



ME12PAY DIGITAL SDN BHD

(Company No. : 1270498-M)

2-19-01 Worldwide @ 7,
Jalan Lazuardi 7/29, Seksyen 7,
40000 Shah Alam, Selangor, Malaysia

Tel : 03 – 5569 7977 Fax : 03 – 5569 9877

Ruj. Kami : ME/2021/M/V03

Tarikh:

Nama Syarikat dan Alamat :	
No. Syarikat :	

Tuan / Puan,

PER: PERJANJIAN (MERCHANT AGREEMENT)

Kami merujuk kepada perkara di atas dan dengan sukacitanya ingin memaklumkan kepada pihak Tuan/Puan bahawa permohonan sebagai Merchant ME12PAY telah diluluskan dan kelulusan tersebut adalah tertakluk kepada syarat-syarat seperti di bawah :-

1) Perkhidmatan, Peralatan Dan Caj Untuk Program Merchant ME12PAY

2.1) Perkhidmatan

- i) ME12PAY akan menyediakan Aplikasi (ME12PAY App) yang boleh dimuat-turun di telefon pintar atau komputer tablet.
- ii) Program Merchant ME12PAY akan dilaksanakan melalui melalui ME12PAY App atau ePOS yang disediakan.
- iii) Pihak Syarikat boleh mengakses ME12PAY App untuk fungsi-fungsi sedia ada.
- iv) Taklimat kepada pihak Syarikat;
- v) Bantuan dan latihan oleh Kakitangan ME12PAY yang dilantik;
- vi) Laporan atau Penyata Transaksi kepada pihak Syarikat; dan
- vii) Penyelesaian atau pembayaran berkala (periodic settlement of payment) kepada akaun bank Syarikat.

2.2) Peralatan

ME12PAY akan menyediakan peralatan berikutnya kepada pihak Syarikat : -

- i) Aplikasi ME12PAY App
- ii) Poster
- iii) ePOS Terminal

Nota : Pihak Syarikat boleh muat-turun ME12PAY App melalui Google Play Store (untuk Android) atau Apple Store (untuk iPhone).

Untuk mengelakkan keraguan, butiran yang dinyatakan di atas dalam Klausula 2.2 (i) hingga (ii) adalah hanya digunakan untuk Program Xused, Program Rekod Kehadiran Pelajar dan Program ME12PAY Baucar Pra-Bayaran Makanan sahaja.

2.3) Caj / Fi untuk Program Merchant ME12PAY

ME12PAY akan mengenakan Caj atau Fi sebanyak **2% atas nilai transaksi.**



2.4) Penyelesaian / Pembayaran Berkala (*Payment of Settlement*)

ME12PAY akan membuat Penyelesaian / Pembayaran berkala (*Payment of Settlement*) kepada pihak Syarikat pada hari berikutnya selepas menolak Caj/Fi dalam Klausa 2.3.

2) Kerjasama Pihak Syarikat Di Bawah Program Merchant ME12PAY

Demi mengamalkan budaya pembayaran tanpa tunai dan memastikan kejayaannya, kerjasama daripada pihak Syarikat seperti yang di bawah akan membantu memupuk budaya dan mempercepatkan kadar pengamalan budaya pembayaran tanpa tunai : -

- i) Membolehkan pembelian di Kedai/Premis Syarikat secara tanpa tunai melalui Aplikasi ME12PAY atau ePOS;
 - ii) Memberi maklumbalas kepada ME12PAY untuk tujuan penambahbaikan atau memperbaiki Program Merchant ME12PAY dan sistem terlibat;
 - iii) Membenarkan kakitangan ME12PAY untuk mengadakan perbincangan dan taklimat mengenai program tersebut secara fizikal atau atas talian (*virtual*) dari semasa ke semasa pada masa yang sesuai dan diluluskan oleh pihak Syarikat.
- 3) Kami amat berterima kasih atas persetujuan pihak Syarikat untuk menyertai Program Merchant ME12PAY ini. Sesalinan Borang Pendaftaran (rujuk **Lampiran A**) dan Syarat-Syarat *Terms and Conditions of Services (Merchants)* (rujuk **Lampiran B**) untuk program tersebut adalah dilampirkan untuk tindakan dan perhatian pihak Tuan/Puan yang selanjutnya.
- 4) Sila hubungi kami di talian +6019 383 1706 (En Adillah Bin Abu Samah) atau emel info@me12pay.com atau adillahas@me12pay.com sekiranya terdapat sebarang pertanyaan. Sekian.

Yang benar,

ME12PAY Digital Sdn Bhd

A handwritten signature in black ink, appearing to read 'Adillah Bin Abu Samah', is written over a horizontal line.

ADILLAH BIN ABU SAMAH

Ketua Pegawai Eksekutif

Lampiran A – Borang Permohonan Untuk Pendaftaran Dan Arahan Pembayaran

Lampiran B – Terms and Conditions of Services (Merchant)

PENGAKUAN DAN PENERIMAAN

Saya, bagi pihak Syarikat _____
bersetuju untuk menyertai Program Merchant ME12PAY yang tertakluk kepada terma seperti yang tersebut di dalam surat ini serta lampiran-lampirannya.

Nama :

Jawatan :

Tarikh :

APPLICATION FORM FOR REGISTRATION AND PAYMENT INSTRUCTION
BORANG PERMOHONAN UNTUK PENDAFTARAN DAN ARAHAN PEMBAYARAN
(MERCHANT'S DESIGNATED BANK ACCOUNT)

(for remittance of Settlement Proceeds) (untuk pembayaran Penyelesaian Hasil)

LAMPIRAN A



Instruction : Please complete the form in CAPITAL LETTERS and ensure all the mandatory fields (*) are duly completed and marked (X) on the applicable boxes.

Arahan : Sila isi borang dengan HURUF BESAR dan pastikan bahagian mandatori (*) diisi dan tanda (X) pada kotak yang berkenaan.

1) PARTICULARS OF ACCOUNT BUTIR-BUTIR PEMEGANG AKAUN

Type of Application * Jenis Permohonan *	<input type="checkbox"/> New Application Permohonan Baru	<input type="checkbox"/> Maintenance Kemaskini	<input type="checkbox"/> Termination Pembatalan
Account Holder's Name * Nama Pemegang Akaun *			
NRIC / Passport Number * No. Kad Pengenalan / Pasport *			
Type of Account * Jenis Akaun *	<input type="checkbox"/> XUSED	<input type="checkbox"/> ME12PAY Prepaid Voucher	<input type="checkbox"/> Others (please specify sila nyatakan) Lain-Lain
Account Number* (to be debited) Nombor Akaun * (untuk didebit)			
Telephone Number * Nombor Telefon *			
Email * Emel *			

2) PAYMENT INSTRUCTION ARAHAN PEMBAYARAN

Name of Beneficiary * Nama Penerima *							
Name & Address of Beneficiary Bank * Nama & Alamat Bank Penerima *							
Beneficiary Account Number * Nombor Akaun Penerima *							
Recipient Refence Rujukan Penerima							
Payment Date Commencement Tarikh Bermula Bayaran	D	D	M	M	Y	Y	Y
Expiry Date Tarikh Tamat Tempoh	D	D	M	M	Y	Y	Y

3) DECLARATION BY ACCOUNT HOLDER DEKLARASI OLEH PEMEGANG AKAUN

- i) All alterations and cancellations should be notified 7 working days before payment.
Semua perubahan dan pembatalan hendaklah diberitahu 7 hari bekerja sebelum pembayaran.
- ii) I/We hereby authorise ME12PAY to debit ALL amount in my/our account inclusive of any charges. I/We undertake to ensure that sufficient funds/value are kept in my/our account to meet the payment instruction(s).
Saya/Kami dengan ini memberi kebenaran kepada ME12PAY untuk mendebitkan KESEMUA amaun di dalam akaun saya/kami termasuk bayaran fi. Saya/Kami berakujanji untuk memastikan bahawa akaun saya/kami mengandungi dana/nilai yang cukup untuk menjelaskan arahan pembayaran tersebut.
- iii) I/We hereby consent to the disclosure or delivery by ME12PAY of the information in this Form to ME12PAY, ME12PAY's related companies or any third parties engaged by ME12PAY for the purposes of this instruction.
Saya/Kami dengan ini menyetujui pendedahan atau penghantaran maklumat dalam Borang ini oleh ME12PAY, syarikat berkaitan ME12PAY atau mana-mana pihak ketiga yang diambil oleh ME12PAY untuk tujuan arahan ini.
- iv) I/We hereby declare that all information provided is true and correct. I/We further agree to indemnify and hold ME12PAY harmless and indemnified against all actions, proceedings, claims, damage, cost, expenses, demands and losses which ME12PAY may incur or sustain by reason of ME12PAY providing this Service and/or arising from errors, mistakes or omissions on the part of the Account Holder or the Beneficiary.
Saya/Kami dengan ini mengisytiharkan bahawa semua maklumat yang diberikan adalah benar dan tepat. Saya/Kami bersetuju untuk menanggung segala kerugian dan memastikan ME12PAY tidak dipertanggungjawabkan dan ditanggung rugi terhadap semua tindakan, prosiding, tuntutan, ganjaran, kos, perbelanjaan dan kerugian yang mungkin ditanggung atau dialami oleh ME12PAY disebabkan ME12PAY menyediakan Perkhidmatan ini dan/atau berbangkit daripada kesilapan, kesalahan atau peninggalan maklumat oleh pihak Pemegang Akaun atau Penerima.
- v) I/We understand and accept that this Standing Instruction is subject to the Terms and Conditions as stated herein and may be amended by ME12PAY from time to time. I/We hereby agree that I/We have read and understood the contents of this Form and the Terms and Conditions specified and agree to be bound by them.
Saya/Kami memahami dan menerima bahawa Arahan Tetap ini adalah tertakluk kepada Terma-Terma dan Syarat-Syarat seperti yang dinyatakan di sini dan mungkin diubahsuai oleh ME12PAY dari masa ke semasa. Saya/Kami dengan ini bersetujui bahawa saya/kami telah membaca dan memahami kandungan Borang ini dan Terma-Terma dan Syarat-Syarat yang dinyatakan dan bersetujui terikat olehnya.

Signature *
Tandatangan * _____
Account Holder's Signature
Tandatangan Pemegang Akaun

Date *
Tarikh * _____
D D M M Y Y

4) FOR ME12PAY'S USE ONLY UNTUK KEGUNAAN ME12PAY SAHAJA

Particulars of Account Holder checked & confirmed by	Date	Signature
_____	_____	_____
Staff Signature	Received :	_____
Staff ID :	_____	_____
Staff Name :	Processed :	_____

Clause	Description
1.	The Merchant hereby agrees to be bound by the Terms and Conditions set forth herein and in the respective schedules.
2.	In consideration of ME12PAY providing the ME12PAY Services, the Merchant has agreed to pay ME12PAY the Service Charges.
3.	Definitions In this Agreement where the context so admits the following expressions shall have the meaning designated unless otherwise distinguished:
4.	“Account” means your ME12PAY Virtual Bank Account which is:- 1. linked to your business (if body corporate) or Identification Card (if individual); 2. managed and supervised by ME12PAY; and 3. which records, amongst other things, the amount of Electronic Money which is available to you for use;
5.	“Agreement” means this agreement including any schedules thereof, the Privacy Notice and the Merchant Application Form submitted by the Merchant;
6.	“Bank Charges” means any bank charges charged by the bank for the remittance of Settlement to the Merchant by ME12PAY;
7.	“Biometric Authentication” means your identification verification process that involves a biological input or the scanning or analysis of some part of the body which includes but not limited to fingerprint scanning, face scanning, voice scanning, Face ID or Voice ID.
8.	“Business Day” means a day (excluding Saturdays, Sundays and public holidays) on which banks in the state of Selangor are open for general banking business;
9.	“Campaign” means campaigns/ activities/ initiatives which may be initiated by ME12PAY from time to time which are to be taken part by the Merchants;
10.	“Commencement Date” means the date of the Merchant Application Form or Agreement or the date ME12PAY may notify Merchant via electronic mail or any other methods as determined by ME12PAY from time to time;
11.	“Confidential Information” means any documents, knowledge, data, or information of whatsoever nature disclosed to or acquired by the Merchant directly or indirectly from ME12PAY in connection with the Agreement, or otherwise including, but not limited to the following: (a) financial information; (b) technical information, including but not limited to research, development, procedures, data, designs, and technical know-how; (c) business information, including but not limited to operations, planning, marketing interests, and services disclosed by ME12PAY to the government or regulatory body; (d) personal information/data of any Customers, and ME12PAY’s staff; and all confidential or proprietary concepts, documentation, reports, lists, files, data, specifications, software, source code, object code, flow charts, databases, data files, inventions, information, know-how and trade secrets, whether or not patentable or copyrightable;
12.	“Charge Back” means, where relevant, any disputed transactions between ME12PAY and Merchant arising from the Campaign, which may be charged ultimately to the Merchants by way of Deduction;
13.	“Customer” means any person holding a valid ME12PAY Account and purchases Services or Products from the Merchant and makes payment for the same using his ME12PAY Account;
14.	“Customer Charge” means the sale price of the Product and/or Service purchased or availed by the Customer plus all other taxes, duties, costs, charges and expenses in respect of the Product and/or Service that are to be charged to the Customer’s ME12PAY Account;
15.	“Deductions” means: (a) Service Charges; (b) Refunds; (c) Charge Back (if applicable), and any fines or fees passed on to ME12PAY by the financial institution in respect of the Transactions; (d) any amounts reasonably required to cover potential or expected Refunds or Charge Back (if applicable); (e) Bank Charges (if any); (f) goods and services tax or any other tax in similar nature (if applicable) and any other charges or amounts due to ME12PAY under this Agreement or otherwise;
16.	“Electronic Money” means money in digital form provided by ME12PAY for the Transaction and/or to undertake such other transactions which may be stipulated by ME12PAY from time to time;
17.	“FAQ” means frequently asked questions as made available on www.me12pay.com ;

Clause	Description
18.	"Identification Documents" Means your Malaysian Identification Card issued by Malaysia National Registration Department; or Passport (for foreigner only).
19.	"Intellectual Property Rights" means all of the following: (a) trademarks (including trade dress), service marks, logos or trade names, whether registered or unregistered, together with the goodwill associated with any of the foregoing, and all registrations, renewals and applications for registration thereof; (b) those rights existing under the copyright laws for those works subject to the copyright laws and copyright registrations and applications for registration thereof, including all renewals and extensions thereof; (c) rights in trade secrets, confidential business information and other proprietary information (including concepts, ideas, designs, processes, procedures, techniques, technical information, specifications, operating and maintenance manuals, drawings, models, tools, algorithms, Software architectures, methods, know-how, technical data and databases, discoveries, inventions, research and development, formulas, modifications, extensions, improvements and other proprietary content; (d) rights in computer software programs, including but not limited to application software, system software, firmware, middleware and mobile digital applications, including all source code, object code, and documentation related thereto, in any and all forms and media; (e) rights in domain names, domain name registrations and web pages; and all other intellectual property rights in any and all jurisdictions throughout the world;
20.	"Merchant" means "you" or "your" or the Party who accepts ME12PAY Services, payments from ME12PAY Customers for products or services purchased from the Merchant in accordance with this Agreement;
21.	"Merchant's Designated Bank Account" means the designated bank account of the Merchant as specified by the Merchant during its registration process with ME12PAY. For the avoidance of doubt, if the Merchant is a body corporate, the designated bank account shall be in the name of such entity. If the Merchant is an individual, the designated bank account shall be in the name of such individual. The Merchant shall complete the Application Form for Registration and Payment Instruction and any amendments and/or changes to the Merchant's Designated Bank Account Details must be sent to ME12PAY via the Application Form for Registration and Payment Instruction.
22.	"ME12PAY" means ME12PAY DIGITAL SDN BHD , a body corporate incorporated in Malaysia having its head office at 2-19-01 Worldwide @ 7, Jalan Lazuardi 7/29, Seksyen 7, 40000 Shah Alam, Selangor;
23.	"ME12PAY App" means a software application developed or deployed by ME12PAY named as "ME12PAY App" or such other name as may be determined by ME12PAY from time to time which can be downloaded to your Mobile Device;
24.	"Merchant Application Form" means the binding application form filled up and submitted by the Merchant to ME12PAY
25.	"ME12PAY Services" means the payment solution and/or platform provided to the Merchant, which is developed and deployed by ME12PAY for the purposes of enabling payment transactions by the Customers to the Merchant. ME12PAY Services shall include, but not limited to, the collection of Customer Charges from the Customers and the remittance of Settlement to the Merchant and including but not limited to Transaction performed using the QR Code via ME12PAY App;
26.	"Mobile Device" means a portable and wireless telecommunications device together with accessories including but not limited to computers, smartphones and handheld tablets used by you to access and/or use ME12PAY Services;
27.	"Operating Guidelines" means the operating guidelines of ME12PAY in the First Schedule;
28.	"Parties" means ME12PAY and the Merchant and "Party" shall mean either of them;
29.	"Personal Information" means personal data as defined in Personal Data Protection Act (PDPA) 2010;
30.	"Privacy Notice" means the privacy notice applicable to the Personal Information of Merchants and/or the personnels of the Merchants in the Third Schedule;
31.	"Product" means a tangible or intangible commodity/product manufactured, marketed, distributed and/or sold by the Merchant, to the Customer(s), the payment for which is to be made through the Customer's ME12PAY Account;
32.	"Prohibited Items" means prohibited items by ME12PAY in the Second Schedule;

Clause	Description
33.	“QR Code” means Quick Response Code, a type of matrix barcode (or two-dimensional barcode) that contains information about an item to which it is attached.
34.	“Refund” means a request made by a Customer to reverse a Transaction under Clause 65-67 hereof;
35.	“Settlement” means the Customer Charge less the Deductions;
36.	“Service” means any service that Merchant offers to provide and that is availed of by the Customer, the payment for which is to be made through the Customers’ ME12PAY Account;
37.	“Service Charges” means: (a) the Setup Fees (if any); and (b) the Transaction Fee;
38.	“Setup Fee” means a one-off, non-recurring and non-refundable fee payable by the Merchant to ME12PAY at the time of signing this Agreement or such other time prior to the commencement of the ME12PAY Services in the amounts set forth in the Merchant Application Form;
39.	“Term” means the term as stated in the Merchant Application Form shall commence on the Commencement Date and continue to be in full force and effect until the expiry of the Term unless otherwise earlier terminated in accordance with this Agreement;
40.	“Terms and Conditions” or “Agreement” means these terms and conditions for ME12PAY Services as may be varied or modified from time to time at ME12PAY’s sole discretion;
41.	“Transaction” means every demand of the Customer to the Merchant, which results in the supply of Product or provision of Service by Merchant to the Customer;
42.	“Transaction Fee” means a fee payable by the Merchant to ME12PAY for each Transaction based on the formula set forth in the Merchant Application Form or Agreement .
43.	In this Agreement, unless the context otherwise requires: (a) reference to any legislation or provisions shall include any statutory modification and re-enactment of any legislative provisions substituted for and all legislation and statutory instruments issued by such legislation or provisions; (b) references to any document or agreement in this Agreement shall be deemed to include references to such document or agreement as may be amended, novated, supplemented, varied or replaced from time to time; (c) references to clauses shall be read in the case of sub-clauses, paragraph and sub-paragraph as being reference to sub-clauses, paragraph and sub-paragraph in this Agreement as may be appropriate; (d) references to any Party to this Agreement or any other document or agreement shall include its successor-in title or permitted assigns; (e) heading to clauses are for convenience only and shall not affect the interpretation thereof; (f) words denoting the singular number shall include the plural and vice versa; (g) words denoting individuals shall include corporations and vice versa; (h) words denoting a gender shall include all genders; and the Recitals and/or schedules attached hereto shall be construed as essential part of this Agreement.
44.	ME12PAY SERVICES Provisions of ME12PAY Services (a) In consideration of the mutual promises and undertakings, ME12PAY agrees to provide ME12PAY Services to the Merchant in accordance with this Agreement from the Commencement Date on an as is basis and to the extent as permitted under law and/or regulation, no warranty is made in relation to ME12PAY App, including any warranty in relation to its merchantability, fitness for purpose, satisfactory quality or compliance with description, and all warranties which may be implied by law or custom are hereby excluded. (b) Upon the creation of a Merchant’s Account with ME12PAY, ME12PAY shall make available to the Merchant the ME12PAY App and a login name and password will be generated, in order to enable the Merchant to accept payments for the Products and/or Service sold and/or provided by the Merchant by using the ME12PAY Services. (c) ME12PAY may provide on loan and install the necessary equipment and devices (such as a terminal or smartphone) to enable the Merchant to carry out the Transactions. The ownership and title to the said equipment and devices shall at all times remain vested with ME12PAY unless stated otherwise. The Merchant shall only use the equipment and devices for the purposes of carrying out the Transaction and for no other purposes. If the equipment and devices are provided, the Merchant shall : – i) ensure that ME12PAY (or its representatives/ agents) has reasonable access to any of the equipment and devices, including but not limited to the right of ME12PAY (or its representatives/ agents) to enter into any of the premises of the Merchant where the

Clause	Description
	<p>equipment and devices are placed to provide installation, maintenance service, repairs, upgrades and/or where necessary, remove and replace the equipment and devices;</p> <p>ii) ensure the physical security of the equipment and devices loaned to the Merchant;</p> <p>iii) report any damage, lost and/or theft of equipment and devices to ME12PAY and in case of lost or theft of any of the equipment and devices, the Merchant shall co-operate and assist in making a report with the police and shall repay/compensate ME12PAY for such damage, lost or theft based on the market rate when such equipment or device is provided to the Merchant or at a price that is acceptable to ME12PAY;</p> <p>iv) ensure compliance with all relevant laws set by the government and/or local authorities with respect of the use of the equipment and devices;</p> <p>v) provide electricity and/or power connections for equipment and devices to operate;</p> <p>vi) not give away, loan, sell, pledge, mortgage and/or in any way dispose the equipment and devices;</p> <p>vii) not affix, paint or otherwise exhibit on the exterior of the equipment and devices or any part thereof, any stickers, name plates, marks, signboards, placard, posters and/or advertisement or anything whatsoever without the prior written consent of ME12PAY; not tamper, modify and/or alter the equipment and devices (including the software and firmware therein) without the prior written consent of ME12PAY; and</p> <p>viii) not do or permit or suffer to be done anything to the equipment and devices which would invalidate the policy of any insurance on the equipment and devices or increase the premium for such insurance beyond the existing risk.</p> <p>In this respect, the Merchant shall fully indemnify ME12PAY against all liabilities, losses, damages, costs and/or expenses suffered or incurred by ME12PAY arising from or in connection with the Merchant's failure to comply with any of the obligations set out in this Clause 44(c).</p>
45.	<p>Payment Through ME12PAY App</p> <p>Merchant acknowledges that ME12PAY App acts as an intermediary and enables the Customers to make payment, by using the Customers' ME12PAY Prepaid Credit. Customer Charges to be charged by Merchant shall be inclusive of all taxes and miscellaneous charges and shall be uniform to all Customers. All Transaction shall be drawn in Ringgit Malaysia only.</p>
46.	<p>Maintenance and Availability</p> <p>ME12PAY may undertake scheduled maintenance and/or emergency maintenance of the ME12PAY App and ME12PAY system and/or equipment from time to time and ME12PAY will use reasonable endeavour to notify the Merchant of the same. ME12PAY shall not be liable for any losses incurred by the Merchant arising from ME12PAY's performance of maintenance or occasional downtime due to any unforeseen interruption beyond ME12PAY's control under this Clause 46.</p> <p>Further where a transaction involves access or use of third party systems and services, Merchant acknowledge that the operating hours will depend on the availability of those systems.</p>
47.	<p>No Warranties of Merchantability and Fitness of Use</p> <p>ME12PAY disclaims all warranties, express or implied, written or oral, including but not limited to warranties:-</p> <p>(a) of merchantability and/or fitness for a particular purpose; and</p> <p>(b) that ME12PAY App will be available at all times and that it would be uninterrupted and virus/malware/error free.</p>
48.	<p>PAYMENT OF SETTLEMENT</p> <p>Subject to Clauses 48-64, ME12PAY shall remit the Settlement to the Merchant on the Settlement time period ("Settlement Date") as agreed by the Parties. For the avoidance of doubt, ME12PAY shall remit the Settlement on the Settlement Date however ME12PAY makes no guarantee regarding the actual date of receipt of such Settlement by the Merchant. ME12PAY may together with each Settlement to the Merchant provide a report ("Settlement Report") containing a breakdown of Settlement for the relevant Transactions undertaken.</p>
49.	<p>In the event that the value of the Deductions exceed the value of all Customer Charges falling due for Settlement on the Settlement Date, the resulting shortfall may be held over by ME12PAY for deduction against the following Settlement when it shall be deducted from that Settlement together with any interest due. However, ME12PAY reserves the right at any time to require payment (including by directly debiting Merchant's ME12PAY Account) of all or part of such shortfall as ME12PAY may determine.</p>
50.	<p>ME12PAY will remit all Settlement to the Merchant's Designated Bank in Malaysia Ringgit (RM) by cash and/or wire transfer or such other method preferred by ME12PAY.</p>

Clause	Description
51.	ME12PAY may hold back from the Settlement any amounts reasonably required to cover potential or expected Refunds or Charge Back (if applicable).
52.	With respect to each Settlement made, the Merchant shall reconcile its sales report against the Settlement Report (where the same is provided by ME12PAY) for the relevant Transactions. If the Merchant discovers any discrepancy in the Settlement by ME12PAY, the Merchant shall within fifteen (15) days from the Settlement Date notify ME12PAY of such discrepancy together with the relevant supporting documents evidencing the discrepancy, failing which the Merchant waives its rights to raise any dispute and is deemed to have accepted the Settlement made by ME12PAY as correct. Where the Merchant notifies ME12PAY of a discrepancy within the timelines stated herein, the Parties shall resolve the discrepancies in good faith as soon as practicable.
53.	Should there be any dispute in relation to the Settlement or any payment between the Parties, ME12PAY shall only remit the undisputed amount or part thereof to the Merchant prior to the resolution of such dispute.
54.	Both Parties shall bear their own cost of any obligation imposed upon them under the applicable law with respect to any taxes or similar items in connection with this Agreement.
55.	It shall be the Merchant's responsibility to ensure that the details of the Merchant's Designated Bank provided to ME12PAY remain accurate and correct throughout the Term of this Agreement and should keep ME12PAY updated if there are any changes. ME12PAY shall not be held liable should the Settlement or any monies are being remitted to a wrong account if the Merchant fails to comply with this clause.
56.	<u>DISPUTED TRANSACTION</u> The Merchant shall provide the Products and/or Service to the Customer only upon confirmation of the Transaction by ME12PAY.
57.	ME12PAY shall not be responsible for any Transactions that have not been confirmed by ME12PAY.
58.	All disputed Transaction shall be the sole liability of the Merchant.
59.	ME12PAY shall not be under any obligation or responsibility to investigate any disputed Transaction.
60.	Where ME12PAY is notified of any invalid or disputed Transactions, ME12PAY will notify the Merchant of the same by email, fax or letter and where possible accompanied by an explanation of the reason for it. ME12PAY will classify the Transaction as disputed and debit it back to Merchant.
61.	The Merchant agrees to investigate disputed Transactions and take all reasonable steps to resolve disputes with Customers within fifteen (15) days and follow the procedures for handling disputed Transactions which ME12PAY advises from time to time. ME12PAY shall have the right to suspend the processing of such Transaction or withhold the Settlement to the Merchant of the amount of such Transaction until the satisfactory completion of any investigation.
62.	A Transaction may be regarded as invalid by ME12PAY if: (a) the Transaction was declined for any reason but the same was processed by the Merchant; (b) it is for any reason incomplete unlawful and unenforceable; (c) the Transaction found to be a duplicate transaction; or (d) it is not processed as per the ME12PAY's Operating Guidelines.
63.	The Merchant shall resolve any disputes, claims or complaints the Merchant may have received from the Customer in respect of any Transaction. ME12PAY shall not be held liable in any manner whatsoever in the event there is a dispute between the Merchant and the Customer in relation to the Transaction including but not limited to the quality of the Product and/or Service, overcharging or late delivery unless it can be reasonably shown by the Merchant that such dispute arose, directly or indirectly, from the gross negligence, fraudulent act, material default or breach, material errors and/or omissions by ME12PAY in the provision of ME12PAY Services under this Agreement.
64.	Settlement of such disputes shall be between the Merchant and the Customer. ME12PAY will NOT revoke and/or reverse successful Transaction and/or play any part in the outcome or dispute settlement between the Merchant and Customer. ME12PAY shall not be held responsible amongst others for disputes arising from:- (a) the Customer not receiving any goods or services from the Merchant. (b) the Merchant not being contactable. (c) any wrongful or miscommunication by the Merchant to the Customer. (d) any wrong / fraudulent / unauthorised payment.
65.	<u>REFUND</u> Where the Customer made payment via the ME12PAY App and thereafter request for a refund. If the Merchant agrees to such refund:-

Clause	Description
	<p>(a) on the same day when the relevant Transaction took place (the “Transaction Day”), the Merchant shall take necessary steps to void/ cancel the Transaction through the relevant feature available on ME12PAY App and make sure that such cancellation is relayed to ME12PAY on the same day. The Merchant shall then be responsible for the refund to such Customer;</p> <p>(b) after the Transaction Day, the Merchant shall manually refund the Customer via cash or voucher or such other way as may be determined by ME12PAY. For the avoidance of doubt, ME12PAY is entitled to retain the relevant ME12PAY Service Charges and Bank Charges.</p>
66.	ME12PAY shall not be responsible in any manner whatsoever for any losses, claims, damages, costs and expenses incurred by the Customer and/or the Merchant arising from the Refund.
67.	ME12PAY shall not be responsible for any abuse or misuse of the “void/cancel” function made available to the Merchant on ME12PAY App. The Merchant shall keep ME12PAY fully indemnified from all liability, losses, damages, cost and expense incurred by ME12PAY arising out of or in connection with the misuse of the same.
68.	<p><u>CAMPAIGNS</u></p> <p>ME12PAY may initiate Campaigns from time to time which are to be taken part by the Merchants. The payment terms under these Campaigns shall be agreed by the Parties from time to time. ME12PAY reserves the right to Charge Back should ME12PAY is of the opinion that ME12PAY has overpaid the Merchant for any reason whatsoever.</p>
69.	<p><u>EXCLUSION OF LIABILITY</u></p> <p>Except as otherwise expressly stated in these Terms and Conditions and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies), ME12PAY shall in no event be liable to the Merchant in contract, tort, strict liability or otherwise for any loss or profits, loss of business, loss of use, loss of goodwill, loss of savings, loss of opportunity, business interruption or other consequential, special, incidental, indirect, exemplary, punitive damages incurred or suffered or howsoever arising out of or in connection with this Agreement save and except for the Settlement which is due and payable to the Merchant in accordance with this Agreement.</p>
70.	Merchant acknowledge that ME12PAY and its affiliates make no warranties of any kind with respect to ME12PAY Services and/or ME12PAY App, whether express or implied, including but not limited to merchantability or fitness for a particular purpose. Except as otherwise expressly stated in these Terms and Conditions and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies) ME12PAY and its affiliates expressly disclaims liability with respect to any delays, failure or error in the Merchant’ use of ME12PAY Services and/or ME12PAY App.
71.	Due to the nature of ME12PAY Services and/or ME12PAY App, and except as otherwise expressly stated in these Terms And Conditions and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies) ME12PAY shall not be responsible for any loss of or damage to the Merchant’s data, software, equipment, network access or other equipment used to access ME12PAY Services and/or ME12PAY App. This includes any unauthorised use and/or intrusion, interference or attack by any person, virus, Trojan Horse, worm, macro or other harmful components or deleterious programs or files.
72.	No Terms or Conditions of this Agreement shall benefit or create any right or cause of action in or on behalf of any person or entity other than ME12PAY and the Merchant. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense or losses whether in contract, statute, tort (including, without limitation, negligence), or otherwise.
73.	<p><u>INDEMNITY</u></p> <p>The Merchant shall fully indemnify ME12PAY from and against all losses, damages, claims, cost, liabilities and expenses (including but not limited to any legal fees) arising directly or indirectly which may arise out of or in connection with any and all actions, suits, claims, demands and/or proceedings brought against ME12PAY with respect to, in connection with or resulting from:</p> <p>(a) breach or non-performance by the Merchant of any of its undertakings, warranties, covenants, declarations or obligations under this Agreement;</p> <p>(b) any claim brought by a Customer with respect to the Products and/or Service provided by the Merchant (including Refund); or</p> <p>(c) ME12PAY complying with any court judgment or any court order, or any decree or directive or order whether or not having the force of law issued by any legally constituted tribunal body entity or authority, arising from any court actions or court proceedings or from any other proceedings, actions or claims other than that of a court and which are applicable to or directed to or in any way related to the Merchant.</p>
74.	<u>VIOLATIONS BY THE MERCHANT</u>

Clause	Description
	<p>The Merchant shall not engage in any of the following behaviour:</p> <ul style="list-style-type: none"> (a) attempts to reproduce, tamper, hack, reverse-engineer, modify or otherwise corrupt the security or functionality of ME12PAY's platform or the ME12PAY App or permit another person to do the same; (b) using the ME12PAY Services for money laundering activities; (c) using the ME12PAY Services for any unlawful, illegal and/or immoral activities and/or purposes, including but not limited to violation of the laws of Malaysia and/or Bank Negara Malaysia's rules; (d) manipulate or exploit ME12PAY's promotional campaigns/ activities or other ME12PAY Services/ ME12PAY App (where applicable) in anyway which ME12PAY may deem as improper, irregular or dishonest; (e) must not engage in any activity or behaviour that breaches the First Schedule; (f) must not engage in any activity or behaviour that breaches the Second Schedule; (g) misuse ME12PAY App for any purpose other than access to their own Account and for ME12PAY Services; (h) shall not download or install ME12PAY App into a Mobile Device which Merchant do not own or have exclusive control; (i) shall not permit or enable any person to access ME12PAY App or leave the Mobile Device unattended in such a manner as to enable a person to access ME12PAY App.
75.	<p><u>ADVERTISING AND PROMOTION</u> The Merchant shall honour all the promotional/advertising schemes which may be introduced by ME12PAY.</p>
76.	Unless otherwise expressly specified by ME12PAY in writing, the Merchant shall procure all marketing and promotional materials directly from ME12PAY.
77.	In the event the Merchant decides to produce its own materials in promoting ME12PAY Services, all uses of ME12PAY's Intellectual Property Rights, including without limitation its logo and brand name shall be subject to ME12PAY's written approval. The Merchant shall send copies of all materials which contain uses of ME12PAY's Intellectual Property Rights to ME12PAY in advance of their use.
78.	Upon ME12PAY's request, the Merchant shall display prominently at its premises, ME12PAY's brochures and/or other publicity material provided to it by ME12PAY.
79.	ME12PAY or its agents shall at all reasonable times have the right to entry and inspect the retail outlet or trading premises of the Merchant (if applicable) and require production of documents evidencing the Merchant's identity and business activities.
80.	The Merchant shall participate in initiatives that ME12PAY may announce from time to time, such as new customer acquisition activities including those assisted by a promoter funded by ME12PAY, in customer promotional campaigns, in Merchant-get-Merchant campaign and other forms of Merchant loyalty programs etc.
81.	The Merchant hereby agrees that ME12PAY may from time to time, display the Merchant's logo, branding (including any marks and/or images available on public domains) on its platform without further approval from the Merchant and the Merchant shall indemnify ME12PAY against all actions, proceedings, costs, claims, demands, loss, damages, liabilities and expenses howsoever incurred, suffered, paid or payable by ME12PAY in anyway arising from such usage.
82.	<p><u>MERCHANT'S COVENANTS, REPRESENTATIONS, WARRANTIES AND AGREES:</u> Merchant hereby covenants, represents, warrants and agrees that:</p> <ul style="list-style-type: none"> (a) it has the full authority and power to enter into, execute and deliver this Agreement and to carry out and perform the services contemplated under this Agreement; (b) the execution by Merchant of this Agreement constitutes legal, valid and binding obligations on the Merchant; (c) the execution, delivery and performance of this Agreement will not violate any order, judgment or decree against or binding upon Merchant; (d) it shall comply with all applicable consumer, personal data protection and other laws and regulations with respect to: <ul style="list-style-type: none"> i) its use of ME12PAY Services; ii) its dealings with the Customers; and iii) its processing, use and disclosure of the Customers' data. (e) it shall ensure the safety and confidentiality of its login name and password and shall keep ME12PAY fully indemnified from all liability, losses, damages, cost and expense incurred by ME12PAY arising out of or in connection with the misuse of the same. The Merchant shall immediately notify ME12PAY upon learning of any unauthorized use of its login name and/or password;

Clause	Description
	<p>(f) it shall observe the guidelines, procedure or such other updates as provided by ME12PAY from time to time during the term of this Agreement;</p> <p>(g) it shall install any updates, fixes and patches whenever they are made available or notified of its availability by ME12PAY;</p> <p>(h) it has the full right and/or authority to offer the applicable Products and/or Service and shall at its own cost obtain and maintain the necessary licenses and approvals from the government or any regulatory body for the provision of such Products and/or Service and performance of its obligations under this Agreement;</p> <p>(i) it shall at all times, display the logo and other such trademarks of ME12PAY that may be mutually agreed at the retail outlet or trading platform of the Merchant;</p> <p>(j) it shall provide ME12PAY the information as required by ME12PAY at the time it desires to become the Merchant of ME12PAY;</p> <p>(k) the products and services and such other Prohibited Items which ME12PAY may notify from time to time shall not be sold by the Merchant;</p> <p>(l) it shall be solely responsible for all Customer service issues relating to the Transaction, Products and Service sold by the Merchant, including but not limited to Customer Charge, order fulfilment, order returns, refunds, exchanges and adjustments, rebates, functionality and warranty, technical support, customer complaints and feedback concerning experiences with its personnel, policies or processes and the Merchant shall bear any and all expenses and/or costs relating thereto;</p> <p>(m) it shall not conduct any unlawful or illegal transactions using ME12PAY Services;</p> <p>(n) it shall immediately report to ME12PAY upon the discovery of any fraud, theft, loss, unauthorized usage or any other occurrence of unlawful or illegal acts in relation ME12PAY Services, ME12PAY App and/or their respective use. The Merchant agrees to lodge a police report whenever instructed by ME12PAY and to give ME12PAY a certified copy of such report;</p> <p>(o) it shall cooperate with ME12PAY and provide all Transaction related details required by any government or regulatory body;</p> <p>(p) other than the equipment and terminals provided by ME12PAY, it shall be responsible for all other equipment (including upgrades and modifications required) necessary to use the ME12PAY Services and ME12PAY App and to carry out the Transactions, and also for the security and integrity of all information and data transmitted, disclosed and/or obtained through the use of the ME12PAY Services and/or ME12PAY App; it shall not:</p> <ul style="list-style-type: none"> i) discriminate the ME12PAY App against other modes of payment; ii) discriminate Customers seeking to make payment using the ME12PAY App against Customers using other modes of payment; and iii) impose any restrictions and/or conditions on the use of ME12PAY Customer / ME12PAY App as a mode of payment other than that approved or prescribed by ME12PAY; <p>(q) it shall not charge the Customer any additional fee or charges in addition to the Customer Charges other than goods and service tax imposed by law;</p> <p>(r) it shall keep proper account and correct copies of all documents/records relating to the Transactions and ME12PAY shall be allowed at any reasonable time to inspect or take copies of all such documents and shall preserve such documents and records for a period of at least two years from the transaction date;</p> <p>(s) it shall not use the ME12PAY Services and/or ME12PAY App in any manner and/or engage in any activities which is prejudicial to ME12PAY and/or in any manner which would bring disrepute to ME12PAY, all of which shall be determined based on ME12PAY's opinion;</p> <p>(t) it shall ensure that the Account registered by the Merchant on ME12PAY App remains personal to itself and it shall not register an Account on behalf of any third party or in any way transfer/assign the Account to any third party without ME12PAY's prior written consent;</p> <p>(u) it shall be solely responsible for the outlets and staffs' ME12PAY App account management and ME12PAY shall not be responsible for any consequences arising from the abuse or misuse of ME12Pay Services and/or QR Code;</p> <p>(v) it shall not use the ME12PAY Services and/or ME12PAY App in any manner dishonestly or in bad faith or with malicious intent, in ME12PAY's opinion;</p> <p>(w) Merchant shall download and install ME12PAY app from the Google Play Store and/or Apple iOS Store from the official ME12PAY website. Any downloads & installation outside of this will be deemed unlawful and any actions thereafter by the user will not be liable by ME12PAY.</p> <p>(x) ME12PAY does not warrant the accuracy of any information pertaining Merchant's Account or Transaction as reported through ME12PAY Services due to time delays, glitches and</p>

Clause	Description
	<p>other similar system delays and/or errors that may occur. Merchant are to regularly review any alerts, statements or notices issued or made available by ME12PAY to ensure there are no errors, irregularities, discrepancies, claims or unauthorized items or transactions, regularly and from time to time. Should Merchant have any reason to believe that Transaction is not accurate the Merchant shall officially and immediately inform ME12PAY by any means without delay after transmission of the relevant Transaction or information.</p> <p>(y) Merchant must be 18 years of age or above and must provide true, correct and accurate information to the ME12PAY in relation to the personal and business information which includes but not limited to information pertaining to their name, Identification Card number, mobile number, nationality, address, nature of business, business name, Account and business registration number. In the event there are any changes to the abovesaid information to notify ME12PAY immediately to update the information by means acceptable to ME12PAY.</p> <p>(z) public information shared by Merchant may be displayed in ME12PAY Services and/or ME12PAY App. Merchant warrants the ME12PAY the rights to amend this information should it be deemed incomplete, abusive or for any other similar scenario where necessary. Examples of such information includes but is not limited to its business contact details, address, profile photo, image, coordinates and / or any other similar information;</p> <p>(aa) Merchant must take all reasonable precautions and diligence to prevent any unauthorized use of their Account and their Mobile Device including but not limited to the following measures:-</p> <ul style="list-style-type: none"> i) enable lock on their Mobile Device; ii) not keep any written record of login name and password, with or near their Mobile Device; iii) not display or to allow another person to see the login name and password during entry of the ME12PAY App; iv) not use the login name and password negligently and recklessly which will contribute to or cause losses from any unauthorized transaction by any third party; v) check the Account details and Transaction and report any discrepancy without undue delay; vi) log out from ME12PAY App properly after use and not leave the Mobile Device unattended; vii) ensure correct profile is used when using ME12PAY Services; viii) at no time and under no circumstances shall the Merchant reveal its login name and password to anyone including to any of ME12PAY staff. <p>(bb) Should Merchant have any reason to believe that any of their login name and password have been misused and/or compromised by disclosure, discovered or howsoever, Merchant must inform ME12PAY immediately and/or take the necessary steps to change and recreate the login name or password;</p> <p>(cc) Merchant must have good title or ownership over the goods and services they offer to Customer;</p> <p>(dd) Notwithstanding and without prejudice to the generality of the clauses in these Agreement or Terms and Conditions, the Merchant expressly agrees that the use of ME12PAY Services and ME12PAY App is at its own risk and shall assume all risk incidental to or arising out of the use of ME12PAY Service and ME12PAY App.</p> <p>(ee) In addition, Merchant agree that the ME12PAY cannot ensure that ME12PAY App will be compatible or may be used in conjunction with any Mobile Device, and Merchant agree that unless inconsistent with the other expressed provisions herein, Merchant shall not hold ME12PAY liable for any such incompatibility or for any loss or damage to any Mobile Device which may be caused by ME12PAY App or the installation process ;</p> <p>(ff) ME12PAY App currently only work on certain Mobile Device as determined by the ME12PAY. ME12PAY may change the version of the operating system that works with ME12PAY App at any time. Some features may not be available on all platforms or operating systems. Detailed information on features, platforms and operating systems is available in the ME12PAY website or as notified by ME12PAY from time to time;</p> <p>(gg) Updates to ME12PAY App may be issued by ME12PAY from time to time via the Apple iOS Store, Google Play Store or other application stores. Depending on the update, Merchant may not be able to use ME12PAY App until Merchant have downloaded the latest version of ME12PAY App and accepted any new terms;</p> <p>(hh) Merchant shall not install or use ME12PAY App on a jail-broken or rooted device. Unauthorised modifications to any Mobile Device operating systems ("jail-breaking or rooting") bypasses security features and can cause numerous issues to the hacked devices.</p>

Clause	Description
	<p>ME12PAY strongly cautions against installing ME12PAY App in any hacked mobile devices. ME12PAY shall not be liable for any losses that is suffered or for any costs that Merchant might incur due to damage or corrupted or failure of device, hardware or software that Merchant's use in connection with ME12PAY App;</p> <p>(ii) Merchant agree that mobile information:</p> <p>i) Certain function (such as uploading content to ME12PAY App) shall require access to information on Merchant's Mobile Device to work. By using such function, Merchant permit ME12PAY App to access Merchant's Mobile Device and information.</p> <p>ii) ME12PAY may use cookies and similar technologies (herein referred to as "cookies"), to perform authentication when Merchant use ME12PAY Services and to improve Merchant's experience on ME12PAY App. By using ME12PAY App, Merchant accept the use of cookies by ME12PAY. ME12PAY may use these cookies to collect information about Merchant's use of ME12PAY App. This information helps ME12PAY to improve ME12PAY App performance and to develop and tailor the ME12PAY Product and Service for the Merchant and other users.</p> <p>iii) Use of location data: Certain ME12PAY Services of ME12PAY App require data of Merchant's location, which data will be sent from Merchant's Mobile Device. Merchant can turn off this functionality at any time by turning off the location services settings for ME12PAY App on Merchant's Mobile Device. If Merchant use these services, Merchant shall be deemed to give consent to the ME12PAY, ME12PAY's partners and licensees transmission, collection, maintenance, processing and use of Merchant's location data and queries to provide and improve location-based services. Merchant may withdraw this consent at any time by turning off the location services settings on Merchant's Mobile Device or on ME12PAY App.</p> <p>(jj) Biometric Authentication</p> <p>i) Merchant understand the need to protect its Mobile Device. Once its mobile device is successfully registered with the Biometric Authentication, Merchant's ME12PAY App services can be accessed with the Biometric Authentication registered in its Mobile Device.</p> <p>ii) In registering for the Biometric Authentication Merchant expressly consent for the Biometric Authentication to be applied for access to ME12PAY App on its Mobile Device.</p> <p>iii) Merchant is advised NOT to register any third party(s)'s fingerprints in its Mobile Device or any third party(s) face and voice in its Mobile Device and ME12PAY Application, as by such registration, the third party(s) will be able to access Merchant's ME12PAY App to which ME12PAY shall not be held responsible whatsoever for such access or any losses or damages incurred by Merchant as a result of such access authorized by Merchant.</p> <p>iv) Merchant acknowledge and agree that, for the purposes of the Biometric Authentication service, ME12PAY App will be accessing the biometrics registered in its Mobile Device, and Merchant hereby consent to ME12PAY accessing and using such information for the provision of the Biometric Authentication service.</p> <p>(kk) Merchant hereby authorises ME12PAY to comply with all instructions given by Merchant via Merchant's Account in ME12PAY App, and such instructions are deemed to be instructions properly authorised by the Merchant even if they may conflict with any other mandate given at any time concerning Merchant's Account or affair;</p> <p>(ll) Merchant agree that such instructions shall be binding on the Merchant upon its transmission to the ME12PAY and the instructions cannot be changed or withdrawn without the ME12PAY's consent and that ME12PAY is not further obliged to check the authenticity of such instructions;</p> <p>(mm) ME12PAY reserves the right at its discretion, to refuse to carry out any of the Merchant's instruction where the Merchant's instructions are inconsistent with the ME12Pay's policy or laws or for any other reasons;</p> <p>(nn) ME12PAY shall not be liable for any failure, delay or shortcoming by any third party banks howsoever caused with whom the Merchant has accounts or otherwise when they are executing ME12PAY's instructions to them;</p> <p>(oo) Merchant agrees that all instructions issued by the Merchant, though in electronic form are deemed valid and binding and the Merchant agree not to dispute or challenge the validity or enforceability of any instruction on the grounds that it is made in electronic form.</p>
83.	<p>Pursuant to the Credit Reporting Agencies Act 2010 ("CRA Act"), Central Bank of Malaysia Act 2009 and all other relevant laws and regulations, you hereby give your consent to us or any other third party appointed by us or CTOS Data Systems Sdn Bhd ("CTOS") or RAM Credit Information</p>

Clause	Description
	<p>Sdn Bhd (“RAMCI”) or other registered credit reporting agencies under the CRA Act (“We/Us”) to process your information and your shareholders’, officers’ and employees’ personal data (“Data”). By giving this consent:-</p> <p>(a) You understand and agree that We may conduct background/business/credit/trade check, Central Credit Reference Information System (“CCRIS”) and Discredit Cheque Information System (“DCHEQS”) checks on you/ your shareholder/ your officers/employees at any time for as long as we have a business/trade relationship with you, for any one or more of the following purposes:</p> <ul style="list-style-type: none"> i) Pre-screening a prospective client/customer /supplier / contract ii) Opening of Account iii) Credit / Account monitoring iv) Debt recovery Credit / Account evaluation v) Credit / Account review vi) Legal documentation consequent to a contract or facility granted <p>(b) You also hereby give your consent to CTOS, RAMCI and all other credit reference agencies which are registered under the CRA Act, to release your credit report/credit information to us (including our agents or our affiliated companies) for the abovementioned purposes.</p> <p>(c) Apart from the above, you also give your consent to Us to process the Data as per the PDPA Act.</p>
84.	<p><u>CONFIDENTIALITY</u></p> <p>All Confidential Information disclosed or communicated by ME12PAY to the Merchant or obtained by the Merchant from ME12PAY in connection with this Agreement including but not limited to the business and operations of ME12PAY and the Terms and Conditions of this Agreement shall be treated as Confidential Information unless the information:-</p> <ul style="list-style-type: none"> (a) was publicly known and made generally available in the public domain prior to the time of disclosure by ME12PAY through no fault of the Merchant; (b) which the Merchant can prove was in its possession or known to it prior to its receipt from ME12PAY without any breach of confidence; (c) is or was rightfully received by the Merchant from a third party without a duty of confidentiality being owed by the Merchant to the third party, except where the Merchant has knowledge that the third party has obtained that information either directly or indirectly as a result of a breach of any duty of confidence owed to ME12PAY; (d) is lawfully obtained by the Merchant from a third party without any obligations of confidentiality owed to ME12PAY and that information has not been disclosed to that third party in consequence of a breach of confidence; or (e) was independently developed by the Merchant without the use or reference of the Confidential Information as shown by documents and other competent evidence in the Merchant’s possession.
85.	<p>The Confidential Information shall be held in strict confidence by the Merchant, using no lesser security measures and degree of care as it uses to protect its own Confidential Information. In any event, the security measures and the degree of care it uses shall, as a minimum, comply with the standards imposed by the applicable laws including the Personal Data Protection Act 2010. The Merchant shall further ensure that the Confidential Information is secured from unauthorised access from internal and external parties and that all Confidential Information used, stored and/or processed shall be free from virus, malware or other malicious codes.</p>
86.	<p>The Confidential Information shall only be used, copied, reproduced, distributed or disclosed by the Merchant strictly for the purposes contemplated under this Agreement only. The Confidential Information may, however, be disclosed:</p> <ul style="list-style-type: none"> (a) to its employees or its legal and financial advisers strictly on a need to know basis to implement or perform this Agreement only provided its employees and advisers are subject to and maintain the confidentiality obligation under this Agreement and the Merchant shall indemnify ME12PAY for any damages, losses, cost and expenses suffered or incurred by ME12PAY arising out of or in connection with any breaches thereof by its employees and advisers; and/or (b) if its disclosure becomes mandatory pursuant to any laws or any acts of authority or rules of any stock exchange, or is for the purposes of court proceedings.
87.	<p>Where the Merchant is required to disclose any Confidential Information pursuant to any laws or any acts of authority or rules of any stock exchange, or is for the purposes of court proceedings, the Merchant:</p>

Clause	Description
	<p>(a) shall where practicable and lawful give twenty-four (24) hours' notice to ME12PAY that it is required to disclose the Confidential Information so that ME12PAY has an opportunity to protect the confidentiality of its Confidential Information; and</p> <p>(b) provides ME12PAY with a copy of the Confidential Information that the Merchant is to disclose.</p>
88.	<p>Upon the expiry or termination of this Agreement, the Merchant shall promptly return to ME12PAY or, where instructed, destroy or delete Confidential Information of ME12PAY and immediately cease using all Confidential Information including all summaries, excerpts, copies or reproductions of the confidential information in the possession or control of the Merchant or its permitted persons. Where required by M12PAY, the Merchant shall provide to ME12PAY a written undertaking confirming that it has fully complied with the requirements of this Clause 88 and that it is not in possession or control of any of ME12PAY's Confidential Information.</p>
89.	<p>The Merchant shall ensure that each of its personnel strictly complies with the obligations under this Clause 84-94.</p>
90.	<p>All ownership and Intellectual Property Rights in ME12PAY's Confidential Information shall remain vested in ME12PAY.</p>
91.	<p>The Parties therefore agree that the ME12PAY shall be entitled to obtain injunctive relief, or any other restraining or any other appropriate order against the Merchant in the event of any threat or disclosure of Confidential Information.</p>
92.	<p>Should the Merchant receive any data and information through ME12PAY Services and/or ME12PAY App which is not intended for the Merchant, the Merchant agree that all such data or information shall be deleted immediately and that the Merchant shall immediately notify the ME12PAY by any means without delay.</p>
93.	<p>ME12PAY and each of its affiliates agree not to disclose to third parties, any financial information relating to the affairs or Account of the Merchant, that the Merchant have provided or that ME12PAY and/or its affiliates have obtained about the Account and Transactions thereunder unless it is:</p> <ul style="list-style-type: none"> i) to comply with a court order or directive or request made by an enforcement agency in Malaysia under any written law for the purposes of investigation or prosecution of an offence under any written laws; ii) required by the Inland Revenue Board of Malaysia under section 81 of the Income Tax Act 1967 for purposes of facilitating exchange of information pursuant to taxation arrangements or agreements having effect under section 132 or 132A of the Income Tax Act 1967; iii) in relation to the performance of any supervisory duties by a relevant authority outside Malaysia which exercises functions corresponding to those of Bank Negara Malaysia under the Financial Services Act 2013 or the Islamic Financial Services Act 2013; iv) in relation to the conduct of centralised functions, which include audit, risk, management, finance or information technology or any other centralised function within the ME12PAY group of companies (where applicable); v) in relation to a due diligence exercise approved by the board of directors of ME12PAY in connection with merger and acquisition, capital raising exercise or sale of assets or whole or part of business; vi) for the performance of functions of ME12PAY which are outsourced (if applicable); vii) necessary to complete a transaction; viii) to other entities within the ME12PAY's group of companies which are existing now or in the future, owning or owned by or under common ownership either directly or indirectly or controlling, controlled by or under common control with ME12PAY for purposes of cross selling of products and services, unless the Merchant have objected to or has opted out of such disclosure; ix) to offer other products and services of the ME12PAY's affiliates and other third party service providers where the Merchant have consented to the same. <p>Except as otherwise expressly stated in these Terms and Conditions and to the extent permitted under laws and regulations, the Merchant understand that while ME12PAY shall use its best endeavours to ensure that all information transmitted or received using ME12PAY Services is secure and cannot be accessed by unauthorised third parties, ME12PAY does not warrant the security of any information transmitted or received by the Merchant using ME12PAY Services.</p>
94.	<p>The obligations of the Merchant in this Clause 84-94 shall survive for a period of five (5) years after the termination or expiry of this Agreement.</p>
95.	<p>INTELLECTUAL PROPERTY RIGHTS (IPR)</p> <p>The Merchant acknowledges that the copyright, designs, trademarks and other Intellectual Property Rights comprised in the information, text, graphics, scripts, software, technology, music, sound, photograph, logos, widgets, documents and/or any materials provided by ME12PAY</p>

Clause	Description
	("ME12PAY's IPR") in ME12PAY App and ME12PAY Services are the sole and exclusive property of ME12PAY and/or its licensors.
96.	The Merchant may utilise the ME12PAY's IPR strictly in accordance with the instruction and guidelines of ME12PAY issued and/or communicated by ME12PAY from time to time and solely for the activities contemplated in this Agreement only.
97.	The Merchant further agrees and undertakes that save as expressly permitted in this Agreement it shall not without ME12PAY's prior written consent: (a) reproduce, copy, reverse compile, adapt, modify, distribute, commercially exploit, display, broadcast, hyperlink or transmit in any manner or by any means or store in an information retrieval system any part of ME12PAY's IPR; and (b) create or use derivative works from ME12PAY's IPR.
98.	Merchant's usage of ME12PAY Services and/or ME12PAY App does not grant the Merchant a license or right to use the trademark, service mark, copyright, patent or any other intellectual property right whether formally protected, applied for or otherwise, of ME12PAY Services and/or ME12PAY App provided thereunder without the express written approval of ME12PAY.
99.	<u>DATA PROTECTION</u> Merchant shall always endeavour to keep all data related to the Transaction under this Agreement secure and will follow industry practice and any guidelines issued by any regulatory authority from time to time. As part of data security obligations Merchant shall not store ME12PAY Account authentication information (PIN/ OTP). Apart to fulfil its audit purposes, the Merchant acknowledges and agrees not to store the ME12PAY Account credentials of the Customer in any form including without limitation by creating logs.
100.	<u>SUSPENSION OF MERCHANT'S ME12PAY ACCOUNT</u> ME12PAY shall be entitled, without any liability to the Merchant, to immediately suspend the ME12PAY Services (including withholding any Settlement to the Merchant) by written notice to the Merchant if, in the sole and absolute opinion of ME12PAY that: (a) the Merchant has breached any warranty, Terms and Conditions of this Agreement; and (b) any of the events stipulated in Clause 102(b) and/or in Clause 102(c) occurs to or is committed by the Merchant.
101.	The issuance of such suspension notice shall not in any way prejudice or prevent ME12PAY from exercising its rights to terminate this Agreement under Clause 102-103 with respect to the same breach and/or event.
102.	<u>TERMINATION</u> Without prejudice to any other rights of the Parties under this Agreement or at law, this Agreement may be terminated: (a) immediately by either Party without any liability whatsoever to ME12PAY where: i) the provision of the ME12PAY Services or any part thereof shall become unlawful under any laws in Malaysia ; or (b) by a Party by giving written notice where: i) the other Party is in material breach of any warranty, Terms and Conditions of this Agreement and such breach is incapable of being remedied or where capable of remedy, is not remedied within thirty (30) days of receipt of notice in writing by the non-defaulting Party specifying the nature of the breach; ii) an order is made or an effective resolution is passed for the reconstruction, amalgamation of the other Party or any other similar action or proceeding under any other law and the order or resolution is not withdrawn, revoked or annulled within a period of ninety (90) days from the date of the order or resolution; iii) an order is made or an effective resolution is passed for winding up or dissolution of the other Party and the order or resolution is not withdrawn, revoked or annulled within a period of ninety (90) days from the date of the order or resolution; iv) a receiver, receiver and manager, official manager, provisional liquidator, liquidator, or like official is appointed over the whole or a substantial part of the undertaking and property of the other Party and such appointment is not withdrawn, revoked or annulled within a period of ninety (90) days from the date of such appointment; v) a holder of an encumbrance takes possession of the whole or any substantial part of the undertaking and property of the other Party and such action is not withdrawn, invalidated or reversed within a period of ninety (90) days from the date of such appointment; or vi) the other Party ceases its business; or (c) by ME12PAY by giving written notice where:

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	<ul style="list-style-type: none"> i) the Merchant is unable to justify the occurrence of a downtime and not being able to resolve the problem within reasonable timeline stipulated by ME12PAY; ii) there is a change in the management, constitution, nature or control of the Merchant's business from that existing on the date of this Agreement; iii) the Merchant is in breach of any acts, statutes, laws, by-laws, rules and/or regulations imposed by any party, regulatory body, or government agency; iv) Merchant is in breach of the First Schedule; or v) Merchant is in breach of the Second Schedule.
103.	<p>If there is any use or attempt by Merchant to use ME12PAY Services for any type of unlawful purposes (including but not limited to the First Schedule and the Second Schedule) Merchant's Account and access to ME12PAY Services will be terminated. Merchant will be subjected to damages and other penalties, including criminal prosecution where available.</p> <p>Notwithstanding anything to the contrary, ME12PAY may terminate this Agreement, without any liability whatsoever to the Merchant, and without assigning any reason whatsoever, by giving thirty (30) days written notice to the Merchant and Merchant shall not hold ME12PAY liable for any loss or damage suffered as a result of such termination.</p>
104.	<p><u>CONSEQUENCES OF TERMINATION OR EXPIRY OF AGREEMENT</u></p> <p>The termination or expiry of this Agreement, in whole or in part, does not operate as a waiver of any breach by a Party of any of its provisions and is without prejudice to any rights, liabilities or obligations of any Party which have accrued up to the date of termination or expiry including the right of indemnity.</p>
105.	<p>On termination or expiry of this Agreement by either Party for any reason:</p> <ul style="list-style-type: none"> (a) All amounts accrued and payable shall become immediately due and payable. ME12PAY shall remit all monies in the Merchant's ME12PAY Account less any monies, damages, cost and expenses due to ME12PAY to Merchant's Designated Bank Account. (b) The Merchant shall forthwith return to the ME12PAY such equipment, originals and any copy of any software, books, documents, records, papers and materials of ME12PAY in its possession. (c) The Merchant shall immediately cease holding itself out as a Merchant to ME12PAY and shall immediately cease using the ME12PAY Services, ME12PAY App, ME12PAY's IPR and remove all signs, names, insignia, advertisements and/or any other material which identifies it as part of the network of ME12PAY and shall return to ME12PAY all literature and other material relating to ME12PAY in its possession.
106.	<p><u>MODIFICATION OF TERMS AND CONDITIONS; CHANGES TO SERVICES</u></p> <p>No revision, modification and/or change to the scope of the ME12PAY Services and any charges and/or fees payable under this Agreement shall take effect unless ME12PAY has notified Merchant by giving Merchant twenty-one (21) days prior written notice.</p>
107.	<p>With respect to any changes to the Agreement, the Merchant agrees that ME12PAY may revise, modify and/or change the same from time to time at ME12PAY's absolute discretion with prior written notice to the Merchant. Any such revision, modification or change will be binding and effective either, at ME12PAY's sole discretion:</p> <ul style="list-style-type: none"> (a) immediately upon posting of the revised Agreement on the ME12PAY's website or upon electronic or written notification to the Merchant, where such revision or change is to comply with legal or regulatory requirements; or (b) twenty-one (21) days after posting of the revised Agreement on the ME12PAY's Website, or upon electronic or written notification to the Merchant, in other cases.
108.	<p>The Merchant agrees to periodically review the ME12PAY's Website, including the current version of this Agreement available on the ME12PAY's Website, to be aware of any such revisions.</p>
109.	<p>If the Merchant does not agree with any revision to the Agreement, the Merchant may terminate this Agreement at any time by providing ME12PAY with notice in writing.</p>
110.	<p>Such notice of termination will be effective on receipt and processing by ME12PAY.</p>
111.	<p>Except as otherwise provided in this Agreement, in the event the Merchant terminates this Agreement, any fees paid by the Merchant are non-refundable.</p>
112.	<p>By continuing to use ME12PAY Services after any revision to this Agreement, the Merchant agrees to abide by and be bound by any such revisions or changes.</p>
113.	<p>ME12PAY is not bound by nor should the Merchant rely on:</p> <ul style="list-style-type: none"> (a) any representation by any agent, representative or employee of any third party that you may use to apply for ME12PAY Services; or (b) information posted on ME12PAY's Website of a general informational nature.

Clause	Description
114.	<p>NOTICES</p> <p>All notices, statements, demands, requirements or other communications and documents required or permitted to be given, served or delivered to any Party under this Agreement (hereinafter referred to as a “Communication”) shall be in writing in the English language and shall be either delivered by hand or sent by pre-paid certified or registered mail (airmail in the case of all international Communication) to that Party at its address stated below. A Communication once given, served or delivered shall be irrevocable without the consent of the recipient, which may be given or withheld, in its absolute discretion. A Communication shall be deemed to have been given, served or delivered:</p> <ul style="list-style-type: none"> (a) if delivered by hand, upon delivery with acknowledgement; (b) if sent by mail, after three (3) Business Days of postage; (c) if sent by electronic mail, twenty-four (24) hours after e-mail is sent provided always a copy thereof is sent by post; (d) if sent by facsimile, upon successful transmission authenticated by the transmission slip; (e) by being displayed on the ME12PAY’s premise and such notification shall be deemed effective upon such display; (f) by way of advertisement made once in any national newspaper and such notification shall be deemed effective on the date of publication of the advertisement in any such newspaper; (g) by inserting a notice in the ME12PAY’s statement of Account to the Merchant and such notification shall be deemed effective two (2) days after the date of posting of the notice contained in the statement of Account to the Seller; (h) broadcasting a message on the ME12PAY website; or (i) by notification to the Merchant in any other manner as the ME12PAY deems fit.
115.	<p>To ME12PAY:</p> <p>Attention : The CEO Address : 2-19-01, Worldwide @ 7, Jalan Lazuardi 7/29, Seksyen 7, 40000 Shah Alam, Selangor; or as notified by ME12PAY from time to time. Email : finance@me12pay.com</p> <p>To the Merchant:</p> <p>The address, fax number and email as stated in the Merchant Application Form or otherwise provided to ME12PAY by Merchant.</p>
116.	<p>FORCE MAJEURE</p> <p>Neither Party shall be liable for any cost or otherwise, for any delay and/or failure in the execution of their respective obligations if such delay or failure is due to Force Majeure.</p>
117.	<p>Force Majeure shall mean any factors or impediment that are beyond the Party’s reasonable control and that it could not reasonably be expected to have taken the impediment into Account at the time of the conclusion of this Agreement or to have avoided its consequences including but not limited to war, revolution, insurrection, riots, blockage or embargo, emergency, accident, fire, earthquake, flood, storm, industrial strikes, lockouts or other labour disputes not instigated or caused by the affected Party for the purposes of avoiding its obligations herein, pandemics and viral outbreak. Provided that an event of Force Majeure shall not include economic downturn, non-availability or insufficient funds, or lack of financing on the part of the affected Party to carry out its obligations under this Agreement.</p>
118.	<p>If either Party is prevented or delayed in the performance of any obligation under this Agreement by events of Force Majeure, the affected Party shall give written notice thereof to the other Party within seven (7) days of the happening of such event, specifying the details constituting Force Majeure and the anticipated period during which such prevention, interruption or delay may continue.</p>
119.	<p>Where possible the Parties shall diligently mitigate or remove the effects of Force Majeure. Either Party upon receipt of the notice of Force Majeure shall confer promptly with the other and agree upon a course of action to remove or alleviate such effect and shall seek reasonable methods of resuming full performance of its obligations and achieving the objectives under this Agreement.</p>
120.	<p>DISPUTE RESOLUTION</p> <p>In the event that there is any dispute or claim arising out of or in connection with this Agreement or the interpretation of this Agreement (“Dispute”), either party may issue a written notice (“Dispute Notice”) to the other Party stating the nature of the Dispute and requesting that the authorised representatives of each Party resolve the Dispute. If the authorised representatives of the Parties are not able to resolve the Dispute after a period of thirty (30) from the date the Dispute Notice or such other extended period as may be mutually agreed between the Parties, then the Parties will attempt to settle the Dispute by mediation under Asian International Arbitration</p>

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	<p>Centre (“AIAC”) in accordance with the Rules of the AIAC for the time being in force The mediation shall start not later than thirty (30) days after the appointment of the mediator. Provided that the right to issue proceedings is not prejudiced by a delay, no Party shall commence arbitration or court proceedings in relation to any Dispute until the following:</p> <p>(a) it has attempted to settle the Dispute by mediation and no settlement is reached within sixty (60) days after the commencement of the mediation or such other extended period as may be agreed by the Parties; or</p> <p>(b) the mediation is terminated or brought to an end without the Parties reaching a settlement on the Dispute.</p> <p>Where mediation is not successful, then either Party may refer the Dispute to arbitration in accordance with the rules of the Arbitration Act 2005 for the time being in force.</p>
121.	The arbitration proceedings shall be conducted in English and the seat and place of arbitration shall be Kuala Lumpur, Malaysia.
122.	There shall be a single arbitrator to be mutually agreed in writing by the Parties and if the Parties fail to agree within thirty (30) days from the date the Dispute is referred to arbitration, the arbitrator shall be appointed by the Director of AIAC.
123.	A Party shall not be prevented from seeking or obtaining an enjoining order, interim order or interim relief in the court prior to the arbitral tribunal being instituted.
124.	Recognition and enforcement of the arbitration award may be rendered in any court of competent jurisdiction, as the case may be.
125.	To the fullest extent permitted by law, each of the Parties hereby expressly waive any right under any relevant laws and regulations, decrees or policies having force of law that would otherwise give a right to appeal against the decision of the arbitral tribunal, and the Parties agree that no Party shall appeal to any court against the award or decision contained therein.
126.	No Party or person involved in any way in the creation, coordination or operation of the arbitration of any Dispute may disclose the existence, content or results of the Dispute or any arbitration conducted under this Agreement in relation to that Dispute unless the same is required by law or rules of any stock exchange.
127.	Notwithstanding the provision of this Clause 120-128 , a Party may pursue remedies for breach of confidentiality under Clause 84-94 and/or with respect to its Intellectual Property Rights in the Malaysian courts.
128.	In the event of any conflict between the English and other language versions, the English version shall prevail.
129.	<p><u>Customer Service</u></p> <p>Merchant may address its queries or complaints in relation to ME12PAY Services or ME12PAY App via email at callcenter@me12pay.com or by calling ME12PAY at our call center at 1-300-88-7977 or by raising a request from the ME12PAY App.</p>
	<u>GENERAL</u>
130.	<p><i>Governing Law and Jurisdiction</i></p> <p>These Terms and Conditions are governed by and construed in accordance with the laws of Malaysia, and Parties hereby submit to the exclusive jurisdiction of the Malaysian courts.</p>
131.	<p><i>Severability</i></p> <p>Where any provision of, or the application of any provision of this Agreement is illegal or unenforceable or deemed to be illegal or unenforceable, the provision shall continue to apply with the necessary modification in order that the provision is legal, valid and enforceable provision. In the event that it is not possible to modify the relevant provision to make the provision legal, valid and enforceable, then such part of the provision which is illegal, invalid or unenforceable shall be severed but the remaining parts of the provision shall remain unaffected.</p>
132.	<p><i>Waiver</i></p> <p>(a) No failure or delay on the part of ME12PAY in exercising any rights or remedies under these Terms and Conditions at any time or for any period of time, nor any knowledge or acquiescence by ME12PAY of any breach of any provision of these Terms and Conditions shall operate as or be deemed to be a waiver thereof nor shall a waiver by ME12PAY of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.</p> <p>(b) Any waiver of any right or remedy of ME12PAY under these Terms and Conditions shall only be valid and effective if it is agreed to by ME12PAY in writing.</p>
133.	<p><i>Representations</i></p> <p>Merchant acknowledge and agree that in entering into these Terms and Conditions Merchant do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or</p>

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	understanding (whether negligently or innocently made) of any person (whether party to the Terms and Conditions or not) other than as expressly set out in the Terms and Conditions as a warranty.
134.	<p>Assignment</p> <p>(a) Merchant shall not assign or novate these Terms and Conditions without ME12PAY’s prior written consent. The Account cannot be pledged or used in any manner by Merchant as any form of security instrument for any purpose whatsoever.</p> <p>(b) ME12PAY may assign or novate these Terms and Conditions to any third party by written notice to Merchant and Merchant shall execute such documents as may be reasonably required to give effect to the assignment or novation.</p>
S1	<p>FIRST SCHEDULE</p> <p>ME12PAY Operating Guidelines</p> <ol style="list-style-type: none"> 1. Merchant shall not split a single sale into more than one Transaction. 2. Merchant must not process a transaction after receiving decline response (Exception: System failure for that transaction, Transaction time-out, Customer Request to reprocess). 3. Merchant shall stop processing the Transaction as soon as ME12PAY tells Merchant to do so. 4. The Transaction must not be a payment for goods or services that violates a law that applies to Merchant or the Account holder or for goods and services outside the description of Merchant’s business. 5. Merchant shall not attempt to levy service charge for use of ME12PAY App as a mode of payment and must not attempt to set minimum transaction limits for Transaction for the use of ME12PAY App / Services. 6. Merchant shall not cause ME12PAY to receive excessive complaints regarding your account or business. 7. Any other guidelines that ME12PAY shall notify Merchant from time to time.
S2	<p>SECOND SCHEDULE</p> <p>PROHIBITED ITEMS</p> <ol style="list-style-type: none"> 1. Adult goods and services which includes pornography and other sexually suggestive materials (including literature, imagery and other media); escort or prostitution services; 2. Body parts which includes organs or other body parts; 3. Pornography or obscene information or activities which includes but not limited to pornographic materials involving minors; 4. Copyright unlocking devices which includes Mod chips or other devices designed to circumvent copyright protection; 5. Drugs and drug paraphernalia which includes illegal drugs and drug accessories, including but not limited to herbal drugs like salvia and magic mushrooms; 6. Drug test circumvention aids which includes drug cleansing shakes, urine test additives, and related items; 7. Hacking and cracking materials which includes manuals, how-to guides, information, or equipment enabling illegal access to software, servers, websites, or other protected property; 8. Engage in any activities or information which contain viruses, Trojan horses, worms, time bomb cancel bots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information; 9. Illegal goods, which includes materials, products, or information promoting illegal goods or enabling illegal acts including but not limited to illegal gambling, illegal gaming, illegal money lending and etc; 10. Offensive goods, which includes literature, products or other materials that: (a) defame or slander any person or groups of people based on race, ethnicity, national origin, religion, sex, or other factors (b) Encourage or incite violent acts (c) Promote intolerance or hatred; 11. Offensive goods, crime that includes crime scene photos or items, such as personal belongings, associated with criminals; 12. Weapons which includes firearms, ammunition, knives, brass knuckles, gun parts, and other armaments; 13. Fraudulent activities including but not limited to selling counterfeit or stolen items; 14. Engage in any activities or information that is false, inaccurate or misleading; 15. Infringing on any copyright, patent, trademark, trade secret or other property right or rights of publicity or privacy; 16. Engage in any activities or information which is defamatory, trade libel, unlawfully threatening or unlawfully harassing;

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	<p>17. Engage in any activities or information or business or dealings that involves unapproved cryptocurrencies, digital currencies, initial coin offerings or digital currency exchanges and any other related businesses or dealings;</p> <p>18. Any product or service, which is not in compliance with all applicable laws and regulations in Malaysia.</p>
S3	<u>THIRD SCHEDULE</u>
i	<p><u>ME12PAY’s Merchant Privacy Notice</u></p> <p>ME12PAY DIGITAL SDN BHD (hereinafter, “ME12PAY”, “we”, “us”, or “our”) (Company No. 1270498-M) values privacy and we are committed to protecting all Personal Information (as defined below) kept by us, in accordance with the relevant laws (including the Personal Data Protection Act, 2010), this Privacy Notice and our Terms and Conditions. For the avoidance of doubt, unless the context requires otherwise, the words used in this Privacy Notice shall have the same meanings stipulated in the Terms and Conditions.</p> <p>This Privacy Notice describes our practices regarding the Personal Information we collect through your download and use of the ME12PAY smartphone and Mobile Device application (the “App”), and your use of or access to ME12PAY website (the “Site”) (collectively, together with the App, the “Platform”) and all content, products, services and functionality available at or through the App and the Site (collectively, together with the Platform, the “ME12PAY Services”).</p> <p>This Privacy Notice explains:</p> <p>The type of Personal Information we collect and how we collect it;</p> <ul style="list-style-type: none"> • How we use your Personal Information; • The parties that we disclose the Personal Information to; and • The choices we offer, including how to access and update your Personal Information.
	In the event of any conflict between the English and other language versions, the English version shall prevail.
	By using ME12PAY Services, you agree to the terms of this Privacy Notice and you will be deemed to have consented to the collection, use and disclosure of your Personal Information in accordance with this Privacy Notice. You also agree to obtain consent from your customers, employees and agents and employees for the use and access of their Personal Information by us and other third parties.
ii	<u>What Kind Of Personal Information We Collect and How We Collect It</u>
	<p>“Personal Information” means any information that relates to you or allows someone to identify you, including, for example, your name, address, telephone number, e-mail address, information about your transactions in relation to the ME12PAY Services such as Account activities as well as any other non-public information about you that is associated with or linked to any of the foregoing data.</p>
	<p>“Anonymous Information”, means, data that is not associated with or linked to your Personal Information including, aggregated information. Anonymous Information does not, by itself, permit the identification of individual persons.</p>
	In order to enable us to provide you this ME12PAY Services we may need to and/or may be required to collect, record, hold, use, disclose and store (i.e. “process”) Personal Information and Anonymous Information, including, but not limited to:
	<p>1. Information you provide to us through your relationship with us, including but not limited to, information provided by you when using ME12PAY Services. Examples include:</p> <ul style="list-style-type: none"> • Personal Information from you, such as your device ID numbers, and passwords when you create an Account for ME12PAY Services (“Merchant ME12PAY Account”), and any other information you directly give us through ME12PAY Services (including, but not limited to messages that you send through ME12PAY Services). • Information about your interactions with ME12PAY Services. • Information necessary to complete a transaction through ME12PAY Services. • Information such as files and messages that you store using your Merchant ME12PAY Account. • Information from written communications when you provide us feedback or contact us.
	<p>2. Information collected by technology via the Platform. For example:</p> <ul style="list-style-type: none"> • Information from you, including your web browser type, Internet Protocol (IP) address (a number that is automatically assigned to your computer when you use the Internet, which may vary from session to session), domain name, user profiles, and/or a date/time stamp for your visit, and, with respect to your mobile phone, the unique device identifier, better known as the Android/iPhone ID.

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	<ul style="list-style-type: none"> • Information from third party service providers, with your consent, which may include your profile content or other types of personally identifiable information. • Cookies and URL information to gather information regarding the date and time of your visit and the information for which you searched and viewed. “Cookies” are small pieces of information that a website sends to your computer’s hard drive while you are viewing a website. We may use both session Cookies (which expire once you close your web browser) and persistent Cookies (which stay on your computer until you delete them) to provide you with a more personal and interactive experience on the Platform. Persistent Cookies can be removed by following web browser’s directions. • Information from corresponding technologies used in connection with mobile phones, including the Android/iPhone ID, to record date, time, search and viewing information related to your mobile phone. <p>3. Information about how you use and interact with the Platform and ME12PAY Services via third party analytics services such as Google Analytics (https://www.google.com/analytics) or Google AdSense (https://www.google.com/adsense). Such third party analytics services may use Cookies to gather information such as the pages you visited, your IP address, a date/time stamp for your visit and the sites that redirected you to the Platform.</p>
	<p>4. Information from third parties or other sources which you have given your consent to disclose information relating to you and/or where not otherwise restricted.</p>
	<p>5. Information collected from you about others in situations where you decide to invite a third party to create a Merchant ME12PAY Account. We will collect your and the third party’s names and e-mail addresses in order to send an e-mail and follow up with the third party.</p>
iii	<p><u>How We Use Your Personal Information</u></p> <p>1. For general use or collected by technology. In addition to the purposes stated above, we may use your Personal Information either to respond to requests that you make, or to aid us in serving you better, whether or not through technological means, for one or more of the following purposes:</p> <ul style="list-style-type: none"> • to provide ME12PAY Services; • to facilitate the creation of and secure your Merchant ME12PAY Account on our network; • to identify you as a user in our system; • to provide improved administration of ME12PAY Services; • to notify visitors about updates to ME12PAY Services; • to promote ME12PAY Services; or products, services and special offers of third parties whose products and services we think may be of interest to you; • to improve and customize the quality of experience when you interact with ME12PAY Services; • to send you a welcome e-mail and to verify ownership of the e-mail address provided when your Merchant ME12PAY Account was created; • to send you administrative e-mail notifications, such as security or support and maintenance advisories; • to respond to your inquiries related to merchant opportunities or other requests; • to send offers and promotional materials related to ME12PAY Services and for other marketing purposes; • to track user-specific information on what pages users access or visit; • to improve and customize the quality of experience when you interact with the Platform, and ME12PAY Services; • for our day to day operations and administrative purposes including Account management, billing and collection, audits, reporting and investigations; • for the purposes of enforcing or defending our legal rights and/or obtaining legal advice; • to assist in the prevention, detection or investigation of crime or possible criminal activities or for the administration of justice; • for security and internal audit purposes; • for such other purposes as may be directed or consented to by you; and • for all other purposes in relation to or incidental to the above.
	<p>Creation of Anonymous Information. We may also anonymise or aggregate your Personal Information by excluding information (such as your name) that make the data personally identifiable to you. This Anonymous Information may be used to personalize the Services, including directing certain advertisements to make them more relevant to you or to analyse request and usage patterns so that we may enhance the content of the Services and improve the Platform navigation or for any related market research purposes, either internally or through third parties.</p>

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iv	<p><u>Disclosure of Your Personal Information</u></p> <p>Subject to any laws (including regulations, guidelines and/or obligations) applicable to us and our Affiliates (as defined below) (whether in or outside Malaysia), we may disclose your Personal Information as described below and elsewhere in this Privacy Notice:</p> <ol style="list-style-type: none"> 1. Third Party Service Providers. We may share your Personal Information with third party service providers who may be located within or outside Malaysia (a) to provide you with ME12PAY Services that we offer you through the Platform; (b) to conduct quality assurance testing; (c) to facilitate creation of accounts; (d) to provide technical support; and/or (e) to provide other services to us. These third party service providers are not required to use your Personal Information other than to provide ME12PAY Services requested by us. 2. Affiliates and Acquisitions. We may share some or all of your Personal Information with our joint venturers, or other companies under a common control (our “Affiliates”), in which case we will require our Affiliates to honour this Privacy Notice. 3. Social Networking Sites (SNS). The Services may, with your consent, automatically post, information on your SNS profile based on your most recent activities (e.g., you used a coupon to purchase tickets to the newest blockbuster movie). See the section on Third Party Websites below for more information. 4. We Do Not Share Personal Information with Advertisers, but we do, however, allow advertisers to request that their advertisements are directed at certain users (e.g., users in a certain geographic location, or age, gender and/or with certain interests). In the event that you interact with certain advertisements, the advertisers (or the company which the advertiser works with, for example, its advertising agency or an advertising network) may determine certain characteristics about you. 5. Third Party directed or consented to by you. We may share your Personal Information with any persons directed by or consented to by you. 6. Professional Advisors. We may share your Personal Information with our professional advisors including but not limited to legal advisors, tax advisors, financial advisors, auditors, insurance brokers etc. 7. Other Disclosures. Regardless of any choices you make regarding your Personal Information, we may disclose Personal Information if we believe in good faith that such disclosure is necessary (a) in connection with any legal investigation; (b) to comply with relevant laws or to respond to subpoenas or warrants served on us; (c) to protect or defend our rights or property or users of the Services; and/or (d) to investigate or assist us in preventing any violation or potential violation of the laws, this Privacy Notice, or the Terms and Conditions. 8. We may also be required to transfer your personal data outside of Malaysia for the purposes and to such third parties stated in this Notice.
v	<p><u>Third Party Websites</u></p> <p>When you click on a link or, in case of smartphone and Mobile Device, connect to any other website or location, you will leave ME12PAY Services and be redirected to another site and another entity may collect Personal Information or Anonymous Information from you. We have no control over, do not review, and cannot be responsible for, these external websites or their content. This Privacy Notice do not apply to these external websites or their content, or to any collection of data after you click on links or to connect to these external websites.</p> <p>By using the Services, you will also be able to connect with third party services and your SNS. By logging-in to your SNS from our Platform, your SNS will provide us a token that allows them to recognize us when we ask, on your behalf, for access to your Account information or to post information on your SNS profile. You will be able to revoke our access to any of your SNS at any time by amending the appropriate settings from within your Account settings on your applicable SNS, though such revocation may limit ME12PAY Services we are able to provide you. In addition, when you engage in certain activities within ME12PAY Services, those activities may be automatically posted to your SNS profile. You will be able to disable this functionality at any time by logging into your SNS profile and selecting the option to disable this feature.</p>
vi	<p><u>Retention and Security of Your Personal Information</u></p> <p>We place great importance on ensuring the security of your Personal Information and will regularly review and implement up-to-date technical and organisational security measures to safeguard the confidentiality and security of all your Personal Information. This includes contractual agreements with relevant third parties, whereby we shall endeavour to procure them to incorporate our standards as a minimum. Your Personal Information will also be retained in compliance with this Privacy Notice and/or the Terms and Conditions of your agreements for the duration of your relationship with us, for such period as may be necessary to protect our interests as may be deemed necessary, where otherwise required by the law or relevant regulation.</p>

Clause	Description
	We also require you to enter a password that you should not disclose to anyone, to access your Merchant ME12PAY Account information and will require you to enter that same password again in order to access any sensitive information, including credit card information. Disclaimer: No method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we use reasonable efforts to protect your Personal Information, we cannot guarantee its absolute security.
vii	<p><u>Your Rights to Access and Correct Your Personal Information</u></p> <p>1. We offer you choices regarding the collection, use, and sharing of your Personal Information. Nevertheless, should you decline to provide any Personal Information that is essential to us to enable us to process your application/request (for example for the registration), we may not be able to process your application/request or provide you with ME12PAY Services.</p> <ul style="list-style-type: none"> • We will periodically send you free newsletters and e-mails that promote the use of the Services. When you receive newsletters or promotional communications from us, you may indicate a preference to stop receiving further communications from us and you will have the opportunity to “opt-out” by following the “unsubscribe” instructions provided in the e-mail you receive, by terminating your Merchant ME12PAY Account or by contacting us directly (contact information). • Despite your indicated e-mail preferences, you may not opt-out of communication related to the Terms and Conditions of the Services, including any updates to our Terms and Conditions or Privacy Notice unless you deactivate the use of ME12PAY Services.
	<p>2. Changes to Personal Information. You may have access to or change your Personal Information in our possession or control through your profile within your Merchant ME12PAY Account. Any request of access to correct Personal Information may be subjected to a fee and also to the provisions of the applicable laws. We reserve the right to decline requests that jeopardize the security and privacy of the personal information of others as well as requests that are impractical or not made in good faith. Additionally, it is important to note that system-recorded Personal Information is not editable. When we delete any information, it will be deleted from the active database, but may remain in our archives. To the extent permitted by law, we may also retain your information for fraud prevention or similar purposes required by laws.</p>
viii	<p><u>What If Personal Information Provided By You Is Incomplete?</u></p> <p>Where indicated (for example, during first-time sign-in for a Merchant ME12PAY Account), it is obligatory to provide your Personal Information to us in order to enable us to process your application for a Merchant ME12PAY Account, or for us to provide you with ME12PAY Services. Should you decline to provide such obligatory Personal Information, we may not be able to process your application and/or provide you with ME12PAY Services.</p>
ix	<p><u>Disclaimer</u></p> <p>The accuracy and completeness of your personal data depends on the information you provide. We assume that the information you have provided is accurate, up to date and complete unless you inform us otherwise.</p>
x	<p><u>Revisions to Privacy Notice</u></p> <p>We may review and update this Privacy Notice from time to time to reflect changes in the laws, in our business practices, procedures and structure, and the community’s changing privacy expectations. The latest version of the Privacy Notice will be made available on the Platform. Where we consider, at our sole discretion, that the revisions made on the Privacy Notice are substantive, notice of such revisions will be provided on the Platform or by such other means of communication deemed suitable by us, for example, by sending you an e-mail to the last e-mail address you provided to us. Please note that at all times you are responsible for updating your Personal Information and to provide us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice.</p> <p>If you do not agree to the changes in our use of your Personal Information, you must notify us immediately and deactivate your Merchant ME12PAY Account with us. Continued use of ME12PAY Services, following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the Terms and Conditions of such changes.</p>
xi	<p><u>Questions</u></p> <p>Should you have any query in relation to this Privacy Notice or how we handle your Personal Information, kindly contact us via email at callcenter@me12pay.com or call us at our call center at 1-300-88-7977.</p>