

**RHB BANK CARD CENTRE
VISA CARD AND/OR MASTERCARD ACCEPTANCE PROGRAMME
MERCHANT AGREEMENT
GENERAL TERMS AND CONDITIONS**

THIS MERCHANT AGREEMENT is made the day and the year as stated in **Part I of Annexure 1** between RHB BANK BERHAD (6171-M), a licensed bank incorporated in and under the laws of Malaysia and having its registered office at Level 10, Tower 1, RHB Centre, 426 Jalan Tun Razak, 50400 Kuala Lumpur of the one part And the party whose name, legal description and registered address are stated in **Part II of Annexure 1** at the principal place of business as stated in **Part III of Annexure 1** of the other part.

WHEREAS the Merchant has requested and RHB Bank has at the request of the Merchant agreed to allow the Merchant to participate through RHB Bank in the VISA and/or MASTERCARD Acceptance Programme upon the terms and subject to the conditions of this Agreement.

1 DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement including the recital and schedules, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

Authorisation Centre means the authorisation centre of RHB Bank.

Authorisation Code means:

- (a) the authorisation in code form given by the Authorisation Centre or RHB Bank in respect of the each Transaction electronically via the EDC Terminal; or
- (b) the authorisation in such other form(s) approved and stipulated by RHB Bank and given by the Authorisation Centre or RHB Bank in respect of the each Transaction via such method(s) or mode(s) as approved by RHB Bank;

and which Authorisation Code is a condition precedent for the Merchant to supply the goods and/or services to the Cardholder.

Brands means VISA and/or MASTERCARD.

Card means: -

- (a) an authorised and unexpired VISA Credit Card, valid in all aspects, bearing such service marks, designs and styles as may from time to time be determined and issued by RHB Bank or any other bank, corporation, organisation, business entity or body whether incorporated or unincorporated authorised by VISA to issue credit cards bearing the abovementioned service marks, designs and styles; and/or
- (b) an authorised and unexpired MASTERCARD Credit Card, valid in all aspects, bearing such service marks, designs and styles as may from time to time be determined and issued by RHB Bank or any other bank, corporation, organisation, business entity or body whether incorporated or unincorporated authorised by MASTERCARD to issue credit cards bearing the abovementioned service marks, designs and styles; and/or
- (c) an authorised and unexpired combined VISA and MASTERCARD Credit Card, valid in all aspects, bearing such service marks, designs and styles as may from time to time be determined and issued by RHB Bank or any other bank, corporation, organisation, business entity or body whether incorporated or unincorporated authorised by VISA and MASTERCARD to issue credit cards bearing the abovementioned service marks, designs and styles;

as the case may be, and shall where the context so permits include any one or more or all of the aforesaid cards.

Cardholder means the person who has applied and to whom the Card is issued and whose name is embossed on the Card and whose signatures appear thereon as an authorised user and where the context so permits, shall include a Supplementary Cardholder.

Card Imprinters means the card imprinter for the Sales Draft.

Charges means any amount charged to the Card by the Cardholder for any Transaction.

Confidential Information means all information in any form including but not limited to:

- (a) All information relating to trade secrets, business operations, employees, customers, products, materials, technical knowledge and know-how of or relating to RHB Bank, a related corporation to RHB Bank, VISA, MASTERCARD, the Payment Method, Payment Acceptance Equipment and Materials and the VISA and/or MASTERCARD Acceptance Programme from time to time of which the Merchant becomes aware, both before and after the day this Agreement is signed;
- (b) All information in all books, records, registers, correspondences, documents or other materials obtained by the Merchant by virtue of the operation of this Agreement and copies thereof;
- (c) the terms and conditions of this Agreement and all schedules, exhibits, documents, materials and information provided by RHB Bank and copies thereof;
- (d) all information obtained from any Cardholder and/or RHB Bank by reason of the Merchant's participation in the VISA and/or MASTERCARD Acceptance Programme; and
- (e) all information relating to any Payment Method, Payment Acceptance Equipment and Materials or the rejection of any authentication for whatever reason or relating to any unsuccessful Transaction for whatever reason.

Credit Vouchers means a document in the form from time to time provided by RHB Bank to the Merchant to enable the Merchant to issue credits in respect of the Charges.

EDC Slips means a document in the form from time to time provided by RHB Bank or any other bank, corporation, organisation or business entity authorised by VISA and/or MASTERCARD to issue credit cards to the Merchant to enable the Merchant by means of a Card Imprinter to record the Charges and to evidence a transaction between the Merchant and the Cardholder.

EDC Settlement means the settlement Merchant performed by the Merchant at the EDC Terminal and have been processed by RHB Bank's system.

EDC Terminal / Terminal means the electronic draft capture terminals.

Floor Limit means such sums of a Charge or a series of Charges as RHB Bank shall notify to the Merchant from time to time as the maximum value of goods and/or services that the Merchant may supply to a Cardholder on any one single day at any one of the Merchant's offices and/or outlets and/or locations and/or establishments wherever situate without RHB Bank's specific authorisation for temporary ease of convenience during RHB Bank or VISA or MASTERCARD system's downtime or power failure at Merchant's premise and can only be utilized by the Merchant upon prior approval from RHB Bank, which otherwise shall effectively be zero (0) for all Merchants and for all transactions.

MASTERCARD means MasterCard Worldwide.

Mail Order means the purchase of goods and/or services by a Cardholder through the completion of a mail order form approved by RHB Bank duly signed by the Cardholder.

Merchant means the party whose name, legal description and registered address are stated in **Part II of Annexure 1** at the principal place of business as stated in **Part III of Annexure 1** (including its employees, servants or agents identified and nominated by the Merchant and approved by RHB Bank) that contracts with and is authorised by RHB Bank and who accepts the Card or cause its offices and/or outlets and/or locations and/or establishments wherever situated to accept the Card for payment for goods and/or services.

Merchant Discount means the merchant discount rate calculated and fixed by RHB Bank at its sole and absolute discretion at any time and from time to time and payable by the Merchant to RHB Bank pursuant to the provisions of this Agreement and which sums RHB Bank shall be entitled to deduct from the amount of Charges presented to RHB Bank before payment to the Merchant of the balance of such Charges.

Merchant's Premise means the Merchant's offices and/or outlets and/or locations and/or establishments at the address stated above, or at such address(-es) which may be updated from time to time as agreed in writing by both parties.

Merchant Report means the report generated by the Merchant whether manually or by executing the Settlement Function or executing the relevant function on the relevant Payment Acceptance Equipment and Materials.

Merchant's Web Site means a site (location) on the World Wide Web containing a home page, which is the first document users see when they enter the site and such other additional documents and files, owned and managed by the Merchant.

Payment Method means payment by Cardholder using either or combination of the following payment methods as payment for the Transaction:

- (a) through the use of the Card by charging to the Card account at the Merchant's Premise ("**Card Payment Programme**");
- (b) through the use of the Card by charging to the Card account by way of Mail Order or Telephone Order ("**Mail Order or Telephone Order Payment Programme**");
- (c) through the use of payment gateway without prior payment in cash or by cheque ("**Internet Payment Programme**");
- (d) through the use of the Card, as payment for the Transactions at a discount without prior payment in cash or by cheque in such number of monthly instalments as may be agreed by RHB Bank ("**EasyPayment Programme**");
- (e) through the use of the Card, as payment for the Transactions whereby RHB Bank is authorised by the Cardholder to charge the Card account at such intervals as may be determined by the Merchant ("**Autobilling Programme**");
- (f) through RHB Bank's Website ("**Online Bill Payment Programme**"); and/or
- (g) initiated or processed in any other way,

in which the provisions relating to each Payment Method are set out in one or more schedules.

Payment Acceptance Equipment and Materials means:-

- (a) all relevant documents and forms, whether in electronic form or otherwise including but is not limited to the Merchant Report, supplied or approved by RHB Bank, for the purpose of evidencing payment of the Transaction consummated or credits to be charged or credited to the Card account of a Cardholder, as the case may be;
- (b) all deposit summary and other relevant documents and forms supplied or approved by RHB Bank and which must accompany all Sales Drafts or EDC Slips or Credit Vouchers or Merchant Report presented to RHB Bank for payment pursuant to this Agreement; and
- (c) all relevant equipment including:
 - (i) electronic or mechanical equipment such as electronic draft capture terminals, or Card Imprinters supplied or approved by RHB Bank for the purpose of authorising transactions by the use of the Card and/or printing Cardholders' data and transactions data onto the Sales Draft or EDC Slip or Credit Voucher or Mail Order or Telephone Order form (if applicable) or Merchant Report; or
 - (ii) computer hardware, systems and software, that are payment gateway compliant, supplied or approved by RHB Bank for the purpose of completing and validating the Transaction or printing Cardholder's data and Transaction data onto any Credit Voucher or Merchant Report
- (d) other equipment and materials as prescribed by RHB Bank

and shall where the context so permits include any one or more or all of the above equipment and materials.

RHB Bank means RHB Bank Berhad (6171-M), a licensed bank incorporated in and under the laws of Malaysia and having its registered office at Level 10, Tower 1, RHB Centre, 426 Jalan Tun Razak, 50400 Kuala Lumpur and includes persons deriving title thereunder and its successors in title and assigns and any branch office(s) of RHB Bank wherever situated.

RHB Bank's Website means the website owned and operated by RHB Bank located at the URL address www.rhb.com.my or any other URL address informed by RHB Bank in writing.

Sales Draft means a document in the form from time to time provided by RHB Bank to the Merchant to enable the Merchant by means of a Card Imprinter to record the Charges and to evidence a transaction between the Merchant and the Cardholder by the use of the Card which includes but is not limited to the form prescribed by RHB Bank to be used for the EasyPayment Programme.

Sales Draft Settlement means the Sales Draft and all the other relevant documents are received by RHB Bank and have been processed by RHB Bank's system.

Settlement Function means a pre-programmed function in the EDC Terminal or Payment Acceptance Equipment and Materials which when activated generates the Merchant Report and automatically transmits the financial totals of the day's transactions to RHB Bank for reconciliation and payment.

Settlement Procedure means the procedures and requirements for the conduct and/or authorisation of all Transactions as determined by RHB Bank and notified to the Merchant from time to time including but not limited to and where applicable, the process where the Merchant manually accepts, check and/or mark each Transaction to select the individual purchase by the Cardholder which is including but is not limited to the Sales Draft Settlement and where applicable, the process where the Merchant electronically submits to RHB Bank the day's Charges by executing the Settlement Function.

Telephone Order means the purchase of goods and/or services by a Cardholder using a Card through the telephone.

Transactions means transactions between a Cardholder and the Merchant for the purchase of goods and/or services and the term Transaction shall mean any one of them.

Transaction Date means the date upon which the Merchant carries out the Settlement Procedure.

Unlawful Activity means any activity deemed as unlawful or illegal by Bank Negara Malaysia or under any laws or regulations of Malaysia or any other country, including but not limited to online betting.

VISA means Visa International Service Association.

1.2 In this Agreement, unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided: -

- (a) Words denoting one gender include all other genders and words denoting the singular include the plural and vice versa;
- (b) Words denoting persons include corporations, and vice versa, and also include their respective heirs, personal representatives, successors in title or permitted assigns, as the case may be;
- (c) Where a word or phrase is given a defined meaning in this Agreement any other part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning;
- (d) Any reference to a sub-paragraph, paragraph, sub-clause, clause, schedules or party is to the relevant sub-paragraph, paragraph, sub-clause, clause, schedules or party of and to this Agreement and any reference to this Agreement or any of the provisions hereof includes all amendments and modifications made to this Agreement from time to time in force;
- (e) Any reference to a statutory provision includes any modification, consolidation or re-enactment thereof for the time being in force, and all statutory instruments or orders made pursuant thereto;
- (f) Any reference to "pay", or cognate expressions, include payments made in cash or by way of bank drafts (drawn on a bank licensed to carry on banking business under the provisions of the Banking and Financial Institutions Act 1989) or effected through inter-bank transfers to the account of the payee, giving the payee immediate access to available funds and the word "Ringgit Malaysia", the word "Ringgit " and the abbreviation "RM" mean the lawful currency of Malaysia;
- (g) Any reference to "writing", or cognate expressions, include any communication effected by electronic mail, telex, cable, facsimile transmission or other comparable means;
- (h) Any reference to a "Business Day" is to a day on which RHB Bank is open for business in Kuala Lumpur and any reference to a "day", "week", "month" or "year" is to that day, week, month or year in accordance with the Gregorian calendar; and
- (i) Any transaction or submission of any document, material, records or reports over the Internet by the Merchant to RHB Bank shall not be deemed received by RHB Bank until and unless the same is acknowledged or verifiable by RHB Bank.
- (j) If any period of time is specified from a given day, or the day of a given act or event, it is to be calculated inclusive of that day.

1.3 The recital and schedules to this Agreement shall have effect and be construed as an integral part of this Agreement, but in the event of any conflict or discrepancy between the provisions of this Agreement and the recital and schedules, such conflict or discrepancy shall, for the purposes of the interpretation and enforcement of this Agreement, be resolved by giving the provisions

contained in the clauses of this Agreement priority and precedence over the provisions contained in the recital and schedules.

- 1.4 The headings in this Agreement are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provision herein contained.
- 1.5 This Agreement shall be governed by and construed in accordance with the laws of Malaysia.
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2 HONOUR OF THE PAYMENT METHODS AND TRANSACTIONS

- 2.1 Subject to the provisions of this Agreement, the Merchant shall permit Cardholders to use the Payment Method, as specified in the Schedule attached to this Agreement or as agreed by the parties by way of a supplementary agreement.
- 2.2 The Merchant shall not accept the Payment Method as payment for purchases of goods and/or services provided by any other parties other than that sold or provided by the Merchant.
- 2.3 Without limiting the generality and in amplification of the above provisions, the Merchant shall not accept payment of:-
- (a) any debt whatsoever and howsoever incurred by the Cardholder with the Merchant from a loan raised by the Cardholder through the use of the Payment Method unless such debt have been incurred by the Cardholder pursuant to an underlying trade transaction connected with the Merchant's business and in the event a cheque issued by the Cardholder to settle a debt incurred pursuant to any underlying transaction is dishonoured, the Merchant shall not thereafter accept payment of the same debt from the Cardholder if the Cardholder uses the Payment Method to make the payment; or
 - (b) any Unlawful Activity whatsoever and howsoever incurred by the Cardholder with the Merchant.
- 2.4 The Merchant must supply the goods and/or services to Cardholders on the same terms and conditions as those terms and conditions applicable to any party making payment in cash for purchases of goods and/or services supplied by the Merchant.
- 2.5 The Merchant must comply with the Settlement Procedures and ensure that all Transactions are processed in accordance with the Settlement Procedures on a daily basis to the satisfaction of RHB Bank.
- 2.6 The Merchant must ensure that all Payment Acceptance Equipment and Materials are used only in such manner and for such purposes as stipulated by RHB Bank from time to time.
- 2.7 The Merchant must ensure that all documents related to the Merchant's account required by RHB Bank are submitted to RHB Bank at such times and in such manner as stipulated by RHB Bank from time to time.
- 2.8 The Merchant agrees and undertakes: -
- (a) To ensure that all goods and/or services sold or provided by the Merchant are legally identifiable and its availability and/or supply and/or purchase and/or performance is not in breach of any laws or regulations of Malaysia or any other country.
 - (b) To ensure that the Payment Method and/or Payment Acceptance Equipment and Materials will not be misused in any way;
 - (c) To notify RHB Bank immediately if the Merchant becomes aware that any Payment Method and/or Payment Acceptance Equipment and Materials is being misused; and
 - (d) To assist RHB Bank with any inquiry undertaken by RHB Bank or its authorised agents in respect of the misuse of any Payment Method and/or Payment Acceptance Equipment and Materials.
- 2.9 The Merchant shall not make any statements or representations in respect of any goods and/or services which are supplied or sold by the Merchant or concerning any Payment Method or RHB Bank (whichever is applicable) which are misleading or deceptive or which contain any material omission.
- 2.10 All transactions utilising the Payment Method shall be deemed concluded at the premise of the Merchant's registered address as provided herein notwithstanding that the Merchant has more than one place of business or the location or no matter wherever the Merchant is situated.
- 2.11 The Merchant must perform the Settlement Procedures at least once per day on a daily basis on or before the close of the Merchant's business.
- 2.12 The Merchant agrees and undertakes to:

- (a) Comply or procure the compliance with all legal requirements imposed on the Merchant and any of its offices and/or outlets and/or locations and/or establishments wheresoever situated pursuant to this Agreement;
- (b) Use at all times computer hardware and software, which are reasonably secure from intrusion and misuse and which provide a reasonable level of availability, reliability and correct operation and are reasonably suited to perform their intended functions;
- (c) List accurately the cost of the goods and/or services and the delivery and/or shipping charges in Ringgit Malaysia and its equivalent in such other foreign currency or currencies acceptable to RHB Bank;
- (d) Offer for sale only goods and/or services that are available for delivery in the normal course of the Merchant's business, based on the type of goods and/or services being offered;
- (e) Maintain and enforce a customer service policy which shall provide, at a minimum, an agreement that the Merchant shall accept the return and refund to the Cardholders the price paid for any goods purchased from the Merchant which are unsatisfactory to the Cardholder within seven (7) Business Days or any of the services which is not performed within ten (10) Business Days from the scheduled date and time, in accordance with commercially reasonable practices;
- (f) Refrain from offering any goods and/or services for sale at a price lower than that which it intends to sell such goods and/or services, or from using promotional tactics which are not commercially reasonable or acceptable;
- (g) Use commercially reasonable efforts to list accurate information and to refrain from indulging in any practices that falsely inflate the strengths or capabilities of the goods and/or services available;
- (h) Sell or provide goods and/or services available only where Merchant has legal or legitimate rights to sell and market such goods or perform such services;
- (i) Refrain from libelling any competitor and from encouraging any customer or any other person to libel, or falsely disparage, any of the Merchant's competitors or other persons;
- (j) Maintain adequate and appropriate and where applicable, EDC Terminals or payment gateway compliant equipment, software, telephone services and e-mail addresses to receive communications from and to access the Transactions;
- (k) Use its best efforts to respond to purchase orders and customer inquiries received in accordance with the terms of this Agreement;
- (l) Not conduct its business in a manner that creates an unreasonable risk of loss to RHB Bank or to persons; and
- (m) Not to place any defamatory, obscene, obscene, blasphemous, infringing or otherwise illegal material on the Merchant premises, or any material which, in the opinion of a reasonable person, would be likely to bring the Merchant or RHB Bank or VISA or MASTERCARD into disrepute and in this connection agrees that RHB Bank or VISA or MASTERCARD may remove any material which it is advised or which it reasonably considers breaches this provision and the Merchant agrees to indemnify and hold harmless RHB Bank or VISA or MASTERCARD against any liability, costs and expenses, which RHB Bank or VISA or MASTERCARD may incur as a result of the Merchant's breach of this provision.

3 DISPLAY OF THE VISA AND/OR MASTERCARD AND/OR RHB BANK MARKS AND NAMES

3.1 The Merchant must as and when required by VISA and/or MASTERCARD and/or RHB Bank (as the case may be) adequately and prominently display the "VISA" and/or "MASTERCARD" and/or "RHB Bank" trade marks, service marks, names and designs and other promotional materials provided by the VISA and/or MASTERCARD and/or RHB Bank (as the case may be) in and outside the Merchant's offices and/or outlets and/or locations and/or establishments wherever situate or the Merchant's Web Site (if Payment Method is by way of Internet Payment Programme) to inform the Cardholder and the public that the Card will be honoured at the Merchant's offices and/or outlets and/or locations and/or establishments or the Merchant's Web Site. The Merchant shall use only such materials as provided or approved in advance by RHB Bank. Subject to the Merchant obtaining the prior written approval of VISA and/or MASTERCARD

and/or RHB Bank (as the case may be) in writing, the Merchant may use the "VISA" and/or "MASTERCARD" and/or "RHB Bank" trade marks, service marks, logos, names and designs and other promotional materials on the Merchant's premises and on advertising and on advertising, promotional, marketing, printed or broadcast materials only to indicate that the Payment Method is accepted in payment for goods and/or services on the Merchant's premises and shall not indicate, directly or indirectly, any goods or services other than goods and services sold or supplied by the Merchant.

- 3.2 The Merchant must not cause or permit to be done anything that may damage or endanger any VISA" and/or "MASTERCARD" and/or "RHB Bank" trade marks, service marks, logos, names and designs or trade mark or any other intellectual property rights owned by or licensed to VISA and/or MASTERCARD and/or RHB Bank.
- 3.3 The Merchant agrees to prominently display RHB Bank's "Take-One" display boxes containing the Card application forms and any promotional materials provided by RHB Bank at the Merchant's offices and/or outlets and/or locations and/or establishments wherever situated.
- 3.4 RHB Bank and the Merchant may from time to time conduct joint marketing and promotional program(s) for mutual business benefits of RHB Bank and the Merchant and where deemed necessary for the Merchant to contribute payment in part or in whole towards the cost or expense of producing such advertising, promotional, marketing, printed or broadcast materials, the Merchant shall be consulted before the production of the same is authorised by RHB Bank.
- 3.5 The Merchant agrees to permit RHB Bank or any other bank, corporation, organisation or business entity authorised by VISA and MASTERCARD, including by VISA and MASTERCARD to include the names and addresses of all or any of the Merchant's offices and/or outlets and/or locations and/or establishments wherever situated including the Merchant's web site (if any) in any directories, guides or other advertising, promotional, marketing, printed or broadcast materials.
- 3.6 All "VISA" and/or "MASTERCARD" and/or "RHB Bank" (as the case may be) trade marks, service marks, logos, names and designs and other advertising, promotional, marketing, printed or broadcast materials approved in advance or provided by VISA and/or MASTERCARD and/or RHB Bank (as the case may be) appearing on the Merchant's premises or Merchant's Web Site are trade marks, service marks, logos, names and designs and other advertising, promotional, marketing, printed or broadcast materials owned by or licensed to VISA and/or MASTERCARD and/or RHB Bank (as the case may be). Merchants shall not use of any "VISA" and/or "MASTERCARD" and/or "RHB Bank" (as the case may be) trade marks, service marks, logos, names and designs and other advertising, promotional, marketing, printed or broadcast materials approved in advance or provided by VISA and/or MASTERCARD and/or RHB Bank (as the case may be) on the Merchant's premises may be made without the prior written authorization of VISA and/or MASTERCARD and/or RHB Bank (as the case may be).
- 3.7 Except as permitted in this Clause, no licence or right, express or implied, is granted to any person under any patent, trademark or other proprietary right of VISA and/or MASTERCARD and/or RHB Bank (as the case may be).
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4 HOTEL SERVICE

- 4.1 In the event that the Merchant is in the hospitality/hotel industry, the Merchant agrees to participate in any hotel reservation service ("the Hotel Reservation Service") forming a part of the VISA and/or MASTERCARD hotel service package to guarantee reservations made by Cardholders. The Merchant's participation in the Hotel Reservation Service shall form part of this Agreement and subject to all provisions herein appearing.
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5 RECORDS, STATEMENTS AND REPORTS FINAL AND BINDING

- 5.1 The Merchant agrees that all records, statements and reports issued by VISA and/or MASTERCARD and/or RHB Bank including records, statements and reports in respect of the Charges is deemed to be conclusive, final and binding against the Merchant.
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6 MERCHANT'S DUTY IN RESPECT OF UNACCEPTABLE CARDS

- 6.1 A Card shall be deemed invalid and the Merchant is under a duty and agrees and undertakes to refuse acceptance and shall refuse acceptance of such Card if any of the following matters or circumstance shall occur:-

- (a) The expiry date of the Card has passed;
 - (b) The validity of the Card is post-dated;
 - (c) The Card has been declared by the RHB Bank or its agent or by any other bank, corporation, organisation or business entity authorised by VISA and MASTERCARD to issue the Card as lost or stolen;
 - (d) The signature of the Cardholder on the Sales Draft or EDC Slip does not resemble the signature on the Card;
 - (e) Any material particular relating to the Cardholder has been omitted from the Card;
 - (f) The RHB Bank or its agent or any other bank, corporation, organisation or business entity authorised by VISA and MASTERCARD to issue the Card has declared the Card invalid on account of any reason whatsoever;
 - (g) The Card has been altered, damaged, defaced, re-printed or re-embossed on the face of it in any manner whatsoever;
 - (h) The first four digits of the account number embossed on the face of the Card are not identical to the pre-printed four (4) digits appearing immediately above the aforesaid four (4) digits of the account number for all VISA Cards;
 - (i) The Card presented is a plain white plastic Card, not bearing any VISA and/or MASTERCARD trademarks or the Cardholder's information has not been embossed or encoded thereon;
 - (j) The Card does not bear such genuine distinctive hologram of VISA and/or MASTERCARD;
 - (k) Where verification of the identity of the person presenting the Card is required by the RHB Bank, the required identification papers could not be produced or the identity could not be verified correctly; or
 - (l) Where the Card contains a photograph of the Cardholder, the person presenting the Card does not appear to be the same person as shown in the photograph on the Card.
- 6.2 The Merchant shall seek verification and obtain specific directions from the RHB Bank before proceeding to complete a Card transaction if any of the following situations shall arise: -
- (a) the signature on the Sales Draft differs from the signature on the Card;
 - (b) the Merchant has reason(s) to believe that the Card may be counterfeit or stolen; or
 - (c) there are suspicious circumstances surrounding the presentation of the Card or the proposed transaction.
 - (d) any of the circumstances mentioned in preceding subclause 6.1 or 6.2 above.
- 6.3 In the event that the Merchant is unable to determine the validity of a Card presented to it, the Merchant shall forthwith seek approval from the RHB Bank by telephone or through other alternative means acceptable to the RHB Bank from the source or sources nominated by the RHB Bank. Unless positive verification by the RHB Bank, such a Card shall not be honoured by the Merchant and where such a Card has been verified by the RHB Bank to be valid, the Merchant shall record on the Sales Draft or EDC Slip the RHB Bank's authorisation code and such other particulars as are deemed relevant by the RHB Bank to evidence such authorisation.
- 6.4 In the event that the Merchant is presented with a Card which has been declared invalid, cancelled, reported lost or otherwise deemed unacceptable by the RHB Bank, the Merchant shall attempt to retain the custody of such Card and return the invalidated Card cut across the account number to the RHB Bank. The Merchant hereby agrees that it shall not hold the RHB Bank liable and the Merchant shall indemnify the RHB Bank against any liabilities, claims, proceedings, expenses or losses whatsoever in respect of damage to any real personal property or injuries to any persons caused by the Merchant and/or its servants and/or its agents and/or its employees in the course of carrying out its obligations hereunder. For each such Card returned to the RHB Bank, the Merchant shall be eligible to claim from the RHB Bank a reward determined by the RHB Bank from time to time at its sole and absolute discretion.
- 6.5 In the event that the Merchant is requested by the RHB Bank to retain the Card from a Cardholder, it is understood that such request does not authorise breach of peace or any injury to persons or property. The Merchant hereby indemnifies and holds the RHB Bank harmless from any liabilities, claims, proceedings, expenses or losses whatsoever for injury to persons or damage to property or breach of peace caused by the Merchant and/or its servants and/or its agents and/or its employees in retaining the Card.

7 FLOOR LIMIT

- 7.1 Where the Merchant has been provided with a EDC Terminal, the Floor Limit of the Merchant shall effectively be zero (0) in the absence of any specific authorisation and/or written authorisation from the RHB Bank to the Merchant. In the event of any equipment/line failure, the Merchant shall on each occasion request and obtain from the RHB Bank by telephone, the RHB Bank's specific authorisation and/or written authorisation.
- 7.2 Where the Merchant has not been provided with a EDC Terminal, the Floor Limit of the Merchant shall effectively be zero (0), and the Merchant shall be responsible for obtaining the authorisation code from the Authorisation Centre for each transaction.
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8 AUTHORISATION

- 8.1 Authorisation Code from the Authorisation Centre of the RHB Bank shall be deemed necessary in order to complete the transaction for the Payment Method and the Merchant is not entitled and must not complete any Transaction by way of any other means other than through the use of the Payment Acceptance Equipment and Materials. For the avoidance of doubt, the Merchant is not entitled and must not complete any Transaction by way of obtaining authorisation and approval through any other mode or manner.
- 8.2 Where the Merchant's offices and/or outlets and/or locations and/or establishments have been equipped with a EDC Terminal, all requests for authorisation shall be automatically dialled-up via the EDC Terminal and the Authorisation Code shall be granted on-line.
- 8.3 RHB Bank shall not be obliged to effect payment to the Merchant in respect of: -
- (a) any Charges for which an Authorisation Code was required but was not obtained; and/or
 - (b) where the Authorisation Code on the Sales Draft, EDC Slips, Credit Vouchers, or Mail Order or Telephone Order form does not correspond with the RHB Bank's record of the relevant Authorisation Code issued.
 - (c) Where the Authorisation Code obtained from the Authorisation Centre has exceeded 30 days timeframe of the Authorisation Code's validity irrespective of whether the delay caused by the Merchant was with or without intention.
 - (d) Internet Payment Programme, any Charges for which authorisation and approval was obtained by way of any other means other than through the use of the payment gateway prescribed by RHB Bank and/or the Authorisation Code obtained through the relevant Payment Acceptance Equipment and Materials or where the authorisation and approval codes on the Charges or Merchant Report does not correspond with RHB Bank's record of the relevant the authorisation and approval codes issued for the Transaction.
- 8.4 The Merchant hereby agrees that RHB Bank's record of each Authorisation Code issued and of the amount authorised shall be deemed to be conclusive against the Merchant as to these matters. However, the requirement of authorisation is solely for the protection of the RHB Bank and the authorisation of any Charges by the RHB Bank shall not constitute any warranty or representation by, or give rise to any variation, waiver or estoppels whatsoever against the RHB Bank, in relation to the Charges.
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9 ACCEPTANCE PROCEDURE

- 9.1 The Merchant agrees to be bound by the procedures prescribed by RHB Bank when accepting or refusing acceptance of any Payment Method.
- 9.2 The Merchant acknowledges that the procedures prescribed are subject to modification, revocation and supplement by RHB Bank from time to time. Any changes thereto may be given by RHB Bank in a form of a document and/or by any means of training conducted by RHB Bank (but RHB Bank has no obligation to provide any training). Where RHB specifies that any particular requirement is in order for RHB Bank to comply with requirements of VISA and/or MASTERCARD, such statement shall be conclusive of that fact and Merchant must comply strictly therewith.
- 9.3 The provision of any document setting out new or modified requirements or requirements communicated through training sessions shall be incorporated into, and where appropriate, amend the provisions hereof which are inconsistent therewith from the effective date specified.

- 9.4 The Merchant undertakes to ensure that confidentiality and security of all information including but not limited to any user data, credit card numbers of any Cardholder meets the procedures and requirements as stipulated by RHB Bank from time to time relating to confidentiality and security.
- 9.5 The Merchant agrees and undertakes to defend, indemnify and keep indemnified and hold harmless RHB Bank, its officers, shareholders, employees, agents, and representatives, successors in title and assigns, from and against all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs and expenses whatsoever including but not limited to all legal costs on solicitor and client basis, incurred or arising out of or in connection with:
- (a) Any obligation of the Merchant under this Agreement;
 - (b) The sale, purchase, possession or use of any of the Merchant's goods and/or services including any product liability claims in relation to the Merchant's goods and/or services;
 - (c) Any inaccurate, misleading or incomplete information provided by the Merchant;
 - (d) The Merchant or the Merchant's goods and/or services infringing any intellectual property rights of any third party;
 - (e) Any violation by the Merchant of any applicable law or regulation including but not limited to any VISA and/or MASTERCARD rules and regulation, Unlawful Activity and any import or export control legislations and regulations;
 - (f) Any libel, invasion of privacy, or disparagement claims by the Merchant;
 - (g) Any penalty imposed and/ or suffered by RHB Bank arising though the fault of the Merchant and/or arising from the customer of the Merchant including but is not limited to the penalty from VISA and/or MASTERCARD; and
 - (h) Any violation of any rights of any third party.
- The Merchant agrees and undertakes that the Merchant shall not export or re-export any of the goods and services it lists for sale or is available without the appropriate approval from the relevant authorities and the requisite foreign government licenses and further agrees and undertakes that the Merchant will comply with all applicable export or import control laws and regulations of whatever jurisdictions, including but not limited to, restrictions on the export or import of goods and/or services to and from embargoed or prohibited countries.
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10 RETURNED MERCHANDISE AND ADJUSTMENTS

- 10.1 If any goods and/or services are not received or are rejected by the Cardholder after receipt or is accepted for return or if any services are not performed or is cancelled or if the prices of any goods and/or services are disputed by the Cardholder or if there shall be any price adjustment to be made to the prices of any goods and/or services, the Merchant shall not make any cash refund but shall perform one of the following: -
- (a) The Merchant shall complete a Credit Voucher by means of the Card Imprinter and the Merchant shall sign and date each Credit Voucher and deliver or forward a completed copy of the Credit Voucher to the Cardholder and the RHB Bank within seven (7) Business Days of their respective issuance date; or
 - (b) Where the Merchant is provided with the Payment Acceptance Equipment and Materials and provided that the Merchant has not activated the Settlement Function the Merchant shall take steps to reverse or void the disputed amount already keyed in and in the event that the Settlement Function has already been activated or if the disputed amount has been paid by the RHB Bank to the Merchant, the Merchant shall raise a Credit Voucher in the manner provided under Clause 10.1(a) in respect of the disputed amount.
- 10.2 The Merchant agrees and undertakes to pay the RHB Bank immediately the total amount shown on each Credit Voucher raised less Merchant Discount and/or any other sums or moneys which may have been charged thereto. The Merchant further agrees and undertakes that such sum of moneys may be refunded or repaid to RHB Bank either by way of deduction from subsequent Charges submitted to RHB Bank for payment and/or debiting the Merchant's banking or other accounts maintained with RHB Bank and/or by RHB Bank exercising its right of set-off and/or by RHB Bank raising a claim on the Merchant for the Merchant's immediate settlement thereafter and/or by any other means as RHB Bank shall deem fit.
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11 SUBMISSION OF CHARGES AND MERCHANT REPORTS

The Merchant undertakes to submit all Charges and Merchant Reports and where applicable, Sales Draft or Mail Order or Telephone Order form reports exclusively to RHB Bank and must

present to RHB Bank, all such documents duly completed in the manner required by this Agreement by the next Business Day from the Transaction Date, in such manner and at such place as RHB Bank shall from time to time designate to the Merchant. RHB Bank reserves the absolute right not to accept any such documents presented including those presented beyond the said period. The Merchant must deliver together with such document, a deposit summary listing out therein the total amount of the Charges and Credit Vouchers and Mail Order or Telephone Order form (if applicable) and the respective net totals thereof.

12 PAYMENT

- 12.1 In order for RHB Bank to effect payment to the Merchant, the Merchant is required to open and maintain a banking account with any branch of RHB Bank. The Merchant undertakes to ensure there is sufficient funds at all times in such account in order that that RHB Bank may at any time and from time to time make the relevant deductions including charges payable to RHB Bank and any other sum of moneys (if any) owing by the Merchant to RHB Bank in accordance with the provisions of this Agreement.
- 12.2 The Merchant shall not change the Merchant's banking account with RHB Bank without RHB Bank's prior written consent.
- 12.3 RHB Bank shall not be liable for any loss or damage incurred or suffered by the Merchant arising as a consequence of the Merchant giving or furnishing an incorrect banking account details to RHB Bank and the Merchant is under duty to inform RHB Bank of any error in the details of the Merchant's banking account with RHB Bank as soon as the Merchant become aware of the error.
- 12.4 The Merchant is obliged to adhere to the following:
- I) Merchant is responsible for performing EDC Settlement at least once a day on the days that there are Charges approved and still resides in the EDC Terminal that is supplied by RHB Bank (if applicable).
 - II) Merchant is responsible for performing Sales Draft Settlement at least once a day on the days that there are Charges approved (if applicable).
 - III) Should there be discrepancies in the net payment made by RHB Bank to Merchant, Merchant is responsible for informing RHB Bank officially in writing within 14 Business Days upon Settlement Procedure, Should there be no such information in writing, RHB Bank would deem that the net payment made to Merchant is good and correct and thereafter, RHB Bank has the sole and absolute discretion not to entertain requests of payment after the 14 Business Days from the date the Charges were made.
- 12.5 The Merchant must carry out a reconciliation of the Charges, Merchant Report, Mail Order or Telephone Order form (if the Payment Method used is Mail Order Acceptance Programme) and Sales Draft and highlight any discrepancies or irregularity or inaccuracies to RHB Bank as soon as possible but in any event not later than 14 Business Days after the date of the Transaction failing which, RHB Bank is entitled at its sole and absolute discretion to refuse any request from the Merchant to carry out any investigations on any discrepancies or irregularity or inaccuracies referred to RHB Bank and/or make any adjustments. If RHB Bank decides to carry out any investigations on any discrepancies or irregularity or inaccuracies and/or make any adjustments, the Merchant must bear and pay to RHB Bank as and when required all charges and costs in respect of such investigations and/or adjustments as determined by RHB Bank at its sole and absolute discretion including but not limited to any charges, costs and penalty interests for late settlement and/or adjustments that may be levied by RHB Bank.
- 12.6 Subject to the provisions of this Agreement including but not limited to any provisions relating to withholding of payment and charge backs and provided that the terms and conditions of this Agreement are observed in relation to each Charge, RHB Bank agrees to pay to the Merchant an amount equal to the amount of each Charge made less the Merchant Discount, all other relevant deductions including charges payable to RHB Bank and any other sum of moneys (if any) owing by the Merchant to RHB Bank.
- 12.7 Any payments due from RHB Bank to the Merchant will be credited directly to the Merchant's banking account maintained with RHB Bank. Any payment due from the Merchant to RHB Bank may be recovered by RHB Bank by way of deduction from subsequent Charges submitted to RHB Bank for payment and/or debiting the Merchant's account maintained with RHB Bank and/or by RHB Bank exercising its right of set-off and/or by RHB Bank raising a claim on the Merchant

- for the Merchant's immediate settlement thereafter and/or by any other means as RHB Bank shall deem fit.
- 12.8 All figures are subject to the final audit and check by RHB Bank and the Merchant agrees that in the case of any discrepancies or irregularity or inaccuracies, all records, statements and reports issued by RHB Bank including records, statements and reports in respect of the Charges is deemed to be conclusive, final and binding against the Merchant as to the matters contained in such records, statements and reports and RHB Bank may alter or amend the Merchant Report or deposit summary or any other documents accordingly without notice to the Merchant.
- 12.9 The total amount shown on the Merchant Report (including any applicable taxes and other relevant sums) will be subject to the Merchant Discount rate and the relevant deductions including charges and penalties payable to RHB Bank and any other sum of moneys (if any) owing by the Merchant to RHB Bank in accordance with the provisions of this Agreement. All payment by RHB Bank in respect of the Charges shall be made in Ringgit Malaysia or its equivalent in Ringgit Malaysia at such conversion rate as determined by RHB Bank at its sole and absolute discretion.
- 12.10 Payment by RHB Bank do not constitute confirmation that the Transactions are accepted according to the terms and conditions stated in this Agreement or any procedures and requirements as may be stipulated by RHB Bank from time to time including but not limited to the Settlement Procedures or are free of any discrepancy, irregularity or any violation and the Merchant agrees that RHB Bank reserves the right at its absolute discretion to claim back from the Merchant any payments made to the Merchant and that such sum of moneys may be refunded or repaid to RHB Bank on demand by RHB Bank by way of deduction from subsequent Charges submitted to RHB Bank for payment and/or debiting the Merchant's account maintained with RHB Bank and/or by RHB Bank exercising its right of set-off and/or by RHB Bank raising a claim on the Merchant for the Merchant's immediate settlement thereafter and/or by any other means as RHB Bank shall deem fit.
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13 WITHHOLDING OF PAYMENT

- 13.1 If any Charges, Sales Drafts, Mail Order or Telephone Order forms and/or Merchant Report and all other relevant documents presented to RHB Bank for payment by the Merchant are determined by RHB Bank to contain transactions accepted not according to conditions and procedures stated in this Agreement including but not limited to any Unlawful Activity or any procedures and requirements as may be stipulated by RHB Bank from time to time including but not limited to the Settlement Procedures or contain any irregularity of whatsoever description, whether such discrepancy, irregularity or inaccuracy is attributed to any act of forgery or fraud or otherwise or the sale of any goods and/or the performance of any services or the use of any Payment Method involves a violation of any law or the rules of any governmental agency, local or otherwise inclusive of non-settlement by Merchant to RHB Bank within 30 days from date of each Charges and/ or Transaction and/ or whether such irregularity is attributed to any act or forgery or otherwise or the sale of any goods and/or the performance of any services or the use of the Payment Method involves a violation of any law or the rules of any governmental agency, local or otherwise, RHB Bank is entitled to withhold payment for as long as RHB Bank deems fit in its sole and absolute discretion until RHB Bank has examined and verified acceptable supporting documentation and/or conducted investigations and is thereafter satisfied that the sale of such goods and/or the performance of such services or the use of the Card do not contain transactions accepted not according to conditions and procedures stated in this Agreement including but not limited to any Unlawful Activity or any procedures and requirements as may be stipulated by RHB Bank from time to time including but not limited to the Settlement Procedures or contain any irregularity of whatsoever description, whether such discrepancy, irregularity or inaccuracy is attributed to any act of forgery or fraud or otherwise or the sale of any goods and/or the performance of any services or the use of any of the Payment Method involves a violation of any law or the rules of any governmental agency, local or otherwise inclusive of non-settlement by Merchant to RHB Bank within 30 days from date of each Charges and/ or Transaction and/ or whether such irregularity is attributed to any act or forgery or otherwise or the sale of any goods and/or the performance of any services or the use of the Payment Method involves a violation of any law or the rules of any governmental agency, local or otherwise.

- 13.2 In the event that any Charges, supporting EDC Slips, Sales Drafts, Mail Order or Telephone Order forms and/or the Merchant Report and all other relevant documents or the sale of any goods and/or the performance of any services or the use of the Payment Method are, in RHB Bank's sole and absolute opinion, contain transactions accepted not according to conditions and procedures stated in this Agreement including but not limited to any Unlawful Activity or any procedures and requirements as may be stipulated by RHB Bank from time to time including but not limited to the Settlement Procedures or contain any irregularity of whatsoever description, whether such discrepancy, irregularity or inaccuracy is attributed to any act of forgery or fraud or otherwise or the sale of any goods and/or the performance of any services or the use of any of the Payment Method involves a violation of any law or the rules of any governmental agency, local or otherwise inclusive of non-settlement by Merchant to RHB Bank within 30 days from date of each Charges and/ or Transaction and/ or whether such irregularity is attributed to any act or forgery or otherwise or the sale of any goods and/or the performance of any services or the use of the Card involves a violation of any law or the rules of any governmental agency, local or otherwise as determined by RHB Bank at its sole and absolute opinion, then no payment on the Charges or particular supporting EDC Slips, Sales Drafts, Mail Order or Telephone Order forms and/or Merchant Report shall be made by RHB Bank, and the Merchant agrees that RHB Bank reserves the right at its absolute discretion to claim back from the Merchant any payments made to the Merchant and that such sum of moneys may be refunded or repaid to RHB Bank on demand by RHB Bank by way of deduction from subsequent Charges submitted to RHB Bank for payment and/or debiting the Merchant's account maintained with RHB Bank and/or by RHB Bank exercising its right of set-off and/or by RHB Bank raising a claim on the Merchant for the Merchant's immediate settlement thereafter and/or by any other means as RHB Bank shall deem fit. Notwithstanding the foregoing, payment may at the sole and absolute discretion of RHB Bank be made by RHB Bank to the Merchant provided such irregularity or violation has been referred to and rectified by the relevant Cardholder and/or by the Merchant (and in writing where applicable) and provided the Merchant shall reimburse RHB Bank for any cost and expenses which has been incurred thereof by RHB Bank or paid to RHB Bank any payment which RHB Bank is entitled to pursuant to the terms of this Agreement.
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14 COLLECTION ITEMS

- 14.1 RHB Bank shall use its best endeavours to collect on behalf of the Merchant the amount due on any Charges which have not complied with the conditions and procedures stated in this Agreement but RHB Bank shall be entitled to impose a collection fee for each Charges successfully collected. The collection fee shall vary according to the transaction amount recorded on the Charges or EDC Slip or the Sales Draft or the Mail Order or Telephone Order form or the Merchant Report. RHB Bank shall not be obliged to pay the Merchant the amount of any Charges whether the Charges or EDC Slip or Sales Draft, Mail Order or Telephone Order forms or the Merchant Report and/or all the other relevant documents including but is not limited to the Credit Voucher presented on collection basis unless and until the said amount has been received by RHB Bank. The Merchant hereby agrees that RHB Bank shall be entitled to deduct the Merchant Discount and the collection fee from such sums received by RHB Bank before remitting the balance sum to the Merchant.
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15 MERCHANT DISCOUNT RATE

- 15.1 Unless otherwise agreed to by RHB Bank in writing, the Merchant shall pay to RHB Bank a Merchant Discount determined by RHB Bank on the total value of each Charges submitted to RHB Bank for payment in accordance with this Agreement and all other relevant charges payable to RHB Bank and any other sum of moneys (if any) payable by the Merchant to RHB Bank. The Merchant Discount and other sum of moneys (if any) owing by the Merchant to RHB Bank shall be deducted by RHB Bank before the Merchant is paid on each occasion.
- 15.2 The Merchant Discount shall be subject to review at the sole and absolute discretion of RHB Bank and any changes in respect of the Merchant Discount shall be effective on the day falling one (1) month after notification to the Merchant of such changes and any changes in respect of all other relevant deductions including Charges payable to RHB Bank shall be effective on the date of notification to the Merchant of such changes. The review of the Merchant Discount, if any, would be notified to Merchants via electronic mail and/ or letter and/ or fax and/ or any other

channels deemed acceptable by RHB Bank and still serve as a valid mode of informing the Merchant of such revision.

16 RETENTION OF RECORDS

16.1 The Merchants shall preserve all records pertaining to the Charges, Sales Drafts, EDC Slips, Credit Vouchers and Merchant Report and all other documents regardless if these documents are delivered to RHB Bank or are kept and filed at the Merchant including but not limited to relative invoices, purchase orders, delivery orders and other documents on which the Charges are raised for a period of at least eighteen (18) months from the date of the Charges were made. The Merchant shall permit RHB Bank, its employees and/or its agents at any time upon service of reasonable notice to examine any such documents. The Merchant shall within three (3) Business Days of a request by RHB Bank, produce their copy of the Sales Draft or EDC Slip and Credit Vouchers and Merchant Report and all other documents regardless if these documents are delivered, to RHB Bank, failing which, RHB Bank reserves the right to a restitution of such payment by way of deduction from subsequent Charges submitted to RHB Bank for payment and/or debiting the Merchant's account maintained with RHB Bank and/or by RHB Bank exercising its right of set-off and/or by RHB Bank raising a claim on the Merchant for the Merchant's immediate settlement thereafter and/or by any other means as RHB Bank shall deem fit.

17 PAYMENT ACCEPTANCE EQUIPMENT AND MATERIALS

17.1 Each electronic or mechanical equipment and forms including but not limited to Card Imprinter, EDC Terminal or Payment Acceptance Equipment and Materials supplied to the Merchant or any of the Merchant's offices and/or outlets and/or locations and/or establishments wherever situate by RHB Bank under this Agreement including the intellectual property rights to any software, hardware, systems and architecture shall at all times remain the property of RHB Bank and the Merchant agrees and undertakes to deliver or procure the delivery to RHB Bank upon demand or termination of this Agreement all such electronic or mechanical equipment and forms supplied by RHB Bank. Save for reasonable wear and tear, the Merchant agrees and undertakes to bear the cost of repairs and replacement of spare parts arising from any negligent damage, unauthorised use, abuse or misuse of the Payment Acceptance Equipment and Materials.

17.2 The Merchant agrees and undertakes:

- (a) To provide its own and adequate facilities (including telecommunication facilities) necessary for the use of the Payment Acceptance Equipment and Materials (which RHB Bank accepts no responsibility for any deficiency in Merchant's facilities) and to bear all installation charges for any telephone line(s) installed at any of the Merchant's offices and/or outlets and/or locations and/or establishments wherever situated which are required for the relevant Payment Acceptance Equipment and Materials as well as the operating charges in respect of such telephone line(s);
- (b) To carry out all refurbishment and other work necessary to permit RHB Bank to install and ensure the operation of the Payment Acceptance Equipment and Materials;
- (c) To allow RHB Bank (or its representatives) to enter into the Merchant's offices and/or outlets and/or locations and/or establishments wherever situated to install, inspect, repair, service or remove any Payment Acceptance Equipment and Materials at any reasonable time;
- (d) To take all necessary precautions to prevent the failure, loss, theft, misuse and/or tampering of any Payment Acceptance Equipment and Materials and to notify RHB Bank of the failure, loss, theft, misuse and/or tampering of any Payment Acceptance Equipment and Materials immediately by telephone and in writing by the next Business Day after becoming aware of such failure, loss, theft, misuse and/or tampering, as the case may be and to bear the cost of replacing and the cost of any lost or stolen or damaged or tampered Payment Acceptance Equipment and Materials and all costs of repairs;
- (e) Not to sell, assign or sub-lease any Payment Acceptance Equipment and Materials or allow any third party to acquire rights in or over any Payment Acceptance Equipment and Materials by way of encumbrance or otherwise or allow any third party to use any Payment Acceptance Equipment and Materials without RHB Bank's prior written consent;

- (f) Not to do any act or allow any omission which would be likely to jeopardise RHB Bank's ownership of any Payment Acceptance Equipment and Materials or rights of access, repossession or disposition of any Payment Acceptance Equipment and Materials under this Agreement or otherwise;
- (g) To prevent any misuse and/or any tampering (including any attempt to do so) of any Payment Acceptance Equipment and Materials including but not limited to any illegal modifications or reverse engineering or decompilation or recompilation to or misuse of any Payment Acceptance Equipment and Materials or removal, concealment or alteration of any markings attached to any Payment Acceptance Equipment and Materials which indicates RHB Bank's ownership and if the misuse and/or tampering affects the operative condition of any Payment Acceptance Equipment and Materials, to be liable and pay for any damage, loss and costs incurred or arising as a consequence of such actions;
- (h) To obtain the prior written approval of RHB Bank before the Merchant carries out any interface and/or modification works to any Payment Acceptance Equipment and Materials and to bear all costs and expenses for the abovementioned interface and/or modification works;
- (i) To only operate and/or use the Payment Acceptance Equipment and Materials in accordance with RHB Bank's directions and instruction from time to time;
- (j) Not to make the Payment Acceptance Equipment and Materials content available via a networked computer system or equivalent, including, but not limited to any third party's Intranet and Extranet or utilize data warehousing in relation to the Payment Acceptance Equipment and Materials, unless written approval is obtained from RHB Bank;
- (k) To bear all costs associated with the Merchant using and/or ceasing to use the Payment Acceptance Equipment and Materials or altering the Payment Acceptance Equipment and Materials and all costs incurred arising from or incidental to any supply, discontinuance or renewal;
- (l) Not to use or disclose any components of the Payment Acceptance Equipment and Materials, including, without limitation, any data or documentation, in any litigation or legal, judicial or administrative proceeding unless RHB Bank agrees otherwise in writing in advance;
- (m) Not to use the Payment Acceptance Equipment and Materials for any Unlawful Activity;
- (n) Not to use the Payment Acceptance Equipment and Materials after any termination by RHB Bank of this Agreement; and
- (o) As and when required by RHB Bank to execute all such documents (if any) in form and substance specified by RHB Bank for the provision of Payment Acceptance Equipment and Materials.

17.3 The Merchant agrees that RHB Bank is not liable to the Merchant for any loss or damage whatsoever and however arising suffered or incurred by the Merchant whether directly or indirectly in respect of the Merchant's use of any Payment Acceptance Equipment and Materials or participation in the VISA and/or MASTERCARD Acceptance Programme including but not limited to any of the following:

- (a) For any system or equipment malfunction including any tampering to any systems or equipment and any Payment Acceptance Equipment and Materials by any parties.
- (b) For any loss caused by the failure of any systems or equipment or any Payment Acceptance Equipment and Materials to complete any Transaction, in accordance with any customer's instruction.
- (c) For any loss due to a computing error.
- (d) For any loss or theft of or damage to any Payment Acceptance Equipment and Materials.
- (e) For any amounts due from the Cardholder in connection with the purchase of goods and/or services from the Merchant.
- (f) For any damages arising from the sale by the Merchant or the purchase by the Cardholder of any goods and/or services supplied by the Merchant.
- (g) Any consequential, exemplary, indirect, incidental or special damages, including but not limited to any lost profits, savings or revenues arising out of or in connection to this Agreement, whether under tort, contract or other theories of recovery, including without limitation as a result of inoperability or malfunction of any computer hardware or software

or system, any delay in the correction or repair of any malfunction, or otherwise resulting from or relating to the Merchant's use of the Payment Acceptance Equipment and Materials or RHB Bank or the Merchant's operation of any computer hardware, software or system, including its own negligence, even if RHB Bank has been advised of the possibility of such damages.

18 SURCHARGE, PREFERENCE AND MINIMUM CHARGES AMOUNT

- 18.1 The Merchant shall only charge the Cardholder the displayed or listed price or the cost price of the provisions of goods and/or services and any delivery or shipping charges as informed by the Merchant agrees and undertakes that it will not under any circumstances whatsoever levy a surcharge on a Cardholder to pay any part of the Merchant Discount by any increase in price or otherwise by any other manner whatsoever. RHB Bank reserves the right to claim back the surcharge amount upon receipt of documentary evidence that a surcharge has been levied by way of deduction from subsequent Charges submitted to RHB Bank for payment and/or debiting the Merchant's account maintained with RHB Bank and/or by RHB Bank exercising its right of set-off and/or by RHB Bank raising a claim on the Merchant for the Merchant's immediate settlement thereafter and/or by any other means as RHB Bank shall deem fit.
- 18.2 The Merchant must not in any way:
- (a) Indicate a greater preference for any particular method of settling the displayed or listed price or the cost price of the provision of goods and/or services other than by the use of the Payment Method; or
 - (b) Solicit or promote any other methods more actively than by the use of the Payment Method; or
 - (c) Honour any other methods on terms more favourable than the terms under which the Merchant accepts the use of the Payment Method.
- 18.3 The Merchant shall honour any Charges amount and shall not impose any minimum Charges amount whatsoever to a Cardholder who wants to pay for the goods & services, by charging their Card.
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19 CASH PAYMENTS AND CASH DISBURSEMENTS

- 19.1 A Merchant shall not at any time subsequent to the completion of a sales transaction in which a Payment Method has been accepted in payment for goods and/or services, receive or procure the receipt of any cash or cheque payments from the relevant Cardholder in respect of any such goods and/or services. Any refund or adjustments shall be subject to the provisions herein contained in this Agreement. The Merchant shall not under any circumstances whatsoever make any cash advances to any Cardholders unless specifically authorised in writing by RHB Bank.
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20 CARDHOLDER COMPLAINTS

- 20.1 The Merchant agrees that RHB Bank is not and shall not be responsible to Cardholders in any way or manner whatsoever for any goods and/or services supplied by the Merchant. It shall be the obligation of the Merchant to resolve any disputes between the Merchant (or any of the Merchant's offices and/or outlets and/or locations and/or establishments wherever situate) and the Cardholder amicably and promptly.
- 20.2 The Merchant must respond to each Cardholder inquiry no later than by the end of the next Business Day following the day of the Cardholder inquiry is delivered to the Merchant and the Merchant may conduct subsequent communications with the Cardholder by telephone, mail, facsimile, in-person call or other means. The Merchant acknowledges RHB Bank shall have the sole and absolute discretion to terminate or suspend this Agreement if the Merchant fails to respond to any Cardholder inquiries.
- 20.3 Where any Transaction is disputed for any reason whatsoever, the loss shall be borne by the Merchant and RHB Bank shall be relieved from all liability to pay the Merchant for such disputed Transaction. The Merchant shall become immediately liable to refund RHB Bank the full amount of any payment received by it or on its behalf relating to such disputed Transaction from RHB Bank. Further, where RHB Bank has paid the Merchant the amount of a disputed Transaction, RHB Bank may immediately set off such amount paid against any amount payable to the Merchant upon RHB Bank's becoming aware of the dispute.

21 CHARGEBACK

- 21.1 In the event of a breach or violation by the Merchant of any of the terms of this Agreement and/or in the event of a dispute of any Transaction between the Merchant and the Cardholder and/or a dispute between the Merchant and RHB Bank and/or a dispute between the Cardholder and RHB Bank, the Merchant agrees that RHB Bank is authorised at its sole and absolute discretion to a charge back of the Transaction and the Charges in dispute and in addition, to immediately deduct from subsequent Charges submitted to RHB Bank for payment and/or debit the Merchant's banking account maintained with RHB Bank and/or exercise its right of set-off, for the total amount of the Charges that is in breach or that is subject to a charge back less the Merchant Discount, and any other relevant deductions including any charges payable to RHB Bank. If the Merchant's banking account has insufficient funds available, RHB Bank reserves the rights to debit the Merchant's account with RHB Bank with a partial amount and/or deduct from subsequent Charges submitted to RHB Bank for payment. RHB Bank shall have full recourse to recover any payment made to the Merchant in the event of a breach or violation by the Merchant of any of the terms of this Agreement including but not limited to any Unlawful Activity and/or for any Transaction charged back and/or any Transaction which is subject to any disputes mentioned above by way of deduction from subsequent Charges submitted to RHB Bank for payment and/or debiting the Merchant's account maintained with RHB Bank and/or by RHB Bank exercising its right of set-off and/or by RHB Bank raising a claim on the Merchant for the Merchant's immediate settlement thereafter and/or by any other means as RHB Bank shall deem fit.
- 21.2 Without prejudice to any other rights and remedies of RHB Bank, the Merchant agrees and undertakes with RHB Bank that Merchant is fully liable and will reimburse RHB Bank upon demand the total face amount of any Transactions upon demand by RHB Bank for any charge back as a result of the scenarios mentioned in Clause 21.1 and in addition, including but not limited to the following scenarios: -
- (a) the Cardholder has cancelled the purchase of any goods and/or services, whether or not a Credit Voucher or credit slip has been raised by the Merchant and delivered to RHB Bank;
 - (b) the Cardholder did not receive the goods and/or services including but not limited to any merchandise;
 - (c) the Cardholder claims that the transactions have been improperly drawn or executed without the Cardholder's authority;
 - (d) the Cardholder disputes the sale and/or quality and/or delivery of any goods and/or services or the performance or quality of services or denies liability for whatever reason;
 - (e) the Merchant violates the procedures including Card acceptance procedures as set by VISA and/or MASTERCARD;
 - (f) the Merchant violates any applicable law or regulation including but not limited to any Unlawful Activity;
 - (g) the Merchant and/or the Cardholder has in the reasonable opinion of RHB Bank, committed and/or been involved in fraud and/or forgery
 - (h) the Transaction is incomplete and was or has been discovered to be illegal;
 - (i) where the authorisation code of any Transaction on the Sales Drafts, Charges, Mail Order or Telephone Order form or Merchant Report does not correspond with RHB Bank's record or the records of VISA, MASTERCARD or any other affiliate;
 - (j) the Card concerned is found to have expired or is invalid for any reason whatsoever;
 - (k) the Transaction is found to be a Cash disbursement, Cash refund or Cash payment;
 - (l) the Transaction is found to be for sale of merchandise or services prohibited by law;
 - (m) an act of default by the Merchant of its obligations as contained herein of whatsoever nature and however arising;
 - (n) the Transaction is found to be a circumstances constituting a breach of any term, condition, representation, warranty or duty of Merchant hereunder;
 - (o) sale of any goods or the performance of services, or use of a Card thereof involves a violation of law or the rules and regulations of any governmental or other authority and/or rules and regulations of MASTERCARD or VISA or otherwise, including Unlawful Activity and any import or export control legislations and regulations;

- (p) any inaccurate, misleading or incomplete information provided by the Merchant;
- (q) the Merchant or the Merchant's goods and/or services infringing any intellectual property rights of any third party;
- (r) any libel, invasion of privacy, or disparagement claims by the Merchant;
- (s) any penalty imposed and/ or suffered by RHB Bank arising though the fault of the Merchant and/or arising from the customer of the Merchant including but is not limited to the penalty from VISA and/or MASTERCARD; and
- (t) any violation of any rights of any third party.

22 SUSPENSION

- 22.1 RHB Bank may at its sole and absolute discretion at any time suspend the operation of this Agreement by serving a suspension notice ("the Suspension Notice") on the Merchant and in the event that the Suspension Notice is not revoked by RHB Bank within seven (7) Business Days from the date of the Suspension Notice, this Agreement shall be deemed to be terminated immediately on the seventh (7th) Business Day from the date of the Suspension Notice.
- 22.2 RHB Bank shall not be bound to give to the Merchant any reasons whatsoever for the service of the Suspension Notice and RHB Bank is not liable to indemnify the Merchant for any loss, cost or damage arising out of the operations of this Agreement including but not limited to any loss, cost or damage as a result of the suspension or termination of this Agreement.

23 TERMINATION

- 23.1 This Agreement may be terminated by either party giving to the other party at least thirty (30) days prior notice in writing.
- 23.2 Without prejudice to any other provisions of this Agreement, RHB Bank shall be entitled to give notice to the Merchant to immediately terminate this Agreement for convenience without any fault or if: -
 - (a) the Merchant -
 - (1) is in breach of any of the terms and conditions of this Agreement including but not limited to any Unlawful Activity or abandons or repudiates this Agreement; or
 - (2) fails either -
 - (A) to comply with any of its duties and obligations under this Agreement; or
 - (B) to proceed with the execution of any of its duties and obligations under this Agreement; or
 - (b) the Merchant goes into liquidation or a provisional liquidator is appointed in respect of the Merchant (other than a voluntary liquidation for the purposes of amalgamation or reconstruction while solvent);
 - (c) an administrator or receiver or receiver and manager is appointed over any part of the assets or undertaking of the Merchant;
 - (d) the Merchant becomes insolvent or is unable to pay its debts or admits in writing its inability to pay its debts as they fall due or enters into any composition or arrangement with its creditors or makes a general assignment for the benefit of its creditors;
 - (e) any execution or distress is levied or enforced against the property of the Merchant;
 - (f) the Merchant's activity remains inactive for a period in excess of six (6) consecutive months;
 - (g) the Merchant is in the sole and absolute opinion of RHB Bank involved in any suspicious fraudulent or unlawful activities.
 - (h) the Merchant or its employees, servants or agents have acted fraudulently or have otherwise misused the Payment Method or Payment Acceptance Equipment and Materials or the VISA and/or MASTERCARD Acceptance Programme;
 - (i) the Merchant becomes insolvent or threatens or passes a resolution to wind-up or is in jeopardy of becoming subject to any form of insolvency proceedings; or
 - (j) the Merchant, being a proprietorship or partnership, dissolves, threatens or resolves to dissolve or in jeopardy of dissolving.
- 23.3 If this Agreement is terminated under any of the provisions of this Agreement -
 - (a) the Merchant shall immediately return or procure the return to RHB Bank all Payment Acceptance Equipment and Materials and all other equipment and materials whatsoever

supplied to the Merchant in good working order, all schedules, exhibits and documents supplied to the Merchant by RHB Bank under this Agreement and all Confidential Information, documents and copies thereof and all other materials relating to the Card in the possession, custody or control of the Merchant or otherwise, failing which RHB Bank may impose charges to the Merchant;

- (b) the Merchant must immediately cease using the promotional material and return all promotional material supplied to the Merchant or obtained through the Payment Method, to RHB Bank or otherwise deal with the promotional material in accordance with RHB Bank's direction, failing which RHB Bank may impose charges to the Merchant;
 - (c) the Merchant shall remain liable to pay to RHB Bank all sums agreed to be paid under this Agreement which have accrued and are due and owing to RHB Bank prior to such termination; and
 - (d) subject to the provisions of this Agreement, both parties shall be discharged from any future liabilities.
- 23.4 The termination of this Agreement for whatever reason shall not affect the accrued rights of the parties arising in any way out of this Agreement as at the date of termination and in particular but without limitation the right to recover damages against the Merchant for any antecedent breach and all provisions in respect of such rights will survive this Agreement and will remain in force and effect.
- 23.5 RHB Bank may exercise its right to terminate any of the Payment Method by issuing a letter notifying the Merchant of such termination. If any of the Payment Method is terminated:-
- (a) the Merchant shall immediately return or procure the return to RHB Bank the relevant Payment Acceptance Equipment and Materials and all other equipment and materials whatsoever supplied to the Merchant in good working order, all schedules, exhibits and documents supplied to the Merchant by RHB Bank under this Agreement and all relevant Confidential Information, documents and copies thereof and all other materials relating to the Card in the possession, custody or control of the Merchant or otherwise, failing which RHB Bank may impose charges to the Merchant;
 - (b) the Merchant must immediately cease using the promotional material and return all promotional material supplied to the Merchant or obtained through the terminated Payment Method, to RHB Bank or otherwise deal with the promotional material in accordance with RHB Bank's direction, failing which RHB Bank may impose charges to the Merchant;
 - (c) the Merchant shall remain liable to pay to RHB Bank all sums agreed to be paid under this Agreement which have accrued and are due and owing to RHB Bank prior to such termination; and
 - (d) subject to the provisions of this Agreement, both parties shall be discharged from any future liabilities in respect of the terminated Payment Method.

24 DISCLOSURE OF INFORMATION

- 24.1 The Merchant agrees that RHB Bank shall be entitled at its sole and absolute discretion to:-
- (a) disclose any information concerning the Merchant and any of its offices and/or outlets and/or locations and/or establishments wherever situate to any agent or sub-contractor appointed or engaged by RHB Bank or to any other person for any purpose in connection with any credit card products;
 - (b) disclose to any person or entity and/or any other interested party any information concerning the Merchant's banking account and any other information which may be necessary to facilitate the use of the Payment Method or Payment Acceptance Equipment and Materials, the processing of any information effected through the use of the Payment Method or Payment Acceptance Equipment and Materials or for the purpose of recovering of any moneys due and owing from the Merchant to RHB Bank.
- 24.2 The Merchant shall not in any manner howsoever disclose or procure the disclosure of any information obtained from the Cardholder and/or RHB Bank by reason of the Merchant's participation in the VISA Acceptance Programme and/or the MASTERCARD Acceptance Programme to any person or company other than RHB Bank without the Cardholder's and/or

RHB Bank's prior written consent. The Merchant hereby agrees that this condition and restriction shall continue in force after the termination of this Agreement.

25 ASSIGNMENT

- 25.1 The Merchant shall not assign, transfer, mortgage, charge or pledge this Agreement or any of its rights, interest, entitlements, obligations and benefits under this Agreement or any part thereof without first obtaining the prior written approval of RHB Bank in writing. Any such assignment or transfer or mortgage or charge or pledge of this Agreement or any of its rights and interest hereunder or any part thereof by the Merchant without the prior written approval of RHB Bank shall be null and void and be of no effect and shall constitute a breach of this Agreement.
- 25.2 RHB Bank is at liberty and entitled upon notification to the Merchant and without the concurrence of the Merchant to assign or transfer all or any of its rights, interests, entitlements, obligations and benefits under this Agreement to such person or corporation at its own costs and expense and upon such assignment or transfer the assignee or transferee will assume and is entitled to all the rights, interests, entitlements, obligations and benefits under this Agreement as if the assignee or transferee had been a party to this Agreement in place of RHB Bank.
- 25.3 The Merchant agrees and undertakes that it shall not, directly or indirectly, sell, transfer, assign, mortgage, charge or otherwise dispose or part possession or control of its ownership or shareholding in its business or company or any part thereof:
- (a) unless RHB Bank has received prior written notice from the Merchant of such transfer, assignment, mortgage, charge, disposal or parting of possession or control; and
 - (b) provided that the Merchant shall have procured that any such transferee, assignee, mortgagee or chargee or such other person taking possession or control has entered into an Agreement or deed or other suitable documentation in form and substance acceptable to RHB Bank agreeing to be bound by all the terms and conditions of this Agreement as though it was an original party to this Agreement or a fresh Merchant Agreement, in form and substance acceptable to RHB Bank.
- 25.4 The Merchant agrees and undertakes to continue to be fully liable and to fully indemnify RHB Bank and to keep RHB Bank fully indemnified against all losses, damages, claims and costs and expenses whatsoever which RHB Bank may suffer by reason of or arising out of any breach of the above provision and the Merchant hereby agrees that this indemnity shall continue in force after the termination of this Agreement.
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26 DATA PROTECTION

- 26.1 The Merchant agrees and undertakes:
- (a) that any personal data about each user and/or each Cardholder collected by the Merchant must not be used for any other purposes other than for the sale and purchase of the Merchant's goods and/or services by the Merchant to the Cardholder;
 - (b) not to transfer any personal data about each user and/or each Cardholder collected by the Merchant to any third party other than to RHB Bank and/or VISA (in the case of any Cardholder which holds a VISA Card) and/or MASTERCARD (in the case of any Cardholder which holds a MASTERCARD Credit Card);
 - (c) to take responsible measures to ensure that any user identifications, credit card numbers and passwords used by permitted users and/or Cardholders will be kept confidential including, but not limited to, not storing them on any computer in unencrypted text;
 - (d) not to sub-license, distribute, disclose, transfer or declare a trust of its rights in any information, documentation, or data obtained by or disclosed to the Merchant pursuant to any Transaction or the Merchant's participation in the VISA and/or MASTERCARD Acceptance Programme, in whole or in part, to any third party, without the express written consent of RHB Bank and any attempt to assign, transfer, sub-license or declare a trust of its rights without such consent shall render such assignment, transfer or sub-license, or declaration void and shall be construed as a breach of this Agreement; and
 - (e) to comply with all rules, guidelines or regulations imposed by RHB Bank relating to personal data and also all applicable data protection laws of Malaysia.

27 AMALGAMATION OR RECONSTRUCTION

The liabilities and obligations of the Merchant created by this Agreement shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation or reconstruction or otherwise which may be made to the Merchant. It is expressly declared that no change whatsoever in relation to or affecting the Merchant, shall in any way affect the liabilities and obligations of the Merchant created under this Agreement in relation to any Transaction whatsoever whether past, present or future.

28 INDEPENDENT ADVICE

The Merchant hereby covenants and declares that the Merchant has been advised by RHB Bank to seek independent legal advice on the effect and consequences to the Merchant signing this Agreement and the Merchant agrees that the provisions contained in this Agreement shall be binding on the Merchant regardless of whether the Merchant has referred to any such advice.

29 NON-WAIVER OF RIGHTS

- 29.1 All the original rights, powers and remedies of both parties under this Agreement shall remain in force notwithstanding any neglect, forbearance or delay in the enforcement thereof and neither party shall be deemed to have waived any of its rights or any provision of the Agreement or any notice given hereunder unless such waiver is in writing.
- 29.2 The rights and remedies provided in this Agreement are cumulative, and are not exclusive of any rights or remedies of the parties provided at law, and no failure or delay in the exercise or the partial exercise of any such right or remedy or the exercise of any other right or remedy shall affect or impair any such right or remedy.
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30 NOTICES AND COMMUNICATIONS

- 30.1 Any notice or other document to be given under this Agreement and all other communications between the parties hereto with respect to this Agreement shall be in writing and may be given or sent by:
- (a) hand;
 - (b) registered post, ordinary post or courier service; or
 - (c) facsimile or other electronic media,
- to the other party at the address or facsimile transmission number herein set out or such other address or facsimile transmission number as either party may give notice of to the other.
- 30.2 All such notice and documents shall be in the English language or the Malay Language.
- 30.3 Any notice or other document shall be deemed to have been duly served upon and received by the addressee:
- (a) if delivered by hand, at the time of delivery;
 - (b) if sent by registered post, ordinary post or courier, within two (2) days of posting; and
 - (c) if transmitted by way of facsimile transmission or other electronic media, at the time of transmission.
-

31 REVIEW AND AMENDMENT

RHB Bank shall have the option at its sole and absolute discretion to review the terms and conditions of this Agreement from time to time and RHB Bank reserves the sole and absolute right to vary, amend or add to the terms and conditions of this Agreement at any time and from time to time. Any such variations, amendments or addition will be effective upon notification to the Merchant in accordance with the provisions of this Agreement or by any other means as RHB Bank shall at its sole and absolute discretion deem fit.

32 CONFIDENTIALITY

- 32.1 The Merchant acknowledges and agrees that all Confidential Information are confidential and the Merchant agrees and undertakes to keep all Confidential Information in the strictest confidence and to use a reasonable degree of care to protect the confidentiality of all Confidential Information.
- 32.2 The Merchant shall not, and shall ensure that its employees and representatives shall not, at any time during or after the period of this Agreement in any manner howsoever communicate, disclose or provide or procure the communication, disclosure or provision to any third party the

whole or any part of any Confidential Information, except as expressly permitted by RHB Bank in writing.

- 32.3 The Merchant hereby agrees that the above conditions and restrictions shall continue in force after the termination of this Agreement.
- 32.4 The Merchant further agrees and undertakes to use its best efforts to ensure any employee of the Merchant receiving any Confidential Information or copies thereof are informed of and appreciate the confidential nature of the Confidential Information, and to require each such employee to refrain from disclosing or discussing any Confidential Information with anyone other than the employees of the Merchant or RHB Bank and to ensure that only those employees who require access to the Merchant's Web Site and the Confidential Information shall have such access and only to those portions of the Confidential Information necessary to fulfil the Merchant's obligations under and internal business purposes in respect of this Agreement.
-

33 MISCELLANEOUS

- 33.1 Knowledge or acquiescence by RHB Bank of, or in, any breach by the Merchant of any of the provisions of this Agreement does not operate as or is not deemed to be a waiver of such provisions and notwithstanding such knowledge or acquiescence, RHB Bank remains entitled to exercise its rights and remedies under this Agreement and at law and to require strict performance of all of the provisions of this Agreement.
- 33.2 The non-exercise of or delay by RHB Bank in exercising any power or right does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right of RHB Bank can only be waived in writing.
- 33.3 Time wherever mentioned is of the essence of this Agreement.
- 33.4 The Merchant agrees that RHB Bank is not liable to the Merchant for:
- (a) any failure to perform, or for any delay in performing any of its obligations under this Agreement, where the failure or delay is occasioned by any act, thing or cause beyond its reasonable control including but not limited to any fire, earthquake, flood, epidemic, accident, explosion, casualty, lock-out, riot, civil disturbance, act of public enemy, natural catastrophe, embargo, war, Act of God, sabotage, system or equipment malfunction or computing error; and/or
 - (b) any inaccuracy, incompleteness or late completion of any Transaction.
- 33.5 The Merchant agrees that services of RHB Bank under this Agreement are provided on an "as is" basis without any warranties of any kind and RHB Bank does not warrant that the services of RHB Bank will meet the present or future needs or objectives of the Merchant and the Merchant assumes sole responsibility for the use, selection, and suitability of the VISA and/or MASTERCARD Acceptance Programme to carry out Transactions and the Payment Acceptance Equipment and Materials to its needs and objectives and RHB Bank is not responsible or liable:
- (a) for the content of any third party materials or for any third party equipment;
 - (b) for downtime or slowdowns of the Internet and/or Payment Acceptance Equipment and Materials; or
 - (c) for any incidental, consequential or special damages, or for lost business, lost profits or third party claims, whether foreseeable or not, even if RHB Bank has been advised, knew or should have known of the possibility of such damages.
- 33.6 If any terms and conditions or stipulations contained in this Agreement is held to be invalid, void, prohibited, illegal or unenforceable such invalidity, voidness, prohibition, illegality or unenforceability does not invalidate or in any way affect the remaining provisions of this Agreement.
- 33.7 The Merchant undertakes to inform RHB Bank of any change in the name, style, constitution or composition of the Merchant whether by retirement, expulsion, death or admission of any partner or parties, amalgamation, reconstitution or otherwise and the Merchant hereby agrees that this Agreement shall inure and continue to be in force for all intents and purposes as if the resulting firm, company or concern had been named as a party in this Agreement.
- 33.8 In the event that the Merchant owes an amount to RHB Bank, RHB Bank can set-off any amounts owed by the Merchant to RHB Bank with amounts owed by RHB Bank to the Merchant.

- 33.9 The Merchant agrees and undertakes to pay all legal costs, on a solicitor and client basis, and other expenses incurred by RHB Bank in the enforcement of RHB Bank's rights and entitlement under this Agreement on a full indemnity basis. The Merchant further agrees and undertakes to immediately pay all costs and expenses and penalty interest and charges incurred or imposed by RHB Bank as a result of any non-compliance by the Merchant of any terms of this Agreement and/or any Settlement Procedures and all costs and expenses for the supply of any Payment Acceptance Equipment and Materials and Verified-by-Visa and/or MASTERCARD SecureCode.
- 33.10 Nothing in this Agreement shall be construed as establishing or creating a relationship of master and servant or principal and agent nor shall it constitute a partnership between the Merchant and RHB Bank.
- 33.11 This Agreement is binding on the personal representatives, heirs, successors in title and permitted assigns of the parties.
- 33.12 Where the Merchant would be liable for any act, omission, neglect or default, it shall be liable to the same for any act, omission, neglect, or default of any of its employee, agent, or of the employee of such an agent.
- 33.13 This Agreement is governed by, and must be construed in accordance with the laws of Malaysia and the parties submit to the exclusive jurisdiction of the Courts of Malaysia, waive any objection on the grounds of venue or forum of convenience or any similar grounds, and consent to service of process by mail or on other any manner permitted by the relevant law.
- 33.14 The parties agree that this Agreement comes into force on the date of this Agreement irrespective of the diverse dates upon which the parties may have each executed this Agreement respectively.
- 33.15 The stamp duty for this Agreement shall be borne by the Merchant.

[The remainder of this page is intentionally left blank]

EXECUTED:

For and on behalf of RHB Bank

For and on behalf of the Merchant

.....
**Authorised Signatory
(Signature)**

.....
**Authorised Signatory
(Signature)**

Name (please print):

Name (please print):

NRIC / Passport No (please print):

NRIC / Passport No (please print):

Designation (please print):

Designation (please print):

Company Stamp:

Company Stamp:

WITNESS

WITNESS

.....
(Signature)

.....
(Signature)

Name (please print):

Name (please print):

NRIC / Passport No (please print):

NRIC / Passport No (please print):

Designation (please print):

Designation (please print):

Company Stamp:

Company Stamp:

ANNEXURE 1 REFERRED TO ABOVE

(Which is to be taken, read and construed as an essential part of this Agreement)

Part I : Date of Agreement (please print) :

Part II : Merchant's Name, Description and Registered Address (please print):

Part III : Merchant's Principal Place of Business (please print):