

**APPENDIX A**  
**(To Merchant Services Terms and Conditions)**  
**Applicable to Terminal / MPOS**

**1. DEFINITIONS AND INTERPRETATION**

1.1 Words and expressions used in this Appendix have the following meanings: -

“**Card Transaction**” means any payment transaction made to the Merchant using the Card, including a transaction where the Merchant charges a Card account for a payment to be made to the Merchant;

“**Contactless Card**” means a Card incorporating the Contactless Feature;

“**Contactless Credit Card**” means a Credit Card incorporating the Contactless Feature;

“**Contactless Feature**” means a feature incorporated into the Card which allows a Cardholder to pay for merchandise and services by tapping on or waving the Contactless Card at a Contactless Terminal;

“**Contactless Terminal**” means a contactless reader or terminal (including MPOS) approved by the Bank to read and/or record the data of each Contactless Card transaction;

“**EMV Card**” means any Card with the Europay, MasterCard, Visa (“**EMV**”) compliant chip embedded therein;

“**MPOS**” means a mobile point of sale device, which includes Plug n Pay and/or Tap n Pay;

“**PIN**” means the Cardholder’s personal identification number used to authorise any Card Transaction;

“**PIN Pad**” means a device used by the Cardholder to enter the PIN or other data as may be specified by the Bank;

“**Plug n Pay**” means a mobile point of sale device comprising of a card reader and/or reader/generator of QR Codes (“**Card Reader**”) provided by the Merchant to the Sales Reps and a mobile telecommunication / wireless device (such as a smart phone and/or a tablet) used to effect Transactions which the Bank may require the Merchant to replace or upgrade at its own cost from time to time;

“**Receipt**” means a document in form and substance prescribed by the Bank produced by a Terminal or the MPOS, to evidence transactions and such document may be in an electronic form;

“**Sales Reps**” means the Merchant’s employees, servants or agents who have been authorized by the Merchant to sell the Merchant’s goods and/or services on the Merchant’s behalf and to collect payment on the Merchant’s behalf using the MPOS to effect Transactions on behalf of the Merchant;

**"Settlement Function"** means the function carried out on a Terminal which submits all Transactions captured on a Terminal to the Bank or the Vendor or PayNet or the eWallet Operator or the Card Companies as the case may be, for the Bank to make payment to the Merchant;

**"Tap n Pay"** means a secure payment mobile application that allows the Merchant to accept and manage electronic payments on selected NFC-enabled Android smartphone and accept contactless or wave-based payments;

**"Terminal"** means a mechanical/electronic or any other device which reads and/or records the data of Cards and the Machine-Readable Medium of eWallet Accounts and Transactions (including QR Code Transactions) and where applicable includes Contactless Terminals. In the case of a Merchant who accepts Debit Card and Credit Card, the Terminal will be equipped with a reader capable of reading track 2 on the Debit Card and Credit Card;

**"Terminal Receipt"** means a document in the form and substance prescribed by the Bank produced by a Terminal to evidence a transaction; and

**"Vendor"** means a licensed and/or appointed merchant acquiring institution authorised by the Bank to appoint and/or acquire merchants for accepting the Card.

## **2. MERCHANT TO ONLY ACCEPT VALID CARDS**

- 2.1 A Merchant shall ensure that only Valid Cards are accepted through a Terminal and/or MPOS. Where a Card Transaction is carried out by way of a QR Code Transaction, the then prevailing procedures regarding QR Code Transactions prescribed by the Bank, PayNet and Card Companies shall apply. If the Merchant suspects or ought to have suspected that the Card presented to it is not valid, the Merchant must contact the Bank to verify the validity of the Card. Such Card shall not be honoured by the Merchant unless positively and expressly verified by the Bank. If such a Card has been verified by the Bank to be valid, the Merchant must record on the Receipt the Bank's authorization code and such other particulars as are deemed relevant by the Bank to evidence such authorization.

### **Suspicious Card transactions**

- 2.2 If the Merchant believes or suspects a Card presented to it is forged or stolen, the Merchant shall, without at any time informing the Cardholder or purported Cardholder or arousing his suspicions:
- (a) not process the Card transaction;
  - (b) immediately inform the Bank by telephone at the telephone number(s) notified to the Merchant by the Bank for such purpose; and
  - (c) comply with the instructions (which may include a request to retain the Card) given to it by the Bank.

The Merchant is however not allowed to cause a disturbance, breach any peace or injure any person or property, or make any defamatory statement or act illegally or unlawfully in any way, and the Bank shall not be liable for any such acts of the Merchant.

## Merchant's Undertakings (General)

### 2.3 The Merchant must NOT:-

- (a) provide cash or cash advance against presentation of a Card / eWallet unless it is with the written approval of the Bank;
- (b) receive any additional payment from a Cardholder / eWallet User / customer with respect to charges for goods and/or services already included in a Receipt;
- (c) in case of a Transaction, request for any advance or additional payment either in cash or by cheque;
- (d) require a minimum transaction amount below which the Merchant shall refuse to accept payment for the Transaction;
- (e) collect separately from the Cardholder / eWallet User / customer any tax required to be collected and the Merchant shall include such value in the Receipt or debit request;
- (f) accept Card / or payment using an eWallet from Cardholder / eWallet User for any payment of debt whatsoever incurred from a loan raised by the Cardholder / eWallet User except (i) where such debt has been incurred by the Cardholder / eWallet User pursuant to an underlying trade transaction connected with the Merchant's business; or (ii) where a cheque issued by the Cardholder / eWallet User pursuant to an underlying trade transaction connected with the Merchant's business has been dishonoured;
- (g) allow any transaction if the Cardholder fails to present the Card (unless it is by way of a QR Code Transaction) or the eWallet, as the case may be, to the Merchant; and
- (h) in the case of acceptance of Debit Card and where applicable, EMV Card, allow any transaction that does not require a PIN (unless it is by way of a QR Code Transaction which does not require a PIN).

## Merchant's Undertakings (eWallet)

### 2.4 In accepting eWallet Transactions, the Merchant agrees to:-

- (a) use the eWallet Platform provided by the respective eWallet Operator and ensure its platform and equipment (if relevant) are kept updated and in good operational condition and meet the software requirements and service processes prescribed by the eWallet Operator from time to time;
- (b) allow the Bank and/or the eWallet Operator to impose limitations and controls on the ability of the Merchant and/or the eWallet User to make payment using the eWallet Platform or the Machine-Readable Medium of the eWallet Account and/or to utilize the operation of the eWallet. Such limitations may include but are not limited to rejecting payments, or restricting particular eWallet Users from making payment using the eWallet Platform or the Machine-Readable Medium of the eWallet Account or maximum purchase amount mutually determined by the Bank and the eWallet Operator from time to time and notified to the Merchant;
- (c) not to sell goods and services listed in **Schedule 3 (Prohibited and Restricted Product List)** hereto, which may be updated by the Bank and/or the eWallet Operator from time to time;
- (d) provide relevant evidence to the Bank to prove that the Merchant has properly delivered or rendered the goods and/or provided services paid for by the eWallet User within seven (7) days from the Bank's request. The relevant evidence shall include but is not limited to CCTV recordings in the Merchant's outlet, as well as sales invoices and/or delivery orders and the detailed product names and prices of its goods and services sold. The specific type of the evidence will depend on the nature of the products but shall be of a nature and quality which can reasonably prove the Merchant's fulfilment of its obligations to the eWallet User. If the

Merchant fails, refuses or neglects to provide the relevant evidence, or if the Bank deems that the relevant evidence to be inadequate the Bank shall be permitted to recover the transaction amount from the Merchant; and

- (e) pay for and be responsible for all reimbursement amounts due to the eWallet User for any unauthorised payment or fraudulent transaction which was not due to the Bank or the eWallet User's fault.

### **3. CREDIT CARD TRANSACTIONS (other than EMV Credit Cards and Contactless Credit Cards transactions)**

3.1 For Credit Card transactions (other than EMV Card or Contactless Credit Card transactions):-

- (a) Subject to the Merchant verifying the validity of the Credit Card at the time of sale, the Merchant may rely on the Bank's authorisation code to complete the relevant transaction.
- (b) If the Merchant knows or has reasons to suspect that: -
  - (i) the Credit Card presented may be forged or stolen; and/or
  - (ii) the transaction may be irregular, not genuine or fraudulent

the Merchant must first obtain the Bank's specific authorisation BEFORE completing the transaction and without the Bank's specific authorization the Merchant MUST NOT present the Receipt to the Bank for payment or execute the Settlement Function.

- (c) A Receipt drawn up to evidence a transaction must contain the Credit Card details, the Merchant details, the Bank's authorisation code and the Cardholder's signature which conforms to the signature appearing on the Credit Card.

### **4. DEBIT CARD, EMV CARD AND CONTACTLESS CARD TRANSACTIONS**

#### **Debit Card Transactions**

4.1 For Debit Card transactions:-

- (a) The Terminal / Plug n Pay device must be properly used by the Merchant so that a Receipt is produced to evidence a transaction.
- (b) The Merchant must hand the Plug n Pay device (where relevant) to the Cardholder so that the Cardholder can key in the required data (including PIN) to effect the Debit Card transaction (*except for QR Code Transaction which are subject to their own procedures prescribed by the Bank*).
- (c) The Merchant must ensure that the Cardholder is given privacy to enter his PIN securely when performing any transaction. Multiple transactions must not be carried out without re- entering the PIN for each transaction.
- (d) Where the Plug n Pay device is used, if required by the Bank, the Merchant shall also ask the Cardholder to sign his signature onto the Plug n Pay device to authorize the Debit Card transaction.

## **EMV Card Transactions**

### 4.2 For EMV Card transactions:-

- (a) The Merchant shall use the Terminal to verify the EMV Card using the chip where either an Approval Code will be granted or the transaction will be declined. If the Merchant is unable to verify the EMV Card from the chip after several attempts, as indicated by the Terminal / Plug n Pay, the Merchant may verify the validity of the EMV Card from the data stored in the magnetic strip embedded in the EMV Card.
- (b) Once the EMV Card has been verified, the Merchant shall complete the transaction as indicated on the Terminal:-
  - (i) when a pin based EMV Card is being utilised, the Merchant shall request the Cardholder to enter his/her PIN via the PIN Pad to authorise the completion of the charges and the Merchant shall comply with Clause 4.1(b) and (c) above (*except for QR Code Transaction which are subject to their own procedures prescribed by the Bank*); or
  - (ii) when a signature based non-EMV Card is being utilized, (*except for QR Code Transaction which are subject to their own procedures prescribed by the Bank*), the Merchant shall ask the Cardholder to sign his signature on the Receipt/ Plug n Pay. The Merchant must make sure that the signature is identical to the sample signature that appears on the Cardholder's EMV Card. If the Merchant believes there is a discrepancy in the signature, the Merchant must contact the Bank for instructions and not proceed with the transaction.

## **Contactless Card Transactions**

### 4.3 For transactions carried out using the Contactless Feature of the Contactless Card: -

- (a) The Merchant will allow the Cardholder to tap or wave the Contactless Card at the Contactless Terminal to effect the Card Transaction.
- (b) The Receipt issued for a transaction using the Contactless Feature should contain the Credit Card details, the Merchant details, the Bank's authorisation code. No signature is required on the Receipt. If requested, a copy of the Receipt is to be handed over to the Cardholder.
- (c) The sum transacted using the Contactless Feature cannot exceed the sum specified by the Bank ("**Contactless Limit**"). For any transactions which exceed the Contactless Limit, the signature or PIN Verification of the Cardholder is required to evidence the Cardholder's authorization.
- (d) For all MPOS transactions using the Contactless Feature, the Merchant must give the Cardholder the option to receive his electronic receipt at his email address or mobile phone number subject to the Cardholder providing such details.

## **Splitting of Transactions**

- 4.4 The purchase of goods and/or services by the Cardholder on any one occasion from the Merchant regardless of their combined values shall constitute a single transaction. The Merchant must not split up the transaction by using two or more Receipts to avoid obtaining the Bank's single authorization for the transaction or to bypass the Contactless Limit. A single transaction may only be split and recorded in two or more Receipts if the goods and/or services are to be delivered or performed at a later date and one Receipt is completed to evidence the payment of a deposit and thesecond Receipt is completed when Cardholder has to pay the balance.

- 4.5 Where a single transaction can be split, the Merchant must first obtain the Bank's specific authorisation for the split BEFORE it performs the transaction and the Merchant must record on the Receipt the authorisation code, the date of the transaction, details and prices of the goods and/or services as well as the words "deposit" or "balance" as appropriate.
- 4.6 The Receipt containing the description "balance" shall not be presented to the Bank for payment until the goods have been delivered or the services performed.

#### **4A eWALLET TRANSACTIONS**

- 4A.1 eWallet Transactions must be carried out using a Terminal. The Terminal will issue a confirmation of the approval and generate a Terminal Receipt for the transaction. If the eWallet Transactions is by way of a QR Code Transaction the then prevailing procedures regarding QR Code Transactions prescribed by the Bank shall apply.
- 4A.2 A report of eWallet Transactions carried out for each day will be provided to the Merchant by the next Business Day.
- 4A.3 The Bank shall pay the settlement fund due to the Merchant within (i) one (1) Business Day following the eWallet Transaction performed before 8p.m., and (ii) two (2) Business Days for eWallet Transaction performed after 8p.m. unless the Bank receives notice from the eWallet Operator requiring the Bank to withhold payment to the Merchant. If the Bank does not receive the settlement fund from the eWallet Operator, payment to the Merchant shall be deferred to a date to be mutually agreed upon between the Bank and the Merchant.
- 4A.4 Refunds to the eWallet User may only be made by the Merchant within thirty (30) days from the date of the relevant transaction and the refund must be performed through the Terminal. Refunds must be made by deducting the refund amount from the next settlement fund to be paid by the Bank to the Merchant. If the next settlement fund (a) is less than the amount of sum to be refunded or (b) had already been paid to the Merchant at the time of deduction, the Bank may deduct the sum to be refunded in accordance with the Bank's rights of set off. The Merchant shall not make any cash refund to eWallet User. The Bank may from time to time with prior reasonable notice to the Merchant amend this refund policy.

#### **5. COMPLETION OF CARD TRANSACTIONS**

- 5.1 Once the Terminal Receipt is issued (and if required, duly signed), the Merchant shall give the Cardholder his copy of the Receipt (save and except that for contactless card transaction, the Merchant only needs to give the Cardholder his copy of Receipt if requested by the Cardholder) and keep the duplicate. The Merchant must keep the duplicate of all Receipts for a period of at least eighteen (18) months from the date of the transaction and provide the duplicate to the Bank within seven (7) Calendar Days from the Bank's request.
- 5.2 The Merchant must not make any alteration to the Receipt. Any alteration shall render the Receipt invalid.
- 5.3 If the Bank has reasonable grounds to believe that the Receipt is irregular (*whether by forgery or otherwise, is suspicious or potentially fraudulent, or the transaction violate laws or rules of any Card Companies and/ or governmental agency, or if the Bank receives a written statement from the Cardholder denying the transaction*) ("**Irregular Receipt**"), such Irregular Receipt shall be invalid.

5.4 Without prejudice to Clause 5.3:-

- (a) if the Bank is the issuer of the Card for the Irregular Receipt, the Bank may withhold payment up to six (6) months from the date of presentation of the Irregular Receipt (“**Initial Withholding Period**”) for investigation. If the Bank finds out that the Irregular Receipt is actually legitimate, the Bank shall make payment for it free of interest. If the Bank cannot complete its investigations during the Initial Withholding Period, the Bank may lodge a police report against the Merchant and continue to withhold payment until the Bank receives the complete police investigation report. If based on the findings of the police, the Bank is satisfied that the Irregular Receipt is legitimate, the Bank shall make payment for it free of interest.
- (b) If the Bank is not the issuer of the Card for the Irregular Receipt, the Bank may withhold payment for the Initial Withholding Period and try to get confirmation in writing from the relevant Cardholders or the relevant Card issuers on the validity of the Irregular Receipt. If the Bank is not able to get such confirmation before the expiry of the Initial Withholding Period or the relevant Card issuer effects a chargeback on the Bank, the Irregular Receipt shall be deemed invalid. If the Bank cannot obtain confirmation in writing before the Initial Withholding Period expires, the Bank may also lodge a police report against the Merchant and continue to withhold payment until the Bank receives the complete police investigation report. If based on the findings of the police, the Bank is satisfied that the Irregular Receipt is legitimate, the Bank shall make payment for it free of interest.

5.5 By presenting the Bank with a Terminal Receipt or by executing the Settlement Function, the Merchant represents and warrants to the Bank that: -

- (a) The Card used was valid at the relevant time of transaction;
- (b) The Merchant has sold goods and/or services to the value stated therein;
- (c) The Merchant has not and will not be getting any additional payment or other consideration from the Cardholder for the transaction other the value stated on the Receipt;
- (d) The Receipt has not been altered subsequent to the transaction;
- (e) If the Card includes a photograph of the Cardholder, the person presenting the Card is the same person in the photograph;
- (f) The Merchant has compared the first four (4) digits denoting the account number embossed on the face of the Credit Card with the pre-printed four (4) digits appearing immediately above the four (4) digits embossed on the Credit Card and have found them to be identical and in the case of cash advance transactions, the Merchant shall have written the four (4) pre-printed digits on the Receipt;
- (g) The authorization of the Cardholder to the transaction was not obtained fraudulently;
- (h) The Cardholder has not attempted and is not attempting to cancel the transaction with the Merchant;
- (i) The payment by the Cardholder for goods purchased and/or services rendered is actually due; and
- (j) The transaction is legally valid and enforceable by law and by these terms and conditions.

## **6. PAYMENT TO THE MERCHANT FOR CARD TRANSACTIONS**

- 6.1 On the next Business Day after the execution of the Settlement Function, the Bank will pay the Merchant monies due for Card Transactions after deducting the Merchant Discount and all other fees and charges, unless:-
- (a) the Bank has received notice to withhold payment or exercised its discretion to withhold payment; or
  - (b) the Merchant has breached any of its obligations.
- 6.2 For MPOS Card Transactions, the system will automatically execute the Settlement Function daily between 23:00 to 23:59 hours. If the Settlement Function fails to execute automatically for any reason whatsoever, the Merchant shall by 09:30 hours the next day manually execute the Settlement Function and the Bank is entitled to the Merchant Discount and all other agreed fees from the total charge(s) presented. The Merchant may also elect to execute additional Settlement Functions at any time during the day.
- 6.3 If payment is not received by the Merchant within seven (7) Calendar Days from the date the Settlement Function is executed or the date of the relevant Card Transaction the Merchant must immediately notify the Bank in writing. If the Merchant does not notify the Bank that it has not received payment within fourteen (14) Calendar Days from the date the Settlement Function is executed or the date of the relevant Card Transaction, the Bank will not have to pay the monies claimed by the Merchant under such Settlement Function/Card Transaction.
- 6.4 Any discrepancies or errors arising from the settlement process, must be notified to the Bank in writing within seven (7) Calendar Days from the date of the Bank's payment, failing which the Merchant shall be deemed to have waived its right to make any claim against the Bank in respect of such discrepancies or errors.

## **7. REFUNDS AND OTHER ADJUSTMENTS**

- 7.1 Refunds by the Merchant shall be performed as follows:-
- (a) Where the Card Transaction/ QR Code Transaction was made using the MPOS and the Merchant has not activated the Settlement Function, the Merchant shall reverse the relevant transaction in the MPOS;
  - (b) Where it is a Credit Card, Debit Card (save and except for a PayNet – MyDebit) or QR Code Transaction made using a Terminal and the Settlement Function has not been activated, the Merchant shall reverse the relevant transaction in the Terminal; or
  - (c) If the Settlement Function has been activated or if the relevant transaction has been paid to the Merchant, the Merchant shall process an on-line credit transaction to the Bank or any source nominated by the Bank for completing a Credit Slip. The Merchant shall sign and date each Credit Slip and specify the merchandise returned, services cancelled or adjustments made and the amount of the credit in sufficient detail to identify the earlier transaction. A completed copy of the Credit Slip shall be sent to the Cardholder and to the Bank within seven (7) Calendar Days of its issuance date.
- 7.2 The total amount of each Credit Slip less the relevant Merchant Discount charged by the Bank shall be immediately payable by the Merchant to the Bank.

## 8. EQUIPMENT AND CARD READERS

- 8.1 The Merchant must use all equipment supplied by the Bank (*including Terminals, PIN Pads*) (collectively the “**Equipment**”) and Terminal Receipt in accordance with the Bank’s operating instructions. The Equipment remains the property of the Bank at all times and must be surrendered to the Bank on demand or termination of use by the Bank. The Merchant must pay for the cost of repairs and replacement of spare parts for the Equipment arising from negligent damage, unauthorised use, abuse or misuse.
- 8.2 The Merchant must ensure that all Equipment are operational and ready for use and all installation fees for telecommunication facilities, electrical power points and telephone lines and any other operating and usage charges for the operation of the Equipment are to be provided by the Merchant at its own costs and expense.
- 8.3 The Merchant is solely responsible for the prevention of the theft, loss, negligent damage, unauthorized use, abuse or misuse of the Equipment and the Merchant must immediately notify the Bank if any Equipment is lost, stolen or damaged. In the event any Equipment is lost or stolen, the Merchant shall pay the prevailing cost of replacement of the Equipment to the Bank. For reference, the current cost of replacement of the Equipment is:-

Type of Equipment	Cost of Replacement of Equipment
Terminal – GPRS	RM2,000.00 per terminal
Terminal – IP	RM1,200.00 per terminal
Power Pack	RM300.00 per terminal
Battery	RM300.00 per terminal

- 8.4 The Merchant must inform the Bank if there is any malfunction of the Equipment within one (1) Business Day after becoming aware of the malfunction. The Merchant must allow the Bank’s authorized personnel to enter their premises to install, inspect, repair, service or remove the Equipment at any reasonable time. Once the installation, repair or service of the Equipment is completed, the Merchant must acknowledge its acceptance of the installation, repair or service in writing. The Bank is not liable for the Merchant’s loss if there is any delay in the repair or replacement of the Equipment.
- 8.5 The Merchant must not move the Equipment to a different location without first obtaining the Bank’s prior written consent.
- 8.6 The Equipment is for the Merchant’s exclusive use and the Merchant cannot allow any unauthorized person(s) to use or access to the Equipment or grant any third party any rights over the Equipment.
- 8.7 The Merchant must make sure that the Equipment is not tampered with (*e.g. no illegal modification, reverse engineering to the Equipment, removal, hiding or altering any markings which indicate ownership of the Equipment*).

8.8 The Merchant must: -

- (a) comply with all requirements of the PCI-DSS, PayNet, the eWallet Operators and the Card Companies or any member institution of the Card Companies when carrying out Transactions;
- (b) be solely responsible for and shall bear all cost and expenses for the setting-up, maintenance, upgrading, security and integrity of the Merchant's computer system, software and all costs thereof necessary for it to carry out transactions; and
- (c) keep all systems and media containing any information or data (whether physical or electronic) relating to Cardholders, their Card accounts and transactions in a secure manner in no less than the standards prescribed by the PCI-DSS, such as without limitation encrypting transmission of Cardholders' data and sensitive information across public network, to prevent access by or disclosure to any unauthorized personnel. If any information or transaction data stored in any part of the Merchant's system is lost, damaged, stolen, tampered or otherwise compromised, the Merchant must immediately report and give written notice of this to the Bank once the Merchant becomes aware of it.

#### Merchant's Terminal

8.9 Where the Merchant has installed its own terminal ("**Merchant's Terminal**"), the Merchant must ensure that the:-

- (a) Merchant's Terminal is EMV compliant and the EMV software used is in compliance with the Bank's prevailing standards and requirements and the Merchant's Terminal is able to read and/or record the data of each Contactless Card transaction;
- (b) Merchant's host system is able to process the Credit Card, Debit Card, EMV Credit Card and eWallet data;
- (c) Merchant's Terminal is installed and/or upgraded at the cost and expense of the Merchant in accordance with the standards specified by the Bank;
- (d) Merchant's Terminal is maintained in good working condition at the cost and expense of the Merchant; and
- (e) Merchant's Terminal is operating properly at all times. If the Merchant's Terminal malfunctions, the Merchant must immediately notify the Bank and repair the Merchant's Terminal at the Merchant's own cost and expense.

The Merchant is solely responsible for all loss or damage arising from the inaccuracy of any data or information transmitted to and/or from the Merchant's Terminal.

8.10 In an emergency, the Bank may, without having to give notice or reason, deactivate the Merchant's Terminal from the Bank's system. If no prior notice was given, the Bank will use its best efforts to notify the Merchant as soon as practicable after the deactivation.

8.11 At any time upon the Bank's request, the Merchant must allow the Bank or its contractors to inspect the Merchant's Terminal.

### **9. TERMINATION OF THE USE OF TERMINALS OR THIS CHANNEL AT SPECIFIC OUTLETS**

9.1 The Bank may terminate the use of all or any of the Terminals and/or MPOS at any one or more or all of the Merchant's outlets by giving the Merchant five (5) days' written notice. The Merchant may also terminate the use of all or any of the Terminals and/or MPOS at any one or more or all of

the Merchant's outlets by giving the Bank twenty-one (21) days' written notice. If the use of any of the Terminals and/or MPOS has been terminated, the Merchant shall return the Equipment supplied by the Bank at such terminated outlets within thirty (30) days.

**10. ADDITIONAL TERMS AND CONDITIONS FOR MYDEBIT SERVICES, MPOS, DCC PROGRAM, PWP, iTERMINAL VALUE ADDED SERVICES (*WITH NEW FEATURES OF TRM (TRANSACTION RECONCILIATION MANAGEMENT), INSTANT DISCOUNT & PROMOZONE*) AND iTERMINAL VALUE ADDED SERVICES (*PROVISION OF THIRTY PARTY ISSUERS' EASY PAY PLAN (EPP) VIA THE BANK'S TERMINALS*) AND EPP**

10.1 When using:-

- (a) MyDebit Services, the Additional Terms and Conditions for MyDebit Services set out in **Schedule 1** shall also apply;
- (b) the MPOS to facilitate transactions, the Additional Terms and Conditions for MPOS set out in **Schedule 2** shall also apply;
- (c) the Dynamic Currency Conversion program ("**DCC Program**"), the terms and conditions of DCC Program contained in **Schedule 4** shall also apply;
- (d) the Pay with Points program ("**PWP**"), the terms and conditions of the PWP contained in **Schedule 5** shall also apply;
- (e) the iTerminal Value Added Services (*with new features of TRM (transaction reconciliation management), instant discount & promozone*) ("**iTVAS1**"), the terms and conditions of iTVAS1 contained in **Schedule 6** shall also apply; and
- (f) the iTerminal Value Added Services (*provision of thirty party issuers' easy pay plan (epp) via the Bank's Terminals*) ("**iTVAS2**"), the terms and conditions of iTVAS2 contained in **Schedule 7** shall also apply.

10.2 Where the Merchant has opted or selected to participate in the Easy Pay Plan Program ("**EPP**"):

- (a) the terms and conditions of the EPP notified to the Merchant at the time of the Merchant's participation or on a subsequent date shall also apply;
- (b) the Merchant shall accept the EPP as a mode of payment for the Card Transactions processed through a Terminal and/or MPOS;
- (c) either party may terminate the Merchant's participation in the EPP for convenience without cause by giving thirty (30) Calendar Days' prior written notice to the other party before the intended date of termination; and
- (d) in the event of termination of this Appendix A between the Merchant and the Bank, the Merchant's participation in the EPP is automatically terminated.

**11. APPENDIX A (INCLUDING SCHEDULES 1 TO 7) TO BE READ WITH MERCHANT SERVICES TERMS AND CONDITIONS**

- 11.1 This Appendix A (including Schedules 1 to 7) is to be read together with the Bank's Merchant Services Terms and Conditions. Where there is inconsistency, Appendix A (including Schedules 1 to 7) shall override the Merchant Services Terms and Conditions, in so far as it relates to the Terminal / MPOS and/or the relevant MyDebit Services, MPOS, DCC Program, PWP, iTVAS1, iTVAS2 and EPP.

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## **Schedule 1 - Additional Terms and Conditions for MyDebit Services**

### **1. MyDebit Service**

- 1.1 The Bank is a Participant of the MyDebit Services and the Merchant is a registered merchant for MyDebit Services.
- 1.2 In consideration of the fees paid to the Bank, the Bank agrees to facilitate the participation of the Merchant in the MyDebit Services in accordance with the Merchant Services Terms and Conditions (*which includes Appendix A and these Additional Terms and Conditions for MyDebit Services*).
- 1.3 The Merchant hereby agrees to observe all the minimum requirements in the Merchant Services Terms and Conditions (*which includes Appendix A and these Additional Terms and Conditions for MyDebit Services*) as specified by the MyDebit Operator including any future revisions which will be communicated by the Bank to the Merchant.

### **2. Payment Type**

- 2.1 The Merchant shall support MyDebit transaction that enables Cardholders to use their Debit Cards to pay directly from their bank account via point of sale (POS) terminals and a dual-interface which supports both contact and contactless transactions.

### **3. Obligations of Merchant**

- 3.1 The Merchant shall, at all times, comply with the Consumer Protection Act 1999 as the Merchant is prohibited to engage in misleading and deceptive conduct, false misrepresentation, and unfair claims in selling their products or services.
- 3.2 The Merchant shall not be involved or engaged in business activities that contravene the laws of Malaysia.
- 3.3 The Merchant shall not re-sell or acquire any other sub-Merchant(s) into the MyDebit Services or act as merchant aggregators for other Merchant(s), without the prior written consent of the MyDebit Operator and the Bank.
- 3.4 The Merchant shall not set a purchase limit.
- 3.5 The Merchant shall not impose any surcharge on a transaction made using MyDebit.
- 3.6 The Merchant shall open an account as the Merchant's Designated Account for the purpose of the transfer of funds to the Merchant.
- 3.7 The Merchant is prohibited and shall not retain any MyDebit cards belonging to Cardholders.
- 3.8 The Merchant shall not capture any of the MyDebit cards at their Terminals or kiosks at any point in time. If MyDebit cards are captured due to technical reasons or any other reasons, the Merchants shall return the cards to the Bank for onward submission to the Issuer bank within 24 hours.

- 3.9 The Merchant shall take all reasonable actions necessary to ensure that all Terminals and PIN Pads operated at their premises are available for use by Cardholders during MyDebit switch operating hours and that the Terminals and PIN Pads are utilized and have complied with the requirements set in the Operational Procedures for MyDebit.
- 3.10 The Merchant shall comply with the MyDebit Brand Guidelines issued by the MyDebit Operator at all times.
- 3.11 The Merchant shall prominently display MyDebit logo and MyDebit Services marks and shall inform the public that MyDebit Services is available at the Merchant's premises and/or on all documentation issued and/or used in connection with the provision of the services in order to identify and promote MyDebit Services.
- 3.12 The Merchant shall assist the Issuer and/or Bank with any inquiry undertaken in respect of misuse of the MyDebit Services.
- 3.13 The Merchant shall accept and honour all MyDebit cards when presented by Cardholders at any Terminal displaying the MyDebit logo and provide the goods and services on the same terms and conditions as those under which it supplies goods and services to persons purchasing goods or services by means other than by MyDebit cards.
- 3.14 The Merchant shall ensure the confidentiality and security of the PIN entered by the Cardholder at the Terminal.
- 3.15 The Merchant shall ensure that each sales and purchase transaction is confirmed by the Cardholder in a manner applicable to the Terminal.
- 3.16 The Merchant shall operate the Terminal in accordance with the Bank's direction and/or instruction.
- 3.17 The Merchant shall not misuse or tamper with the Terminal in any way.
- 3.18 The Merchant shall notify the Bank of the Terminal failure within two (2) Business Days after becoming aware of the failure of the Terminal. This provision is without prejudice to the Cardholder's obligation to notify the Bank of the Equipment failure within one (1) Business Day after becoming aware of the Equipment failure, where the Terminal is also used for other payment transactions and acceptances (other than MyDebit).
- 3.19 The Merchant must not make any warranties nor representations in respect of goods or services supplied which may bind the Bank, MyDebit Operator, Issuer of any Card or any other Participants in the MyDebit Services.
- 3.20 For the purpose of Clause 3.17, the Merchant will be liable for any claims, damages, and expenses arising out of or caused to arise from misuse or unauthorised usage of the MyDebit Brand. In the event of such breach the Bank may terminate the Merchant's participation in the MyDebit Services. Upon termination, Clause 6.4 shall apply accordingly.
- 3.21 The Merchant shall consent and allow the Bank to disclose its information to the MyDebit Operator, as may be reasonably required for the purpose of and in connection with providing the MyDebit Services.

- 3.22 The Merchant shall ensure that their customers are aware that card payments can be made via MyDebit.
- 3.23 Clause 3.19 herein shall survive termination of the Merchant's participation in the MyDebit Services. Termination does not affect either party's rights accrued and obligations incurred before termination.

#### **4. Obligations of the Bank**

- 4.1 The Bank shall implement reasonable measures to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected.
- 4.2 The Bank shall ensure that the Merchant's business, activities, products and services do not contravene Malaysian laws.
- 4.3 The Bank shall ensure that the Merchant complies with all applicable requirements stipulated in the Operational Procedures for MyDebit and the Merchant Services Terms and Conditions.
- 4.4 The Bank shall ensure that the Merchant will take all reasonable actions necessary to ensure that all Terminals and PIN Pads operating at their premises are available for use by Cardholders during MyDebit switch operating hours and that the Terminals and PIN Pads are utilized and complies with the requirements set in Operational Procedures for MyDebit of the MyDebit Operator.
- 4.5 The Bank shall provide the necessary training to the Merchant on an on-going basis.
- 4.6 The Bank shall transparently disclose to the Merchant the interchange rates of the debit card schemes and the true effective cost of the two priority network routing choices (either MyDebit Priority Routing or AID Priority Routing) and accurately provide all information necessary for the Merchant to make an informed decision on network routing.
- 4.7 The Bank shall route the Merchant's debit transactions to the network with the lowest interchange cost and Merchant Discount in the event a Merchant does not decide on the preferred debit network routing and obtains the appropriate consent from their Merchant to disclose the information provided by the Merchant in Appendix V and Appendix VI of Operation Procedures for MyDebit to the MyDebit Operator.
- 4.8 The Bank shall complete and submit the 'Acquirers Fair Pricing Declaration' in Appendix VI of Operational Procedures for MyDebit on a quarterly basis, furnishing all necessary information completely and accurately. The Bank shall submit the 'Acquirers Fair Pricing Declaration' to PayNet by 15 January, 15 April, 15 July and 15 October of every year, attesting that fair prices have been quoted to their merchants in the preceding quarter.
- 4.9 If there are going to be disruptions due to scheduled maintenance, the Bank shall provide seven (7) Business Days advance notice to the Merchant and the MyDebit Operator, clearly specifying the

duration and period of disruption. The Bank shall be subsequently required to provide the Merchant with sufficient targeted reminders closer to the scheduled maintenance to ensure that the Merchant is aware of the disruption.

- 4.10 The Bank shall inform the Merchant when the system or equipment is not available for use or when there is a malfunction.
- 4.11 The Bank shall ensure that the Merchant is paid in a timely manner in accordance with the Merchant Services Terms and Conditions (including Appendix A) upon receiving the funds via the interbank settlement at MyDebit Operator.
- 4.12 The Bank shall take appropriate actions to ensure that Merchants do not impose any surcharge and/or minimum transaction amount for MyDebit transactions. The Bank shall disclose to cardholders any exemption given by an operator of a payment card network or Bank to impose a surcharge or minimum transaction amount when using MyDebit. The Bank shall ensure Merchants provide sufficiently clear and explicit information at the points-of-sale on the available channels for cardholders to lodge complaints on surcharging and minimum transaction amount practices.
  - (a) For the purpose of Clause 4.12, the Bank shall ensure that the Merchants who are exempted from the no surcharge or minimum transaction amount restriction to explicitly notify cardholders at the point-of-sales on;
    - i. their surcharge and/or minimum transaction amount practices; and
    - ii. the available channel for the cardholder to lodge a complaint;
  - (b) The Bank shall take immediate and appropriate actions on Merchants that do not disclose the information under Clause 4.12(a) or provide inaccurate, false or misleading information; and
  - (c) The Bank shall also address complaints received from cardholders in a timely manner, including by providing justifications to the cardholders on cases where exemptions are given to Merchants to impose a surcharge or set a minimum transaction amount.

## **5. Indemnity**

- 5.1 In addition to Clause 17 of the Merchant Services Terms and Conditions, subject to the Bank's and the Merchant's (hereinafter referred to as "party" or "party's") compliance with Clause 5.3, each party ("Indemnifying Party") agrees to indemnify and hold the other party and its servants, agents, employees and contractors harmless on a full indemnity basis against all claims, liabilities, penalties, expenses, costs, loss or damage of whatever nature (including legal costs on a full indemnity basis incurred by the other party) suffered or incurred by the other party as a result of any of the following:-
  - (a) any negligence, misrepresentation or fraud on the part of the Indemnifying Party, its servants, agents, employees or contractors with respect to the performance of its obligations or the exercise of any of its rights under these Additional Terms and Conditions for MyDebit Services;
  - (b) any claim by a Cardholder, the Bank, Issuer, MyDebit Operator or any other person for any breach by the Indemnifying Party of any applicable laws;
  - (c) the failure of the Indemnifying Party to observe any of its obligations under these Additional Terms and Conditions for MyDebit Services; or

- (d) any use of the MyDebit Brand by the Indemnifying Party other than as permitted by the MyDebit Brand Guideline issued by the MyDebit Operator,
  - (e) 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 5.1 (a) to (d).
- 5.2 Notwithstanding Clause 5.1 above, if the Bank becomes insolvent, the Merchant hereby agrees to indemnify the MyDebit Operator from all claims, losses, damages, penalties, suits, costs, and expenses (including reasonable legal fees) at all times (Clause 5.2 is only applicable for MyDebit Operator's appointed Third Party Acquirer).
- 5.3 In the event a claim is made against a party in respect of which it is entitled to be indemnified pursuant to Clause 5.1 or 5.2, 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; and
  - (c) Not settle any claim without obtaining the prior written consent of the other, such consent not to be unreasonably withheld.
- 5.4 The Bank is not liable to the Merchant for any loss or damage suffered by the Merchant as result of the delay or disruption caused by any system failure beyond the Bank's reasonable control.
- 5.5 For the purpose of this clause, loss or damage includes any consequential or economic loss or damage.

## **6. Suspension and Termination**

### Suspension

- 6.1 The Bank reserves the right to suspend the participation of the Merchant in the MyDebit Services by giving notice in writing specifying the suspension date and any conditions applicable to the suspension, under the following circumstances:
- 6.1.1 The Bank has determined that the Merchant breached these Additional Terms and Conditions for MyDebit Services or any applicable rules, guidelines, regulations, circular or laws;
  - 6.1.2 The Merchant fails to remedy the breach described in Clause 6.1.1 to the Bank's satisfaction;
  - 6.1.3 The Bank has determined that the Merchant has inadequate operational controls or insufficient risk management processes, resulting in potential threats or risks to the stability, integrity, safety, security and efficiency of the MyDebit Services;
  - 6.1.4 A Court order has been granted which affects the legal status of the Merchant;
  - 6.1.5 An application is made to the court either voluntarily or involuntarily for an order that the Merchant be wound up;
  - 6.1.6 The Merchant is deemed unable to pay its debt and should be wound up under statutory laws;
  - 6.1.7 The Merchant is suspected on reasonable grounds that it is facilitating, involved in, has

committed or will commit fraudulent act(s) in connection with the MyDebit Services;

- 6.1.8 The Bank has received complaints from other Merchant(s), other bank(s), Issuers of Cards or Cardholder that the Merchant is engaging in fraudulent activity in connection with the MyDebit Services; or
  - 6.1.9 The Merchant has been suspended from the MyDebit Services by other bank(s) due to breach of provisions of these Additional Terms and Conditions for MyDebit Services or any applicable rules, guidelines, regulations, circular or law.
- 6.2 Upon suspension of the Merchant's participation in the MyDebit Services:
- 6.2.1 The services provided under MyDebit Services will be suspended immediately;
  - 6.2.2 The Merchant will no longer be able to offer MyDebit Services;
  - 6.2.3 The Merchant will stop accepting payments from the Bank/ MyDebit Operator (through DMS);
  - 6.2.4 The Merchant must cease all promotional and advertising that is related or can be perceived to be related to MyDebit Services;
  - 6.2.5 The Merchant must remove all MyDebit Brand from the Merchant's marketing collaterals, channels and website; and
  - 6.2.6 The Merchant must take all reasonable steps to comply with any directions of the Bank to minimise the impact on Cardholder of the suspension.

#### Termination

- 6.3 The Bank, as the case may be, reserves the right to terminate the Merchant's participation in the MyDebit Services under the following circumstances, which includes, but not limited to:
- 6.3.1 These Additional Terms and Conditions for MyDebit Services between the Merchant and the Bank is terminated or expired;
  - 6.3.2 The Bank has determined that the Merchant has breached these Additional Terms and Conditions for MyDebit Services, or the terms and conditions stipulated in the MyDebit Merchant Registration Form, or any applicable rules, guidelines, regulations, circulars or laws;
  - 6.3.3 The Merchant fails to remedy or take adequate steps to remedy its default under these Additional Terms and Conditions for MyDebit Services to the satisfaction of the Bank within a time period as specified in the notice of the default given by the Bank;
  - 6.3.4 The Bank has determined that the Merchant has inadequate operational controls or insufficient risk management processes resulting in potential threats to the stability, integrity, safety and efficiency of the MyDebit Services;
  - 6.3.5 A Court order has been granted which affects the legal status of the Merchant;
  - 6.3.6 An application is made to the court either voluntarily or involuntarily for an order that the Merchant be wound up;

- 6.3.7 The Merchant is deemed unable to pay its debt and should be wound up under statutory laws;  
or
- 6.3.8 The Bank's membership in the MyDebit Services or RENTAS is terminated or suspended and the Merchant has not appointed a replacement bank.
- 6.4 Upon termination of the Merchant's participation in the MyDebit Services, the Merchant must cease all promotional and advertising that is related or can be perceived to be related to the MyDebit Services.
- 6.5 Termination of the Merchant's participation in the MyDebit Services shall not extinguish any outstanding right or liability arising under these Additional Terms and Conditions for MyDebit Services and the Merchant Services Terms and Conditions or the terms in the Operational Procedures for MyDebit which is applicable to the Merchant as reflected in these Additional Terms and Conditions for MyDebit Services.
- 7. Advertisement and Use of Logo**
- 7.1 The MyDebit Operator owns all rights, titles and interest in the MyDebit Brand and the MyDebit Operator and/or the Bank may specify and may at any time amend the requirements relating to the use and/or display of the MyDebit Brand.
- 7.2 The Merchant shall comply with the requirements, process and/or guidelines prescribed by the MyDebit Operator based on the MyDebit Brand Guidelines.
- 7.3 The Merchant must use the appropriate denotation or legend of trademark registration or ownership in connection with MyDebit Brand, as required or consented to by the MyDebit Operator and/or the Bank.
- 7.4 The Merchant shall only use the MyDebit Brand for the sole purpose of publicising, indicating and advertising that the Merchant accepts payment requests through the MyDebit Services.
- 7.5 The MyDebit Operator and/or the Bank have the right to direct the Merchant to make changes to their use of the MyDebit Brand to rectify any non-compliance or potential non-compliance.
- 7.6 The MyDebit Operator through the Bank, may at any time direct a Merchant to cease using the MyDebit Brand where such use is in breach of these Additional Terms and Conditions for MyDebit Services or the terms in the Operational Procedures for MyDebit which is applicable to the Merchant as stipulated in these Additional Terms and Conditions for MyDebit Services.
- 7.7 The Merchant must not use the MyDebit Brand in such a way to create an impression that the goods or services offered by the Merchant are sponsored, produced, offered or sold by the owner of the MyDebit Brand. The Merchant must not adopt "MyDebit" or any other MyDebit Brand as any part of the name of its business or apply it to any goods or services offered for sale.
- 7.8 The Merchant must immediately on becoming aware of any infringement or potential infringement of the MyDebit Brand, notify the Bank.

## **8. Fees**

- 8.1 The Merchant shall pay the Merchant Discount Rate and/or Fee on transactions at the rate notified by the Bank and agreed to by the Merchant from time to time.

## **9. Disclaimer**

- 9.1 The MyDebit Operator and Bank shall not be liable for any claims, actions, demands, costs, expenses, losses, and damages (actual and consequential) including legal costs that are incurred or suffered by the Merchant arising out of or caused by the Bank in connection with the operations and services provided by the Bank in the MyDebit Services. The Merchant agrees that it will communicate and resolve any dispute in relation to the aforesaid matters with the Bank.

## **10. Cardholder's Disputes / Claims**

- 10.1 If any dispute between the Cardholders and the Merchant arises in the course of the use of the MyDebit Services, the process used to resolve the disagreements among Cardholders and the Merchant shall be based on the Debit Card policy document by Bank Negara Malaysia.
- 10.2 The Merchant shall furnish information and assist the Bank to facilitate investigations related to Cardholder's disputed transactions, fraudulent transactions and requests for refunds in accordance with the following process and timelines.
- 10.3 If a valid request to recover funds was received by the Merchant within sixty (60) Calendar Days of the Cardholder's MyDebit payment, the Merchant shall address the Cardholder's disputes / claims to the Cardholder's satisfaction.
- 10.3.1 The Cardholder may submit requests for refund to the Merchant after MyDebit payment has been made, for the following reasons:
- a. Goods or services purchased were not provided or rendered due to the Merchant's non-performance or insolvency; and/or
  - b. the Cardholder's bank account was erroneously debited multiple times for a single purchase or charged with an incorrect amount by the Merchant.
- 10.3.2 Upon receiving a request for refund, the Merchant shall respond to all requests for refunds within seven (7) Business Days of receipt. The Merchant shall ensure that the refund claims are addressed within the seven (7) Business Days timeframe.
- 10.4 The Merchant may provide concrete evidence to contest the claim. Evidence may include proof of delivery, certification from suppliers on the authenticity of goods, or other documentation to demonstrate the Merchant's performance of its obligations. If the Merchant is unable to furnish evidence within the timeframe specified in Clause 10.3.2 or the evidence does not conclusively refute the Cardholder's refund claim, the Merchant is required to refund the purchase proceeds to the Cardholder within three (3) Business Days. Evidence furnished by a Merchant to refute a refund claim is deemed to be sufficient if both the Issuer and the Bank is fully satisfied that the Merchant has adequately demonstrated that the Merchant has performed its obligations.
- 10.5 If the Merchant is not able to adequately refute a refund claim in accordance with Clause 10.4, the Bank shall have the right to debit any of the Merchant's account(s) maintained with the Bank for the

recovery of the disputed sum, either entirely or partially.

## **11. Dispute Resolution**

- 11.1 The Bank and Merchant shall establish a mechanism for resolution of dispute transactions.
- 11.2 All decisions rendered by the MyDebit Operator in response to complaints from the Merchant shall be binding on the Bank.
- 11.3 Referring allegations of non-compliance to the MyDebit Operator does not preclude the right of the Merchant to take the dispute to the respective industry arbitration or mediation bodies.

## **12. Confidentiality**

- 12.1 The Merchant shall treat any information it receives or possess as result of these Additional Terms and Conditions for MyDebit Services, as confidential and will not use such information other than for the purposes which it was given.
- 12.2 The Merchant shall ensure that their employees, representatives and suppliers comply with the confidentiality requirements at all times.
- 12.3 The Merchant's obligations as to confidentiality shall survive the expiration or termination of their access in the MyDebit Services or these Additional Terms and Conditions for MyDebit Services.
- 12.4 Clause 12.4 shall not apply to information which:
  - a. is lawfully obtained by the Merchant from third parties without any obligation by the Merchant to maintain the information proprietary or confidential;
  - b. is independently developed by the Merchant without reference to or by using the Bank's or the MyDebit Operator's information;
  - c. is required to disclose or divulge by any court, tribunal, governmental or authority with competent jurisdiction or by any statute, regulation or other legal requirement, take-over panel or other public or quasi-public body as required by law and where the Merchant is required by law to make such disclosure. The Merchant shall give notification to the Bank as soon as practical prior to such disclosure being made.

## **13. Personal Data Protection**

- 13.1 The Merchant consents to the provision and use of information supplied to the MyDebit Operator and/or the Bank in connection with the MyDebit Services. The Merchant further agrees to notify the MyDebit Operator and/or the Bank in writing of any update to any such information as soon as it is aware that the information so supplied in connection with the MyDebit Services has become out-dated.
- 13.2 The Merchant agrees to comply with the Personal Data Protection Act 2010 of which it is bound and shall not do any act that will cause the Bank, Issuer and MyDebit Operator to breach any personal data protection laws.

#### **14. Unforeseen Circumstances**

- 14.1 The Bank shall not be liable to the Merchant for any loss or damage (including direct or consequential), for failure to observe or perform its obligations under these Additional Terms and Conditions for MyDebit Services for reasons which could not be reasonably or diligently controlled or prevented by the Bank, including but not limited to, strikes, acts of God, acts of nature, fire, flood, storm, riots, power shortages or power failure, power disruption by war, sabotage or inability to obtain sufficient labour, fuel or utilities.

#### **15. Fraud and Security**

- 15.1 The Merchant shall also comply with all applicable laws of Malaysia in relation to fraud.
- 15.2 In the interest of safeguarding the integrity of the MyDebit Services, the Merchant shall grant the MyDebit Operator and/or the Bank the authority to direct the Merchant to take any measure that the MyDebit Operator and/or the Bank deemed as necessary to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected. The Merchant receiving such a directive shall promptly comply with the directive.

#### **16. Variation and Waiver**

- 16.1 The Bank may change the terms of these Additional Terms and Conditions for MyDebit Services at any time to ensure compliance with the Operational Procedures of the MyDebit Operator and such change shall take effect from the date specified in the notice issued by the Bank.
- 16.2 Any provisions herein cannot be waived except in writing signed by the party granting the waiver.

#### **17. Additional Terms and Conditions for MyDebit Services to be read with Bank's Merchant Services Terms and Conditions (including Appendix A)**

- 17.1 These Additional Terms and Conditions for MyDebit Services are to be read together with the Bank's Merchant Services Terms and Conditions (including Appendix A) but applicable only to MyDebit Services utilized by Merchants. Where there is inconsistency these Additional Terms and Conditions for MyDebit Services shall override the Merchant Services Terms and Conditions (including Appendix A) in so far as it relates to the use of the MyDebit Services.

#### **18. Definitions and Interpretation**

- 18.1 Where not defined in the Merchant Services Terms and Conditions, definitions of frequently used terms in these Additional Terms and Conditions for MyDebit Services are as follows:
- **DMS** is Direct Merchant Settlement is a system which facilitate settlement process directly to the Merchant.
  - **Issuer** is a financial institution authorized by Bank Negara Malaysia to issue MyDebit cards.
  - **MyDebit Brand** means the brand, icon, logo and marks for MyDebit.
  - **MyDebit Operator** is the payment system operator for MyDebit Services i.e. Payments Network Malaysia Sdn Bhd.
  - **MyDebit Services** is a card payment scheme that allows MyDebit Cardholders to purchase goods / services and withdraw cash at participating Merchant's outlets by debiting directly from the

Cardholders' nominated savings / current account.

- **Operational Procedures** - The Operational Procedures for MyDebit which are prescribed and issued by MyDebit Operator and will include any variation, addition, amendment or modification made from time to time.
- **Participant** means any Participant as defined in the Participation Rules (*being the rules for the Retail Payment Services which govern the operation of PayNet's Retail Payment Services and sets out the rights and obligations of PayNet and Participants*), acting as Issuer / Bank / Third Party Bank.

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## Schedule 2 - Additional Terms and Conditions for MPOS

Where the MPOS is used to accept Transactions for payment, the following provisions shall also apply.

### 1. MPOS PORTAL

1.1. The Merchant must first authorize a user (“**Authorised Users**”) to access a secured websitespecified by the Bank (“**MPOS Portal**”). The Merchant and the respective Authorised Users willbe given unique identification code(s) by the Bank to access the MPOS Portal (“**User ID**”)respectively, as well as user passwords and/or such other security codes that the Bank may deem fitin relation to the access of the MPOS Portal (collectively the “**Security Codes**”). The Authorised Users will use the MPOS Portal to assign mobile user ID to its Sales Reps. The Sales Rep must download the required mobile application software to their compatible devices (smartphone and/ora tablet approved by the Bank) from Apple’s App Store and Google Play Store. The Merchant shall pay the Bank the prevailing fees and charges chargeable for the use and access of the MPOS Portal.The MPOS Portal may be used by the Merchant to:-

- (a) monitor and review activities and transactions of the Sales Reps in real time;
- (b) activate or suspend the Sales Reps’ access, username and password;
- (c) activate or suspend any specific User ID;
- (d) reactivate Sales Reps’ mobile app username and password in the event the Sales Reps have forgotten their password;
- (e) access other information which the Bank deems relevant;
- (f) unlock Sales Reps’ mobile app username and password if Sales Reps get locked out; and
- (g) retrieve electronic Receipts for MPOS transactions.

The use of the MPOS Portal is also subject to the terms and conditions contained in the MPOS Portal. Change of its terms of use may be made by publishing the changes on the MPOS Portal. The changes shall be bind the Merchant if the Merchant uses the MPOS Portal after the change. If the changes are not agreed to, access to the MPOS Portal will be denied.

1.2. The Bank may suspend, terminate, withdraw or restrict, the access to the MPOS Portal for convenience without having to give any reasons by giving the Merchant at least fourteen (14) Calendar Days prior notice. The Bank may immediately terminate, suspend or restrict the Merchant’s access to the MPOS Portal if:-

- (a) the Merchant breaches any of these terms and conditions;
- (b) in the Bank’s reasonable opinion, it is required by law or regulation or in the public interest to do so; or
- (c) Bank Negara Malaysia or any other relevant authorities directs the Bank to do so.

1.3. The Merchant may terminate its access to the MPOS Portal for convenience without assigning any reasons whatsoever by giving the Bank at least fourteen (14) Calendar Days prior written notice. The notice of termination is only effective upon the Bank’s actual receipt of the notice.

1.4. Termination of use and access of the MPOS Portal does not affect the Merchant’s liability or obligation in respect of requests, authorizations, instructions, or communications transmitted to the Bank via the MPOS Portal (“**Instructions**”) which have been processed by the Bank after the effective date of termination. Where the Bank receives an Instruction before the effective date of termination and the Merchant’s access to the MPOS Portal is subsequently terminated before such Instructions are processed, the Bank does not have to process the said Instruction.

1.5. With regard to the Security Codes:-

- (a) The Bank may issue any combination of letters and/or numerals for Security. Org IDs and User IDs once issued cannot be changed without the Bank's consent.
- (b) The Merchant must keep the Security Codes secret and confidential and ensure their Authorised Users do the same as the Merchant is solely responsible for all Instructions effected using their Security Codes even though they may be unauthorised.
- (c) The Merchant shall ensure that their Authorised Users change their respective user passwords regularly especially, if they suspect that a third party knows them. Passwords must be memorized upon receipt and thereafter the document(s) containing the user passwords destroyed. The Merchant must inform the Bank immediately if they suspect any third party knows it, so as to secure and to prevent any fraud on the Merchant's accounts and/or the MPOS Portal.
- (d) The Bank may de-activate or revoke the Security Codes without prior notice to the Merchant. Access may also be deactivated after a number of failed attempts have been made to access the MPOS Portal using codes which are not valid.
- (e) The Merchant is responsible for the upkeep and updates required for its equipment used to access the MPOS Portal.

**2. MPOS TO BE USED ONLY IN MALAYSIA**

- 2.1 Merchants can only accept Transactions inside Malaysia. The use of MPOS outside Malaysia is strictly prohibited.

**3. PLUG N PAY**

**3.1 CARD READERS AND OTHER EQUIPMENT**

- (a) The Card Reader purchased by the Merchant must be used strictly in accordance with the operating instructions issued by the Bank. The cost of repairs and spare parts shall be paid by the Merchant. The Card Readers bought cannot be returned to the Bank or exchanged for money under any circumstances whatsoever.
- (b) In an emergency, the Bank may, without having to give notice or reason, deactivate the Merchant's Plug n Pay/Card Reader from the Bank's system. If no prior notice was given, the Bank will use its best efforts to notify the Merchant as soon as practicable after the deactivation.
- (c) The Bank is not liable for any loss or damage arising from the inaccuracy of any data or information transmitted to and/or from the Merchant's Plug n Pay/Card Reader or the disruption or non-performance of the Plug n Pay/Card Reader due to any causes beyond the reasonable control of the Bank including but not limited to the following:
  - (i) suspension, alterations, additions and/or withdrawal by Bank Negara Malaysia and/or other relevant authorities of the license required for carrying on any part of the Bank's business;
  - (ii) failure or malfunction of computer systems and applications used by the Bank;
  - (iii) electronic or electrical system failure (including failure of the Merchant's mobile telecommunication and/or wireless devices to perform as the Card Reader and/or terminal); and
  - (iv) malfunction, breakdown, interruption and/or non-supply of telecommunications, Internet and/or WIFI services.

- (d) The Merchant agrees to bear all costs and charges for the purchase, installation and operation of the Card Reader including the cost of the relevant mobile devices (such as a smart phone and/or a tablet).
- (e) The Merchant must immediately notify the Bank of the theft, loss, negligent damage, unauthorized use, fraudulent use, abuse or misuse of the Card Reader and/or Plug n Pay and all losses or liabilities arising from these events shall be borne and paid for by the Merchant.
- (f) If any Card Reader malfunctions, the Merchant must at its own cost and expense notify the Bank and replace the Card Reader within one (1) Business Day after it becomes aware of the malfunction.
- (g) Card Reader Warranty
  - (i) the Bank warrants the Card Reader to be free from material and workmanship defects when used in its ordinary course in accordance to its operating instructions for a period of one (1) year from the date of assignment by the Bank.
  - (ii) the Bank's limited warranty covers only defects that arise as a result of ordinary use of the Card Reader and does not cover any other defects, including those that arise as a result of:
    - (aa) improper handling or installation;
    - (bb) incompatible software and/or hardware, mobile telecommunication and/or wireless devices not recommended, provided or supported by the Bank; and
    - (cc) unauthorised modification or misuse of the Card Reader.

**3.2 BANK'S RIGHT TO TERMINATE OR DEACTIVATE INDIVIDUAL CARD READERS** The Bank may terminate and deactivate one or more Plug n Pay/Card Reader (s) or limit the location(s) where any Plug n Pay/Card Reader can be used by serving on the Merchant seven (7) Calendar Days' prior written notice. The termination and deactivation of any specific Plug n Pay/Card Reader does not affect the parties rights in relation to other Plug n Pay/Card Reader that are still operational.

**3.3 COMPLIANCE WITH PA-DSS**

The Merchant must comply with all requirements of the Payment Application Data Security Standards ("PA-DSS") managed by the Payment Card Industry Security Standards Council when using the MPOS.

**4. TAP N PAY**

4.1 The Merchant shall comply strictly with the manual when using the Tap n Pay.

4.2 No warranty, whether express, implied or statutory, including but not limited to warranties of fitness for a particular purpose, non-infringement or freedom from viruses is given for the use of the Tap n Pay. The Merchant uses the Tap n Pay at its own risk.

4.3 The Bank may treat all instructions received by the Bank from the Merchant as properly authorised and the Bank shall be under no obligation to check the correctness or validity of such instructions. The Bank shall not be obliged to cancel or change any instructions after the same have been

transmitted by the Merchant to the Bank. The Bank shall use all reasonable efforts to act on such cancellation or change prior to the Bank's execution of such instructions, but the Bank shall have no liability whatsoever if such cancellation, or change is not effected in time or could not be made. In the event that the Bank attempts to cancel or change any instructions at the Merchant's request, the Merchant shall be liable to pay any and all costs and expenses which may be incurred by the Bank. For the avoidance of doubt, the Bank shall not be taken to have received or to have notice of any cancellation or change until the Bank actually receives the notice of cancellation or change.

- 4.4. The Bank shall not be liable for any loss or damage incurred or suffered by the Merchant or any other person by reason or arising from:-
- (a) the Merchant's inability to perform any of the transactions due to limits set by the Bank from time to time;
  - (b) any error, alteration, destruction of the instructions, data or information to or from the Bank;
  - (c) any intrusion or attack by any person or party on any hardware, software or system;
  - (d) any restriction or prohibition on access by any laws or regulations of any country from where the Merchant is utilizing the Tap n Pay;
  - (e) any default caused by internet browser providers or by internet service providers or their agents or sub-contractors;
  - (f) any breakdown or malfunction of any equipment, system or software, whether belonging to the Bank or otherwise, including but not limited to any electronic terminal, server or system, telecommunication device (including the Merchant's own mobile telecommunication / wireless device (i.e. smart phone and/or a tablet), the card reader, connection, electricity, power supply, telecommunications or other communications network or system;
  - (g) any use, misuse, purported use or misuse, loss, the theft or unauthorised use of any username, password or the one time personal identification number which enables the Merchant to activate the Tap n Pay and/or card reader ("**User Codes**");
  - (h) the corruption or loss of any data or instruction or in the course of transmission thereof;
  - (i) any fraud, criminal act, offence or violation of any law or regulation has been or will be committed;
  - (j) any failure of performance, system, server or connection failure, error, omission, interruption, breach of security, computer virus, malicious code, corruption, delay in operation or transmission, transmission error or unavailability of access even if the Bank had been advised as to the possibility;
  - (k) any interruption or unavailability or failure of the Tap n Pay; or
  - (l) any other causes beyond the reasonable control of the Bank.
- 4.5 The Merchant shall solely be responsible for keeping the confidentiality of all the User Codes which have been issued to the Merchant to enable the Merchant to utilise the Tap n Pay and the Merchant shall take all precautions necessary to safeguard the User Codes and to prevent the loss, theft or unauthorised use of the User Codes and not to disclose the same to third parties (except its Sales Reps.) and shall ensure its Sales Reps do the same. The Bank shall be entitled at its sole and absolute discretion, to de-activate or revoke the User Codes without assigning any reason and/or without prior notice to the Merchant and to also de-activate or revoke the Merchant's access if access has been denied after a number of attempts have been made using the User Codes which are not valid.
- 4.6 The Merchant shall:-
- (a) not store any information about the transaction on their device (whether through means of a screen capture or otherwise);
  - (b) ensure that their device has the most current operating systems installed as required to run the Tap n Pay and has the most current version of the Tap n Pay;

- (c) not use any device which contains illegal software or operating systems which contravenes the license or terms of usage of such operating system or software (i.e. jail broken phones); and
  - (d) immediately contact the Bank to block usage if the Merchant loses his device and/or Card Reader and/or if the User Codes have been compromised.
- 4.7 The Merchant undertakes to indemnify and hold the Bank harmless from and against any and all loss (including all or any direct or indirect loss or damage (financial or otherwise) of whatever nature, type and extent (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss opportunity) suffered or incurred by the Bank, as a result of any failure by the Merchant or its Sales Reps to comply with these terms and conditions and/or the Bank acting in accordance with any instructions given to it by the Merchant.
- 4.8 The Merchant also acknowledges that the Bank may also collect and process information on the Merchant's or its Sales Reps' name, e-mail address, mobile phone number and location where the transaction is carried out through the use of the Tap n Pay using signals from the Global Positioning System (GPS) sent from the Merchant or its Sales Reps's device or other technologies such as sensor data which may, for example, provide information on nearby tele-communication towers and nearby Wi-Fi access points. The Merchant also acknowledges that such information may render the Merchant or its Sales Reps personally identifiable and agrees that such information may be used by the Bank in the ordinary course of the Bank's business (which may include use to enforce or defend any of the Bank's rights, to comply with all applicable legislation, laws and regulations, to enhance the quality of the Bank's products and services, to prevent fraud or illegal activities, to prepare demographics concerning the Bank's customers' use of the Bank's products and services as well as to offer additional products or services, at the Bank's sole discretion) or be made available to the Bank's third party vendors, advertisers, affiliates or relevant third parties in aggregate or demographic form. The Merchant confirms that the Merchant has obtained the Sales Reps' consent or is otherwise entitled to provide such information to the Bank and for the Bank to use it in accordance with these terms and conditions.
- 5. ADDITIONAL TERMS AND CONDITIONS FOR MPOS TO BE READ WITH MERCHANT SERVICES TERMS AND CONDITIONS (INCLUDING APPENDIX A)**
- 5.1 These Additional Terms and Conditions for MPOS are to be read together with the Bank's Merchant Services Terms and Conditions (including Appendix A) but applicable only to the use of the MPOS. Where there is inconsistency, these Additional Terms and Conditions for MPOS shall override the Merchant Services Terms and Conditions (including Appendix A) in so far as it relates to the use of the MPOS.

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**Schedule 3 (Prohibited and Restricted Product List)**  
(Clause 2.4(c) - which may be amended by notice to the Merchant from time to time)

**Alipay**

Please refer to the following URL <https://global.alipay.com/docs/ac/Platform/1e18gg#FVEQ7> for the Prohibited and Restricted Product List for Alipay

**Touch 'N Go**

No.	Prohibited and Restricted Product
1.	Pornographic material or any vulgar and other content prohibited by the Malaysian Communications and Multimedia Content Code
2.	Any sexual services
3.	Illegal downloads
4.	Illegal gambling or betting
5.	Prescription drugs (unless the Merchant is duly licensed)
6.	Any imitation/fake/replica goods or services or those otherwise infringing the intellectual property rights of others
7.	Other goods or services the offering or provision of which is illegal

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**Schedule 4**  
**Dynamic Currency Conversion Program (DCC Program)**

**1. DCC Program**

1.1 The DCC Program is implemented by the Bank and powered by Planet Payment (Hong Kong) Ltd., a Hong Kong Company with its principal place of business at Suite 801-5, 8/F North Tower, World Finance Centre, Harbour City, Tsim Sha Tsui, Kowloon, Hong Kong SAR (“**Planet Payment**” and includes its’ successor in title and assigns). The DCC Program enables the Merchant’s customers (“**Foreign Cardholders**”), whose Cards are denominated in currencies other than Malaysian Ringgit (“**Program Currency**”) to use their Card to pay for their purchases from the Merchant in the currency of the Foreign Cardholder, based on the rate of exchange determined by the Bank (“**Foreign Transaction**”) whilst the Merchant still receives settlement of the Foreign Transaction in Malaysian Ringgit.

1.2 Foreign Transactions are converted to the Program Currency and cleared through Visa International or MasterCard International (“**Card Associations**”) in the currency of the Card's country of issue. The DCC Program is only available for Cards issued by selected issuers. The DCC Program is not available for credit / return transactions (hereinafter described) or Foreign Transactions referred to the Bank for authorization via telephone. The Bank and Planet Payment reserve the right to add, remove or suspend any Program Currency from the DCC Program at any time without notice to the Merchant. The Bank and Planet Payment may terminate or suspend the DCC Program for convenience by giving notice to the Merchant.

**2. DCC Program Requirements**

2.1 The following terms apply to the DCC Program:-

(a) DCC Program Procedures

The Merchant must comply with all DCC Program procedures, instructions and specifications provided by the Bank and/or Planet Payment from time to time.

(b) Foreign Cardholder Opt In

The Merchant must give Foreign Cardholders a choice as to whether they to participate in the DCC Program. If they decide not to participate in the DCC Program, the Bank shall process that Foreign Cardholder’s transaction in Malaysian Ringgit. The Merchant agrees to modify its processes and procedures to increase the likelihood of Foreign Cardholders choosing to participate in the DCC Program. If the Merchant did not give the Foreign Cardholder a choice to opt for or to decline to participate in the DCC Program, the Foreign Transaction may be subject to chargeback.

(c) Settlement of Payment

All records of Foreign Transactions must be submitted to the Bank for settlement within twenty-four (24) hours of the relevant Foreign Transaction, however, Merchants involved in hotel, lodging and cruise industries, may submit their Foreign Transactions for settlement within twenty-four (24) hours after checkout by the Foreign Cardholder.

(d) Credit / Return Transactions

Full or partial refunds or rebates of a Foreign Transaction will be converted to the Program Currency using the Card Association’s exchange rate applicable on the date the Merchant effects the refund / rebate

and once converted, will be refunded to the Foreign Cardholder in the relevant Program Currency through the relevant Card Association.

If the Merchant's point of sale technology is not capable of processing credit returns in the Program Currency in the manner required by the Bank and Planet Payment, refunds and rebates will be processed in Malaysian Ringgit subject to applicable Card Association rules.

(e) Chargebacks

A Foreign Transaction chargeback will be made by the relevant Card Association in the Program Currency and converted to Malaysian Ringgit at the Card Association's exchange rate. The Merchant acknowledges that the amount of the chargeback may be higher or lower than the original settlement amount received by the Merchant for the Foreign Transaction. The Merchant shall however bear the currency exchange risk and be responsible for the full amount of the chargeback under the terms of this Schedule.

**3. Merchant Discount**

3.1 The Merchant additionally agrees to pay a Merchant Discount for the DCC Program calculated daily based on the amount of each Foreign Transaction settled on behalf of the Merchant under the DCC Program, and calculated in Malaysian Ringgit prior to any conversion of the Foreign Transaction amount.

**4. Terms and Conditions for DCC Program to be read with Merchant Services Terms and Conditions (including Appendix A)**

4.1 These terms and conditions for DCC Program are to be read together with the Bank's Merchant Services Terms and Conditions (including Appendix A) but applicable only to the Merchant's participation of the DCC Program. Where there is inconsistency, these terms and conditions for DCC Program shall override the Merchant Services Terms and Conditions (including Appendix A) in so far as it relates to the Merchant's participation of the DCC Program.

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**Schedule 5**  
**Pay With Points Program (PWP)**

1. The Merchant shall allow the Cardholders to redeem their bonus points accumulated in their Cards issued by CIMB Bank Berhad or CIMB Islamic Bank Berhad in Malaysia only (“**CIMB Bonus Points**”) towards payment for the Merchant’s goods and/or services, either partially or in full, at the Merchant’s participating outlets at the prevailing conversion rate available at the Bank’s website at [www.cimb.com.my](http://www.cimb.com.my).
2. The Bank may terminate the Merchant’s participation in the PWP for convenience without cause by giving thirty (30) Calendar Days’ prior written notice to the Merchant before the intended date of termination.
3. The Merchant may terminate its participation in the PWP for convenience without cause by giving ninety (90) Calendar Days’ prior written notice to the Bank before the intended date of termination.
4. In the event of termination of the relevant Payment Channel(s) between the Merchant and the Bank, the Merchant’s participation in the PWP is automatically terminated.
5. These terms and conditions for PWP are to be read together with the Bank’s Merchant Services Terms and Conditions (including Appendix A) but applicable only to the Merchant’s participation of PWP. Where there is inconsistency, these terms and conditions for PWP shall override the Merchant Services Terms and Conditions (including Appendix A) in so far as it relates to the Merchant’s participation of the PWP.

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**Schedule 6**  
**iTerminal Value Added Services**  
**(with new features of TRM (transaction reconciliation management),**  
**instant discount & promozone)**  
**(iTVAS1)**

1. The iTVAS1 has the following features:

(i) **TRM (Transaction Reconciliation Management)**

An online dashboard which will give the Merchant almost real time update on sales activities at merchant store with reports.

(ii) **Instant Discount**

Opportunities to do promotion with various cardholder base with configurable instant discount rules into the terminal. Terminal will recognize the rules and apply discount.

(iii) **Promozone**

Targeted promotional messages and brand logo can be customised on the charge slip.

2. The Merchant shall pay the following yearly fees to the Bank for the iTVAS1 yearly package (*effective from the sign up date*):

<b>iTVAS1 Yearly Package</b>	<b>Yearly Fees Payable by the Merchant</b>
<ul style="list-style-type: none"> <li>• 1-year access to TRM;</li> <li>• 1x Instant Discount (<i>i.e. 1 opportunity for the Merchant to incorporate configurable instant discount rules into the terminal</i>);</li> <li>• 3x Promozone (<i>i.e. 3 opportunities for the Merchant to customise promotional message and brand logo on its charge slip</i>); and</li> <li>• RM500 payable by the Merchant for every additional value added service offered by the Bank and subscribed by the Merchant.</li> </ul>	<p>RM5,888.00 (<i>exclusive of taxes</i>)</p>

The iTVAS1 Yearly Package shall be automatically renewed on a yearly basis upon the same terms and conditions stated herein unless the Merchant gives the Bank written notice of its intent not to renew the iTVAS1 Yearly Package at least three (3) months prior to the expiration of the iTVAS1 Yearly Package.

3. Notwithstanding any other provisions stated in these terms and conditions, the Merchant acknowledges and agrees that all fees shall be made payable yearly in advance by the Merchant to

the Bank and all or any part of the advanced fees shall not be refundable to the Merchant if the Merchant pre-maturely terminate the iTVAS1 Yearly Package.

4. If any of the following event occurs:
- a) the error, discrepancy or inaccuracy of any kind whatsoever in relation to the update on sales activities;
  - b) the terminal could not be configured and/or experienced down time;
  - c) the error in the customisation on the charge slip; and/or
  - d) failure of the system established and/or operated by the Bank and/or its agents or service providers to read or detect or analyse the changes in the settings to the terminal,

the Merchant must notify the Bank promptly, not later than five (5) Business Days from the happening of such event. The Merchant is precluded from making any claims against the Bank if the Merchant fails to report the errors within the said prescribed period. The Bank's liability in respect of the losses incurred by the Merchant will be limited to the losses arising from or in relation to the errors during the period from five (5) Business Days prior to the date of reporting of such errors and up to the period when such errors are corrected. The losses will be limited to the direct loss as evidenced by actual payment to third party together with the relevant supporting documents and will not cover any indirect, consequential, punitive, loss of business, loss of profit, loss of data or any liability on account of reputation or any such liability of similar nature. This loss will cover for situations wherein the sole error was on account of the Bank and/or its agents or service providers. The Bank shall not be liable for errors fully or partially caused by and/or attributable to the Merchant or any other parties.

5. These terms and conditions for iTVAS1 are to be read together with the Bank's Merchant Services Terms and Conditions (including Appendix A) but applicable only to the Merchant's participation of iTVAS1. Where there is inconsistency, these terms and conditions for iTVAS1 shall override the Merchant Services Terms and Conditions (including Appendix A) in so far as it relates to the Merchant's participation of the iTVAS1.

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**Schedule 7**  
**iTerminal Value Added Services**  
**(provision of thirty party issuers' easy pay plan (epp)**  
**via the Bank's Terminals)**  
**(iTVAS2)**

1. The iTVAS2 will be conducted in two (2) ways:-
  - (a) **EPP by the Issuer**

A third-party financial institution (“**Issuer**”) will engage the Bank’s services to enable its cardholders (*i.e. holders of debit, credit, charge or any other payment cards issued by such Issuer*) to enjoy promotions established and owned by the Issuer (“**Issuer’s Promotions**”) using the Bank’s Terminal (*i.e. iTerminal which will enable Value Added Services*) located at the Merchant’s establishments where the Issuer does not have its own Terminals. The Bank’s Terminals located / to be deployed at the Merchant’s establishments have the capabilities to enable the Issuer to implement its Issuer’s Promotions from time to time via the Terminals; or
  - (b) **EPP by the Brand**

A third-party vendor (“**Brand**”) will engage the Bank’s services which enable potential customers who use debit, credit, charge or any other payment cards to buy the Brand’s products to enjoy promotions established and owned by the Brand (“**Brand’s Promotions**”). The Brand’s Promotions can be implemented using the Bank’s Terminals located / to be deployed at the Merchant’s establishments where the Brand’s products are sold. The Bank’s Terminals have the capabilities to implement the Brand’s Promotions from time to time via the Terminals.
2. The iTVAS2 will only be made available to the Terminal at the Merchant’s establishments upon the Bank’s approval to the requests made by the Issuers and/or Brands to provide such services, subject to the terms and conditions stated in the Bank’s agreement with the Issuers and/or Brands. The Bank will notify the Merchant once the Terminals are available for the iTVAS2.
3. The Bank will keep the Merchant updated and notified on the name and other particulars of the Issuers and/or Brands via the Bank’s notices and/or notification letters from time to time.
4. In the event the Issuers and/or Brands terminate their agreement with the Bank or their service engagement stated herein or the Bank is requested by the Issuers and/or Brands to disable the iTVAS2, the Bank shall be entitled to immediately terminate the provision of the iTVAS2 in respect of such Terminal and reprogram / withdraw the Terminal (if and when the Bank deems necessary).

5. Merchant Discount Rate (MDR)

<b>TENURE</b> <i>(Terminals with iTVAS2)</i>	<b>OFF-US EPP MDR</b>
6 months	3%
12 months	4%
18 months	5%
24 months	6%

The above MDRs payable by the Merchant to the Bank are valid from the date of signing up of the iTVAS2 by the Merchant and the Bank reserves the right to review and vary the MDRs from time to time and any changes thereto shall be effective on the date specified by the Bank in such notification to the Merchant.

6. These terms and conditions for iTVAS2 are to be read together with the Bank's Merchant Services Terms and Conditions (including Appendix A) but applicable only to the Merchant's participation of iTVAS2. Where there is inconsistency, these terms and conditions for iTVAS2 shall override the Merchant Services Terms and Conditions (including Appendix A) in so far as it relates to the Merchant's participation of the iTVAS2.

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