

FPX TERMS AND CONDITIONS

1 FPX SYSTEM ACCESS

- 1.1 RHB BANK BERHAD is a Participant of the FPX service (hereinafter referred to as “the Acquirer”) and Seller is a registered merchant under the FPX service.
- 1.2 In consideration of the fees paid to the Acquirer, the Acquirer agrees to facilitate the participation of the Seller in the FPX service in accordance with this agreement.
- 1.3 The Acquirer may vary these Terms at any time by written notice.
- 1.4 In the event of any inconsistency between these Seller Terms and the RHB Pay Terms and Conditions, the RHB Pay Terms and Conditions shall prevail, except where these Terms and Conditions expressly govern the FPX service.

2 PAYMENT TYPE

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

3 OBLIGATIONS OF SELLER

- 3.1 The Seller shall all the times during the subscription period maintain at minimum one registered banking account for FPX services.
- 3.2 Acquiring Bank and PayNet shall not be liable for any loss arising from lack of completeness, sufficiency and accuracy of messages or for any unauthorized messages sent by the Seller.
- 3.3 The Seller shall, always comply with the Consumer Protection Act 1999, as the Seller is prohibited to use misleading and deceptive conduct, false misrepresentation and unfair claims in selling their products or services.
- 3.4 The Seller shall not be involved or engaged in business activities that contravene the Laws of Malaysia.
- 3.5 The Seller 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 Acquirer.
- 3.6 The Seller 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.

- 3.7 The Seller shall ensure that all requirements stipulated in the FPX integration guideline provided in [<https://fpexchange.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:
- 3.7.1 Display of FPX Participating Banks at the Seller's web portal must be in accordance with the FPX integration guideline.
- 3.7.2 Notification to Buyers that FPX service is available 24 hours daily, subject to Participating Banks' Internet Banking services availability.
- 3.7.3 The Seller shall take all possible measures to ensure that Buyers' Internet Banking security credentials used in the course of a transaction at the Seller'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:
- i. The Seller shall not intercept, capture or store Buyers' Internet Banking security credentials;
 - ii. The Seller shall not facilitate or allow the interception, capturing or storage of Buyers' Internet Banking security credentials;
 - iii. The Seller shall not through its action or omission, risk the exposure of the Buyers' Internet Banking security credentials to any party.
- 3.7.4 The Seller shall ensure the confidentiality, integrity and security of Buyers' information entered at the Seller's website.
- 3.8 The Seller must not make any warranties or representations in respect of goods or services supplied which may bind the Acquirer, FPX Operator, Buyer Bank or any other Participants in the FPX service.
- 3.9 The Seller must establish and maintain a fair policy for resolving Buyers' disputes and/or claims.
- 3.10 The Seller 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 Seller shall always comply with the FPX Brand Guidelines.
- 3.11 For the purpose of **Clause 3.10**, the Seller 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 Seller sub-licensed rights of using the FPX Brand shall be revoked and ceased immediately, whereupon this agreement shall be terminated accordingly. Upon termination, **Clause 10.4** shall apply accordingly.
- 3.12 The Seller shall consent and allow the Acquirer 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.

- 3.13 The Seller shall notify the Acquirer immediately if it becomes aware of any non-compliance to this agreement.
- 3.14 The Seller's configuration shall be performed by the Seller with assistance from the Acquirer.
- 3.15 The Seller that is acquired by Acquiring Banks shall get their security key generated and certified before generating and sending any message to FPX.
- 3.16 The Seller that is acquired by Acquiring Banks 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.
- 3.17 The Seller shall ensure each transaction that is sent to FPX for processing has a unique payment reference number known as Seller Order Number.
- 3.18 The Seller shall advise the Buyer to authorize their pending B2B transactions before escalating to the FPX Operator in the event of any discrepancy.
- 3.19 The Seller shall ensure that their customers are aware that payments can be made via FPX. Sellers shall raise awareness and promote the use of FPX through the Seller's websites, mobile apps, and other means of communications.
- 3.20 **Clause 3.5.4, 3.7 and 3.9** herein shall survive termination of this agreement. Termination does not affect either party's rights accrued and obligations incurred before termination.

4 OBLIGATIONS OF ACQUIRER

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

5 GOODS AND/OR SERVICES DELIVERY

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

6 FRAUD AND SECURITY

- 6.1 Sellers 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.
- 6.2 Sellers shall also comply with all applicable laws of Malaysia in relation to fraud.
- 6.3 In the interest of safeguarding the integrity of the FPX service, Sellers grant the FPX Operator and/or the Acquirer the absolute authority to direct Sellers to take any measure that the FPX Operator and/or the Acquirer deems necessary to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected. Sellers receiving such a directive shall promptly comply with the directive.

7 BUYER'S DISPUTES/CLAIMS

- 7.1 The Seller shall assist the Acquirer with investigation related to Buyer's disputes and requests for refunds in accordance with the following process and timelines.
- 7.2 If a valid request to recover funds was received by the Seller within sixty (60) days of the Buyer's FPX payments, the Seller shall address the Buyer's disputes / claims to the Buyer's satisfaction.
- 7.2.1 Buyers may submit requests for refunds to their Sellers for the following reasons after FPX payments have been made:
- i. Goods or services purchased were not provided or rendered due to the Seller's non-performance or insolvency;
 - ii. Goods purchased were damaged or defective;
 - iii. Goods purchased not as described or as advertised by the Sellers;
 - iv. Goods purchased were not genuine, counterfeit or fake;
 - v. Buyers' bank accounts were erroneously debited multiple times for a single purchase or charged an incorrect amount by Sellers.
- 7.2.2 Upon receiving a request for refund, the Seller shall respond to all requests for refunds within seven (7) Business Days of receipt. The Seller shall ensure that the refund claims are addressed within the seven (7) Business Days timeframe.
- 7.2.3 The Seller shall liaise with Acquiring Bank for the crediting of payment and availability of fund for withdrawal or cash withdrawal.

7.3 The Seller 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 Seller's performance of its obligations. If the Seller is unable to furnish evidence within the timeframe specified in **Clause 7.2.2** or the evidence does not conclusively¹ refute the Buyer's refund claim, the Seller is required to refund the purchase proceeds to the Buyer within three (3) Business Days.

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

7.4 If the Seller is not able to adequately refute a refund claim in accordance with Clause 7.3, the Acquirer shall have the right to debit any of the Seller's account(s) maintained with the Acquirer for the recovery of the disputed sum either entirely or partially.

7.5 The Seller shall be liable for any of Buyer's claim or complaints lodged concerning the lack of compliance or the goods/services with the Buyer's purchase order. For these purposes, the Seller shall at its own expense resolve any claims or complaints lodged by the Buyer without any involvement of PayNet.

7.6 Any refund, reversal, dispute or claim arising from any Transaction, including but not limited to rejected, defective or undelivered goods and/or services, shall be resolved solely between the Seller and the Buyer. For the avoidance of doubt, such matters shall be handled either manually or through the FPX system without any reference to or involvement of PayNet.

8 DISPUTE RESOLUTION

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

8.1.1 Determination whether there has been non-compliance;

8.1.2 Stipulating remedies for the Acquirer to correct or address the non-compliance; and

8.1.3 Determination if penalties are applicable for the Acquirer's non-compliance.

8.2 All decisions rendered by FPX Operator in response to complaints from Sellers shall be binding on the Acquirer.

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

9 INDEMNITY

- 9.1 Subject to the Acquirer and Seller's (hereinafter referred to as "party" or "party's") compliance with **Clause 9.3**, 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:
- 9.1.1 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 this agreement;
 - 9.1.2 Any claim by a Buyer, Acquirer, Buyer Bank, FPX Operator or any other person for any breach by the Indemnifying Party of any applicable laws;
 - 9.1.3 The failure of the Indemnifying Party to observe any of its obligations under this agreement; or
 - 9.1.4 Any use of the FPX Brand by the Indemnifying Party other than as permitted by this agreement.
 - 9.1.5 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 9.1.1 to 9.1.4**.
- 9.2 In the event a claim is made against a party in respect of which it is entitled to be indemnified pursuant to **Clause 9.1** 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.
- 9.3 The Acquirer is not liable to the Seller for any loss or damage suffered by the Seller as result of the delay or disruption caused by any system failure beyond the Acquirer's reasonable control. For the purposes of this clause, loss or damage includes any consequential or economic loss or damage.
- 9.4 To the fullest extent permitted by law, the Acquirer, PayNet, and their respective affiliates, officers, employees and agents shall not be liable for any loss, damage, costs or expenses (whether direct, indirect, incidental or consequential), including but not limited to loss of business, loss of profits, loss of goodwill, loss of data or third-party claims, arising out of or in connection with:
- a) any delay, omission, interruption or error in the transmission or processing of Transactions;
 - b) any failure, malfunction or unavailability of the FPX system; or
 - c) any act, fraud, omission, negligence or misconduct of the Seller.

This clause shall apply even if the Acquirer or PayNet has been advised of the possibility of such losses. Clause 9.4 shall prevail over any other provision relating to liability.

10 SUSPENSION & TERMINATION

Suspension

- 10.1 The FPX Operator or the Acquirer, as the case maybe, reserves the right to suspend the participation of the Seller in the FPX service by giving notice in writing specifying the suspension date and any conditions applicable to the suspension, under the following circumstances:
- 10.1.1 FPX Operator or the Acquirer has determined that the Seller breached this agreement, or any applicable rules, guidelines, regulations, circular or laws;
 - 10.1.2 The Seller fails to remedy the breach described in **Clause 10.1.1** to the Acquirer's satisfaction;
 - 10.1.3 FPX Operator or the Acquirer has determined that the Seller 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;
 - 10.1.4 Court order(s) affecting the Seller's membership in the FPX service and/or the legal status of the Seller;
 - 10.1.5 Directive(s) issued by regulatory or government authority affecting the Seller's membership in the FPX services and/or its legal status;
 - 10.1.6 An application is made to the court either voluntarily or involuntarily for an order that the Seller be wound up;
 - 10.1.7 The Seller is deemed unable to pay its debt and should be wound up under statutory laws;
or
 - 10.1.8 The Seller 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;
 - 10.1.9 The Acquirer has received complaints from other Seller(s), other Acquirer(s), Buyer Bank or Buyer that the Seller is engaging in fraudulent activity in connection with the FPX service; or
 - 10.1.10 The Seller has been suspended from the FPX service by other Acquirer(s) due to breach of provisions of this Agreement, or any applicable rules, guidelines, regulations, circular or law.
 - 10.1.11 The Seller's death, bankruptcy or lack of legal capacity, or that the Seller committed an act of bankruptcy, or that a bankruptcy petition has been presented against the Seller; or

- 10.2 Upon suspension of the Seller in the FPX services:
- 10.2.1 The services provided under FPX system will be suspended immediately;
 - 10.2.2 The Seller will no longer have access to FPX Webview;
 - 10.2.3 The Seller will stop sending debit request to FPX system or accept payments from Buyer Bank(s);
 - 10.2.4 The Seller will no longer have access to the Acquirer(s) that the Seller is connected to via its Exchange ID / Seller ID(s);
 - 10.2.5 The Seller must take all reasonable steps to assist the Acquirer to notify each Buyer affected by the action that the Seller is no longer participating in the FPX service, in the form directed by the Acquirer;
 - 10.2.6 The Seller must cease all promotional and advertising that is related or can be perceived to be related to FPX service;
 - 10.2.7 The Seller must remove all FPX Brand from the Seller's marketing collaterals, channels and website; and
 - 10.2.8 The Seller must take all reasonable steps to comply with any directions of the Acquirer to minimise the impact on Buyer of the suspension.

Termination

- 10.3 FPX Operator or the Acquirer, as the case maybe, reserves the right to terminate the services provided under this agreement or the FPX service under the following circumstances, which includes, but not limited to:
- 10.3.1 This agreement between the Seller and the Acquirer is terminated or expired;
 - 10.3.2 The Acquirer or the FPX Operator has determined that the Seller has breached this agreement, or any applicable rules, guidelines, regulations, circulars or laws;
 - 10.3.3 The Seller fails to remedy or take adequate steps to remedy its default under this agreement to the satisfaction of the Acquirer or the FPX Operator, as the case maybe, within a time period as specified in the notice of the default given by the Acquirer;
 - 10.3.4 The FPX Operator or the Acquirer has determined that the Seller has inadequate operational controls or insufficient risk management processes resulting in potential threats to the stability, integrity, safety and efficiency of the FPX service;
 - 10.3.5 Court order(s) affecting the Seller or the Acquirer(s) membership and/or legal status;

- 10.3.6 Directive(s) issued by regulatory or government authority affecting the Seller or the Acquirer(s) membership and/or legal status;
- 10.3.7 An application is made to the court either voluntarily or involuntarily for an order that the Seller be wound up;
- 10.3.8 The Seller is deemed unable to pay its debt and should be wound up under statutory laws;
or
- 10.3.9 The Acquirer's membership in the FPX service or RENTAS is terminated or suspended and the Seller has not appointed a replacement Acquirer;
- 10.3.10 The FPX Operator has determined the Seller is inactive or the Seller is deemed inactive when there are no FPX transactions for a period of twelve (12) consecutive months.
- 10.4 Upon termination of this agreement, the Seller 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 Seller'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 Seller's payment channels and websites.
- 10.5 Upon termination of this agreement, the participation of the Seller in FPX service is automatically terminated and the Seller will no longer have access to the FPX system and services provided under the FPX system.
- 10.6 Termination of the Seller in the FPX service shall not extinguish any outstanding right or liability arising under this agreement.
- 10.7 The Seller's participation in the FPX service shall be automatically terminated if the Exchange through which the Seller is connected to the FPX system is terminated or suspended.

11 ADVERTISEMENT AND USE OF LOGO

- 11.1 The FPX Operator owns all rights, titles and interest in the FPX Brand and the FPX Operator and/or the Acquirer may specify and may at any time amend the requirements relating to the use and/or display of the FPX Brand.
- 11.2 The Seller shall comply with the requirements, process and/or guidelines prescribed by the FPX Operator in using the FPX Brand.

- 11.3 The Seller 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 Acquirer.
- 11.4 The Seller shall only use the FPX Brand for the sole purpose of publicising, indicating and advertising that the Seller accepts payment requests through the FPX service.
- 11.5 The FPX Operator and/or the Acquirer have the right to direct the Seller to make changes to their use of the FPX Brand to rectify any non-compliance or potential non-compliance.
- 11.6 The FPX Operator, may at any time, in its absolute discretion, direct a Seller to cease using the FPX Brand where such use is in breach of this agreement.
- 11.7 The Seller must not use the FPX Brand in such a way to create an impression that the goods or services offered by the Seller are sponsored, produced, offered or sold by the owner of the FPX Brand. The Seller 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.
- 11.8 In the event of termination of the Seller's access in FPX service, the Seller's sub-licensed use of the FPX Brand shall be automatically revoked on the day that the cessation of the Seller's access takes effect.
- 11.9 The Seller must immediately on becoming aware of any infringement or potential infringement of the FPX Brand, notify the Acquirer.

12 FEES

- 12.1 The Seller shall pay the following fees:

No	Fee Type	Amount (RM)
1	CASA Fee	<ul style="list-style-type: none"> • B2C: RM1.00 per transaction • B2B: RM2.00 per transaction
2	CCA Fee	<ul style="list-style-type: none"> • B2C: RM1.00 + 0.30% per transaction value • B2B: RM2.00 + 0.30% per transaction value
3	Membership or Maintenance Fee	Free of Charge
4	Inactive Seller Fee	Free of Charge
5	Admission of Registration Fees	Free of Charge
6	FPX Certificate Renewal Fee	Waived
7	FPX Online Refund Fee (Applicable once subscribed by the Seller)	RM0.50 per transaction

12.2 In the event of any inconsistency between the fees stated in clause 12.1 and those stated in the duly signed by the Merchant RHB Pay Letter of Offer, the fees set out in the RHB Pay Letter of Offer shall prevail.

13 DISCLAIMER

13.1 FPX Operator and Acquirer 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 Seller arising out of or caused by the Acquirer in connection with the operations and services provided by the Acquirer in the FPX service. The Seller agrees that it will communicate and resolve any dispute in relation to the aforesaid matters with the Acquirer.

14 CONFIDENTIALITY

14.1 The Seller shall treat any information it receives or possess as result of this agreement, as confidential and will not use such information other than for the purposes which it was given (hereinafter referred to as "Confidential Information"). The Seller shall take all necessary steps and precautions to protect the Confidential Information against unauthorised use and/or disclosure in violation of this agreement.

14.2 The Seller shall not, without the prior written consent of the Acquirer, disclose the Confidential Information to any other person, save for their employees, representatives and suppliers (hereinafter referred to as "Representatives") on a need to know basis to assist the Seller to undertake and complete the FPX service.

14.3 The Seller agrees that any violation by its Representatives of the terms and conditions of confidentiality set out in this agreement shall be deemed as a breach by the Seller of this agreement.

14.4 The Seller shall notify the Acquirer in writing immediately upon the Seller becoming aware of the occurrence of any unauthorised release of Confidential Information or other breach of this agreement.

14.5 The Seller's obligations as to confidentiality shall survive the expiration or termination of their access in the FPX service or this agreement.

14.6 Clause 14.1 shall not apply to information which:

- a) Is or has at the time of use or disclosure become public knowledge without any breach of this agreement by the parties;
- b) 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 party on a non-confidential basis through no wrongful act of the party;

- c) Is lawfully obtained by a party from third parties without any obligation by the party to maintain the information proprietary or confidential;
- d) Is known by a party prior to disclosure hereunder without any obligation to keep it confidential and such information was not disclosed by the other party under this agreement;
- e) Is independently developed by a party without reference to or use of the other party's Confidential Information;
- f) 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 Party is required by law to make such disclosure. The Party shall give notification as soon as practical prior to such disclosure being made.

15 PERSONAL DATA PROTECTION

- 15.1 The Seller consents to the provision and use of information supplied to the FPX Operator and/or the Acquirer in connection with the FPX service. The Seller further agrees to notify the FPX Operator and/or the Acquirer 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 outdated.
- 15.2 The Seller 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 Acquirer, Buyer Bank and FPX Operator to breach any personal data protection laws.

16 VARIATION AND WAIVER

- 16.1 The Acquirer may change the terms of this agreement at any time in writing and such change shall take effect from the date specified in the notice.
- 16.2 Any provisions herein cannot be waived except in writing signed by the party granting the waiver.

17 SEVERABILITY

- 17.1 If the whole or any part of a provision of this agreement is void, unenforceable or illegal in one jurisdiction, the remainder of this agreement shall be enforceable and valid in other jurisdictions.

18 FORCE MAJEURE

- 18.1 Neither party shall be liable for any loss or damage (including direct or consequential), for failure to observe or perform its obligations under this agreement for reasons which could not be

reasonable diligence be controlled or prevented, 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 ANTI-BRIBERY AND ANTI-CORRUPTION

- 19.1 The Seller represents and warrants that it shall comply with all applicable anti-bribery and anti-corruption laws and regulations, including but not limited to the Malaysian Anti-Corruption Commission Act 2009, and shall ensure such compliance by its directors, employees, agents and any person acting on its behalf.
- 19.2 The Seller further undertakes that it shall not, directly or indirectly, offer, promise, give, solicit or receive any bribe or other improper advantage in connection with this Terms and Conditions, and shall maintain adequate policies and procedures designed to prevent bribery and corruption.
- 19.3 The Seller shall promptly notify the other upon becoming aware of any actual or suspected breach of this Clause and shall provide such information and assistance as reasonably required in connection with any investigation.
- 19.4 Without prejudice to any other rights or remedies, RHB may, upon written notice, suspend or terminate the Seller's access to the FPX Services if RHB reasonably believes that the Seller is in breach of this Clause or where such suspension or termination is necessary to comply with applicable laws, regulatory requirements, or to mitigate legal or reputational risk.

20 TAXES

- 20.1 Where taxes are imposed by the relevant authorities at any time and from time to time that is applicable to any supplies of goods or services made by the Seller under this agreement ("Taxes"), the Seller is entitled to charge the Taxes on the payment of such supply of goods and services.
- 20.2 All Taxes arrangements herein shall be subjected to the prevailing laws and regulations. The Acquirer reserves the right to amend this **Clause 20** should there be any changes to such laws and regulations.

21 NOTICES

- 21.1 Notices required or permitted to be given hereunder shall be in writing and shall be deemed to have been validly given to the Acquirer or to the Seller if delivered personally or sent by facsimile or registered post to the respective party at the address the recipient may have notified to the other party hereto in writing, from time to time, and if so given shall, be deemed to have been received:-
- a) in the case of a letter delivered by hand, upon receipt thereof;

- b) in the case of a letter sent by registered post, on the third (3rd) business day after posting;
- c) in the case of a facsimile on the business day upon complete transmission provided that, a facsimile transmission report is generated by the sender's facsimile machine recording a message from the recipient facsimile's machine, confirming that the facsimile was sent to the number indicated above and confirming that all pages were successfully transmitted.

22 COSTS

- 22.1 Each party shall bear its own costs arising out of the negotiation, preparation and execution of this agreement. Stamp duty payable on or in connection with this agreement shall be borne by the Seller.

23 GOVERNING LAW

- 23.1 This agreement shall be governed by the laws of Malaysia and parties hereto submit to the jurisdiction of the Courts of Malaysia in all matters connected with the obligations and liabilities of the parties under this agreement.

24 REPRESENTATION AND WARRANTIES

- 24.1 Except as otherwise specifically provided herein, the Acquirer makes no representations nor warranties in respect of:-

24.1.1 the currency, security, accuracy, availability and/or uninterrupted feed of or access to the FPX service, the Payment, the Acquirer's banking services, products and/or systems, including but not limited to any implied warranty of merchantability or fitness for purpose;

24.1.2 the Seller's acts, errors, omissions, negligence or wilful default in relation to the Payment and/or any other related matter hereunder (including but not limited to the Seller's default of applicable terms and conditions); and/or

24.1.3 the accuracy, completeness or security of the FPX service chosen by the FPX Operator.

- 24.2 The Seller warrants and represents to the Acquirer that:-

24.2.1 its use of the FPX service and its execution and performance of this agreement and any enforcement thereof is not precluded, invalidated, prohibited or restricted in any manner whatsoever by any law, rule and/or regulation from time in force in Malaysia or by the lack of the necessary approval(s) of any relevant governmental body or regulatory authority or by any article in its Memorandum and/or Articles of Association or other article of constitution or by the operation of any agreement with any third party;

- 24.2.2 it has the appropriate approvals, licenses and other necessary consents from the relevant authorities, and the financial, operational and other required capability, to continue to provide the FPX service to the Buyers;
- 24.2.3 all information and materials provided by it as required hereunder are complete, accurate and suitable to be used by the Acquirer for the intended purposes and do not infringe or violate any third party's intellectual property, moral or privacy rights;
- 24.2.4 has acquired and/or is maintaining the appropriate hardware, software, communication equipment, access to the Internet, the appropriate licenses, and such other equipment and/or things necessary for the due performance of its obligations hereunder.
- 24.3 The Seller hereby acknowledges that the Acquirer shall rely upon the Seller's warranties and representations herein without any obligation to verify the truthfulness, accuracy or completeness of the same.

25 SECRECY PROVISIONS

- 25.1 The Seller acknowledges that, in connection with its use of the FPX Services, it may have access to or process information relating to customers, transactions, or payment data ("Customer Information"). The Seller shall:
- a) implement and maintain reasonable and appropriate technical and organisational security measures to safeguard such Customer Information against unauthorised access, disclosure, misuse, loss or alteration by whatever means in accordance with applicable laws and industry standards;
 - b) ensure that access to Customer Information is restricted to its personnel on a need-to-know basis for the purposes of performing its obligations under these Terms and Conditions;
 - c) ensure that its personnel are informed of, understand and undertake to comply with the confidentiality obligations including its prohibition on disclosure by whatever means relating to Customer Information to any person for any purpose other than that which is specified in the terms & conditions, permitted under the written law or approved by BNM, as the case may be (including after the end of the contract term);
 - d) investigate any customer information breach to determine when and how the breach occurred;
 - e) notify RHB within 24 hours upon becoming aware of any actual or suspected unauthorised access, disclosure or breach involving Customer Information; and
 - f) comply with all applicable laws, regulatory requirements, and FPX rules relating to the protection and handling of Customer Information.

- g) ensure the adequacy and effectiveness of its policies and procedures to protect RHB's Customer Information;
- h) conduct robust vetting on its personnel who handles Customer Information;
- i) destroy or return all customer information to RHB upon the expiry or termination of the Seller's service with RHB; and
- j) allow RHB to audit or inspect how Customer Information is safeguarded.

26 Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLA")

26.1 The Seller hereby represents, warrants and undertakes that the Seller:

- (i) has not engaged, and shall not at any time engage, directly or indirectly, in a transaction that involves proceeds of an unlawful activity or instrumentalities of an offence;
- (ii) has not acquired, received, possessed, disguised, transferred, converted, exchanged, carried, disposed of or used, and shall not at any time acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose of or use, proceeds of an unlawful activity or instrumentalities of an offence;
- (iii) has not removed from or brought into Malaysia, and shall not at any time remove from or bring into Malaysia, proceeds of an unlawful activity or instrumentalities of an offence;
- (iv) has not concealed, disguised or impeded, and shall not at any time conceal, disguise or impede, the establishment of the true nature, origin, location, movement, disposition, title of, rights with respect to, or ownership of, proceeds of an unlawful activity or instrumentalities of an offence;
- (v) will at all times comply with the Regulatory Requirements at Section 26.3;
- (vi) will be fully liable if found to have contravened the Regulatory Requirements causing legal repercussion to RHB due to actions of the Seller; and
- (vii) understands that any breach(es) due to AMLA and sanction requirements are non-negotiable.

26.2 For the purpose of this Clause, the following are the definitions:

"instrumentalities of an offence" means:

- a) anything which is used in, or in connection with, the commission of any unlawful activity; or
- b) any property which is wholly or partly used in, or in connection with, the commission of any unlawful activity,

whether the thing or property is situated within or outside Malaysia.

“proceeds of an unlawful activity” means any property, or any economic advantage or economic gain from such property, within or outside Malaysia:

- a) which is wholly or partly:
 - (i) derived or obtained, directly or indirectly, by any person from any unlawful activity;
 - (ii) derived or obtained from a disposal or other dealings with the property referred to in subparagraph (i); or
 - (iii) acquired using the property derived or obtained by any person through any disposal or other dealings referred to in subparagraph (i) or (ii); or
- b) which, wholly or partly, due to any circumstances such as its nature, value, location or place of discovery, or to the time, manner or place of its acquisition, or the person from whom it was acquired, or its proximity to other property referred to in subparagraph (a)(i), (ii) or (iii), can be reasonably believed to be property falling within the scope of subparagraph (a) (i), (ii) or (iii);

“property” means:

- a) assets of every kind, whether corporeal or incorporeal, moveable or immovable, tangible or intangible, however acquired; or
- b) legal documents or instruments in any form, including electronic or digital, evidencing title to, or interest in, such assets, including currency, bank credits, deposits and other financial resources, traveller’s cheques, bank cheques, money orders, capital market products, drafts and letters of credit,

whether situated within or outside Malaysia, and includes a legal or equitable interest, whether full or partial, in any such property;

“unlawful activity” means:

- a) any activity which constitutes any serious offence or any foreign serious offence; or
- b) any activity which is of such a nature, or occurs in such circumstances, that it results in or leads to the commission of any serious offence or any foreign serious offence,

regardless whether such activity, wholly or partly, takes place within or outside Malaysia;

“serious offence” means:

- a) any of the offences specified in the Second Schedule of AMLA;
- b) an attempt to commit any of those offences; or
- c) the abetment of any of those offences;

“transaction” includes an arrangement to open an account involving two or more persons and any related transaction between any of the persons concerned and another.

22.3. The Seller acknowledges and agrees that:

- a) RHB is obliged to comply with all applicable laws, regulations, directives, policy documents, guidelines, practice directions, sanctions, industry standards and practices and other requirements, including without limitation the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, the Strategic Trade Act 2010, Financial Services Act 2013 (and any subsequent amendments thereto), to which RHB as a licensed financial institution may from time to time be subject to in Malaysia (collectively, “Regulatory Requirements”);
- b) RHB shall be entitled to do or refrain from doing any act or thing, for compliance with the Regulatory Requirements;
- c) if RHB is of the opinion that any event or circumstance (whether related or not), which would make it unlawful or illegal for RHB to approve/execute the FPX Services transaction has occurred or arisen, or the approval/execution of the FPX Services transaction would contravene any of the Regulatory Requirements (in whole or in part), including without limitation RHB’s receipt of any alert or positive name match from the relevant checks conducted on the Seller and any related third party involved in the underlying transaction(s) (including without limitation the vendor/ developer/ promoter/ agent/ trustee/ supplier who are involved in the provision of Services) by RHB pursuant to the Regulatory Requirements, then, notwithstanding anything to contrary contained in this Terms and Conditions, RHB shall, at any time by giving not less than seven (7) business days written notice or such shorter period as required or permitted by such Regulatory Requirements, be entitled to:-
 - (i) suspend the FPX Services, and do all such acts and things as may be necessary to comply with the Regulatory Requirements; and/ or
 - (ii) cancel the FPX Services and terminate its relationship with the Seller, and do all such acts and things as may be necessary to comply with the Regulatory Requirements.
- d) if the FPX Services is cancelled/ terminated by RHB pursuant to their compliance to Regulatory Requirements:
 - (i) no utilisation or further utilisation of the services under the Terms and Conditions shall be made allowed; and
 - (ii) RHB shall be entitled to exercise all or any of its rights and remedies available to it under the Terms and Conditions, the applicable laws or otherwise;

- e) it shall provide all such documents and information as RHB may require (at all times during the term of the FPX Services) for the purposes of complying with the Regulatory Requirements;
- f) RHB shall be entitled to stop all services to be performed and received under the FPX Services, until such further notice (revocation order) is received from the said enforcement agency or the cease of the order (whichever the first); or unless there is a variation order.

27 DEFINITIONS AND INTERPRETATION

27.1 Definitions of frequently used terms in this agreement are as follows:-

Term	Description
Acquirer	A participating Financial Institution or non-Financial Institution that acquires an exchange and/or Seller to provide or subscribe to FPX services.
Acquiring Bank	a participating bank that is appointed by a Seller to facilitate the Seller's collection of online payments via FPX. The Acquiring Bank validates the crediting request received from FPX system and credits payments to the Seller's bank account
Bank	A Financial Institution that is licensed under Financial Services Act 2013, Islamic Financial Services Act 2013 and/or Development Financial Institutions Act 2002.
Business Day	Any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.
Buyer	Individuals, companies, body corporate, businesses (including sole proprietors and partnerships), government agencies, statutory bodies, societies, and other Bank customers that make payments to Sellers using the FPX service.
Buyer Bank	A Participant in the FPX service who offers services that allow Buyers to initiate payment Instruction.
CASA	Current Account and Savings Account.
Card Accounts	Credit Card Account(s), charge card account(s) and prepaid card account(s).
Counterparty	In 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.
Customer Information	Refers to any information relating to the affairs of, in particular, the account, of any particular customer of RHB Bank in whatever form including the form of a record book, register, correspondence, or other document or material.
Direct-To-Bank	a bilateral direct connection or integration between the Seller's e-commerce website and the bank's Internet Banking to facilitate online payments outside FPX
Exchange ID	An ID that is provided to the Exchange in order to identify a Seller that will trade under the Exchange.

FPX Brand	The brand, icon, logo and marks for the FPX service.
FPX Operator	Payments Network Malaysia Sdn Bhd.
FPX services	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 Sellers.
FPX system	an exchange infrastructure and application platform offered by PayNet. This system facilitates electronic payment transactions, which is connected to various banks' Internet Banking platform. FPX offers multi-layer solutions across all markets in terms of Business-to-Business (B2B) and Business-to-Customer (B2C).
FPX Webview	An online system provided by PayNet to Participants and registered Exchanges / Sellers to check their own profile and view FPX transaction status and reports.
Internet Security Credentials	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.
Operational Procedures	The FPX operational procedures which are prescribed and issued by FPX Operator and will include any variation, addition, amendment or modification made from time to time.
Participant	Participant as defined in the Participation Rules, acting as Buyer Bank / Acquiring Bank / Exchange Bank / Third Party Acquirer.
Payment	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 Acquirer to pay a Seller for a successful FPX transaction.
PayNet	Payments Network Malaysia Sdn Bhd as the company that provides and operates the FPX system.
Refund	A Refund occurs when a Seller 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.
Seller	A business, government agency or organization that offers goods and/or services via a website and accepts FPX as one of the mode of payments on the website. Also termed as Merchant.
Seller ID	A unique alphanumeric code assigned by FPX Operator to identify either of the following: <ul style="list-style-type: none"> • A Seller; or A Seller's product or service category for purposes of routing payments to the Seller.
Seller Order	A unique reference number assigned by a Seller to a Buyer for an FPX transaction.

Number	
Transaction	a series of messages that constitutes a payment and processed through FPX system.