

## 1. Definitions

<b>Payment Documentation</b>	Documentation specifying the functionalities of the Payment Solution and instructions of its implementation in the Merchant's system.
<b>Acquirer</b>	Acquiring Bank
<b>Business Day</b>	Means each day from Monday to Friday, with the exception of public holidays in Malaysia or other days indicated by PayDirect.
<b>Material Breach</b>	Means: <ol style="list-style-type: none"><li>1. Delay in payment for the Services by the Merchant lasting more than 3 (three) months;</li><li>2. Use of the Paydirect Payment Solution provided by Paydiret contrary to its purpose;</li><li>3. Aggregation or resale by the Merchant of the PayDirect Payment Solution to the third parties;</li><li>4. Situation in which publicly available information about the Merchant indicate Merchant's difficult financial situation, what significantly increases the risk of its insolvency;</li><li>5. Termination of agreements between PayDirect and the Acquirers with whom PayDirect had signed agreements on handling of payments of a given Merchant;</li><li>6. Termination of agreement / agreements between the Merchant and the Acquirer for the reason attributable to the Merchant.</li></ol>
<b>Information Template</b>	All forms of providing information by the Merchant to PayDirect before conclusion of the Agreement, containing all information necessary to the proper provision of Services, in particular used for registration of the Merchant in the PayDirect Payment Solution, in Paydirect's systems and in the systems of the Acquirers, including data submitted with on-boarding form available on Paydirect's website.
<b>Client</b>	Entity which makes payment for goods or services to Merchant using electronic payments provided by Paydirect.
<b>Merchant's Account</b>	Means individual account of the Merchant in the PayDirect's application, including in particular a website in the PayDirect's application dedicated to the Merchant, which is used to manage the payments and to order the Services,

allowing also to administrate of transactions, check payment statuses and sales reports.

<b>Merchant</b>	A regitered company or an organization which has a legal capacity, which concluded the Agreement with Paydirect, using electronic payments in the course of its activity.
<b>Fees</b>	Fees payable to Paydirect for its Services as set forth in the Agreement.
<b>Terms and Conditions</b>	These Terms and Conditions of PayDirect Payment Solutions are made available under <a href="https://&gt;&gt;&gt;&gt;&gt;">https//&gt;&gt;&gt;&gt;&gt;</a>
<b>PayDirect Payment Solution</b>	PayDirect Payment Solution offered to the Merchant, including manner of integration between systems of the Merchant and PayDirect and enabling to receive payments by the Merchant from the Clients using services performed by the Acquirers and enabling exchange of information and statements between the Clients and the Merchant, including the Merchant's Account.
<b>Party</b>	PayDirect or Merchant, jointly referred to as the Parties.
<b>Agreement</b>	Master Agreement regarding PayDirect Payment Solution concluded between PayDirect and Merchant together with these Terms and Conditions.
<b>Services</b>	PayDirect Payment Solutions and other services offered by PayDirect to Merchant.
<b>Payment Gateway Service</b>	Means a service of providing PayDirect Payment means for accepting electronic payments made to Merchant using the PayDirect Payment Solution, within the methods of payment handled by the Acquirers.
<b>Transaction</b>	Payment transaction made by the Client to Merchant with the use of electronic payments and the PayDirect Payment Gateway Service.

## 2. General provisions

1. The subject of the Terms and Conditions is to determine rules of cooperation between Merchant and PayDirect in the scope of the use of the Services by Merchant through the PayDirect Payment Solution.
2. Conclusion of the Agreement requires it to be signed by Merchant and PayDirect in the same document.

3. The condition of commencement of provision of PayDirect Payment Gateway Service is integration with PayDirect Payment Solution and conclusion by Merchant of an agreement / agreements with the Acquirers.
4. Merchant is obliged to conclude agreement with one or more Acquirers, pursuant to which all payments made by Merchant's Clients will be processed by Acquirer or Acquirers with the use of PayDirect's PayDirect Payment Solution.

### 3. Fee Structure

1. PayDirect Payment Gateway Service is based on providing Payment Solution in either:
  1. A SaaS model (Software-as-a-Service) available by PayDirect to Merchant i.e. in the model in which an application is stored and executed on the provider's server and made available to Merchant via the Internet.

For monthly access to this service, the Merchant subscribes to a published subscription rate billed on a prepaid basis either monthly, 6-months or 12 month periods. Subscriptions plans are published here [www.paydirect.my/pricing](http://www.paydirect.my/pricing)
  2. An integrated pricing model plan at a published fixed transaction rate. The transaction fee are determined by the Acquirer. The Integrated pricing model plan is published here [www.paydirect.my/pricing](http://www.paydirect.my/pricing)
2. PayDirect Payment Gateway Service will be performed on the continuous basis, 24 hours a day, 7 days a week, 365 days a year.
3. In the scope of the PayDirect Payment Gateway Service, PayDirect offers to Merchant:
  1. receiving funds from the Clients using different payment channels indicated in the Agreement, in particular:
    1. FPX online payments
    2. Credit Card payments
  2. and other Services defined by PayDirect Payment Solution's functionalities made available to Merchant.

### 4. Access to Services

PayDirect reserves that the access to Services may be modified, partially or completely suspended to the necessary extent in cases justifying such actions, which is *inter alia* to ensure security and stability of the Services' environment, in connection with the change of applicable law, for the purpose of repairs, maintenance, introduction of necessary adaptations, modifications and extensions of the software or the application, taking actions aimed at locating and removing malfunctions in the functioning of the Services. Interruptions and limitations in performing of Services in the cases indicated above are deemed to be compliant and admissible under the Agreement and do not give rise to PayDirect's liability. Excluding cases of suspension of Services resulting from unplanned and unpredictable Service disruptions, PayDirect will notify Merchant of the suspension of Services at least 7 days in advance.

### 5. PayDirect Payment specification and integration of Payment Solution

1. Payment specification of the Payment Solution and instruction of Payment Solution's integration is included in the Payment Documentation available under <http://paydirect.my/documentation>
2. PayDirect may amend the Documentation in accordance with the procedure indicated in the Terms and Conditions. As a rule, the amendments introduced by PayDirect to Payment Documentation will be aimed at the development and implementation of improvements in the functionality of the Payment Solution or will take into account the requirements of the Acquirers.

## 6. PayDirect's obligations

1. PayDirect undertakes:
  1. to ensure Merchant's access to the Services through the PayDirect Payment Solution for the duration of the Agreement;
  2. to make the processing of the electronic payments received by Merchant from the Clients PayDirect Paymently available through the use of the Payment Solution via the Acquirers;
  3. to ensure the highest level of security of the payment transactions and confidentiality of personal data and Merchant's data in accordance with the Payment Card Industry Data Security Standards
  4. to provide Merchant with all necessary information to enable effective integration of the Merchant's system with the Payment Solution.

## 7. Merchant's obligations:

1. Merchant undertakes:
  1. to use the Services in accordance with the applicable law, the Agreement and the Terms and Conditions;
  2. to use Services to handle Transactions on the websites and in IT environments previously approved by PayDirect;
  3. to offer possibility of concluding Transactions within payment methods which have been covered by the Agreement and agreements with Acquirers;
  4. to place and maintain on its website, for the duration of the Agreement, PayDirect's logo on its website
  5. to grant PayDirect irrevocable consent to use Merchant's logo for marketing and commercial purposes for the duration of the Agreement;
  6. to comply with PayDirect's guidelines in the scope of conducting actions to ensure the security and consistency of the Services indicated in the Documentation;
  7. to immediately inform PayDirect on any changes regarding the Merchant in particular changes regarding its legal form, address, bank data, significant changes in the privacy policy or terms and conditions of delivery of goods or provision of services or other data provided on the Information Template;
  8. to handle electronic payments in accordance with requirements of the Acquirers, especially by including in its regulations information provided by the Acquirers or PayDirect within the time indicated by PayDirect;
  9. to customize its payment website in accordance with the guidelines provided by Acquirers or PayDirect;

10. to grant the Acquirer an irrevocable consent (for the duration of the Agreement) to provide PayDirect with information regarding Merchant's transactions made through the Payment Solution.

## 8. Warranties in Respect of the Merchant's Information

1. The Merchant is solely responsible for its Information and the Merchant acknowledges that Pay Direct is merely a conduit for facilitating payment from the Client to the Merchant's account.

2. The Merchant shall use its best endeavours to ensure that the Merchant's Information and the Merchant's activities (including its payments and receipt of payments) that are transacted through the Payment Solution shall not:

- (i) be false, inaccurate or misleading;
- (ii) be fraudulent or involve the sale of counterfeit or stolen items;
- (iii) be related in any way to gambling and/or gaming activities, including but not limited to payment or the acceptance of payments for wagers, gambling debts or gambling winnings, regardless of the location or type of gambling activity (including online and offline casinos, sports wagering and office pools);
- (iv) violate Clause 9 of this Agreement;
- (v) infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy;
- (vi) violate any law, statute, ordinance, contract or regulation (including, but not limited to, those governing financial services, consumer protection, unfair competition, anti-discrimination, or false advertising);
- (vii) be defamatory, libellous, unlawfully threatening or unlawfully harassing;
- (viii) be obscene or contain child pornography;
- (ix) contain any viruses, Trojan horses, worms, time bombs, bots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information; or

## 9. Violations by the Merchant

1. If the Merchant intentionally and knowingly engages in any of the following acts, Pay Direct shall be entitled, at its sole discretion, to limit the Payment Solution provided to the Merchant or immediately terminate the Payment Solution and this Agreement by notice in writing to the Merchant:
  - (i) Using the Payment Solution to receive payments directly or indirectly, for any sexually oriented or obscene materials or services in violation of Pay Direct policy;
  - (ii) Using the Payment Solution to receive payments directly or indirectly, for any narcotics, other controlled or illegal substances, steroids or prescription drugs in violation of any laws;
  - (iii) Using the Payment Solution to receive payments directly or indirectly, for wagers, gambling debts or gambling winnings, regardless of the location or type of gambling activity;
  - (iv) Using the Payment Solution to receive payments directly or indirectly, for any counterfeit products;
  - (v) Using the Payment Solution to receive payments directly or indirectly, for any weapons including firearms, ammunition, high capacity magazines, air guns, explosives;

- (vi) Using the Payment Solution to receive payments directly or indirectly, for any fireworks or pyrotechnic devices or supplies;
- vii) Attempts to tamper, hack, modify or otherwise corrupt the security or functionality of Payment Solution;
- (viii) Using the Payment Solution for money laundering activities;
- (ix) Using the Payment Solution for any illegal or immoral activities, including but not limited to such activities that violate the laws of Malaysia.

2. The Parties hereby agree that the damage that Pay Direct may sustain as a result of a breach of Clause 8 above by the Merchant may be substantial, including but not limited to fines and other related expenses from its payment processors and service providers for which damages may not be an adequate remedy for such breach by the Merchant and in view thereof, the Merchant acknowledges that Pay Direct shall be entitled to seek equitable relief, including but not limited to injunctions and specific performance, in the event of any such breach or threatened breach by the Merchant.

3. In addition to Clause 10 below, the Merchant further indemnifies Pay Direct for any and all liability which Pay Direct may incur pursuant to the provision of the Payment Solution, if the Merchant is found to be in breach of this Clause 9.

#### 10. Disclaimer and Limitation of Liability

1. The Parties hereto agree that Pay Direct shall not be held liable for any business expense, machine downtime or damages caused by any deficiency, defect or error in the Payment Solution or malfunction thereof and in no event shall Pay Direct be liable to the Merchant for any consequential or incidental damages, including but not limited to loss of profits, loss of turnover and/or loss of data.
2. The Parties hereby agree that Pay Direct shall not be held liable in any manner whatsoever in the event there is a dispute between the Merchant and any of the Clients, unless it can be reasonably proven by the Merchant that such dispute arose, directly or indirectly, from the wilful negligence, fraudulent act, default or breach and/or acts or omissions by Pay Direct in the provision of the Payment Solution under this Agreement.
3. The Merchant shall not hold Pay Direct, its holding company, subsidiaries, employees and its suppliers liable in any way for any losses or liabilities arising directly and solely from the fault of the Merchant or authorised third parties directly relates to the Merchant in connection with the use of or access to the Payment Solution.

#### 11. Indemnity

The Merchant shall indemnify Pay Direct and hold Pay Direct, its holding company, subsidiaries, affiliates, officers, directors and employees harmless from any claim or demand made or incurred by any third party due to or arising out of the Merchant's breach of any of the terms of this Agreement or the violations of any provisions of law in connection with the Transactions contemplated under this Agreement.

#### 12. Intellectual Property Rights

1. For the duration of this Agreement, Pay Direct hereby grants Merchant and its affiliates and related companies a royalty-free, non-transferable and nonexclusive right during the Term of this Agreement to use the Trademarks on its websites and in any off-line promotional materials for the

sole purpose to indicate that it makes use of the Service. The Merchant shall use such Trademarks in accordance with Pay Direct's directions for the use of such Trademarks as communicated in writing to the Merchant. The Merchant does not have a right of sub-license. Pay Direct may apply limitations to the right granted to the Merchant under this paragraph at any time and at its sole discretion.

2. For the duration of this Agreement, the Merchant hereby grants Pay Direct and its affiliated companies an irrevocable, royalty free, non-transferable and nonexclusive right during the Term of this Agreement to use its trademark and logo on their Websites and in off-line publications for the sole purpose of indicating that the Merchant makes use of its Service.
3. All proprietary rights in the equipment, software (such as interfaces) and other materials used or made available by Pay Direct in the performance of this Agreement, whether or not it is made available to the Merchant, shall remain with Pay Direct. The Merchant shall only acquire such right of use as is explicitly granted hereunder.
4. Upon termination of this Agreement, the Merchant shall forthwith withdraw any reference or related forms to Pay Direct and/or the Service from its websites and shall forthwith cease the use of the Trademarks, and Pay Direct shall cease any use of the Merchant's trademark and logo.

### 13. Confidentiality

1. During the Term of this Agreement and after termination or expiration of this Agreement for any reason whatsoever, the Receiving Party shall: (i) keep the Confidential Information confidential; (ii) not disclose the Confidential Information to any person save and except with the prior written consent of the Disclosing Party or in accordance with Clause 10.2; (iii) not use the Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement; and (iv) comply at all times with the PDPA.
2. During the Term of this Agreement and unless prohibited by the PDPA, the Receiving Party may disclose the Confidential Information to its employees and/or to the Financial Institution (hereinafter referred to as the "Recipient") to the extent reasonably necessary for the purposes of this Agreement.
3. The Receiving Party shall procure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient were a party to this Agreement.
4. The obligations contained in Clause 13.1 shall not apply to any Confidential Information which:
  1. (i) is in the public domain at the date of this Agreement, or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement by the Receiving Party or any Recipient;
  2. (ii) is known by the Receiving Party prior to disclosure by the Disclosing Party to the Receiving Party;
  3. (iii) is subsequently becomes lawfully into the possession of the Receiving Party from a third party; or
  4. (iv) is disclosed by the Receiving Party pursuant to and in accordance with a relevant statutory obligation, an order of a court of competent jurisdiction or an order of a competent regulatory body.

### 14. Representations

1. Each Party represents to the other that: (i) it has all requisite power and authority to enter into this Agreement and to carry out the Transactions contemplated hereby; (ii) it has the rights, licenses, permits and power to perform all obligations incurred by it under this Agreement; (iii) the execution, delivery and performance of this Agreement are duly authorized; (iv) this Agreement is a valid and binding obligation of it; and (v) the execution, delivery and performance of this Agreement and the consummation of the Transactions contemplated hereby do not conflict with or violate its constituent documents, any other contract or agreement to which it is a party, any applicable laws or any order or judgment of any court or governmental authority.

#### 15. Notices

1. All notices, statements, demands, requirements or other communications and documents required or permitted to be given, served or delivered to any Party under this Agreement (hereinafter referred to as a "Communication") shall be in writing in the English language and shall be either delivered by hand or sent by pre-paid certified or registered mail (airmail in the case of all international Communication), with return receipt requested, to that Party at its address stated in the Website or sent by email to its email address stated at the Website or to such other address or email address as that Party may from time to time have notified the other Party as being its address or email address for purposes of this Agreement to the exclusion of all previously applicable addresses and facsimile numbers.
2. Communication shall be deemed to have been given, served or delivered: (i) if delivered by hand, upon delivery; (ii) if sent by mail, after three (3) Business Days of postage; (iii) if sent by facsimile machine, one hour after its transmission if such time is during business hours in the place of its receipt or, if it is not, on the opening of business on the next Business Day, subject to its having in fact been received in legible form and with a copy thereof being sent by post; and (iv) if sent by electronic mail, twenty-four (24) hours after e-mail is sent.

#### 16. Force Majeure

1. If the performance of this Agreement or any obligation hereunder is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of the affected Party, the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance, except for the making of payments hereunder, to the extent of such prevention, restriction, or interference, for so long as the non-performing Party uses reasonable efforts to resume performance.

#### 17. Personal Data Protection Act 2010

1. The Parties are aware of the requirements of the PDPA in relation to Personal Data
2. In the event Pay Direct is provided or allowed access by the Merchant to any Personal Data, Pay Direct shall ensure that it fully complies with the provisions of the PDPA and only deals with such Personal Data for the purpose of complying with its obligations under this Agreement and for no other purpose.
3. Pay Direct shall fully cooperate and assist the Merchant in relation to: (i) any complaint or request made in connection with Personal Data, including by providing

the Merchant with full details of the complaint or request; (ii) any request made under the PDPA including a data access request, whereby it shall ensure that it meets the prescribed time periods set out in the PDPA and acts in accordance with the Merchant's reasonable instructions; and (iii) any other reasonable request of the Merchant including a request for any Personal Data held by Pay Direct.

4. Pursuant to the PDPA, the Merchant hereby acknowledges that it is required to and hereby undertakes to inform and obtain consent of its Clients with regards to the disclosure of any form of the Clients' personal data to Pay Direct for the purposes of Pay Direct carrying out its Service for the Merchant.
5. The Merchant hereby agrees that it shall indemnify the Pay Direct against any costs, loss, or damage which are incurred (whether direct or indirect) by Pay Direct by reason of the contravention of this Clause 17