

Important Notice: You are advised to read and understand the following terms and conditions (“Terms”) before applying for this banking products/services and if you do not understand any of the Terms, you may seek the Bank’s clarification on such Terms.

SCHEDULE

FPX PAYMENT

1.0 FPX System Access

1.1 Subject to the application of the Applicant as a registered seller under the FPX services and in the consideration of the fees paid to the Bank, the Bank agrees to facilitate the participation of the Applicant in the FPX services in accordance with this Agreement.

2.0 PAYMENT TYPE

2.1 The Applicant shall accept payments that draw funds from current account(s) and/or savings account(s) and optionally payment(s) that draw funds from Card Accounts.

3.0 OBLIGATIONS OF APPLICANT

3.1 The Applicant shall, at all times comply with the Consumer Protection Act 1999, as the Applicant is prohibited to use misleading and deceptive conduct, false misrepresentation and unfair claims in selling their products or services.

3.2 The Applicant agrees that it shall: (a) observe all Operational Procedures issued by the FPX Operator which is applicable to the Applicant as reflected in this Agreement including any future revisions which will be communicated by the Bank to the Applicant; and (b) not be involved or engaged in business activities that contravene the laws of Malaysia.

3.3 The Applicant is prohibited from re-selling or acquiring any other sub-seller(s) into the FPX services or acting as merchant aggregators for other seller(s), without the prior written consent of the FPX Operator and the Bank.

3.4 The Applicant must ensure that it has and maintains adequate procedures and systems for receiving and processing prompt payment confirmation received from FPX system and promptly and correctly updates the payment status as well as to ensure that its obligations are fulfilled to the Buyer’s satisfaction.

3.5 The Applicant shall ensure that all requirements stipulated in the FPX integration guideline provided in [<https://fpxexchange.myclear.org.my:8443/MerchantIntegrationKit/#>] that are imposed by the FPX Operator (including but not limited to the following) are fully complied with at all times:

3.5.1 Display of FPX Participants at the Applicant’s web portal must be in accordance with the FPX integration guideline.

3.5.2 Notification to the Buyer that FPX services is available twenty-four (24) hours daily, subject to Participant’s Internet Banking services availability.

3.5.3 The Applicant shall take all possible measure to ensure that the Buyer’s Internet Banking Security Credentials used in the course of a transaction at the Applicant’s website, mobile app, exchange and/or other systems, are always safeguarded and is never exposed to any other party except the relevant Buyer Banks:

- i. The Applicant shall not intercept, capture or store the Buyer's Internet Banking Security Credentials;
 - ii. The Applicant shall not facilitate or allow the interception, capturing or storage of the Buyer's Internet Banking Security Credentials;
 - iii. The Applicant shall not through its action or omission, risk the exposure of the Buyer's Internet Banking Security Credentials to any party.
- 3.5.4 The Applicant shall ensure that confidentiality, integrity and security of the Buyer's information entered at the Applicant's website.
- 3.6 The Applicant must not make any warranties or representations in respect of goods or services supplied which may bind the Bank, FPX Operator, Buyer Bank or any other Participants in the FPX services.
- 3.7 The Applicant must establish and maintain a fair policy for resolving the Buyer's dispute and/or claims.
- 3.8 The Applicant who has been granted a non-transferable license to use the FPX Brand shall not license or assign the said right to use to any other third party. The Applicant shall comply with the FPX Brand guidelines at all times.
- 3.9 For the purpose of **Clause 3.10**, the Applicant will be liable for any claims, damages and expenses arising out of or caused to arise from misuse or unauthorised usage of the FPX Brand. In the event of such breach, the Applicant's sub-licensed rights of using the FPX Brand shall be revoked and ceased immediately, whereupon this Agreement shall be terminated accordingly. Upon termination **Clause 10.4** shall apply accordingly.
- 3.10 The Applicant shall consent and allow the Bank to disclose its information to the FPX Operator, as may be reasonably required for the purpose of and in connection with providing the FPX services.
- 3.11 The Applicant shall notify the Bank immediately if it becomes aware of any non-compliance to this Agreement or the Operational Procedures for FPX which is applicable to the Applicant, as reflected in this Agreement.
- 3.12 The Applicant's configuration shall be performed by the Applicant with assistance from the Bank.
- 3.13 The Applicant that is acquired by the Bank shall get their security key generated and certified before generating and sending any message to FPX.
- 3.14 The Applicant that is acquired by the Bank is to determine the type of transactions (i.e. whether it is meant for business-to-customer and/or business-to-business models) and the specific account to be credited by indicating it in the message token and bank code, respectively.
- 3.15 The Applicant shall ensure each transaction that is sent to FPX for processing has a unique payment reference number known as Seller Order Number.
- 3.16 The Applicant shall advise the Buyer to authorise their pending business-to-business transactions before escalating to the FPX Operator in the event of any discrepancy.
- 3.17 The Applicant shall ensure that their customers are aware that payments can be made via FPX. The Applicant shall raise awareness and promote the use of FPX through the Applicant's websites, mobile apps, and other means of communications.

3.18 **Clause 3.5.4, 3.7 and 3.9** herein shall survive termination of this Agreement. Termination does not affect either party's right accrued and obligations incurred before termination.

4.0 OBLIGATIONS OF THE BANK

4.1 Upon receiving successful debit confirmation from FPX Operator's system, the Bank shall either immediately credit and make funds available to the Applicant's Collection Account, or in a manner as agreed upon by the Bank and the Applicant.

4.2 The Bank must make payment in full to the Applicant and shall not deduct any fees from the payment proceeds due to the Applicant, except for situations where the Applicant has specifically agreed in writing that FPX fees shall be deducted from payment amount.

4.3 The Bank shall refund transaction fees to the Applicant if fees are incurred due to Buyer's disputes that are not caused by the Applicant. However, if the Applicant opts to partially refund overpayments to the Buyer, the Applicant shall bear the transaction fees for executing the refund.

4.4 The Bank shall implement reasonable measures to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected.

5.0 GOODS AND/OR SERVICES DELIVERY

5.1 Upon receiving final payment confirmation from FPX Operator's system, the Applicant shall immediately update the Buyer's payment and proceed to arrange for the delivery of the goods or services purchased by the Buyer. The Applicant is responsible to ensure that the goods or services purchased are rendered to the Buyer within the duration as stated in the Applicant's website.

6.0 FRAUD AND SECURITY

6.1 The Applicant shall implement all prudent safeguards and controls necessary to prevent, detect and mitigate fraud, as well as to protect its customers, services and transactions from fraud.

6.2 The Applicant shall also comply with all applicable laws of Malaysia in relation to fraud.

6.3 In the interest of safeguarding the integrity of the FPX services, the Applicant grants the FPX Operator and/or the Bank the absolute authority to direct the Applicant to take any measure that the FPX Operator and/or the Bank deems necessary to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected. The Applicant shall promptly comply with the direction upon receipt of any such directive.

7.0 BUYER'S DISPUTES/CLAIMS

7.1 The Applicant shall assist the Bank with investigation related to Buyer's dispute and requests for Refund in accordance with the following process and timelines.

7.2 If a valid request to recover funds was received by the Applicant within sixty (60) days of the Buyer's FPX payments, the Applicant shall address the Buyer's dispute / claims to the Buyer's satisfaction.

7.2.1 The Buyer may submit requests for Refund to the Applicant for the following reasons after FPX payment have been made:

- i. Goods or services purchased were not provided or rendered due to the Applicant's non-performance or insolvency;

- ii. Goods purchased were damaged or defective;
- iii. Goods purchased not as described or as advertised by the Applicant;
- iv. Goods purchased were not genuine; counterfeit or fake;
- v. the Buyer's bank accounts were erroneously debited multiple times for a single purchase or charged an incorrect amount by the Applicant.

7.2.2 Upon receiving a request for Refund, the Applicant shall respond to all requests for Refund within seven (7) Business Days or receipt. The Applicant shall ensure that the Refund claims are addressed within the seven (7) Business Days timeframe.

7.3 The Applicant may provide concrete evidence to contest the Refund claim. Evidence may include proof of delivery, certification from suppliers on the authenticity of goods, or other documentation to demonstrate the Applicant's performance of its obligations. If the Applicant is unable to furnish evidence within the timeframe specified in **Clause 7.2.2** or the evidence does not conclusively refute the Buyer's Refund claim the Applicant is required to refund the purchase proceeds to the Buyer within three (3) Business Days.

Evidence furnished by the Applicant to refute a Refund claim is deemed to be sufficient if both the Buyer Bank and the Bank are fully satisfied that the Applicant has adequately demonstrated that the Applicant has performed its obligations.

7.4 If the Applicant is not able to adequately refute a Refund claim in accordance with **Clause 7.3**, the Bank shall have the right to debit any of the Applicant's account(s) maintained with the Bank for the recovery of the disputed sum either entirely or partially.

8.0 DISPUTE RESOLUTION

8.1 The Applicant shall have the right to refer its disputes to the FPX Operator if there is an allegation of the Bank's non-compliance to the obligations set out in this Agreement and the Operational Procedures. The FPX Operator will review such complaints and allegations, but such review will be confined to:

8.1.1 Determination whether there has been non-compliance;

8.1.2 Stipulating remedies for the Bank to correct or address the non-compliance; and

8.1.3 Determination if penalties are applicable for the Bank's non-compliance.

8.2 All decisions rendered by FPX Operator in response to complaints from the Applicant shall be binding on the Bank.

8.3 Referring allegations of non-compliance to FPX Operator does not preclude the right of the Applicant to take the dispute to the respective industry arbitration or mediation bodies.

9.0 INDEMNITY

9.1 Subject to the Bank and the Applicant's (hereinafter referred to as "party" or "party's") compliance with **Clause 9.3**, each party ("Indemnifying Party") agrees to indemnify and hold the other party and its employees and agents harmless against any and all losses, expenses, claims, suits, demands, actions and proceedings including all reasonable legal and other related fees or charges

(“Liability”) which the other party may suffer or incur or for which the other party may become liable as a result of:

- 9.1.1 Any negligence, misrepresentations or fraud on the part of the indemnifying party, its employees, and agents with respect to the performance of its obligations or the exercise of any of its rights under this Agreement;
 - 9.1.2 Any claim by a Buyer, Bank, Buyer Bank, FPX Operator or any other person for any breach by the Indemnifying Party of any applicable laws;
 - 9.1.3 The failure of the Indemnifying Party to observe any of its obligations under this Agreement; or
 - 9.1.4 Any use of the FPX Brand by the Indemnifying Party other than as permitted by this Agreement.
 - 9.1.5 Except to the extent that such liability arises or is incurred by the other party by reason of any act or omission on its part mentioned in **Clause 9.1.1 to 9.1.5**.
- 9.2 In the event a claim is made against a party in respect of which its entitled to be indemnified pursuant to **Clause 9.1**, that party must:
- a. Give notice of any such claim to the other party;
 - b. Consult with the other party in relation to any such claim;
 - c. Not to settle any claim without obtaining the prior written consent of the other, such consent not to be unreasonably withheld
- 9.3 The Bank is not liable to the Applicant for any loss or damage suffered by the Applicant as result of the delay or disruption caused by any system failure beyond the Bank’s reasonable control.
- 9.4 For the purposes of this clause, loss or damage includes any consequential or economic loss or damage.

10.0 SUSPENSION & TERMINATION

Suspension

- 10.1 The FPX Operator or the Bank, as the case maybe, reserves the right to suspend the participation of the Applicant in the FPX services by giving notice in writing specifying the suspension date and any conditions applicable to the suspension, under the following circumstances:
- 10.1.1 FPX Operator or the Bank has determined that the Applicant breached this Agreement, or the terms and conditions stipulated in the FPX Merchant Registration Form, or any applicable rules, guidelines, regulations, circular or laws;
 - 10.1.2 The Applicant fails to remedy the breach described in **Clause 10.1.1** to the Bank’s satisfaction;
 - 10.1.3 FPX Operator or the Bank has determined that the Applicant has inadequate operational controls or insufficient risk management processes, resulting in potential threats or risk to the stability, integrity, safety, security and efficiency of the FPX services;

- 10.1.4 Court order(s) affecting the Applicant's membership in the FPX services and/or the legal status of the Applicant;
 - 10.1.5 Directive(s) issued by regulatory or government authority affecting the Applicant's membership in FPX services and/or its legal status;
 - 10.1.6 An application is made to the court either voluntarily or involuntarily for an order that the Applicant be wound up;
 - 10.1.7 The Applicant is deemed unable to pay its debt and should be wound up under statutory laws; or
 - 10.1.8 The Applicant is suspected on reasonable grounds that it is facilitating, involved in, has committed or will commit fraudulent act(s) in connection with the FPX services;
 - 10.1.9 The Bank has received complaints from other sellers, other Participant(s), Buyer Bank or Buyer that the Applicant is engaging in fraudulent activity in connection with the FPX services; or
 - 10.1.10 The Applicant has been suspended from the FPX services by other Participant(s) due to breach of provisions of this Agreement or the terms and conditions stipulated in the FPX Merchant Registration Form, or any applicable rules, guidelines, regulations, circular or law.
- 10.2 Upon suspension of the Applicant in the FPX services:
- 10.2.1 The FPX services provided will be suspended immediately;
 - 10.2.2 The Applicant will no longer have access to FPX Webview;
 - 10.2.3 The Applicant will stop sending debit request to FPX system or accept payments from Buyer Bank(s);
 - 10.2.4 The Applicant will no longer have access to the Bank that the Applicant is connected to via its Exchange ID/Seller ID (s);
 - 10.2.5 The Applicant must take all reasonable steps to assist the Bank to notify each Buyer affected by the action that the Applicant is no longer participating in the FPX services, in the form directed by the Bank;
 - 10.2.6 The Applicant must cease all promotional and advertising that is related or can be perceived to be related to FPX services;
 - 10.2.7 The Applicant must remove all FPX Brand from the Applicant's marketing collaterals, channels and websites; and
 - 10.2.8 The Applicant must take all reasonable steps to comply with any directions of the Bank to minimise the impact on Buyer of the suspension.

Termination

- 10.3 The FPX Operator or the Bank, as the case maybe, reserves the right to terminate the services provided under this Agreement or the FPX services under the following circumstance, which included, but not limited to:

- 10.3.1 This Agreement between the Applicant and the Bank is terminated or expired;
 - 10.3.2 The Bank or the FPX Operator has determined that the Applicant has breached this Agreement, or the terms and conditions stipulated in the FPX Merchant Registration Form, or any applicable rules, guidelines, regulations, circulars or laws;
 - 10.3.3 The Applicant fails to remedy or take adequate steps to remedy its default under this Agreement to the satisfaction of the Bank or the FPX Operator, as the case maybe, within a time period as specified in the notice of the default given by the Bank;
 - 10.3.4 The FPX Operator or the Bank has determined that the Applicant has inadequate operational controls or insufficient risk management processes resulting in potential threats to the stability, integrity, safety and efficiency of the FPX services;
 - 10.3.5 Court order(s) affecting the Applicant or the Bank(s) membership and/or legal status;
 - 10.3.6 Directive(s) issued by regulatory or government authority affecting the Applicant or the Bank(s) membership and/or legal status;
 - 10.3.7 An application is made to the court either voluntarily or involuntarily for an order that the Applicant be wound up;
 - 10.3.8 The Applicant is deemed unable to pay its debit and should be wound up under statutory laws; or
 - 10.3.9 The Bank's membership in the FPX Services or RENTAS is terminated or suspended and the Seller has not appointed a replacement Bank;
 - 10.3.10 The FPX Operator has determined the Applicant is inactive or the Applicant is deemed inactive when there are no FPX transactions for a period of twelve (12) consecutive months.
- 10.4 Upon termination of this Agreement, the Applicant must undertake the following:
- a. Immediately advise its customer that they will no longer accept payment via FPX from the effective date of termination of the Applicant's access to FPX services;
 - b. Shall ensure that inflight transactions post-termination are completed i.e. goods are deliverable to the Buyer's satisfaction;
 - c. Cease all promotional and advertising that is related, or can be perceived to be related to the FPX services; and
 - d. Remove all FPX Brand from the Applicant's payment channels and websites.
- 10.5 Upon termination of this Agreement, the participation of the Applicant in FPX services is automatically terminated and the Applicant will no longer have access to the FPX system and services provided under the FPX system.
- 10.6 Termination of the Applicant in the FPX services shall not extinguish any outstanding right or liability arising under this Agreement of the terms in the Operational Procedures for FPX which is applicable to the Applicant as reflected in this Agreement.

11.0 MISCELLANEOUS PROVISIONS

- 11.1 The Applicant shall at all times maintain the Collection Account with the Bank for the purpose of crediting payments made by the Buyer under the FPX services.
- 11.2 The Bank shall be authorised to accept instructions from FPX Operator subject to the Applicant having successfully registered with and accepted by FPX Operation.
- 11.3 The Applicant grants the Bank the right and license to use the Applicant's patents, copyright, logos, service marks, name or trade mark or other intellectual property for inclusion and publication on and/or in any advertisements or promotions relating to FPX services of the Bank via FPX and the Applicant hereby warrants that it has the right and authority to grant the license for the Bank's use and that such use by the Bank would not infringe the intellectual property rights of any third party.
- 11.4 Any amendments, revisions, changes, suspension or termination of the Applicant's registration with FPX Operator in respect of the FPX services shall be notified by the Applicant to the Bank in writing to the Bank. Upon notification, the Bank can exercise its rights under Clause 10 above and the Bank shall not be liable for any loss or damage to the Applicant for any failure or delay by the Applicant.
- 11.5 This Schedule shall be read together with the Terms and in the event of any inconsistency, the terms of this Schedule shall prevail.

12.0 DEFINITIONS

Agreement	means the Terms and this Schedule and any amendments, variation or supplemental thereto.
bank	means a financial institution that is licensed under Financial Services Act 2013, Islamic Financial Services Act 2013 and/or Development Financial Institutions Act 2002.
Buyer	means any individual, company, body corporate, business (including sole proprietor and partnership), government agency, statutory body, society, and other bank's customers that make payments to the Applicant using the FPX services.
Buyer Bank	means a Participant in the FPX services who offers services that allow the Buyer to initiate payment Instruction.
Card Accounts	means credit card account(s), charge card account(s) and prepaid card account(s).
Collection Account	means current account of the Applicant maintained with the Bank.
Exchange	means an organization/company internet-based gateway, which provides or maintains a marketplace where goods and services can be traded.
Exchange ID	means an ID that is provided to the Exchange in order to identify a seller that will trade under the Exchange.
FPX Brand	means the brand, icon, logo and marks for the FPX services.
FPX Operator	means Payments Network Malaysia Sdn. Bhd.

FPX services	means real time internet-based online payment system which enables the Buyer to make secure online payments using its internet banking account to the Applicant.
FPX Webview	means an online system provided by PayNet to Participant and registered Exchange/seller to check its own profile and view FPX transaction status and reports.
Internet Banking Security Credentials	means a verification of identity or tools for authentication. It is a part of a certificate or other authentication process that helps confirms a user's identity in relation to a network address or other system's identity document.
Operational Procedures	means the FPX operational procedures which are prescribed and issued by FPX Operator and will include any variation, addition, amendment or modification made from time to time.
Participant	means Participant as defined in the Participation Rules.
Payment	means an order from a Buyer to its Buyer Bank directing the Buyer Bank to: <ul style="list-style-type: none">• Draw funds from the Buyer's bank account via internet banking; and• Transmit payment confirmation message to FPX system to perform crediting of funds to the Bank to pay a seller for a successful FPX transaction.
Refund	means a Refund occurs when a seller returns all, or a portion, of an original transaction amount to the Buyer using FPX Webview. Refund can only be initiated for successful FPX transaction. Refund can only be made to the same bank account that was used for the original FPX transaction.
seller	means a business, government agency or organization that offers goods and/or services via a website and accepts FPX as one of the mode of payments on the website.
Seller ID	means a unique alphanumeric code assigned by FPX Operator to identify either of the following: <ul style="list-style-type: none">• A seller; or• A seller's product or service category for purposes of routing payments to the seller.
Seller Order Number	means a unique reference number assigned by a seller to a Buyer for a FPX transaction.