Personal Data in the Merchant’s possession, custody or control. In the event applicable law does not permit the Merchant to comply with the delivery or destruction of the Personal Data, the Merchant warrants that it shall ensure the confidentiality of the Personal Data and that it shall not use or disclose any Personal Data after termination of the Agreement.
- 1.13 The Merchant shall provide to RHB Bank a copy of all Personal Data held by it in the format and on the media reasonably specified by RHB Bank at the request of RHB Bank.
- 1.14 RHB Bank shall have the right to monitor the Merchant’s compliance with the terms of this Agreement. During normal business hours, and without prior notice, RHB Bank or its authorized representatives may inspect the Merchant ’s facilities, premise, records and any information or materials in the Merchant ’s possession, custody or control, relating in any way to the Merchant ’s obligations under this Agreement. An inspection performed pursuant to this clause shall not unreasonably interfere with the normal conduct of the Merchant’s business. The Merchant shall cooperate fully with any such inspection initiated by RHB Bank.
- 1.15 The Merchant shall deal promptly and appropriately with any inquiries from RHB Bank relating to the Processing of Personal Data in connection with or incidental to the performance of the Agreement.
- 1.16 The Merchant agrees to immediately notify RHB Bank in the event of any claim, notice, communication or complaint which relates directly or indirectly to the processing of the Personal Data and/or an event of non-compliance with Privacy Laws and the data protection principles set out in the Act by either Party, whether discovered by the Merchant or forming the subject of an investigation and/or action by the relevant authorities. The Merchant shall provide RHB Bank with full co-operation and assistance in relation to any such claim, notice, communication or complaint.
- 1.17 The Merchant shall notify RHB Bank immediately in writing of any subpoena or other judicial or administrative order by a government authority or proceeding seeking access to or disclosure of Personal Data. RHB Bank shall have the right to defend such action in lieu of and on behalf of the Merchant. RHB Bank may, if it so chooses, seek a protective order. The Merchant shall reasonably cooperate with RHB Bank in such defense.
- 1.18 The Merchant agrees to indemnify and hold harmless RHB Bank and its officers, employees, directors and agents from, and at RHB Bank ’s option defend against, any and all claims, losses, liabilities, costs and expenses, including third-party claims, reasonable attorneys’ fees, consultants’ fees and court costs (collectively, “**Claims**”), to the extent that such Claims arise from, or may be in any way attributable to (i) any violation of this Agreement; (ii) the negligence, gross negligence, bad faith, or intentional or willful misconduct of the Merchant or its employees in connection with

obligations set forth in this Agreement; (iii) the Merchant's use of any third party providing services in connection with or relating to the Merchant's performance under this Agreement; or (iv) any Data Security Incident involving Personal Data in the Merchant's possession, custody or control, or for which the Merchant is otherwise responsible.

- 1.19 The Merchant agrees that any Processing of Personal Data in violation of this Agreement, RHB Bank's instructions or any applicable Privacy Laws, or any Data Security Incident, may cause immediate and irreparable harm to RHB Bank for which monetary damages may not constitute an adequate remedy. Therefore, the Merchant agrees that RHB Bank may obtain specific performance and injunctive or other equitable relief for any such violation or incident, in addition to its remedies at law, without proof of actual damages. The Merchant agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.
- 1.20 The Merchant's obligations under this Agreement shall survive the termination of the Agreement and the completion of all services subject thereto.
- 1.21 For purpose of this Clause, the following are the definitions:
- (a) PERSONAL DATA means any information in respect of commercial transactions, which (a) is being processed wholly or partly by means of equipment operating automatically in response to instructions given for that purpose, (b) is recorded with the intention that it should wholly or partly be processed by means of such equipment, or (c) is recorded as part of a relevant filing system or with the intention that it should form part of a relevant filing system, that relates directly or indirectly to an individual, who is identified or identifiable from that information or from that and other information in the possession of RHB Bank, including any Sensitive Personal Information (as hereinafter defined) and expression of opinion about the individual, that may be (i) disclosed at any time to the Merchant or its employees by RHB Bank, in anticipation of, in connection with or incidental to the performance of the Agreement for or on behalf of RHB Bank,; (ii) disclosed at any time to RHB Bank, or its employees by the Merchant, in anticipation of, in connection with or incidental to the performance of the Agreement; (iii) Processed (as hereinafter defined) at any time by the Merchant or its employees in connection with or incidental to the performance of the Agreement; or (iii) derived by the Merchant or its employees from the information described in (i) to (iii) above.
 - (b) PROCESS or PROCESSING means collecting, recording, holding or storing the Personal Data, or carrying out any operation or set of operations on the Personal Data, including (a) organization, adaptation or alteration, (b) retrieval, consultation or use, (c) disclosure by transmission, transfer, dissemination or otherwise making available, or (d) alignment, combination, correction, erasure or destruction.
 - (c) SENSITIVE PERSONAL INFORMATION means any Personal Data consisting of information as to the physical or mental health or condition of an individual, his political opinions, his religious beliefs or other beliefs of a similar nature, the commission or alleged commission by him of any offence, and other personal data as may be determined under the Personal Data Protection Act from time to time.

ANNEXURE 2

(Which is to be taken, read and construed as an essential part of this Agreement)

Management of Customer Information

The Merchant acknowledges the strict requirements and restrictions imposed on RHB Bank with regards to the handling and management of Customer Information under the **Financial Services Act 2013** and further undertakes that it (including without limitation its directors, personnel and agents) shall:

- a) undertake to safeguard the Customer Information and prevent any theft, loss, misuse or unauthorised access, modification or disclosure by whatever means;
- b) ensure the adequacy and effectiveness of its policies and procedures to protect the Customer Information;
- c) conduct robust vetting on its personnel who handles Customer Information;
- d) allow its personnel access to Customer Information strictly for the purpose of carrying out their functions under the services to be provided by the Merchant under this Agreement;
- e) ensure that its personnel understands and undertakes to comply with the prohibition on disclosure by whatever means of Customer Information to any person for any purpose other than that which is specified in this Agreement, permitted under the written law or approved by Bank Negara Malaysia, as the case may be (including after the expiry of the term);
- f) conducts training to its personnel, at regular intervals, on relevant policies and procedures relating to the proper handling of Customer Information;
- g) investigate any breach or possible breach of its obligations under this Clause and shall determine the root causes of such breach or possible breach;
- h) report any breach or possible breach of its obligations under this Clause to RHB Bank immediately from the occurrence of such breach or possible breach; and
- i) allow RHB Bank to audit or inspect the Merchant's compliance with this Clause (including without limitation the Merchant's security procedures and measures to safeguard of the Customer Information).

Schedule 1

SCHEME DEBIT CARD ACCEPTANCE PROGRAMME

For participation in the Scheme Debit Card Acceptance Programme, the Merchant agrees to the following additional terms and conditions.

1. PAYMENT METHOD

- 1.1 The Merchant shall permit Cardholders to charge to their Card account, through the use of the Card, as payment for the Transactions without prior payment in cash or by cheque at the Merchant's Premise with effect from the date as stated in the Letter of Offer.
- 1.2 The Merchant Discount for each Transaction for this Payment Method is as stated in the Letter of Offer. RHB Bank may vary the Merchant Discount by giving prior notice of at least twenty-one (21) calendar days to the Merchant and stating in the notice the reason(s) for such variation.

2. COMPLETION OF SALES TRANSACTION

- 2.1 On each occasion a Sales Draft or EDC Slip is drawn up to evidence a Transaction between the Merchant and the Cardholder, the Merchant shall at the time of sale,
 - (i) verify the validity of the Card and have the particulars of the Card; and
 - (ii) the particulars of Merchant legibly imprinted on such EDC Slip or Sales Draft by means of the Card Imprinter, and have it completed to show the date and nature of the Transaction, details and the prices of the goods and/or services.

Where the EDC Slip is used, no imprinting of any Sales Draft is required. Before a copy of the completed EDC Slip or Sales Draft or is handed over to the Cardholder, the Merchant shall obtain and verify the signature of the Cardholder on such EDC Slip or Sales Draft.

- 2.2 The Merchant shall:-

- (a) confine the use of the EDC Slip or Sales Draft to evidence sales against Cards;
- (b) complete such other documents in accordance with all statutory requirements, if any, and complete such other documents in accordance with the requirements of RHB Bank (as notified to the Merchant) prior to the completion of any Transaction;
- (c) ensure that all Transactions are processed in accordance with all procedures and requirements as stipulated by RHB Bank and notified to the Merchant from time to time including but not limited to the Settlement Procedures.;
- (d) prior to the completion of any Transaction, ensure that the signature on each EDC Slip or Sales Draft affixed thereon is similar to that shown on the Card.

- 2.3

If:-

- (a) the signature on the Card differs from the signature on the EDC Slip or Sales Draft;
or
- (b) any Transaction is not processed in accordance with any provisions of this Agreement or any procedures and requirements as stipulated by RHB Bank and notified to the Merchant from time to time, including the Settlement Procedures,
RHB Bank may refuse payment to the Merchant for such Transaction and the Merchant agrees

that the decision of RHB Bank on this matter as, save for manifest error, will be final and conclusive against the Merchant.

In respect of the above, if any payment has been made by RHB Bank:-

- (i) such payment by RHB Bank does not constitute confirmation that the Transactions have been accepted according to the provisions of this Agreement or any procedures and requirements as may be stipulated by RHB Bank and notified to the Merchant from time to time including but not limited to the Settlement Procedures or are free of any discrepancy, irregularity or any violation if any discrepancy, irregularity or violation of a Transaction was not capable of being discovered by RHB Bank at the prior to or at the time of payment by RHB Bank; and
- (ii) RHB Bank may deduct such payment from subsequent Charges submitted to RHB Bank for payment and/or debit the Merchant's banking or other accounts maintained with RHB Bank and/or exercise its right of set-off (with prior written notice of at least seven (7) days to the Merchant) and/or raise a claim on the Merchant for the Merchant's immediate settlement thereafter and/or resort to any other means available to RHB Bank (with notice to the Merchant).

- 2.4 Upon completion of each Transaction as evidenced by the handing over of the completed EDC Slip or Sales Draft to the Cardholder, the Merchant is not permitted to make any alteration or amendment whatsoever in relation to the EDC Slip, Sales Draft or Merchant Report. Any purported alteration or amendment to any completed EDC Slip or Sales Draft or any Merchant Report will render the same invalid for presentation to RHB Bank for payment.
- 2.5 The Merchant undertakes to ensure that confidentiality and security of all information including but not limited to any user data, credit card numbers of any Cardholder meets the procedures and requirements as stipulated and notified to the Merchant by RHB Bank from time to time relating to confidentiality and security.
- 2.6 The Merchant agrees and undertakes that the Merchant shall not export or re-export any of the goods and services it lists for sale or is available without the appropriate approval from the relevant authorities and the requisite foreign government licenses and further agrees and undertakes that the Merchant will comply with all applicable export or import control laws and regulations of whatever jurisdictions, including but not limited to, restrictions on the export or import of goods and/or services to and from embargoed or prohibited countries.

3. MULTIPLE SALES DRAFTS

- 3.1 The purchase of goods and/or services made by the Cardholder on any one occasion from the Merchant regardless of their aggregate values shall constitute a single Transaction. The Merchant shall not be permitted to regularise a single Transaction with any Cardholder by means of employing two or more EDC Slip or Sales Draft to evidence a single Transaction. A single Transaction may only be split and recorded in two or more EDC Slip or Sales Draft when the goods and/or services are to be delivered or performed at a later date and one EDC Slip or Sales Draft is completed to evidence the payment of a deposit and a second EDC Slip or Sales Draft is completed to evidence the obligation of the Cardholder to pay for the balance.
- 3.2 In a case where a single Transaction may be split, the Merchant shall prior to the completion of the Transaction request and obtain from RHB Bank by telephone, RHB Bank's specific authorisation from the source or sources nominated and notified by RHB Bank or through other alternative means acceptable to and notified by RHB Bank, to approve such authorisation and shall record on the EDC Slip or Sales Draft the authorisation code, the date of the Transaction, details and prices of the goods and/or services and well as the words "deposit" or "balance" as appropriate.
- 3.3 The EDC Slip or Sales Draft containing the description "balance" shall not be presented to RHB Bank for payment until the goods have been delivered or the services rendered.

Schedule 2

MAIL ORDER OR TELEPHONE ORDER PAYMENT ACCEPTANCE PROGRAMME

For participation in the Mail Order or Telephone Order Payment Acceptance Programme, the Merchant agrees to the following additional terms and conditions.

1. DEFINITION

For purpose of this Schedule 2, unless the context otherwise requires, the following expressions shall bear the following meanings:

Mail Order Forms means the mail order forms which shall contain the following information:-

- (a) the type of Card;
- (b) the Cardholder's credit card number;
- (c) the Cardholder's name;
- (d) the Card expiry date;
- (e) the Transaction amount (in Ringgit Malaysia);
- (f) the Transaction date;
- (g) the Merchant's name and address; (wherever applicable)
- (h) the brief description of the goods and/or services supplied; (wherever applicable)
- (i) the Cardholder's postal address / telephone; (wherever applicable)
- (j) the method of delivery; and (wherever applicable)
- (k) the Cardholder's signature. (wherever applicable)

Telephone Order Forms means documentations which contain the following information:-

- (a) the type of Card;
- (b) the Cardholder's credit card number;
- (c) the Cardholder's name;
- (d) the Card expiry date;
- (e) the Transaction amount (in Ringgit Malaysia);
- (f) the Transaction date;
- (g) the Merchant's name and address; (wherever applicable)

- (h) the brief description of the goods and/or services supplied; (wherever applicable)
- (i) the Cardholder's postal address / telephone; and (wherever applicable)
- (j) the method of delivery. (wherever applicable)

2. PAYMENT METHOD

- 2.1 the Merchant shall permit Cardholders to charge to their Card account, through the use of the Card, as payment for the Transactions by way of Mail Order or Telephone Order with effect from the date as stated in the Letter of Offer.
- 2.2 The Merchant Discount for each Transaction for this Payment Method is as stated in the Letter of Offer. RHB Bank may vary the Merchant Discount by giving prior notice of at least twenty-one (21) calendar days to the Merchant and stating in the notice the reason(s) for such variation.

3. COMPLETION OF SALES TRANSACTION

- 3.1 On each occasion a Sales Draft, EDC Slip, Mail Order Form or Telephone Order Form is drawn up to evidence a Transaction between the Merchant and the Cardholder, the Merchant must at the time of sale,
 - (i) verify the validity of the Card and have the particulars of the Card, and
 - (ii) the particulars of Merchant legibly imprinted on such EDC Slip or Sales Draft by means of the Card Imprinter or the Mail Order Form or Telephone Order Form, and have it completed to show the date and nature of the Transaction, details and the prices of the goods and/or services.

Where the EDC Slip is used, no imprinting of any Sales Draft is required. Before a copy of the completed EDC Slip or Sales Draft or Mail Order Form or Telephone Order Form is handed over to the Cardholder, the Merchant shall obtain and verify the signature of the Cardholder on such EDC Slip or Sales Draft or Mail Order Form or Telephone Order Form.

- 3.2 The Merchant shall:-
 - (a) confine the use of the EDC Slip or Sales Draft or Mail Order Form or Telephone Order Form to evidence sales against Cards;
 - (b) complete such other documents in accordance with all statutory requirements, if any, and complete such other documents in accordance with the requirements of RHB Bank (as notified to the Merchant) prior to the completion of any Transaction;
 - (c) ensure that all Transactions are processed in accordance with all procedures and requirements as stipulated by RHB Bank and notified to the Merchant from time to time including the Settlement Procedures;
 - (d) prior to the completion of the Transaction, ensure that the signature on each EDC Slip or Sales Draft or Mail Order Form or Telephone Order Form affixed thereon is similar to that shown on the Card.

3.3 If:-

- (a) the signature on the Card differs from the signature on the EDC Slip or Sales Draft or Mail Order Form or Telephone Order Form.; or
- (b) If any Transaction is not processed in accordance with any provisions of this Agreement or any procedures and requirements as stipulated by RHB Bank and notified to the Merchant from time to time, including but not limited to the Settlement Procedures

RHB Bank may refuse payment to the Merchant for such Transaction and the Merchant agrees that the decision of RHB Bank on this matter, save for manifest error, will be final and conclusive against the Merchant.

In respect of the above, if any payment has been made by RHB Bank:-

- (i) such payment by RHB Bank does not constitute confirmation that the Transactions have been accepted according to the provisions of this Agreement or any procedures and requirements as may be stipulated by RHB Bank and notified to the Merchant from time to time including but not limited to the Settlement Procedures or are free of any discrepancy, irregularity or any violation, if any discrepancy, irregularity or violation of a Transaction was not capable of being discovered by RHB Bank at the prior to or at the time of payment by RHB Bank; and
- (ii) RHB Bank may deduct such payment from subsequent Charges submitted to RHB Bank for payment and/or debit the Merchant's banking or other accounts maintained with RHB Bank and/or exercise its right of set-off (with prior written notice of at least seven (7) days to the Merchant) and/or raise a claim on the Merchant for the Merchant's immediate settlement thereafter and/or resort to any other means available RHB Bank (with notice to the Merchant).

- 3.4 Upon completion of each Transaction as evidenced by the handing over of the completed EDC Slip or Sales Draft or Mail Order Form or Telephone Order Form to the Cardholder, the Merchant is not be permitted to make any alteration or amendment whatsoever in relation to the EDC Slip or Sales Draft or Mail Order Form or Telephone Order Form. Any purported alteration or amendment to any completed EDC Slip or Sales Draft or Mail Order Form or Telephone Order Form will render the same invalid for presentation to RHB Bank for payment.

4 MULTIPLE SALES DRAFTS

- 4.1 The purchase of goods and/or services made by the Cardholder for Mail Order or Telephone Order on any one occasion from the Merchant regardless of their aggregate values shall constitute a single Transaction. The Merchant shall not be permitted to regularise a single Transaction with any Cardholder by means of employing two or more EDC Slip or Sales Draft or Mail Order Form or Telephone Order Forms to evidence a single Transaction. A single Transaction may only be split and recorded in two or more EDC Slip or Sales Draft or Mail Order Form or Telephone Order Forms when the goods and/or services are to be delivered or performed at a later date and one EDC Slip or Sales Draft or Mail Order Form or Telephone Order Form is completed to evidence the payment of a deposit and a second EDC Slip or Sales Draft or Mail Order Form or Telephone Order Form is completed to evidence the obligation of the Cardholder to pay for the balance.
- 4.2 In a case where a single Transaction may be split, the Merchant shall prior to the completion of the Transaction request and obtain from RHB Bank by telephone, RHB Bank's specific authorisation from the source or sources nominated and notified by RHB Bank or through other alternative means acceptable to and notified by RHB Bank, to approve such authorisation and shall record on the EDC Slip or Sales Draft or Mail Order Form or Telephone Order Form the Authorisation Code, the date of the Transaction, details and prices of the goods and/or

services and well as the words "deposit" or "balance" as appropriate.

- 4.3 The EDC Slip or Sales Draft or Mail Order Form or Telephone Order Form containing the description "balance" shall not be presented to RHB Bank for payment until the goods have been delivered or the services rendered.

5 COLLATERAL

- 5.1 RHB Bank may with notice to the Merchant require the Merchant to provide collateral of such nature and value as may be reasonably specified by RHB Bank to commence or continue the use of the Card by way of Mail Order or Telephone Order. The Merchant agrees to take all reasonable action to perfect the collateral reasonably requested by RHB Bank at its own costs.

Schedule 3

INTERNET PAYMENT ACCEPTANCE PROGRAMME

For participation in the Internet Payment Acceptance Programme, the Merchant agrees to the following additional terms and conditions.

1. DEFINITION

For purpose of this Schedule 3, unless the context otherwise requires, the following expressions shall bear the following meanings:

3D Secured Payment Gateway means the payment gateway of MPGS and CYBERSOURCE, which utilises Verified-by-Visa and MASTERCARD SecureCode authentication.

CYBERSOURCE means VISA Payment Gateway Service.

MASTERCARD SecureCode means the system by MASTERCARD whereby the Cardholder may use a password to authenticate their internet purchases.

MPGS means the MASTERCARD Payment Gateway Service.

Verified-by-Visa means the system by VISA whereby the Cardholder may use a password to authenticate their internet purchases.

2. PAYMENT METHOD

2.1 The Merchant shall permit Cardholders to use the payment gateway prescribed by RHB Bank which includes but not limited to 3D Secure Payment Gateway for the Transactions, without prior payment in cash or by cheque with effect from the date as stated in the Letter of Offer.

2.2 The Merchant Discount for each Transaction for this Payment Method is as stated in the Letter of Offer. RHB Bank may vary the Merchant Discount by giving prior notice of at least twenty-one (21) calendar days to the Merchant and stating in the notice the reason(s) for such variation.

3. HONOUR OF THE PAYMENT METHODS AND TRANSACTIONS

3.1 Further and pursuant to Clause 2 of this Agreement, any Settlement Procedures for Internet Transactions carried out by the Merchant after RHB Bank's 3D Secured Payment Gateway cut off time at 8p.m. shall be considered as completed on the next Business Day and if RHB Bank deems that it is necessary to change the cut off time for Settlement Procedures for Internet Transactions other than 8p.m. (GMT+8) RHB Bank may carry out the changes by giving prior Merchant and stating in the notice the reason(s) for such changes.

3.2 The Merchant must not carry out any Settlement Procedure and must refuse acceptance of such authentication by Verified-by-Visa or MASTERCARD SecureCode as payment for any goods and/or services if any of the following circumstances occurs:-

(a) The Verified-by-Visa or MASTERCARD SecureCode has been declared by RHB

Bank or its agent or by any other bank, corporation, organisation or business entity authorised by VISA and/or MASTERCARD to be improperly used, unauthorised, stolen, blocked, counterfeit, cancelled or invalid or as involving an actual or suspected breach or compromise of security, for any reason whatsoever;

- (b) There has been an improper use of the Verified-by-Visa and/or MASTERCARD SecureCode or an actual or suspected security or password breach or compromise or malfunction or failure of any Verified-by-Visa and/or MASTERCARD SecureCode (including the Merchant's 3D Secure Payment Gateway) or any 3D Secure Payment Gateway Equipment and Materials;
- (c) The Merchant has reasons to believe that the Cardholder's Verified-by-Visa and/or MASTERCARD SecureCode may be improperly used, unauthorised, stolen, blocked, counterfeit, cancelled or invalid or may involve an actual or suspected breach or compromise of security;
- (d) There are suspicious circumstances surrounding the presentation of the Verified-by-Visa and/or MASTERCARD SecureCode or the proposed Transaction;
- (e) The Merchant has reasons to believe that the Cardholder's payment is for any debt incurred in any manner whatsoever by the Cardholder with the Merchant from a loan raised by the Cardholder through the use of the Verified-by-Visa and/or MASTERCARD SecureCode unless such debt has been incurred by the Cardholder pursuant to an underlying trade Transaction connected with the Merchant's business and if a cheque issued by the Cardholder to settle a debt incurred pursuant to any underlying Transaction is dishonoured, the Merchant must not thereafter accept payment of the same debt from the Cardholder if the Cardholder uses the 3D Secure Payment Gateway to make the payment on-line; and
- (f) The Merchant has reasons to believe that the Cardholder's payment is for any Unlawful Activity.

3.3 The Merchant shall do the following:-

- 3.3.1 Post on the Merchant's Web Site a notice to Cardholders, a reminder of any restrictions in import or export laws or regulations, tariffs or taxes to be envisaged before making the purchase and to state accurately delivery period in the country of the Merchant's domicile and out of the Merchant's domicile;
- 3.3.2 Set up at its own costs the Merchant's Web Site and provide on the Merchant's Web Site full description of the goods and/or services available to the Cardholder including description of any guarantees and/or warranties granted by the supplier and/or manufacturer of such goods and/or services; and
- 3.3.3 Post on the Merchant's Web Site the Cardholder service policy stated in Clause 2.12(e) this Agreement.

4 MERCHANT'S DUTY IN RESPECT OF UNACCEPTABLE CARDS

- 4.1 If the Merchant is unable to determine the validity of a Verified-by-Visa and/or MASTERCARD SecureCode, the Merchant must refuse acceptance of such Verified-by-Visa and/or MASTERCARD SecureCode.
- 4.2 The Merchant to indemnify RHB Bank against any liabilities, claims, proceedings, expenses or losses whatsoever in respect of any refusal or acceptance of any Verified-by-Visa and/or MASTERCARD SecureCode by the Merchant and/or its servants and/or its agents and/or its employees in the course of carrying out its obligation hereunder, unless such liabilities, claims, proceedings, expenses or losses are due to the act, omission, default, negligence and/or misconduct on the part of RHB Bank and/or any of its employees, representatives and agents.

- 4.3 In cases of rejection of any Verified-by-Visa and MASTERCARD SecureCode for whatever reason or any unsuccessful Transaction for whatever reason, the Merchant must advise the relevant Cardholder to contact the issuer of the authentication for clarifications.

5 COMPLETION OF TRANSACTION

- 5.1 On each occasion before the Verified-by-Visa and/or MASTERCARD SecureCode is accepted to evidence any Transaction between the Merchant and the Cardholder, the Merchant must at the time of sale,
- (i) verify the validity of the Verified-by-Visa and/or MASTERCARD SecureCode; and
 - (ii) the identity and authority of the Cardholder of the Verified-by-Visa and/or MASTERCARD SecureCode in the use of the Verified-by-Visa and/or MASTERCARD SecureCode;
 - (iii) complete such other documents in accordance with the requirements of RHB Bank (as notified to the Merchant) and all other applicable statutory requirements and prior to the completion of any Transaction; and
 - (iv) ensure that all Transactions are processed in accordance with all procedures and requirements as stipulated and notified to the Merchant by RHB Bank from time to time including but not limited to the Settlement Procedures.
- 5.2 Upon completion of each Transaction, the Merchant is not permitted to make any alteration or amendment whatsoever in relation to the Transaction or to any Merchant Report. Any purported alteration or amendment in relation to any Transaction or to any Merchant Report will render the same invalid for presentation to RHB Bank for payment.
- 5.3 The Merchant undertakes to ensure:-
- (i) that confidentiality and security of all information including but not limited to any user data, credit card numbers and passwords required to be entered by any Cardholder on the Merchant's Web Site is maintained at all times; and
 - (ii) that all Transactions including the entry of any information (including any user data and passwords required to be entered by Cardholders) on the Merchant's Web Site meets

the procedures and requirements as stipulated and notified to the Merchant by RHB Bank from time to time (provided it has been notified to the Merchant) relating to confidentiality and security.
- 5.4 The Merchant undertakes to ensure delivery of the goods and/or performance of the services within the time specified (if any) on the Merchant's Web Site before completing any Transaction and undertakes to in any event deliver all goods and/or perform all services purchased within seven (7) Business Days from the Transaction Date.

Schedule 4

INSTALMENT PAYMENT PLAN ACCEPTANCE PROGRAMME

For participation in the Instalment Payment Plan Acceptance Programme, the Merchant agrees to the following additional terms and conditions.

1. DEFINITION

For purpose of this Schedule 4, unless the context otherwise requires, the following expressions shall bear the following meanings:

“Instalment Payment Plan Acceptance” means a payment method facility provided by RHB Bank to the Merchant to which the Merchant shall permit Cardholders to charge to their Card account, through the use of the Card, as payment for the Transactions at the prescribed Merchant Discount without prior payment in cash or by cheque in such number of monthly Instalments as may be agreed by RHB Bank.

“Instalment” means an instalment under Instalment Payment Plan Acceptance of an amount and at the frequency agreed between RHB Bank and the Merchant.

2. PAYMENT METHOD

2.1 The Merchant shall permit Cardholders to use the Instalment Payment Plan Acceptance with effect from the date as stated in the Letter of Offer.

2.2 The Merchant Discount for each Transaction for this Payment Method is as stated in the Letter of Offer. RHB Bank may vary the Merchant Discount by giving prior notice of at least twenty-one (21) calendar days to the Merchant and stating in the notice the reason(s) for such variation.

3. AUTHORISATION

Notwithstanding any Floor Limit set above zero (0), the Merchant shall obtain Authorisation for each Transaction pursuant to Instalment Payment Plan Acceptance.

4. AMOUNT OF TRANSACTION

RHB Bank may specify and notify the Merchant of a minimum and/or a maximum amount for each Transaction from time to time.

5. UNDERTAKING

The Merchant agrees and undertakes that it shall accept only RHB Bank issued credit cards for Instalment Payment Plan Acceptance Programme. Further, the Merchant agrees and undertakes that:-

- (a) all Transactions Transactions slips and application form shall be kept by Merchant at a secured place and to produce documents to RHB Bank reasonably requested by RHB Bank, failing which RHB Bank will with prior notice to the Merchant initiate a chargeback to the Merchant in accordance with the provision of this Agreement;

- (b) it shall accept Transaction as requested by Cardholder without any forms of suppression; and
 - (c) it agrees to fully indemnify RHB Bank and to keep RHB Bank fully indemnified against all losses, damages, claims and costs and expenses whatsoever which RHB Bank may suffer by reason of or arising out of any breach of the above provision by the Merchant.
-

6. SALES DRAFT

6.1 In addition to the information presented to RHB Bank for the performance of the Sales Draft Settlement, the Merchant must ensure that each Sales Draft relating to Instalment Payment Plan Acceptance also includes and contains the following particulars:

- (a) the Term elected by the Cardholder under Instalment Payment Plan Acceptance;
- (b) the Instalment to be paid by the Cardholder; and
- (c) any other information required by RHB Bank as notified to the Merchant from time to time.

Schedule 5

AUTOBILLING ACCEPTANCE PROGRAMME

For participation in the Autobilling Acceptance Programme, the Merchant agrees to the following additional terms and conditions.

1. DEFINITION

For purpose of this Schedule 5, unless the context otherwise requires, the following expressions shall bear the following meanings:

“**Autobilling**” means the services provided to the Merchant by RHB Bank which enables a Enrolled Cardholder to make payment for any Transactions which are recurring at a predetermined interval.

“**Enrolled Cardholder**” means a Cardholder who is enrolled to the Autobilling service.

“**Form**” means the form or forms supplied by RHB Bank for the purpose of subscribing to the Autobilling service.

“**Recurring Payment**” means an arrangement in which a Cardholder pre-authorized the Merchant to charge the Cardholder’s Card account at a predetermined interval, the amounts of which need not be the same for each Transaction.

“**Recurring Payment Transactions File**” means a report as compiled and prepared by the Merchant from time to time, which contains the relevant billing information, relating to the Enrolled Cardholder.

“**Transactional Batch Report**” means a report supplied by RHB Bank to the Merchant for the purpose of recording the approved and rejected a Transaction.

2. PAYMENT METHOD

2.1 The Merchant shall permit Cardholders to use the Autobilling with effect from the date as stated in the Letter of Offer.

2.2 The Merchant Discount for each Transaction for this Payment Method is as stated in Item 7 of Letter of Offer. RHB Bank may vary the Merchant Discount by giving prior notice of at least twenty-one (21) calendar days to the Merchant and stating in the notice the reason(s) for such variation.

3. PROCEDURE

Prior to the Merchant allowing the Cardholder to charge the Card using Autobilling, a Cardholder shall enrol with the Merchant or RHB Bank by completing the Form.

The Merchant agrees to abide by all manuals, instructions and other requirements imposed imposed and notified by RHB Bank in completing a Recurring Transaction.

3.1 Each party shall submit a list of all Cardholders who submitted the Form to it to the other party in such manner as may be prescribed and notified by RHB Bank from time to time. The decision whether to approve each Form shall be agreed by the parties. The parties shall confirm the list of Cardholders, who has been successfully enrolled for the Autobilling, with each other in such manner as at such a time as may be prescribed and notified by RHB Bank from time to time.

- 3.2 Each party as soon as practicable inform the other party of any cancellation, termination or modification of the Autobilling instructions and any such change will not take effect for at least 60 days after such notification.
- 3.3 Any request received by the Merchant pertaining to a change of account numbers/Card number or the details for a Recurring Payment, will be sent to RHB Bank for further action, to the attention of such officer and at such address as from time to time specified and notified to the Merchant for this purpose.

4. PROCESSING

- 4.1 The Merchant shall submit the Recurring Payment Transactions File to RHB Bank for authorisation and processing.
- 4.2 Each Recurring Payment Transactions File shall conform to such file format, interfacing requirements, mode of transmission, processing schedule, operating requirements, fallback processing agreements and other requirements as mutually agreed from time to time.
- 4.3 RHB Bank will process the Recurring Payment Transactions File and send the Transactional Batch Report to the Merchant within such time as it may specify and notify to the Merchant. The Merchant will not resend the rejected Transactional Batch Report to RHB Bank. RHB Bank may, by giving prior notice of at least twenty-one (21) calendar days to the Merchant and stating in the notice the reason(s) for such change, change the procedure relating to the processing of Recurring Payment for Autobilling. Any Transaction accepted in a payment transaction under this provision shall will not preclude RHB Bank from subsequently not accepting the Transaction as satisfying the requirements prescribed and notified by RHB Bank, if any non-satisfaction of such requirements was not capable of being discovered by RHB Bank at the prior to or at the time of payment by RHB Bank.
- 4.4 The Merchant update its records of payments for bills made by Cardholders within 7 days upon receipt of a payment file based on the successful Transactions set out therein, or by such date of each calendar month as both Parties may agree (as applicable).
- 4.5 RHB Bank will only be obliged to pay the Merchant for any Recurring Payment Transaction after RHB Bank has :-
 - (i) satisfied itself that the Card used was not an invalid Card and that the Transaction was not otherwise suspicious.; and
 - (ii) notified the Merchant that the Transaction will be acquired.
- 4.6 If RHB Bank prescribes the equipment to be used to process Transactions for Recurring Payments by the Merchant, the Merchant shall only use such equipment for Recurring Payments Transactions.

5. TERMINATION OF AUTOBILLING

- 5.1 RHB Bank may, by giving prior notice of at least twenty-one (21) calendar days to the Merchant and stating in the notice the reason(s) for such termination, terminate the Autobilling to the Merchant, whether in respect of any or any all category of Card, Cardholder or generally.. RHB Bank shall not be responsible for notifying the affected Cardholders of the termination of the Autobilling facility nor be responsible to the Merchant for any loss, claim, costs, expenses or damages arising from the termination of Autobilling due to the act, omission, default, negligence and/or misconduct on the part of the Merchant.

Schedule 6

DOMESTIC DEBIT CARD ADDITIONAL TERMS AND CONDITIONS

1. MyDebit Services

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

2. Payment Type

- 2.1 The Merchant shall support MyDebit Transaction that enables Cardholders of debit cards to use their ATM cards to pay directly from their bank account via POS terminal and a dual interface which supports both contact and contactless Transactions.

3. Obligations of the Merchant

- 3.1 The Merchant shall at all times comply with the Consumer Protection Act 1999 (which is available on RHB Bank's website at www.rhbgroup.com) as the Merchant is prohibited to engage in any misleading and deceptive conduct, false misrepresentation and unfair claims in selling their products and services.
- 3.2 The Merchant shall not be involved or engaged in business activities that contravenes the laws of Malaysia.
- 3.3 The Merchant is prohibited from re-selling or acquiring any other sub-merchants into the MyDebit Services or act as merchant aggregators for other merchants, without the prior written consent from RHB Bank (which consent may not be unreasonably withheld) and/or MyDebit Operator.
- 3.4 The Merchants are not allowed to set purchase limit.
- 3.5 The Merchant shall ensure that it does not impose any surcharge on a Transaction made using MyDebit.
- 3.6 The Merchant shall select its preferred debit card network and if no selection is made, the Merchant agrees that RHB Bank shall route all debit card transactions to the lowest costing route. The Merchant also agrees to furnish complete and accurate information as may be reasonably requested by RHB Bank and/or MyDebit Operator.
- 3.7 The Merchant shall open and maintain a Merchant account with RHB Bank for purpose of the transfer of funds to the Merchant.
- 3.8 The Merchant is prohibited from retaining any MyDebit Cards belonging to the Cardholders.
- 3.9 The Merchant must not capture any of the MyDebit Cards at their Terminals or kiosks at any point in time. If the MyDebit Cards are captured due to technical reasons or any other reasons, the Merchant

shall undertake to return the cards to RHB Bank for its onward submission to the Issuer within 24 hours.

- 3.10 The Merchant shall take all reasonable actions necessary to ensure that all Terminals and PIN Pads operated at their premises are available for use by Cardholder during MyDebit switch operating hours and that the Terminal and PIN Pads are utilised and have complied with the requirements set out in the Operational Procedures ..
- 3.11 The Merchant shall comply with all applicable rules, guidelines, regulations, circulars and laws, including but not limited to the MyDebit Brand guidelines and the Operational Procedures at all times.
- 3.12 The Merchant shall prominently display MyDebit logo and MyDebit Services marks and shall must inform the public that MyDebit Services are available at the Merchant's premise and/or on all documentation issued and/or used in connection with the provision of the services in order to identify and promote MyDebit Services.
- 3.13 The Merchant shall assist any Issuer and/or RHB Bank with any inquiry in respect of misuse of the MyDebit Services.
- 3.14 The Merchant must accept and honour all valid MyDebit Cards when presented by Cardholders at any Terminal displaying the logo and provide the goods and services on the same terms and conditions as those under which it supplies the goods and services to person purchasing goods or services by means other than MyDebit Cards.
- 3.15 The Merchant shall ensure the confidentiality and security of PIN entered at the Terminal.
- 3.16 The Merchant shall ensure that each sales and purchase Transaction is confirmed by the Cardholder in a manner applicable to the Terminal.
- 3.17 The Merchant shall operate the Terminal in accordance with RHB Bank's instructions and/or directions notified to the Merchant..
- 3.18 The Merchant shall not misuse or tamper with the Terminal in any way.
- 3.19 The Merchant shall notify RHB Bank of the Terminal failure within two (2) Business Days after becoming aware of the failure of the Terminal.
- 3.20 The Merchant must not make any warranties nor representations in respect of goods and services supplied which may bind RHB Bank, MyDebit Operator, Issuer or any other participants in the MyDebit Services. This Clause shall survive the termination of MyDebit Services and shall not affect either party's rights accrued and obligations incurred before termination.
- 3.21 For purpose of Item 3.18, the Merchant will be liable for any claims, damages and expenses arising from or caused by the misuse or unauthorised usage of the MyDebit Brand by the Merchant. In the event of such breach, the utilisation of MyDebit Services shall be terminated accordingly and the Merchant must cease all promotional and advertising activities that could be associated with MyDebit Services.
- 3.22 RHB Bank may disclose the Merchant's information to MyDebit Operator, as may be reasonably required for the purpose of providing the MyDebit Services.
- 3.23 The Merchant shall ensure that its customers are aware that card payments can be made via MyDebit.

4. Obligations of RHB Bank

- 4.1 RHB Bank shall implement reasonable measures to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected activities, products and contravene Malaysian laws.

- 4.3 RHB Bank must implement reasonable measures to determine whether the Merchants comply with all applicable requirements stipulated in the Operational Procedures and this Agreement.
- 4.4 RHB Bank must implement reasonable measures to determine whether all Terminals and PIN Pads operating at the Merchant's premises are available for use by Cardholders during MyDebit switch operating hours and whether the Terminals and PIN Pads are utilized and comply with the requirements set in the Operational Procedures of MyDebit Operator.
- 4.5 RHB Bank shall provide the necessary training to Merchants on an on-going basis.
- 4.6 RHB Bank transparently disclose to Merchants the interchange rates of the debit card schemes and the true effective cost of the two priority network routing choices (either MyDebit Priority Routing or AID Priority Routing) and accurately provide all information necessary for the Merchant to make an informed decision on network routing.
- 4.7 RHB Bank shall route all debit card transactions to the lowest costing route if no selection (to indicate the Merchant's preferred debit card network) is made by the Merchant.
- 4.8 If the Merchant selects MyDebit Operator as the route for debit card transactions, RHB Bank shall lodge this confirmation with MyDebit Operator at least seven (7) Business Days before the routing to MyDebit takes effect.
- 4.9 RHB Bank shall route the Merchant's debit Transactions to the network with the lowest interchange cost and MDR in the event a Merchant does not decide on the preferred debit network routing and shall obtain the appropriate consent from the Merchant to disclose the information provided by the Merchant in the Merchant's Lowest Cost Routing Declaration and Acquirer's Fair Pricing Declaration to MyDebit Operator.

"Lowest Cost Routing Declaration" means the declaration by the Merchant or RHB Bank, as the case may be, to MyDebit Operator, declaring the decision to opt-in or opt-out of the routing of all MyDebit Card Transactions to the lowest cost debit card network.

"Acquirer's Fair Pricing Declaration" means the quarterly declaration by RHB Bank to MyDebit Operator, declaring that fair prices have been quoted to Merchants in the preceding quarter.

- 4.10 RHB Bank shall complete and submit the Acquirers Fair Pricing Declaration on a quarterly basis, furnishing all necessary information completely and accurately. RHB Bank shall submit the Acquirers Fair Pricing Declaration to MyDebitOperator by 15 January, 15 April, 15 July and 15 October of every year.
- 4.11 If there will be disruptions due to scheduled maintenance, RHB Bank shall provide seven (7) Business Days advanced notice to the Merchant and MyDebit Operator, clearly specifying the duration and period of disruption. RHB Bank shall be subsequently required to provide the Merchant with sufficient targeted reminders closer to the scheduled maintenance to ensure that the Merchant is aware of the disruption.
- 4.12 RHB Bank shall inform the Merchant when the system or equipment is not available for use or when there is a malfunction.
- 4.13 RHB Bank shall ensure that the Merchant is paid in a timely manner in accordance to this Agreement upon receiving the funds via the interbank settlement at MyDebit Operator.

5. Advertisement and Use of Logo

- 5.1 MyDebit Operator owns all rights, titles and interest in the MyDebit Brand and the MyDebit Operator may specify and amend, and/or RHB Bank may specify and by giving prior notice of at least twenty-one (21) days to the Merchant and stating in the notice the reason(s) for such amendment, amend the requirements relating to the use and/or display of the MyDebit Brand.

- 5.2 The Merchant shall comply with the requirements, process and/or guidelines prescribed and notified by the MyDebit Operator based on the MyDebit Brand guidelines.
- 5.3 The Merchant must use the appropriate denotation or legends of trademark registrations or ownership in connection with MyDebit Brand as required or consented to by the MyDebit Operator and/ or RHB Bank.
- 5.4 The Merchant shall only use the MyDebit Brand for the purpose of publicising, indicating and advertising that the Merchant accepts payment request to MyDebit Services.
- 5.5 The MyDebit Operator and/or RHB Bank have the right to direct the Merchant to make changes to their use of the MyDebit Brand to rectify any non-compliance or potential non-compliance.
- 5.6 The MyDebit Operator through RHB bank, may direct the Merchant to cease using the MyDebit Brand where such use is in breach of this Agreement or the terms in the Operational Procedures which is applicable to the Merchant as stipulated in this Agreement.
- 5.7 The Merchant must not use the MyDebit Brand in such a way to create an impression that the goods and services offered by the Merchant are sponsored, produced, offered or sold by the owner of the MyDebit Brand. The Merchant must not adopt "MyDebit" or any other MyDebit Brand as any part of the name of its business or apply it to any goods or services offered for sale.
- 5.8 The Merchant must immediately on becoming aware of any infringement or potential infringement of the MyDebit Brand, notify RHB Bank.

6. Disclaimer by MyDebit Operator

- 6.1 RHB Bank and the MyDebit Operator shall not be liable for any claims, actions, demands, costs, expenses, losses, damages (actual and consequential) including legal costs that are incurred or suffered by the Merchants arising out of or caused by RHB Bank in connection with the operations and services provided by RHB Bank under the MyDebit Services unless such claims, actions, demands, costs, expenses, losses, damages due to the act, omission, default, negligence and/or misconduct on the part of RHB Bank and/or MyDebit Operator and/or any of its employees, representatives and agents. Any dispute on the MyDebit Services shall be resolved between the Merchant and RHB Bank. The Merchant may reach out to the Ombudsman for Financial Services for any further dispute.

7. Disputes/Claims

- 7.1 All disputes on My Debit Services shall be processed as per Debit Card policy agreement as issued by Bank Negara Malaysia and notified to the Merchant.
- 7.2 The Merchant shall furnish all relevant information within seven (7) days upon request to assist RHB Bank to facilitate the relevant investigation on the disputed Transactions, fraudulent Transactions, request and refund based on procedures as stated in this Agreement.
- 7.3. If valid request to recover fund was received by the Merchant within sixty (60) days of the Transaction, the Merchant shall assist to address the request to the Cardholder's reasonable satisfaction:
 - 7.3.1 The Cardholder may submit request to the Merchant after MyDebit payment has been made based on the following reasons:
 - (a) Goods or services purchased were not rendered due to the Merchant non-performance or insolvency; or
 - (b) Cardholder's bank account was erroneously debited multiple time for a single purchase or charged with an incorrect amount by the Merchant.

- 7.3.2 Upon receiving request for refund, the Merchant shall respond and address all requests for refund within seven (7) Business Days.
- 7.4 The Merchant may provide evidence to contest the claim which shall include but not limited to proof of delivery certification from the suppliers on the authenticity of goods or other documentation to demonstrate the Merchant's obligation. If the Merchant is not able to produce any document to refute the claim within the timeframe stipulated above then the Merchant will need to refund the purchase proceeds within three (3) Business Days.
- 7.5 If the Merchant is not able to adequately refute a refund claim, RHB Bank may with prior written notice of at least seven (7) days to the Merchant, debit any of the Merchant's account maintain with RHB Bank for the discovery of the disputed sum.

8. Dispute Resolution

- 8.1 All decisions rendered by MyDebit Operator in response to complaints from the Merchant is binding on RHB Bank.
- 8.2 Referring allegations of non-compliance to MyDebit Operator does not preclude the right of the Merchant to take the dispute to the respective industry arbitration or mediation bodies or Ombudsman for Financial Services.

9. Fraud and Security

- 9.1 The Merchant shall also comply with all applicable laws of Malaysia in relation to fraud (which are available on RHB Bank's website at www.rhbgroup.com).
- 9.2 In the interest of safeguarding the integrity of the MyDebit Service, MyDebit Operator and/or RHB Bank may, with written notice to the Merchant, direct Merchants to take any reasonable measures that MyDebit Operator and/or RHB Bank may deem necessary to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected.