

APPENDIX F
(To Merchant Services Terms and Conditions)
(Financial Process Exchange (FPX))

RECITALS

- A. The Bank is member bank of the Financial Process Exchange (FPX), a Bank Negara Malaysia and Payments Network Malaysia Sdn Bhd's initiative that enable inter banks online payments.
- B. The Merchant, having subscribed to be a member of FPX and having completed and submitted the relevant registration form, has requested the Bank to be its bank on the FPX and to collect all inter banks online payments made by its Customers to pay for their purchases of the Merchant's goods/services online.

1 DEFINITION AND INTERPRETATION

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

- “Buyer” means an individuals, companies, body corporate, businesses (including sole proprietors and partnerships), government agencies, statutory bodies, societies, and other banks' customers that make payments to Merchants using the FPX service.
- “Buyer Bank” means a Participant in the FPX service who offers services that allow Buyers to initiate payment Instruction.
- “Card Accounts” means a Credit Card Account(s), charge card account(s) and prepaid card account(s).
- “CASA” means a Current Account and Savings Account.
- “Counterparty” means a relationship between Participants who are engaged in a FPX Payment, the Participant on the other end / opposite side of the payment instruction is called the Counterparty.
- “Exchange ID” means an ID that is provided to the Exchange in order to identify a Merchant that will trade under the Exchange.
- “FPX Brand” means the brand, icon, logo and marks for the FPX service.
- “FPX Operator” means Payments Network Malaysia Sdn. Bhd.
- “FPX service” means a real-time internet-based online payment system which enables Buyers (either individual or corporate) to make secure online payments using their Internet Banking account to Merchants.
- “FPX Webview” means an online system provided by FPX Operator to Participants and registered Exchanges / Merchants to check their own profile and view FPX transaction status and reports.
- “Internet Security Credentials” means a verification of identity or tools for authentication. It is a part of a certificate or other authentication process that helps confirms a user's identity in relation to a network address or other system ID.
- “Merchant ID” means a unique alphanumeric code assigned by FPX Operator to identify either of the following:
- A Merchant; or
 - A Merchant's product or service category for purposes of routing payments to the Merchant.

“Merchant Order Number”	means a unique reference number assigned by a Merchant to a Buyer for a FPX transaction.
“Operational Procedures”	means the Operational Procedures for FPX which are prescribed and issued by FPX Operator and will include any variation, addition, amendment or modification made from time to time.
“Participant”	means the Participant as defined in the Participation Rules, acting as Buyer Bank / the Bank / Exchange Bank / Third Party Acquirer.
“Payment”	means an order from a Buyer to its Buyer Bank directing the Buyer Bank to: <ul style="list-style-type: none"> • Draw funds from the Buyer’s bank account via Internet Banking; and • Transmit payment confirmation message to FPX system to perform crediting of funds to the Bank to pay a Merchant for a successful FPX transaction.
"Refund”	means an occurrence when a Merchant rebates all, or a portion, of an original transaction amount to the Buyer using FPX Webview. Refunds can only be initiated for successful FPX transactions. Refunds can only be made to the same bank account that was used for the original FPX transaction.

2 FPX SYSTEM ACCESS

- 2.1 The Bank is a Participant of the FPX service and the Merchant is a registered seller under the FPX service.
- 2.2 In consideration of the fees paid to the Bank, the Bank agrees to facilitate the participation of the Merchant in the FPX service in accordance with this Appendix F.

3 PAYMENT TYPE

- 3.1 The Merchant shall accept payments that draw funds from CASA and optionally payment(s) that draw funds from Card Accounts.

4 OBLIGATIONS OF THE MERCHANT

- 4.1 The Merchant shall always comply with the Consumer Protection Act 1999, as the Merchant is prohibited to use misleading and deceptive conduct, false misrepresentation and unfair claims in selling their products or services.
- 4.2 The Merchant shall not be involved or engaged in business activities that contravene the laws of Malaysia.
- 4.3 The Merchant is prohibited from re-selling or acquiring any other sub-seller(s) into the FPX service or acting as merchant aggregators for other seller(s), without the prior written consent of the FPX Operator and the Bank.
- 4.4 The Merchant must ensure that it has and maintains adequate procedures and systems for receiving and processing prompt payment confirmation received from FPX system and promptly and correctly updates the payment status as well as to ensure that its obligations are fulfilled to the Buyer’s satisfaction.
- 4.5 The Merchant shall ensure that all requirements stipulated in the FPX integration guideline provided in [\[https://fpxexchange.myclar.org.my:8443/MerchantIntegrationKit/#\]](https://fpxexchange.myclar.org.my:8443/MerchantIntegrationKit/#) that are imposed by the FPX Operator (including but not limited to the following) are fully complied with at all times:
 - 4.5.1 Display of FPX Participating Banks at the Merchant’s web portal must be in accordance with the FPX integration guideline.
 - 4.5.2 Notification to Buyers that FPX service is available 24 hours daily, subject to Participating Banks’ Internet Banking services availability.

- 4.5.3 The Merchant shall take all possible measures to ensure that Buyers' Internet Banking security credentials used in the course of a transaction at the Merchant's website, mobile app, exchange and/or other systems, are always safeguarded and is never exposed to any other party except the relevant Buyer Banks:
- 4.5.3.1 The Merchant shall not intercept, capture or store Buyers' Internet Banking security credentials;
 - 4.5.3.2 The Merchant shall not facilitate or allow the interception, capturing or storage of Buyers' Internet Banking security credentials;
 - 4.5.3.3 The Merchant shall not through its action or omission, risk the exposure of the Buyers' Internet Banking security credentials to any party.
- 4.5.4 The Merchant shall ensure the confidentiality, integrity and security of Buyers' information entered at the Merchant's website.
- 4.6 The Merchant must not make any warranties or representations in respect of goods or services supplied which may bind the Bank, FPX Operator, Buyer Bank or any other Participants in the FPX service.
- 4.7 The Merchant must establish and maintain a fair policy for resolving Buyers' disputes and/or claims.
- 4.8 The Merchant who has been granted a non-transferable license to use the FPX Brand shall not license or assign the said right to use to any other third party. The Merchant shall always comply with the FPX Brand guidelines.
- 4.9 For the purpose of **Clause 4.8**, 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 FPX Brand. In the event of such breach, the Merchant's sub-licensed rights of using the FPX Brand shall be revoked and ceased immediately, whereupon this Appendix F shall be terminated accordingly. Upon termination, **Clause 11.4** shall apply accordingly.
- 4.10 The Merchant shall consent and allow the Bank to disclose its information to the FPX Operator, as may be reasonably required for the purpose of and in connection with providing the FPX service.
- 4.11 The Merchant shall notify the Bank immediately if it becomes aware of any non-compliance to this Appendix F.
- 4.12 The Merchant's configuration shall be performed by the Merchant with assistance from the Bank.
- 4.13 The Merchant shall get their security key generated and certified before generating and sending any message to FPX.
- 4.14 The Merchant is to determine the type of transactions (i.e. whether it is meant for B2C and/or B2B models) and the specific account to be credited by indicating it in the message token and bank code, respectively.
- 4.15 The Merchant shall ensure each transaction that is sent to FPX for processing has a unique payment reference number known as Merchant Order Number.
- 4.16 The Merchant shall advise the Buyer to authorize their pending B2B transactions before escalating to the FPX Operator in the event of any discrepancy.
- 4.17 The Merchant shall ensure that their customers are aware that payments can be made via FPX. The Merchant shall raise awareness and promote the use of FPX through the Merchant's websites, mobile apps, and other means of communications.
- 4.18 **Clause 4.5.4, 4.7 and 4.9** herein shall survive termination of this Appendix F. Termination does not affect either party's rights accrued and obligations incurred before termination.

5 OBLIGATIONS OF THE BANK

- 5.1 The Bank shall ensure that any provisions in the Operational Procedures for FPX issued by the FPX Operator which is applicable to the Merchant is reflected in this Appendix F including any future revisions which will be communicated by the Bank to the Merchant.
- 5.2 Upon receiving successful debit confirmation, the Bank shall either immediately credit and make funds available to the Merchant's account, or in a manner as agreed upon by the Bank and the Merchant.
- 5.3 The Bank must make payment in full to the Merchant and shall not deduct any fees from the payment proceeds due to a Merchant, except for situations where the Merchant has specifically agreed in writing that FPX fees shall be deducted from the payment amount.
- 5.4 The Bank shall refund transaction fees to the Merchant if fees are incurred due to Buyer's disputes that are not caused by the Merchant. However, if the Merchant opts to partially Refund overpayments to Buyers, the Merchant shall bear the transaction fees for executing the Refund.
- 5.5 The Bank shall implement reasonable measures to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected.

6 GOODS AND/OR SERVICES DELIVERY

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

7 FRAUD AND SECURITY

- 7.1 The Merchant shall implement all prudent safeguards and controls necessary to prevent, detect and mitigate fraud, as well as to protect their customers, services and transactions from fraud.
- 7.2 The Merchant shall also comply with all applicable laws of Malaysia in relation to fraud.
- 7.3 In the interest of safeguarding the integrity of the FPX service, the Merchant grants the FPX Operator and/or the Bank the absolute authority to direct the Merchant to take any measure that the FPX Operator and/or the Bank deems necessary to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected. The Merchant receiving such a directive shall promptly comply with the directive.

8 BUYER'S DISPUTES/CLAIMS

- 8.1 The Merchant shall assist the Bank with investigations related to Buyer's disputes and requests for Refunds in accordance with the following process and timelines:
 - 8.1.1 If a valid request to recover funds was received by the Merchant within sixty (60) days of the Buyer's FPX Payments, the Merchant shall address the Buyer's disputes / claims to the Buyer's satisfaction.
 - 8.1.2 Buyers may submit requests for Refunds to the Merchant for any of the following reasons after FPX Payments have been made:
 - i. Goods or services purchased were not provided or rendered due to the Merchant's non-performance or insolvency;
 - ii. Goods purchased were damaged or defective;
 - iii. Goods purchased not as described or as advertised by the Merchant;
 - iv. Goods purchased were not genuine, counterfeit or fake; or

- v. Buyers' bank accounts were erroneously debited multiple times for a single purchase or charged an incorrect amount by the Merchant.

8.1.3 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.

8.2 The Merchant may provide concrete evidence to contest the Refund claim. Evidence may include proof of delivery, certification from suppliers on the authenticity of goods, or other documentation to demonstrate the Merchant's performance of its obligations. If the Merchant is unable to furnish evidence within the timeframe specified in **Clause 8.1.3** or the evidence does not conclusively¹ refute the Buyer's Refund claim, the Merchant is required to Refund the purchase proceeds to the Buyer within three (3) Business Days.

¹*Evidence furnished by a Merchant to refute a Refund claim is deemed to be sufficient if both the Buyer Bank and the Counterparty are fully satisfied that the Merchant has adequately demonstrated that the Merchant has performed its obligations.*

8.3 If the Merchant is not able to adequately refute a Refund claim in accordance with **Clause 8.2**, 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.

9 DISPUTE RESOLUTION

9.1 The Merchant shall have the right to refer their disputes to the FPX Operator if there is an allegation of the Bank's non-compliance to the obligations set out in this Appendix F. The FPX Operator will review such complaints and allegations, but such review will be confined to:

- 9.1.1 Determination whether there has been non-compliance;
- 9.1.2 Stipulating remedies for the Bank to correct or address the non-compliance; and
- 9.1.3 Determination if penalties are applicable for the Bank's non-compliance.

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

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

10 INDEMNITY

10.1 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 10.3**, 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 this Appendix F;
- (b) any claim by a Buyer, the Bank, Buyer Bank, FPX Operator or any other person for any breach by the Indemnifying Party of any applicable laws;
- (c) the failure of the Indemnifying Party to observe any of its obligations under this Appendix F; or

- (d) any use of the FPX Brand by the Indemnifying Party other than as permitted by this Appendix F,

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 10.1(a)** to **10.1(d)**.

- 10.2 Notwithstanding **Clause 10.1** above, in the event the Bank becomes insolvent, the Merchant hereby agrees to always indemnify the FPX Operator from all claims, losses, damages, penalties, suits, costs, and expenses (including reasonable legal fees).
- 10.3 In the event a claim is made against a party in respect of which it is entitled to be indemnified pursuant to **Clause 10.1** or **10.2**, 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 to settle any claim without obtaining the prior written consent of the other, such consent not to be unreasonably withheld.
- 10.4 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.
- 10.5 For the purposes of this clause, loss or damage includes any consequential or economic loss or damage.

11 SUSPENSION & TERMINATION

Suspension

- 11.1 The FPX Operator or the Bank, as the case maybe, reserves the right to suspend the participation of the Merchant in the FPX service by giving notice in writing specifying the suspension date and any conditions applicable to the suspension, under the following circumstances:
- 11.1.1 FPX Operator or the Bank has determined that the Merchant breached this Appendix F, or the terms and conditions stipulated in the FPX Merchant Registration Form, or any applicable rules, guidelines, regulations, circular or laws;
 - 11.1.2 The Merchant fails to remedy the breach described in **Clause 11.1.1** to the Bank's satisfaction;
 - 11.1.3 The FPX Operator or 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 FPX service;
 - 11.1.4 Court order(s) affecting the Merchant's membership in the FPX service and/or the legal status of the Merchant;
 - 11.1.5 Directive(s) issued by regulatory or government authority affecting the Merchant's membership in the FPX service and/or its legal status;
 - 11.1.6 An application is made to the court either voluntarily or involuntarily for an order that the Merchant be wound up;
 - 11.1.7 The Merchant is deemed unable to pay its debt and should be wound up under statutory laws; or
 - 11.1.8 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 FPX service;
 - 11.1.9 The Bank has received complaints from other Merchant(s), other bank(s), Buyer Bank or Buyer

that the Merchant is engaging in fraudulent activity in connection with the FPX service; or

11.1.10 The Merchant has been suspended from the FPX service by other bank(s) due to breach of provisions of this Appendix F, or the terms and conditions stipulated in the FPX Merchant Registration Form, or any applicable rules, guidelines, regulations, circular or law.

11.2 Upon suspension of the Merchant in the FPX service:

11.2.1 The services provided under FPX system will be suspended immediately;

11.2.2 The Merchant will no longer have access to FPX Webview;

11.2.3 The Merchant will stop sending debit request to FPX system or accept payments from Buyer Bank(s);

11.2.4 The Merchant will no longer have access to the Bank and other bank(s) that the Merchant is connected to via its Exchange ID / Merchant ID(s);

11.2.5 The Merchant must take all reasonable steps to assist the Bank to notify each Buyer affected by the action that the Merchant is no longer participating in the FPX service, in the form directed by the Bank;

11.2.6 The Merchant must cease all promotional and advertising that is related or can be perceived to be related to FPX service;

11.2.7 The Merchant must remove all FPX Brand from the Merchant's marketing collaterals, channels and website; and

11.2.8 The Merchant must take all reasonable steps to comply with any directions of the Bank to minimise the impact on Buyer of the suspension.

Termination

11.3 The FPX Operator or the Bank, as the case maybe, reserves the right to terminate the services provided under this Appendix F or the FPX service under the following circumstances, which includes, but is not limited to:

11.3.1 This Appendix F between the Merchant and the Bank is terminated or expired;

11.3.2 The Bank or the FPX Operator has determined that the Merchant has breached this Appendix F, or the terms and conditions stipulated in the FPX Merchant Registration Form, or any applicable rules, guidelines, regulations, circulars or laws;

11.3.3 The Merchant fails to remedy or take adequate steps to remedy its default under this Appendix F to the satisfaction of the Bank or the FPX Operator, as the case maybe, within a time period as specified in the notice of the default given by the Bank;

11.3.4 The FPX Operator or 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 FPX service;

11.3.5 Court order(s) affecting the Merchant or the Bank's membership and/or legal status;

11.3.6 Directive(s) issued by regulatory or government authority affecting the Merchant or the Bank's membership and/or legal status;

11.3.7 An application is made to the court either voluntarily or involuntarily for an order that the Merchant be wound up;

11.3.8 The Merchant is deemed unable to pay its debt and should be wound up under statutory laws;

- 11.3.9 The Bank's membership in the FPX service or RENTAS is terminated or suspended and the Merchant has not appointed a replacement bank; or
- 11.3.10 The FPX Operator has determined the Merchant is inactive or the Merchant is deemed inactive when there are no FPX transactions for a period of twelve (12) consecutive months.
- 11.4 Upon termination of this Appendix F, the Merchant must undertake the following:
- a) Immediately advise its customers that they will no longer accept payment via FPX from the effective date of termination of the Merchant's access to FPX service;
 - b) Shall ensure that inflight transactions post-termination are completed i.e. goods are delivered to the Buyer's satisfaction;
 - c) Cease all promotional and advertising that is related, or can be perceived to be related to the FPX service; and
 - d) Remove all FPX Brand and marks from the Merchant's payment channels and websites.
- 11.5 Upon termination of this Appendix F, the participation of the Merchant in FPX service is automatically terminated and the Merchant will no longer have access to the FPX system and services provided under the FPX system.
- 11.6 Termination of the Merchant in the FPX service shall not extinguish any outstanding right or liability arising under this Appendix F.

12 ADVERTISEMENT AND USE OF LOGO

- 12.1 The FPX Operator owns all rights, titles and interest in the FPX Brand and the FPX Operator and/or the Bank may specify and may at any time amend the requirements relating to the use and/or display of the FPX Brand.
- 12.2 The Merchant shall comply with the requirements, process and/or guidelines prescribed by the FPX Operator in using the FPX Brand.
- 12.3 The Merchant must use the appropriate denotation or legend of trademark registration or ownership in connection with FPX Brand, as required or consented to by the FPX Operator and/or the Bank.
- 12.4 The Merchant shall only use the FPX Brand for the sole purpose of publicising, indicating and advertising that the Merchant accepts payment requests through the FPX service.
- 12.5 The FPX Operator and/or the Bank have the right to direct the Merchant to make changes to their use of the FPX Brand to rectify any non-compliance or potential non-compliance.
- 12.6 The FPX Operator, may at any time, in its absolute discretion, direct a Merchant to cease using the FPX Brand where such use is in breach of this Appendix F.
- 12.7 The Merchant must not use the FPX 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 FPX Brand. The Merchant must not adopt "FPX" or any other FPX Brand as any part of the name of its business or apply it to any goods or services offered for sale.
- 12.8 In the event of termination of the Merchant's access in FPX service, the Merchant's sub-licensed use of the FPX Brand shall be automatically revoked on the day that the cessation of the Merchant's access takes effect.
- 12.9 The Merchant must immediately on becoming aware of any infringement or potential infringement of the FPX Brand, notify the Bank.

13 FEES

- 13.1 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.

14 DISCLAIMER

- 14.1 Notwithstanding anything else to the contrary, in relation to this Appendix F, the FPX Operator and the 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 FPX service. The Merchant agrees that it will communicate and resolve any dispute in relation to the aforesaid matters with the Bank.

15 CONFIDENTIALITY

- 15.1 The Merchant shall treat any information it receives or possess as result of this Appendix F, as confidential and will not use such information other than for the purposes which it was given.
- 15.2 The Merchant shall ensure that their employees, representatives and suppliers always comply with the confidentiality requirements.
- 15.3 The Merchant's obligations as to confidentiality shall survive the expiration or termination of their access in the FPX service or this Appendix F.
- 15.4 Clause 15.1 shall not apply to information which:-
- 15.4.1 Is or has at the time of use or disclosure become public knowledge without any breach of the provisions of this Appendix F by the Merchant;
 - 15.4.2 Is or has at the time of use or disclosure become generally known to companies engaged in the same or similar business(es) as the Merchant on a non-confidential basis through no wrongful act of the Merchant;
 - 15.4.3 Is lawfully obtained by the Merchant from third parties without any obligation by the Merchant to maintain the information proprietary or confidential;
 - 15.4.4 Is known by the Merchant prior to disclosure hereunder without any obligation to keep it confidential and such information was not disclosed by the Bank under this Appendix F;
 - 15.4.5 Is independently developed by the Merchant without reference to or use of the Bank's information;
 - 15.4.6 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.

16 PERSONAL DATA PROTECTION

- 16.1 The Merchant consents to the provision and use of information supplied to the FPX Operator and/or the Bank in connection with the FPX service. The Merchant further agrees to notify the FPX 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 FPX service has become out-dated.
- 16.2 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, Buyer Bank and FPX Operator to breach any personal data protection laws.

17 VARIATION AND WAIVER

17.1 The Bank may change the terms of this Appendix F at any time to ensure compliance with the Operational Procedures of the FPX Operator and such change shall take effect from the date specified in the notice issued by the Bank.

17.2 Any provisions herein cannot be waived except in writing signed by the party granting the waiver.

18 FORCE MAJEURE

18.1 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 this Appendix F for reasons which could not be reasonable diligence be 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.

19 APPENDIX F TO BE READ WITH MERCHANT SERVICES TERMS AND CONDITIONS

19.1 This Appendix F is to be read together with the Bank's Merchant Services Terms and Conditions. Where there is inconsistency, Appendix F shall override the Merchant Services Terms and Conditions, in so far as it relates to the FPX services.

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