

APPENDIX G
(To Merchant Services Terms and Conditions)
JomPay

1. JomPAY SCHEME ACCESS

- 1.1 The Bank is a Participant of the Scheme as Biller Bank and the Merchant is a registered Biller under the Scheme.
- 1.2 In consideration of the fees paid to the Bank, the Bank agrees to facilitate the participation of the Merchant in the Scheme in accordance with this Appendix G.
- 1.3 The Merchant hereby agrees to observe all the JomPAY operating rules issued by the Scheme Operator which is applicable to the Merchant as reflected in this Appendix G including any future revisions which will be communicated by the Bank to the Merchant.

2. FEES

- 2.1 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.

3. PAYMENT TYPE

- 3.1 The Merchant shall accept Payments that draw funds from CASA and optionally Payment(s) that draw funds from Line of Credit Accounts.

4. OBLIGATIONS OF THE MERCHANT

- 4.1 The Merchant shall not charge any fees to the Payer(s) who makes Payment(s) via the JomPAY Scheme.
- 4.2 The Merchant shall ensure that it has and maintains adequate procedures and systems for receiving and processing promptly Payment Instructions it receives from the Bank and promptly and correctly credits or debits as the case may be the amounts of each Payment Instruction to the applicable Payer's account with the Merchant.
- 4.3 The Merchant must not make any warranty or representation in respect of goods or services supplied which may bind the Bank, Scheme Operator, Payer Bank or any other Participant in the Scheme.
- 4.4 The Merchant must establish and maintain a fair policy for correction of errors and facilitate recovery of funds for Mistaken Payment Instructions and Unauthorized Payment Instructions.
- 4.5 The Merchant shall consent and allow the Bank to disclose its information pertaining to the payment processes as the Scheme Operator may reasonably require for JomPAY services.
- 4.6 The Merchant who has been granted a non-transferable license to use the JomPAY Brand shall not license or assign the said right to use to any other third party. The Merchant shall comply with the JomPAY Brand Guidelines at all times.
- 4.7 For the purpose of Clause 4.6, 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 JomPAY Brand. In the event of such breach, the Merchant sub-licensed rights of using the JomPAY Brand shall be revoked and

cease immediately, and whereupon this Appendix G shall be terminated accordingly. Upon termination, Clause 4.8 shall apply accordingly.

- 4.8 Upon termination of this Appendix G, the Merchant will do the following:
- a) Immediately advise its customers that they will no longer accept Payment via JomPAY from the effective date of termination of the Merchant's access to JomPAY;
 - b) The Merchant will continue to maintain an account with the Bank to credit bill collection for a period of not less than five (5) Business Days after the effective date of termination;
 - c) Shall ensure that inflight transactions are completed;
 - d) Cease all promotional and advertising that is related, or can be perceived to be related to the JomPAY Scheme;
 - e) Remove all JomPAY Brand and marks from the Merchant's payment channels; and
 - f) Return to Scheme Operator all software, documents and intellectual property assets for JomPAY.
- 4.9 The whole of Clause 4 herein shall survive termination of this Appendix G. Termination does not affect either party's rights accrued and obligations incurred before termination.

5. OBLIGATIONS OF THE BANK

- 5.1 If the Merchant receives a RTN, the Bank shall provide an irrevocable guarantee to the Merchant that the Merchant will receive the funds indicated in the RTN. With this irrevocable guarantee that funds will be credited, the Merchant may ship goods or deliver services based on the receipt of a RTN.
- 5.2 The Bank shall implement reasonable measures that it deems necessary to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected.

6. RECOVERY OF FUNDS

- 6.1 The Merchant shall assist the Bank with investigation of Mistaken Payment Instruction, Unauthorised Payment Instruction, Fraudulent Payment Instruction, and shall make the necessary refund(s) to the Payer, Payer Bank or the Bank (as the case maybe), in the event that it is found the Merchant is responsible for such Mistaken Payment, Unauthorised Payment or Fraudulent Payment (as the case maybe).
- 6.2 In the event Erroneous Payment is caused by the Merchant after verification and confirmation from the Merchant with respect to such Erroneous Payment, the Bank shall immediately reverse out all debits erroneously posted to the Bank's Customer's account regardless whether funds have been recovered from other affected parties.

Erroneous Payment/Mistaken Payment Instructions

- 6.3 The Bank shall inform the Merchant once the Bank receives a request to recover funds that is wrongly credited to the Merchant due to an Erroneous Payment/Mistaken Payment Instruction. The Merchant must facilitate the recovery of funds process stated in Clause 6.4.

6.4 Upon receiving a recovery of funds request for Erroneous Payment Instruction/ Mistaken Payment Instruction, the Bank has the right to debit the Merchant's account to recover funds within one (1) Business Day after the following conditions are met:

6.4.1 If the recovery of funds request is received within twenty one (21) Business Days from date of Erroneous Payment Instruction/ Mistaken Payment Instruction and:

- a) The Bank is fully satisfied that funds were erroneously credited to the Merchant's account;
- b) The funds have been credited to the Merchant's account;
- c) The Merchant has not acted in reliance on RTN;
- d) The RTN (if applicable) has not been delivered to the Merchant;
- e) There is sufficient balance in the Merchant's account to cover the recovery amount; and
- f) The Bank has provided notification to the Merchant regarding the proposed debit of the Merchant's account.

6.4.2 If the recovery of funds request is received between twenty two (22) Business Days and seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction and:

- a) The Bank is fully satisfied that funds were erroneously credited to the Merchant's account;
- b) There is sufficient balance in the Merchant's account; and
- c) The Bank has notified the Merchant about the recovery of funds request, furnishing details of the allegedly Erroneous Payment Instruction/Mistaken Payment Instruction but the Merchant has not provided to the Bank, within fourteen (14) Business Days of the written notification, reasonable evidence that the Merchant is entitled to the funds.

6.4.3 If the recovery of funds request is received after seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction and:

- a) The Bank is fully satisfied that funds were erroneously credited to the Merchant's account;
- b) The Bank has sought the Merchant's consent in writing to debit the Merchant's account to recover funds, and Merchant has given its gives consent to debit its account.

6.5 When the Merchant receives a written request for consent from the Bank as described in Clause 6.4.3(b), the Merchant shall not unreasonably withhold consent to debit its account when there is a legitimate recovery of funds request and shall inform the Bank in writing whether consent is granted within fourteen (14) Business Days of the written request for consent.

Unauthorised and/or Fraudulent Payment Instruction

6.6 The Bank shall inform the Merchant once the Bank receives a request to recover funds that was credited to the Merchant due to an Unauthorised/Fraudulent Payment Instruction. The Merchant must facilitate the recovery of funds process stated in Clause 6.7.

6.7 If the Merchant receives an Unauthorised and/or Fraudulent Payment Instruction, the Merchant shall:

- a) Immediately take all practicable measures to prevent the use or application of unauthorized/fraudulently transferred funds for the benefit of the Beneficiary of Fraud;
- b) Furnish to the Bank within seven (7) Business Days, information, including but not limited to the name, address, contact information, national identity card number/passport number to conclusively identify the Beneficiary of Fraud;
- c) Take all practicable measures permissible under the law to recover funds from the unintended recipient of funds including but not limited to reversing out credits, drawing on deposits or other financial guarantees that the Beneficiary of Fraud place with the Merchant, stopping

delivery of goods, suspending services that the Beneficiary of Fraud has paid for, repossessing goods delivered to the Beneficiary of Fraud and taking legal action against the Beneficiary of Fraud; and

- d) Immediately provide information required in Clause 6.7 (b) to the Payer Bank to facilitate the Payer Bank's investigation.

6.8 In the event of Unauthorised and/or Fraudulent Payment Instruction is received by the Merchant, the Bank shall do the following (upon becoming aware of the fraud):

- a) notify the Merchant the RTNs associated with the Fraudulent Payment Instruction and of the Fraudulent Payment Instruction;
- b) Investigate the Merchant to determine whether the Merchant is implicated in the fraud. If the Bank has sufficient grounds to suspect the Merchant is involved in the fraud or is benefiting from the fraud, the Bank shall prevent withdrawal or use of the remaining funds in the Merchant's account with the Bank until there is satisfactory resolution of Unrecoverable Loss. The Merchant shall facilitate the Bank's investigation.

6.9 In the event the Merchant is responsible for Fraudulent Payment Instruction, Clause 15.3 shall apply accordingly.

7. FUNDS AVAILABILITY

7.1 The Merchant shall give credit to the Payer's accounts with the Merchant on the Business Day that the Payers initiated the Payment Instruction to the Merchant, provided that the Payment Instruction was initiated before the IBG Same Day Cut-off Time for that Business Day.

7.2 The Bank shall ensure their Billers acknowledge that Payment Instruction made by the Payer on a Business Day is deemed received by the Billers on the same day, provided that the Payment Instruction was initiated before the IBG Same Day Cut-Off Time for that Business Day.

8. DELAY IN PAYMENTS

8.1 Subject to Clause 8.2, the Merchant acknowledges that delay may occur in processing of Payment Instructions in the following events:

- a) The Payment Instruction(s) are made on a public holiday;
- b) On the day after a Payer gives a Payer Instruction is a public holiday; and
- c) A Payment Instruction is received either on a non-Business Day or after the IBG Same Day Cut-Off Time on a Business Day.

8.2 Although it is expected the delay in the Bank's performance of this Appendix G due to reasons specified in Clause 8.1, the delay will not be more than one (1) Business Day.

9. DISPUTE RESOLUTION

9.1 The Merchant may lodge a complaint with the Scheme Operator if there are allegations of the Bank's non-compliance to the JomPAY Scheme rules. The Scheme Operator shall review of such complaints and allegations in accordance with Clause 9.2.

9.2 The Merchant shall have the right to refer their disputes to the Scheme Operator if there is an allegation of Participant's non-compliance to the JomPAY Scheme rules. The Scheme Operator will review such complaints and allegations, but such review will be confined to:

- 9.2.1 Determination whether there has been non-compliance;
- 9.2.2 Stipulating remedies for Participant to correct or address the non-compliance; and
- 9.2.3 Determination if penalties are applicable for the non-compliance.

9.3 All decisions rendered by the Scheme Operator in response to complaints from the Merchant shall be prima facie binding on the Bank.

10. INDEMNITY

10.1 In addition to Clause 17 of the Merchant Services Terms and Conditions, subject to the other party's compliance with Clause 10.2, 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 G;
- b) Any claim by a Payer, the Bank, Payer Bank, Scheme 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 G; or
- d) Any use of the JomPAY Brand by the Indemnifying Party other than as permitted by this Appendix G,

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 (d).

10.2 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, that party must:

- a) give notice of any such claim to the other party;
- b) consult with the other party in relation to any such claim;
- c) not to settle any claim without obtaining the prior written consent of the other, such consent not to be unreasonably withheld.

10.3 The Bank is not liable to the Merchant for any loss or damage suffered by the Merchant as result of:

- a) a missing or erroneous payment; and
- b) the delay or disruption caused by any system failure beyond the Bank's reasonable control.

10.4 For the purposes of this clause, loss or damage includes any consequential or economic loss or damage.

11. SUSPENSION & TERMINATION

Suspension

11.1 The Scheme Operator or the Bank, as the case maybe, reserve the right to suspend the Merchant's access to the Scheme under the following circumstances, which includes, but not limited to:

- 11.1.1 The Merchant breached this Appendix G, applicable rules, guidelines, regulations, circular or laws related to JomPAY that was communicated to the Merchant by the Bank;
- 11.1.2 The Merchant has inadequate operational controls or insufficient risk management processes, resulting in potential threats to the stability, integrity, safety and efficiency of the Scheme and/or IBG;
- 11.1.3 The Merchant is suspected on reasonable grounds that it has committed or will commit fraudulent act in connection with the Scheme;
- 11.1.4 Scheme Operator has determined that the Merchant is inactive in the Scheme, after a period of twelve (12) months in which the Merchant does not receive any PaymentInstructions.

11.2 Upon suspension of the Merchant in the Scheme:

- 11.2.1 The services provided to the Merchant under the Scheme will be suspended immediately;
- 11.2.2 The Merchant will no longer have access to BMM;

- 11.2.3 The Merchant will stop issuing any bills to Payer or accept Payments from Payer Bank(s);
- 11.2.4 The Merchant will no longer have access to the Biller Bank(s) that the Merchant is connected to via its Biller Code(s);
- 11.2.5 The Merchant is responsible for finding alternative method to issue bills during the suspension period;
- 11.2.6 The Merchant must take all reasonable steps to assist the Bank to notify each Payer affected by the action that the Merchant is no longer participating in the Scheme, in the form directed by the Bank;
- 11.2.7 The Merchant must cease all promotional and advertising that is related or can be perceived to be related to JomPAY Scheme;
- 11.2.8 The Merchant must remove all JomPAY Brand from the Merchant's marketing collaterals, channels and website; and
- 11.2.9 The Merchant must take all reasonable steps to comply with any directions of the Bank to minimise the impact on Payer of the suspension or termination.

Termination

- 11.3 The Scheme Operator or the Bank, as the case maybe, reserve the right to terminate the services provided under this Appendix G or JomPAY Scheme under the following circumstances, which includes, but not limited to:
 - 11.3.1 This Appendix G between the Merchant and the Bank is terminated or expired;
 - 11.3.2 The Merchant breached this Appendix G, applicable rules, guidelines, regulations, circulars or laws related to JomPAY that was communicated to the Merchant by the Bank;
 - 11.3.3 The Merchant fails to remedy or take adequate steps to remedy its default under this Appendix G to the satisfaction of the Bank or the Scheme Operator, as the case maybe, within the timeframe specified by the Bank;
 - 11.3.4 The Merchant has inadequate operational controls or insufficient risk management processes resulting in potential threats to the stability, integrity, safety and efficiency of the Scheme and/or IBG;
 - 11.3.5 Court order(s) affecting the Merchant or the Biller Bank(s) membership and/or legal status;
 - 11.3.6 Directive(s) issued by regulatory or government authority affecting the Merchant or the Biller Bank(s) membership and/or legal status;
 - 11.3.7 The Merchant's insolvency;
 - 11.3.8 The Bank's membership in the Scheme, IBG or RENTAS is terminated or suspended and the Merchant has not appointed a replacement Biller Bank;
 - 11.3.9 The Scheme Operator has determined the Merchant is inactive or the Merchant is deemed inactive when there are no JomPAY transactions for a period of twelve (12) consecutive months.
- 11.4 Upon termination of this Appendix G, the participation of the Merchant in JomPAY Scheme is automatically terminated and the Merchant will no longer have access to JomPAY Scheme and the services provided under the JomPAY Scheme.

12. ADVERTISEMENT AND USE OF LOGO

- 12.1 The Merchant must use the appropriate denotation or legend of trademark registration or ownership in connection with JomPAY Brand, as required or consented to by the Bank.
- 12.2 The Merchant is granted the consent to use the denotation or legend of the trade mark of JomPAY Brand, for the sole purpose of publicising, indicating and advertising that the Merchant accepts Payment Instruction through the Scheme.
- 12.3 In the event of non-compliance or infringement or potential infringement or misuse of the JomPAY Brand, the Scheme Operator or the Bank have the absolute right to revoke the consent granted and the Merchant shall cease all use of the denotation and trade mark of the JomPAY Brand by the Merchant with or without giving reason whatsoever.
- 12.4 If the Merchant desires to use a denotation or legend of trade mark registration or ownership in

connection with any mark other than the JomPAY Brand, but used in association with the JomPAY Brand, the Merchant may do so provided that such use will not adversely affect the rights of the Scheme Operator in the JomPAY Brand; and the specification for such use is notified in writing to the Bank, and the Bank gives its written approval to that specification prior to such use.

- 12.5 The Merchant must not use the JomPAY 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 JomPAY Brand. The Merchant must not adopt “JomPAY” or any other JomPAY Brand as any part of the name of its business or apply it to any goods or services offered for sale.
- 12.6 The Merchant must immediately on becoming aware of any infringement or potential infringement of the JomPAY Brand, notify the Bank.

13. CREDITING TO THE MERCHANT

- 13.1 The Bank is required to credit the Merchant’s bank accounts with funds from incoming JomPAY Payments and make the incoming funds available for the Merchant’s unencumbered use within two (2) hours of IBG clearing for Off-us transactions and within five (5) minutes of debiting the funds from the Payer’s bank account for On-us transactions, except for situations where the Merchant has specifically agreed in writing for delayed or batched postings.
- 13.2 The Bank must make payment in full to the Merchant and shall not deduct any fees from the payment proceeds due to the Merchant, except for situations where the Merchant has specifically agreed in writing that JomPAY fees shall be deducted from Payments Instructions.

14. PROVISION OF RECONCILIATION INFORMATION

- 14.1 The Bank shall make available to the Merchant the following minimum information, for the purpose of facilitating the Merchant’s reconciliation processes and accounting for payment of receipts and fees:
- i. RRN (Ref-1);
 - ii. RRN (Ref-2), where applicable;
 - iii. JomPAY Reference Number;
 - iv. Transaction Value;
 - v. Debit date and time;
 - vi. Payer name;
 - vii. Payer Bank name;
 - viii. Account type;
 - ix. Payment channel;
 - x. Gross total transaction value;
 - xi. Total transaction volume; and
 - xii. Total fees/commissions charged.
- 14.2 The Bank shall deliver to the Merchant, the information described in Clause 14.1, at the minimum in the following manner:
- i. Data files or electronic files;
 - ii. Statements or e-statements;
 - iii. E-Mails; or
 - iv. Reports, either electronic or in hardcopies.

15. LIABILITY FOR UNRECOVERABLE LOSS

- 15.1 For Erroneous Payment Instruction/ Mistaken Payment/Unauthorised and /or Fraudulent Payment Instruction that cannot be partially recovered or fully recovered, the amount that cannot be recovered will be deemed as Unrecoverable Loss and the party causing the Unrecoverable Loss will be liable to bear that loss.
- 15.2 If the Bank has reasonable grounds to conclude after its investigation that the Merchant caused the Unrecoverable Loss, the Bank will notify the Merchant and has the right to freeze funds in the Merchant’s account until there is satisfactory resolution of Unrecoverable Loss. The amount frozen

shall amount to no more than the amount of the Unrecoverable Loss.

- 15.3 The Merchant agrees to take all measures to recover the Unrecoverable Loss if the Unrecoverable Loss is due to its fault or negligence. Notwithstanding the aforesaid, this will not prohibit the Bank to take legal action against the Merchant, to the extent permissible by law, to make good the Unrecoverable Loss incurred.
- 15.4 The Bank shall refund JomPAY fees and IBG fees (if applicable) incurred for Erroneous Payment Instruction/ Mistaken Payment/Unauthorised and /or Fraudulent Payment Instruction, if the error was not caused by the Merchant except in situations where the Merchant decides to partially refund an overpayment. If the Merchant opts to partially refund overpayments to the Payer, the Merchant shall bear the transactions fees for executing the refund.

16. REPRESENTATION AND WARRANTY

- 16.1 The Merchant acknowledges and agrees that the obligation of confidentiality extends but not limited to those specified in Clause 18, the disclosure of fees and charges contained in this Appendix G; and any technology or know-how related to the Scheme or the performance of this Appendix G.
- 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, Payer Bank and the Scheme Operator to breach any personal data protection laws.

17. DISCLAIMER

- 17.1 Notwithstanding anything else to the contrary, in relation to this Appendix G, the Scheme 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 Scheme. The Merchant agrees that it will communicate and resolve any dispute in relation to the aforesaid matters with the Bank.

18. CONFIDENTIALITY

- 18.1 The Merchant shall treat any information it receives or possess as result of this Appendix G, as confidential and will not use such information other than for the purposes which it was given.
- 18.2 The Merchant shall ensure that their employees, representatives and suppliers always comply with the confidentiality requirements.
- 18.3 The Merchant's obligations as to confidentiality shall survive the expiration or termination of their access in the JomPay service or this Appendix G.
- 18.4 Clause 18.1 shall not apply to information which:
- i. is or has at the time of use or disclosure become public knowledge without any breach of this Appendix G by the Merchant;
 - ii. 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;
 - iii. is lawfully obtained by the Merchant from third parties without any obligation by the Merchant to maintain the information proprietary or confidential;
 - iv. 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 G;
 - v. is independently developed by the Merchant without reference to or use of the Bank's information;
 - vi. 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 as soon as practical prior to such disclosure being made.

19. VARIATION AND WAIVER

19.1 The Bank may change the terms of this Appendix G at any time to ensure compliance with the operational procedures of the Scheme Operator and such change shall take effect from the date specified in the notice issued by the Bank.

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

20. FORCE MAJEURE

20.1 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 G 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.

21. DEFINITION AND INTERPRETATION

21.1 Words and expression used in this Appendix G have the following meanings:-

“**Bank’s Customer**” means any individual or corporate entity who has account(s) with the Bank who has received Erroneous Payment Instruction or Fraudulent Payment Instructions and/or funds due to errors of other Biller, Payer or any client of the Bank;

“**Beneficiary of Fraud**” means the party who benefits from an Unauthorized Payment Instruction or Fraudulent Payment Instruction;

“**Biller**” means the Merchant;

“**Biller Bank**” means the Bank who is a Participant appointed by the Merchant who is a Biller to facilitate the Merchant’s collection of bill payments via the Scheme;

“**Biller Code**” means an alpha numeric code uniquely identifying either:

- the Biller; or
 - the Biller’s product or service category
- for purposes of routing Payments to the Merchant;

“**Biller Management Module or BMM**” means a web-based application to maintain the Merchant’s details but can be accessed by the Merchant, Payer Bank, the Bank and Scheme Operator;

“**CASA**” means current account and savings account;

“**Customer**” means a term used to collectively refer to the Billers, Payers and other clients of a Participant;

“**Erroneous Payment Instruction**” means a Payment Instruction that is initiated wrongly or is incorrect as follows:

- Participants post erroneous entries to Billers’/Payers’ bank accounts, or generate invalid, incorrect, misdirected or duplicated Payment Instructions on behalf of Billers’/Payers’ due to technical errors or operational errors;
- Technical or operations errors at the Scheme Operator that results in incorrect or duplicated Payment Instructions; and
- Mistaken Payment Instruction which is directed to the wrong Billers/Payers, contains incorrect recipient reference numbers, carries the wrong amount, or is duplicated;

“**Fraudulent Payment Instruction**” means a Payment which has been induced by dishonest or fraudulent means and which the Payer requests be refunded. It includes cases where a Payer makes a Payment as a result of

a fraudulent invoice issued by a third party who purports to be a Biller (and is not in fact a Biller) or a third party who impersonates a Biller;

“IBG Same Day Cut-Off Time” means the deadline on a Business Day whereby funds from a Payment Instruction:

- Initiated before this deadline would be credited on the same Business Day;
- Initiated after this deadline would be credited on the next Business Day;

“Interbank GIRO or IBG” means an interbank payment and funds transfer system that facilitates payments and collections via the exchange of digitized transactions between banks;

“JomPAY Brand” means the brand, icon, logo and marks for the JomPAY Scheme;

“Line of Credit Accounts” means credit card account(s), charge card account(s) and prepaid card account(s);

“Mistaken Payment Instruction” means a payment that is made, or not made, to a person or for an amount which is not in accordance with a Payer’s Payment Instructions or contains an error in the Payment Instructions from the Payer resulting in payments which:

- are directed to the wrong Customers;
- contain incorrect Recipient Reference Numbers;
- carry the wrong amount; or
- are duplicated.

“Off-us” means all Payment Instructions in which the Payer Bank and Biller Bank are not the same bank;

“On-us” means all Payment Instructions in which the Payer Bank and the Biller Bank are the same bank;

“Participant” means a bank that is a member of the Scheme;

“Payer” means individuals, companies, body corporate, businesses (including sole proprietors and partnerships), government agencies, statutory bodies, societies, and other Bank’s Customers that make Payments to Billers using the Scheme;

“Payer Bank” means a Participant in the Scheme who offers services that allow Payers to initiate Payment Instruction;

“Payment Instruction” or **“Payment”** means an order from a Payer to its Payer Bank directing the Payer Bank to:

- Draw funds from the Payer’s bank account; and
- Transmit an IBG entry to transfer funds to the Bank to pay the Merchant for a bill;

“Real-time Notification or RTN” means a form of electronic message sent to the Merchant to provide advance notice of incoming payment from a Payer once the Payer’s bank account has been successfully debited for a Payment Instruction to the Merchant;

“Recipient Reference Number or RRN” means a unique identifier assigned by the Merchant to a Payer referred as Ref-1 and Ref-2 on a bill;

“Scheme” means a service offered by PayNet which facilitates industry wide ubiquitous bill payments through the use of standard Biller Codes and Recipient Reference Numbers;

“Scheme Operator or SO” means the owner and the operator of the JomPAY Scheme;

“Unauthorised Payment Instruction” means a payment made without the authority of the Payer who is purported to have initiated that payment. It includes cases where the Payment Instruction has been made by a third party who has obtained unauthorized access to a Payer’s account and makes unauthorized Payment instruction from the Payer’s account to make other payments;

“**Unrecoverable Loss**” means the portion of funds credited to the wrong party due to Erroneous Payments or Fraudulent Payments that cannot be retrieved after Participants have exhausted the recovery of funds process.

22. APPENDIX G TO BE READ WITH MERCHANT SERVICES TERMS AND CONDITIONS

22.1 This Appendix G is to be read together with the Bank’s Merchant Services Terms and Conditions. Where there is inconsistency, Appendix G shall override the Merchant Services Terms and Conditions, in so far as it relates to the use of the JomPAY.

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