

APPENDIX C
(To Merchant Services Terms and Conditions)
E-Commerce

1. DEFINITION AND INTERPRETATION

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

“**E-Com Transaction**” means any payment transaction made by a Cardholder to the Merchant using a Card over the Merchant's Website.

2. ESTABLISHMENT OF MERCHANT'S SYSTEM

2.1 The Merchant agrees to:-

- (a) comply with the Bank's and the Card Companies' prevailing standards and requirements for the setting up of the Merchant's Website including security requirements set out in PCI-DSS and for E-Com Transactions;
- (b) set-up, maintain, upgrade and ensure the security and integrity of the Merchant's computer system and software necessary to carry out E-Com Transactions at its own cost and expenses;
- (c) keep all Cardholders' data, Card accounts data, and transactions data (whether physical or electronic) in a secure manner meeting at least the standards prescribed by the PCI-DSS. Once the Merchant becomes aware that any such information or transaction data is lost, stolen, tampered or otherwise compromised, the Merchant shall immediately notify the Bank of this in writing;
- (d) inform the Bank before it upgrades or changes the version or type of its software and/or hardware or any other part of its system used to carry out E-Com Transactions and if required by the Bank, to conduct testing with the Bank to ensure compatibility with the Bank's system before actual implementation. If E-Com Transactions cannot be carried out or if there are errors in the transactions arising from upgrades or changes made by the Merchant, any resulting loss and damage suffered shall be borne solely by the Merchant. The Bank will not be responsible for such loss and/or damage;
- (e) accept sole responsibility for all claims, liabilities, loss or damage suffered by any party due to any breach or compromise of the security or integrity, or malfunction, of any encryption and identification software, any electronic code keys, any equipment or the Merchant's system, unless it is caused by the Bank;
- (f) allow the Bank to enter any of the Merchant's premises with prior written notice to the Merchant to inspect the Merchant's software, hardware and/or any other part of its system to check whether the setting-up, operation, maintenance, security and integrity thereof complies with PCI-DSS;
- (g) once the Merchant becomes aware of any attempted or actual security breach or use of fraudulent card account numbers, the Merchant shall immediately notify the Bank of this in writing;
- (h) ensure that all representations and advertisements published on the Merchant's Website are truthful and accurate and to be solely responsible for them;

- (i) provide a full description of the Merchant's goods and/or services available on the Merchant's Website including a description of any guarantee and/or warranties granted by the supplier and/or manufacturer for such goods and/or services;
- (j) list accurately on the Merchant's Website the cost of the goods and/or services and the delivery and shipping charges in Malaysia Ringgit and the equivalent in such other foreign currency or currencies;
- (k) not use unethical sales tactics or sharp practices such as advertising goods and/or services for sale at prices which it does not intend to honour; and
- (l) only advertise goods and/or services where the Merchant is lawfully allowed to sell the same.

3. E-COM TRANSACTIONS OVER THE MERCHANT'S WEBSITE

- 3.1 The Merchant must accept without discrimination, Cards that are properly authenticated as a means of payment for electronic commerce transactions.
- 3.2 The Merchant must comply with all reasonable security measures which are standard industry practice whether or not prescribed by the Bank when accepting Cards for payment of any E-Com Transaction. The Merchant must try best to make sure that their E-Com Transactions are valid and lawful.
- 3.3 The Merchant must get the Bank's prior approval and authorization for each and every E-Com Transaction. The Merchant is only allowed to complete a transaction after the Merchant has received an approval from the Bank. The Merchant however agrees and understands the approval and/or authorization from the Bank does not guarantee the payment of that transaction by the Bank.
- 3.4 The Merchant must comply with the Bank's instructions in response to the Merchant's request for payment in connection with any E-Com Transaction carried out pursuant to the Payment Instructions.
- 3.5 All E-Com Transactions must be in Malaysian Ringgit (RM) unless the Merchant requests in writing that the Bank accepts E-Com Transactions in some other currency and the Bank at its sole discretion approves such request in writing.
- 3.6 The Merchant must at all times comply with the Bank's prescribed procedures for the authorisation of a transaction and authentication of the Cardholder and the Card, including but not limited to complying with the internet secure sockets layer encryption (SSL) and the three domains secure protocol (3D) authentication programme adopted by the Card Companies. If requested by the Bank, the Merchant must provide the Bank with full details of its e-commerce system including but not limited to the Merchant's web hosting provider, shopping cart system, SSL provider and expiration date of SSL certificate. The Bank will not be liable or responsible in any way to the Merchant and/or the Cardholder if the authorisation and authentication is not performed or is compromised.

4. COMPLETION OF E-COM TRANSACTION

- 4.1 Upon completion of an E-Com Transaction, the Merchant must provide the Cardholder with a transaction receipt either through a separate email message, in-app notification, or send a physical receipt by post.

4.2 The transaction receipt must include the following:-

- (a) Merchant's name;
- (b) Merchant's online address;
- (c) Transaction amount;
- (d) Transaction currency;
- (e) Transaction date;
- (f) Transaction identification number;
- (g) Cardholder's name;
- (h) Cardholder's Card account number with the first (1st) twelve (12) digits masked;
- (i) Authorization code;
- (j) Description of goods and/or services purchased; and
- (k) Return/Refund policy.

5. SETTLEMENT OF PAYMENT

5.1 The Merchant must deliver the records of E-Com Transactions to the Bank for payment within three (3) Business Days from the date of the transaction. The Bank will pay the Merchant monies due for the properly authorized E-Com 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.

5.2 If payment is not received by the Merchant within seven (7) Calendar Days from the date the E-Com Transactions records are submitted to the Bank for payment, 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 such E-Com Transactions records are submitted to the Bank for payment, the Bank will not have to pay the monies claimed by the Merchant under such E-Com Transactions.

5.3 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 is deemed to have waived its right to make any claim against the Bank in respect of such discrepancies or errors.

5.4 If the Bank has reasonable grounds to believe any E-Com Transaction is irregular (*whether by fraud or otherwise or the transaction violate laws or rules of any governmental agency, or if the Bank receives a written statement from the Cardholder denying the transaction*) ("Irregular E-Com Transaction") such Irregular E-Com Transaction shall be invalid.

5.5 Without prejudice to Clause 5.4 above:-

- (a) if the Bank is the issuer of the Card for the Irregular E-Com Transaction, the Bank may withhold payment up to six (6) months from the date of submission of the Irregular E-Com Transaction ("Initial Withholding Period") for investigation. If the Bank finds out that the Irregular E-Com Transaction 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 E-Com Transaction 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 E-Com Transaction, 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 E-Com Transaction. 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 E-Com Transaction 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 E-Com Transaction is legitimate, the Bank shall make payment for it free of interest.

6. ADDITIONAL TERMS AND CONDITIONS FOR THE EASY PAY PLAN PROGRAM

6.1 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 E-Com Transactions;
- (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 C between the Merchant and the Bank, the Merchant’s participation in the EPP is automatically terminated.

7. APPENDIX C TO BE READ WITH MERCHANT SERVICES TERMS AND CONDITIONS

7.1 This Appendix C is to be read together with the Bank’s Merchant Services Terms and Conditions. Where there is inconsistency, Appendix C shall override the Merchant Services Terms and Conditions, in so far as it relates to the E-Com Transaction and/or the EPP.

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