

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

**Schedule
JomPAY**

1. DEFINITIONS

TERM

Beneficiary of Fraud	Means the Party who benefits from an Unauthorized Payment Instruction, or Fraudulent Payment Instruction.
Bank’s Customer	Means any individual, company, body corporate, businesses (including sole proprietor and partnership), government agency, statutory body, society who has account(s) with Biller 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 Biller Bank.
Biller Bank	Means the Bank who is a Participant appointed by the Participating Biller to facilitate the collection of bill payments via the Scheme.
Biller Code	Means an alpha numeric code uniquely identifying either: a) a Participating Biller; or b) a Participating Biller’s product or service category for purposes of routing Payments to the Participating Biller.
Biller Management Module or BMM	Means a web-based application to maintain Participating Biller details that can be accessed by Participating Biller, Payer Bank, Biller Bank and Scheme Operator.
Biller Notification System or BNS	Means an online notification system operated by the Scheme Operator to make available RTNs to Participating Billers that have opted to receive the notifications.
CASA	Means current account and savings account.
Card Accounts	Means credit card account(s), charge card account(s) and prepaid card account(s).
Customer	Means 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: a) Participants post erroneous entries to Participating Billers’/Payers’ bank accounts, or generate invalid, incorrect, misdirected or duplicated Payment Instructions on behalf of Participating Billers’/Payers’ due to technical errors or operational errors; b) Technical or operations errors at the Scheme Operator that results in incorrect or duplicated Payment Instructions; or c) Mistaken Payment Instruction which is directed to the wrong Participating 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 had made a request for refund. 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 Participating Biller (and is not in fact a Participating Biller) or a third party who impersonates a Participating Biller.
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.
IBG Same Day Cut-Off Time	Means the deadline on a Business Day whereby funds from a Payment Instruction: a) Initiated before this deadline would be credited on the same Business Day b) Initiated after this deadline would be credited on the next Business Day.
JomPAY Brand	Means the brand, icon, logo and marks for the JomPAY Scheme.
JomPAY Brand Guidelines	Means the JomPAY branding guidelines which are prescribed and issued by PayNet and will include any variation, addition, amendment or modification made from time to time.
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.
PayNet	Means Payment Network Malaysia.
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: a) are directed to the wrong Customers b) contain incorrect Recipient Reference Numbers c) carry the wrong amount; or d) 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
Operational Procedures	Means the JomPAY operating rules which are prescribed and issued by PayNet and will include any variation, addition, amendment or modification made from time to time.
Participant	Means a bank that is a member of the Scheme.
Participating Biller	Means the Applicant.
Payer	Means individuals, companies, body corporate, businesses (including sole proprietors and partnerships), government agencies, statutory bodies, societies, and other Bank customers that make Payments to Participating 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: <ul style="list-style-type: none"> a) Draw funds from the Payer's bank account; and b) Transmit an IBG entry to transfer funds to the Biller Bank to pay a Participating Biller for a bill.
Real-time Notification or RTN	Means a form of electronic message sent by the Scheme Operator to a Participating Biller 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 Participating Biller.
Recipient Reference Number or RRN	Means a unique identifier assigned by a Participating Biller to a Payer referred as Ref-1 and Ref-2 on a bill.
Responsible Participant	Means a Participant who: <ul style="list-style-type: none"> a) caused an Erroneous Payment Instruction; b) caused funds to be incorrectly debited from Customers; or c) caused funds to be directed to the wrong party.
Reversal	Means a transaction that: <ul style="list-style-type: none"> a) is initiated by a Participating Biller to cancel an Erroneous Payment Instruction; b) may involve the making of a debit or credit adjustment to the account of the Payer to which the Erroneous Payment Instruction relates; and c) may involve an adjustment to the bank account(s) of the Biller named in the Erroneous Payment Instruction, if funds from the Erroneous Payment Instruction have been applied to the bank account(s).
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 given the Payment Instruction which initiated that payment (and from whose account that Payment was debited) or a Payment made by a Payer which is void for any reason other than fraud. It includes cases where the Payment has been made by a third party who has obtained unauthorised access to a Payer's account and makes unauthorised transactions from the Payer's account to make other payments. However, it does not include a Fraudulent Payment Instruction.
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 as provided in the Operational Procedures.

All capitalized terms used herein but not defined shall bear the same meaning as defined in the Common Terms and Conditions.

2.0 JomPAY SCHEME ACCESS

- 2.1 The Bank is a Participant of the Scheme as Biller Bank and the Applicant is a registered Participating Biller under the Scheme.
- 2.2 In consideration of the fees paid to the Biller Bank, the Biller Bank agrees to facilitate the participation of the Participating Biller in the Scheme in accordance with these Terms.
- 2.3 Participating Biller hereby acknowledges that all applicable rules, guidelines, regulations, circular and laws, including but not limited to those issued by the Scheme Operator shall be fully observed by Participating Biller.

3.0 FEES

- 3.1 Participating Biller shall pay the fees as mentioned in the application form to the Biller Bank. The Biller Bank shall be entitled to deduct or set-off any fees payable by the Participating Biller from the Debit Account and where there is insufficient amount, then from such other account(s) of the Participating Biller with the Biller Bank which the Biller Bank deems fit.

4.0 PAYMENT TYPE

- 4.1 Participating Biller shall accept Payments that draw funds from CASA and optionally Payment(s) that draw funds from Card Accounts

5.0 OBLIGATIONS OF PARTICIPATING BILLER

- 5.1 No fees shall be chargeable by the Participating Biller to Payer(s) who make Payment(s) via JomPAY Scheme.
- 5.2 The Participating Biller shall ensure that it has and maintains adequate procedures and systems for receiving and processing promptly Payment Instructions it receives from the Biller 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 Participating Biller.
- 5.3 The Participating Biller must not make any warranty or representation in respect of goods or services supplied which may bind the Biller Bank, Scheme Operator, Payer Bank or any other Participant in the Scheme.
- 5.4 The Participating Biller must establish and maintain a fair policy for correction of errors and facilitate recovery of funds for Mistaken Payment Instructions and Unauthorised Payment Instructions.
- 5.5 The Participating Biller shall consent and allow Biller Bank to disclose its information to the Scheme Operator and / or Payer Bank.
- 5.6 The Participating Biller 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 Participating Biller shall comply with the JomPAY Brand Guidelines at all times.
- 5.7 For the purpose of Clause 5.6, the Participating Biller will be liable for any claims, damages and expenses arising out of or caused to arise from misuse or unauthorized usage of the JomPAY Brand. In the event of such breach, the Participating Biller sublicensed rights of using the JomPAY Brand shall revoke and cease immediately, and whereupon these Terms shall be terminated accordingly. Upon termination, Clause 5.8 shall apply accordingly.

- 5.8 Upon termination of the JomPay services, the Participating Biller shall 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 Participating Biller's access to JomPAY;
 - b) The Participating Biller will continue to maintain an account with the Biller 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; and
 - e) Remove all JomPAY Brand and Marks from the Participating Biller's payment channels; and
 - f) Return to Scheme Operator all software, documents and intellectual property assets for JomPAY.
- 5.9 The Participating Biller agrees that the Bank may conduct audit from time to time to ensure compliance to JomPAY Brand Guidelines and shall furnish such information and proof of compliance as may be requested by the Bank.
- 5.10 The whole of Clause 5 herein shall survive termination of the JomPay services. Termination does not affect either party's rights accrued and obligations incurred before termination.

6.0 OBLIGATIONS OF BILLER BANK

- 6.1 Biller Bank is required to credit Participating Billers' bank accounts with funds from incoming JomPAY Payments and make the incoming funds available for the Participating Billers' unencumbered use within two (2) hours of IBG clearing.
- 6.2 Subject to Clause 3.1 above, Biller Bank must make payment in full to the Participating Biller.
- 6.3 If a Participating Biller receives a RTN, the Biller Bank shall irrevocably guarantee the Participating Biller that the Participating Biller will receive the funds indicated in the RTN. With this irrevocable guarantee that funds will be credited, Participating Biller shall ship goods or deliver services based on the receipt of a RTN.
- 6.4 Biller Bank shall refund transactions fees to the Participating Biller if fees are incurred due to Erroneous Payment Instructions that are not caused by the Participating Biller. However, if Participating Biller opts to partially refund overpayments to Payer, the Participating Biller shall bear the transactions fees for executing the refund.
- 6.5 Biller Bank shall implement reasonable measures that deems necessary to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected.
- 6.6 Biller Bank shall make available to Participating Biller the following information, for the purpose of facilitating the Participating Biller's reconciliation processes and accounting for payment of receipts and fees:
- a) RRN (Ref-1);
 - b) RRN (Ref-2);
 - c) JomPAY Reference Number;
 - d) Transaction Value;
 - e) Debit date and time;
 - f) Payer name;
 - g) Account type;
 - h) Payment channel;
 - i) Gross total transaction value;

- j) Total transaction volume; and
- k) Total fees/commissions charged.

6.7 Biller Bank shall deliver to the Participating Biller, the information described in Clause 6.6, at the minimum in the following manner:

- a) Data files or electronic files;
- b) Statements or e-statements.

7.0 RECOVERY OF FUNDS

7.1 The Participating Biller shall assist the Biller 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 Biller Bank (as the case maybe), in the event that it is found the Participating Biller is responsible for such Mistaken Payment, Unauthorised Payment or Fraudulent Payment (as the case maybe).

7.2 In the event Erroneous Payment is caused by the Participating Biller, the Biller 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.

7.3 If the Participating Biller receives an Unauthorised Payment Instruction, Participating Biller shall:

- a) furnish to the Biller 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;
- b) 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 Participating Biller, 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
- c) immediately provide information required in Clause 7.3 (a) to the Payer Bank to facilitate the Payer Bank investigation.

7.4 If the Participating Biller is the recipient of Fraudulent Payment Instruction, it shall do the following:

- a) immediately takes all practicable measures to prevent the use or application of fraudulently transferred funds for the benefit Beneficiary of Fraud.
- b) furnish to the Biller 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 Beneficiary of Fraud including but not limited to reversing out credits, drawing on deposits or other financial guarantees that the Beneficiary of Fraud place with the Participating Biller, 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;
- d) immediately provide information required in Clause 7.4 (a) to the Payer Bank to facilitate the Payer Bank's investigation;

7.5 If Biller Bank receives request to recover funds that are wrongly credited due to Mistaken Payment Instructions, Unauthorised Payment Instructions, or Fraudulent Payment Instructions, the Biller Bank shall inform the Participating Biller. The Participating Biller must facilitate the recovery of funds process stated in Clause 7.6.

- 7.6 Upon receiving a recovery of funds request, the Biller Bank has the right to debit the Participating Biller's account to recover funds within one (1) Business Day after the following conditions are met:
- 7.6.1 Subject to Clause 7.8, if the recovery of funds request is received within twenty one (21) Business Days from date of Erroneous Payment Instruction/Mistaken Payment Instruction/Fraudulent Payment Instruction and that the following conditions are met:
- a) The Biller Bank is fully satisfied that funds were erroneously credited to the Participating Biller's account;
 - b) The funds have been credited to the Participating Biller's account;
 - c) The Participating Biller has not acted on RTN;
 - d) The RTN has not been delivered to the Participating Biller; and
 - e) There is sufficient balance in the Participating Biller's account to cover the recovery amount.
 - f) The Biller Bank has provided notification to the Participating Biller regarding the debit
- 7.6.2 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/Fraudulent Payment Instruction and that the following conditions are met:
- a) The Biller Bank is fully satisfied that funds were erroneously credited to the Participating Biller's account; and
 - b) There is sufficient balance in the Participating Biller's account;
 - c) The Biller Bank has notified the Participating Biller about the recovery of funds request, furnishing details of the allegedly Erroneous Payment Instruction/Mistaken Payment Instruction/Fraudulent Payment Instruction but the Participating Biller has not provided to the Biller Bank, within fourteen (14) Business Days of the written notification, reasonable evidence that the Participating Biller is entitled to the funds,
- 7.6.3 If the recovery of funds request is received after seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction, and the following conditions are met:
- a) The Biller Bank is fully satisfied that funds were erroneously credited to the Participating Biller's account;
 - b) The Biller Bank has sought the Participating Biller's consent in writing to debit the Participating Biller's account to recover funds, and the Participating Biller has given its gives consent to debit its account.
- 7.7 When Participating Biller receives a written request for consent from Biller Bank as described in Clause 7.6.3 (b), Participating Biller shall not unreasonably withhold consent to debit its account when there is a legitimate recovery of funds request and shall inform the Biller Bank in writing whether consent is granted within fourteen (14) Business Days of the written request for consent.
- 7.8 If the funds have not been credited to the Participating Biller's account and that the Participating Biller has acted on RTN (has delivered goods or has provided services), the Biller Bank may partially debit the funds that has not been applied to deliver goods and services.
- 7.9 Notwithstanding Clause 7.6, if the funds for Erroneous Payment Instruction or Mistaken Payment Instruction cannot be recovered or fully recovered, the amount that cannot be recovered will be deemed an Unrecoverable Loss.
- 7.10 If the Biller Bank has reasonable grounds to conclude that the Participating Biller caused the Unrecoverable Loss, the Biller Bank has the right to freeze funds in the Participating Biller'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.

- 7.11 The Participating Biller 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 Biller Bank to take legal action against the Participating Biller, to the extent permissible by law, to make good the Unrecoverable Loss incurred.
- 7.12 The Biller Bank shall refund JomPAY fees and IBG fees (if applicable) incurred for Mistaken Payments if the error was not caused by the Participating Biller except in situations where the Participating Biller decides to partially refund an overpayment.

Fraudulent Payment Instruction

- 7.13 In the event of Fraudulent Payment Instruction is received by the Participating Biller, the Biller Bank shall do the following:
- a) Notify the Participating Biller the RTNs associated with the Fraudulent Payment Instruction and of the Fraudulent Payment Instruction;
 - b) Investigate the Participating Biller to determine that Participating Biller is implicated in the fraud. If Biller Bank has sufficient grounds to suspect the Participating Biller is involved in the fraud or is benefiting from the fraud, the Biller Bank shall prevent withdrawal or use of the remaining funds in the Participating Biller's account with the Biller Bank until there is satisfactory resolution of Unrecoverable Loss. The Participating Biller shall facilitate the Biller Bank's investigation.
- 7.14 In the event the Participating Biller is responsible for Fraudulent Payment Instruction, Clause 7.11 shall apply accordingly.

8.0 FUNDS AVAILABILITY

- 8.1 Participating Biller shall give credit to the Payer's accounts with the Participating Biller on the Business Day that the Payers initiated the Payment Instruction to the Participating Biller, provided that the Payment Instruction were initiated before the IBG Same-Day Cut-off Time for that Business Day.
- 8.2 Participating Biller hereby acknowledges that Payment Instruction made by the Payer on a Business Day is deemed received by the Participating Biller on the same day, provided that the Payment Instruction was initiated before the IBG Same Day Cut Off for that Business Day.

9.0 DELAY IN PAYMENTS

- 9.1 The Participating Biller 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.
- 9.2 Although it is expected the delay in the Biller Bank performance of these Terms due to reasons specified in Clause 9.1, the delay will not be more than one (1) Business Day.

10.0 DISPUTE RESOLUTION

10.1 Any dispute in the JomPAY including but not limited to adjustments shall be resolved through a dispute resolution process as set out in the Operational Procedures.

10.2 Dispute between Participant and Payer and/or Participating Biller:

10.2.1 Participant shall, in good faith, attempt to settle all disputes or conflicts with Payer and/or Participating Biller arising in connection with the JomPAY Scheme amicably and by mutual agreement;

10.2.2 Scheme Operator will not arbitrate nor mediate disputes between:

10.2.2.1 Participating Biller and the Biller Bank; and

10.2.2.2 Payer and Participating Biller.

However Participating Biller may lodge a complaint with the Scheme Operator if there are allegations of Biller Bank's non-compliance to the JomPAY Scheme Rules. The Scheme Operator shall review of such complaints and allegations in accordance with Clause 10.3.

10.3 Participating Biller 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:

10.3.1 Determination whether there has been non-compliance;

10.3.2 Stipulating remedies for Participant to correct or address the non-compliance; and

10.3.3 Determination if penalties are applicable for the non-compliance.

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

11.0 INDEMNITY

11.1 Subject to the other party's compliance with Clause 11.2, each party ("Indemnifying Party") agrees to indemnify and hold the other party and its employees and agents harmless against any and all losses, expenses, claims, suits, demands, actions, and proceedings including all reasonable legal and other related fees or charges ("Liability") which the other party may suffer or incur or for which the other party may become liable as a result of :

- a) Any negligence, misrepresentation or fraud on the part of the indemnifying party, its employees, and agents with respect to the performance of its obligations or the exercise of any of its rights under these Terms;
- b) Any claim by a Payer, Biller 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 these Terms; or
- d) Any use of the JomPAY Brand by the Indemnifying Party other than as permitted by these Terms.
- 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 11.1 (a) to (d).

11.2 In the event a claim is made against a party in respect of which it is entitled to be indemnified pursuant to Clause 11.1, 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.

11.3 The Biller Bank is not liable to the Participating Biller for any loss or damage suffered by the Participating Biller as result of :

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

12.0 SUSPENSION & TERMINATION

Suspension

12.1 The Scheme Operator or the Biller Bank, as the case maybe, reserve the right to suspend or terminate the Participating Biller access to the Scheme under the following circumstances, which includes, but not limited to :

- 12.1.1 The Biller breached ~~these Terms~~ these Terms agreement, applicable rules, guidelines, regulations, circular or laws related to JomPAY that was communicated to the Biller by the Biller Bank;
- 12.1.2 The Participating Biller fails to remedy the breach described in Clause 12.1.1 to the Biller Bank's satisfaction;
- 12.1.3 The Scheme Operator or the Biller Bank have determined that the Participating Biller 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;
- 12.1.4 Court order affecting the Participating Biller's membership in the Scheme and/or the legal status of the Participating Biller;
- 12.1.5 Directive(s) issued by regulatory or government authority affecting the Participating Biller's membership in the Scheme and/or its legal status;
- 12.1.6 An application is made to the court either voluntarily or involuntarily for an order that the Participating Biller be wound up;
- 12.1.7 The Participating Biller is deemed unable to pay its debt and should be wound up under statutory laws; or
- 12.1.8 The Participating Biller is suspected on reasonable grounds that it has committed or will commit fraudulent act in connection with the Scheme;
- 12.1.9 Scheme operator has determined that the Participating Biller is inactive in the Scheme, after a period of 12 months in which the Participating Biller does not receive any Payment Instructions.

12.2 The Biller Bank may at any time suspend or terminate the participation of the Participating Biller in the Scheme by giving notice in writing specifying a date for that suspension, and any conditions applicable to it, under the following circumstances including but not limited to :

- 12.2.1 The Biller Bank forms a reasonable view that the Participating Biller is not meeting its obligations under these Terms;
- 12.2.2 The Participating Biller is suspected on reasonable grounds to be engaging in fraudulent activity in connection with the Scheme; and
- 12.2.3 The Biller Bank has received complaints from other Participating Biller(s), other Biller Bank(s), Payer Bank or Payer that the Participating Biller is engaging in fraudulent activity in connection with the Scheme; or
- 12.2.4 The Participating Biller has been suspended from the Scheme by other Biller Bank(s) due to breach of provisions of these Terms or the Operational Procedures.

12.3 Upon suspension of the Participating Biller in the Scheme :

- 12.3.1 The services provided under the Scheme will be suspended immediately;
- 12.3.2 The Participating Biller will no longer have access to BMM ;
- 12.3.3 The Participating Biller will stop issuing any bills to Payer or accept Payments from Payer

- Bank(s);
- 12.3.4 The Participating Biller will no longer have access to the Biller Bank(s) that the Participating Biller is connected to via its Biller Code(s);
 - 12.3.5 The Participating Biller is responsible for finding alternative method to issue Bills during the suspension period;
 - 12.3.6 The Participating Biller must take all reasonable steps to assist the Biller Bank to notify each Payer affected by the action that the Participating Biller is no longer participating in the Scheme, in the form directed by the Biller Bank;
 - 12.3.7 The Participating Biller must cease all promotional and advertising that is related or can be perceived to be related to JomPAY Scheme;
 - 12.3.8 The Participating Biller remove all JomPAY Brand from the Participating Biller's marketing collaterals, channels and website; and
 - 12.3.9 The Participating Biller must take all reasonable steps to comply with any directions of the Biller Bank to minimise the impact on Payer of the suspension or termination.

Termination

- 12.4 The Scheme Operator or the Biller Bank, as the case maybe, reserve the right to terminate the services provided under these Terms or JomPAY Scheme under the following circumstances, which includes, but not limited to :
 - 12.4.1 These Terms between the Participating Biller and the Biller Bank is terminated or expired;
 - 12.4.2 It is determined by the Biller Bank that the Participating Biller breached the Operational Procedure, these Terms, applicable rules, guidelines, regulations, circulars or laws;
 - 12.4.3 The Participating Biller fails to remedy or take adequate steps to remedy its default under these Terms to the satisfaction of the Biller Bank or the Scheme Operator, as the case maybe, within thirty (30) days after notice of the default is given by Scheme Operator;
 - 12.4.4 The Scheme Operator or the Biller Bank has determined that the Participating Biller 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;
 - 12.4.5 Court order(s) affecting the Participating Biller or the Biller Bank(s) membership and/or legal status;
 - 12.4.6 Directive(s) issued by regulatory or government authority affecting the Participating Biller or the Biller Bank(s) membership and/or legal status;
 - 12.4.7 The Participating Biller(s) insolvency;
 - 12.4.8 The Biller Bank's membership in the Scheme, IBG or RENTAS is terminated or suspended and the Participating Biller has not appointed a replacement Biller Bank;
 - 12.4.9 The Scheme Operator has determined the Participating Biller is inactive or the Participating Biller is deemed inactive when there are no JomPAY transactions for a period of twelve (12) consecutive months
- 12.5 Upon termination of these Terms, the participation of the Participating Biller in JomPAY Scheme is automatically terminated.
- 12.6 Upon termination of these Terms, the Participating Biller no longer has access to JomPAY Scheme and the services provided under the JomPAY Scheme.

13.0 ADVERTISEMENT AND USE OF LOGO

- 13.1 The Participating Biller must use the appropriate denotation or legend of trademark registration or ownership in connection with JomPAY Brand, as required or consented to by the Biller Bank.
- 13.2 The Participating Biller 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 Participating Biller accepts Payment Instruction through the Scheme.

- 13.3 In the event of non-compliance or infringement or potential infringement or misuse of the JomPAY Brand, the Scheme Operator or the Biller Bank have the absolute right to revoke the consent granted and the Participating Biller shall cease all use of the denotation and trade mark of the JomPAY Brand by the Participating Biller with or without giving reason whatsoever.
- 13.4 If the Participating Biller 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 Participating Biller 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 Biller Bank, and the Biller Bank gives its written approval to that specification prior to such use.
- 13.5 The Participating Biller must not use the JomPAY Brand in such a way to create an impression that the goods or services offered by the Participating Biller are sponsored, produced, offered or sold by the owner of the JomPAY Brand. The Participating Biller 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.
- 13.6 JomPAY Brand, notify the Biller Bank.

14.0 APPLICATION OF OPERATIONAL PROCEDURE

- 14.1 The Participating Biller agrees that provisions contained in the Operational Procedure shall be read together with these Terms for the benefit of the Biller Bank. In the event of any conflict or inconsistency between these Terms and the provisions contained in the Operational Procedure, the latter shall prevail.

15.0 OBLIGATIONS AND DUTIES OF THE BILLER BANK

- 15.1 Notwithstanding any provisions to the contrary, the Biller Bank is not obliged or is not bound to perform or carry out any obligations and/or duties set out in this Terms on the Biller Bank if to do so would be impossible, impractical, unreasonable, too onerous or outside the control of the Biller Bank.