



Business Category (pls select, X)	<input type="checkbox"/> Accommodation	<input type="checkbox"/> Furniture	<input type="checkbox"/> Food & Beverage
	<input type="checkbox"/> Electrical / Electronic / Home Appliance	<input type="checkbox"/> Automative & Accessories	<input type="checkbox"/> Books / Magazine / Stationery
	<input type="checkbox"/> Collections / Flowers / Gifts / Toys	<input type="checkbox"/> Professional / Consultancy Services	<input type="checkbox"/> Jewellery / Women Accessories
	<input type="checkbox"/> Baby / Kids	<input type="checkbox"/> Digital Content	<input type="checkbox"/> Medical Equipment
	<input type="checkbox"/> Bags / Shoes	<input type="checkbox"/> Advertising services	<input type="checkbox"/> Online Mall
	<input type="checkbox"/> Fitness Products / Services	<input type="checkbox"/> Supplement / Healthcare Food	<input type="checkbox"/> Computer Software & Hardware
	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Apparels	<input type="checkbox"/> Pharmaceutical
	<input type="checkbox"/> Cosmetic Products	<input type="checkbox"/> Printing Services	<input type="checkbox"/> Rental / Membership Fee
	<input type="checkbox"/> Entertainment / Hobbies	<input type="checkbox"/> Ticketing	<input type="checkbox"/> Timepiece
	<input type="checkbox"/> Training / Event	<input type="checkbox"/> Travel	
	<input type="checkbox"/> Others, please specify: _____		

**F. DETAILS ON TECHNICAL**

Technical Contact Person Name		
Email Address	Contact No.	
Company Name		
Having Secure Socket Layer (SSL)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
iPay88 Merchant Name	*Name to be shown on iPay88 Payment Page	
Name of shopping Cart System used (if any)		
Recipient of E-mail Alert (Max. up to 5)		

**G. DOCUMENT REQUIRED**

Type of Document (Pls select, X)	<input checked="" type="checkbox"/> Photocopy of a Director or Business Owner IC / Passport	<input type="checkbox"/> Private & Public Limited Company - Form 24, Form 49, Form 9 & 13 (If any)
	<input type="checkbox"/> Proprietor - Form D, Form A & Business License	<input type="checkbox"/> Partnership - Form D, Form B & Business License
	<input checked="" type="checkbox"/> 3 Months Bank Statements (Latest) *Only front page required	<input checked="" type="checkbox"/> Payment to Mobile88.Com Sdn. Bhd.
	<input type="checkbox"/> Certificate of Product Registration with Malaysia's Ministry of Health *For company selling medical and health care product	<input type="checkbox"/> Direct Selling Business License *For direct selling company
	<input type="checkbox"/> Others, _____	

## H. E-COMMERCE MODEL APPLIED

Type of iPay88 Solution (Pls select, X)	<input type="checkbox"/> Direct Link	<input type="checkbox"/> Virtual Cart
	<input type="checkbox"/> Email Payment	<input type="checkbox"/> Virtual Terminal
	<input type="checkbox"/> Others, pls specify _____	

## I. PAYMENT MODE APPLIED

Type of Payment Mode (Pls select, X)	<input type="checkbox"/> All	<input type="checkbox"/> EON Online	<input type="checkbox"/> Mobile Money
	<input type="checkbox"/> Credit Card (Visa & MasterCard)	<input type="checkbox"/> Hong Leong Online	<input type="checkbox"/> MEPSCASH
	<input type="checkbox"/> Alliance Online	<input type="checkbox"/> Maybank2U	<input type="checkbox"/> WebCash
	<input type="checkbox"/> AmOnline	<input type="checkbox"/> RHB Online	<input type="checkbox"/> Others,
	<input type="checkbox"/> CIMB Clicks	<input type="checkbox"/> China UnionPay	_____
	<input type="checkbox"/> FPX (Maybank2U, HL Online, RHB Online, BICC Online, Pbebank, CIMB Clicks)		

## J. MERCHANT AGREEMENTS

This Agreement is made together with the date of this application between:

**MOBILE88.COM SDN. BHD. (Company No. 521817-M)** a company incorporated in Malaysia and having its principal place of business at #63 & 65, Jalan Jejaka 7, Taman Maluri, 55100 Cheras, Kuala Lumpur (hereinafter called "Mobile88") of the one part;

**And**

A company incorporated in Malaysia with the company information stated in SECTION A of this application form (hereinafter called "The Company") of the other part;

WHEREAS:-

- (A) Mobile88 is involved the business of operation of website, provision of e-commerce services and e-commerce trading platform to facilitate online payment processing (collectively referred to as "Service"). The provision of the Services are governed by the terms and conditions in the agreements executed or to be executed between Mobile88 and the relevant financial institutions.
- (B) The Company is engaged in the operation of websites, provision of web server services, email hosting services, web hosting services and such other products and services as may be available on the Company Website (as hereinafter defined).
- (C) The Company is desirous of appointing Mobile88 for the provision of the Service and other related products and services subject to and based on the terms and conditions as set out in this agreement.

NOW THIS AGREEMENT WITNESSETH as follows: -

### 1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires the following terms shall have the following meanings:-

"Agreement"	means this Agreement and all the schedules hereto;
"Business Day"	means any day (excluding Saturdays, Sundays and public holidays) on which banks in Kuala Lumpur and Selangor Darul Ehsan are open for business;
"Commencement Date"	means the date of this Agreement;
"Company's Information"	means as any information that the Company provides to Mobile88 or other users in the registration, payment process, stores or other features of Mobile88's Service or any other information provided by the Company in connection with the Service;
"Company Website"	means the Company's websites as stated in Section C hereto or such other websites as may be notified from the Company to Mobile88 from time to time;
"Fees"	means the fees payable by the Company to Mobile88 for the Service more particularly stated in Annexure 1 hereto excluding the banking charges imposed on Mobile88 and shall include any revised Fees which may be agreed by both parties in writing from time to time.

1.2 Words bearing the singular in this Agreement shall include the plural and vice versa.

1.3 Titles and headings in this Agreement are used for convenience and ease of reference only, and in no way define, limit, extend or describe the scope and intent of this Agreement or of its provision.

1.4 All Recitals and Appendices hereto in this Agreement shall be read and construed as an essential part of this Agreement.

1.5 "Parties" shall mean Mobile88 and the Company and "Party" shall mean any of them.

### 2. Appointment

2.1 The Company hereby appoints Mobile88 for the provision of the Service in accordance with the terms of this Agreement for the duration of the term as defined in Clause 17.1 below, and Mobile88 hereby agrees to accept the appointment for the provision of the Service to the Company.

### 3. Relationship

3.1 In providing the Service, the parties agree that

- (a) Mobile88 shall act as a facilitator to help the Company accept payments from the Company's purchasers of products and/or services as stated in Section C;
- (b) Mobile88 will act in accordance given with written instructions validly by authorised representatives of the Company provided that such instructions are within the scope of the Service to be provided by Mobile88; and
- (c) Mobile88 acts solely as an online payment switching service provider by creating, hosting, maintaining and providing its Service to the Company via the Internet. Mobile88 does not have any control over the products or services that are transacted by the Company. Accordingly, Mobile88 does not have any onus or liability whatsoever to ensure that the buyers or sellers that transacts with the Company with will actually complete the transaction.

3.2 Notwithstanding the provision of the Service by Mobile88 and any of the terms of this Agreement to the contrary, the Company acknowledges that:-

- (a) Mobile88 is not a bank and the Service is an online payment switching service rather than a banking service, and
- (b) Mobile88 is not acting in the capacity of a trustee, fiduciary party or escrow agent with respect to the Company's funds, but is acting only as a custodian. The Company agrees that it shall not receive interest or other earnings on the funds handled or processed by Mobile88 on behalf of the Company and that Mobile88 shall be entitled to the interest accrued on such funds (if any).

### 4. Remittance of payments by Mobile88

4.1 The Company hereby irrevocably authorizes Mobile88 to cause all funds received on behalf of the Company by Mobile88 in connection with the Service to be deposited on its behalf in the Mobile88's banking accounts. Mobile88 shall thereafter remit all such funds received by Mobile88 less any Fees payable to Mobile88 to the Company either via cheque to the Company or Internet online fund transfer (if applicable) or TT to the bank account(s) maintained by the Company on the 5th day of each and every succeeding week.

4.2 The frequency of payment and date of payment as set out in Clause 4.1 above may be varied by the parties written agreement.

### 5. Identity Authentication

5.1 The Company acknowledges that Mobile88 uses various techniques to identify its users when they register on its site. Verification of the users is one of the various techniques to verify the authenticity of the user's identity. The Company authorizes Mobile88, either directly or through third parties, to make any such inquiries as Mobile88 considers necessary to validate the identity of users. This may include ordering a credit report and performing other credit checks or verifying the information provided by the Company provides against other third party databases.

5.2 The Company agrees and acknowledges that Mobile88 does not guarantee any of the user's identity nor shall Mobile88 be held liable in any way whatsoever to the Company or any third party for any fraud in connection with any of the user's identity. Notwithstanding the foregoing, Mobile88 hereby undertakes that it shall use its best efforts to ensure that a user's identity is correct.

### 6. Release

The parties hereby agree that Mobile88 shall not be held liable in any manner whatsoever in the event there is a dispute between the Company and any of the Company's end users, unless it can be reasonably proven by the Company that such dispute arose, directly or indirectly, from the negligence, fraudulent act, default or breach and/or omissions by Mobile88 in the provision of the services under this Agreement.

### 7. No Warranty

Mobile88 shall use its best efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner however Mobile88 makes no representations or warranties, whether expressed or implied, regarding the amount of time needed to complete processing of such transactions because its Service is largely dependant upon many factors outside of its control, such as delays in the banking system or the local or international mail service.

### 8. Disclaimer and Limitation of Liability

The Company shall not hold Mobile88 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 Company or authorise third parties directly relates to the Company in connection with the use of or access to the Service.

Under no circumstances will Mobile88 and the Company be liable to the other, its holding company, subsidiaries, employees and its suppliers for:

- 8.1 any online services offered by third parties and accessible from the Mobile88 or the Company Website;
- 8.2 any exposure of users of the Service to third parties online services providing prohibited material or other undesired experiences through the use of the Mobile88 or the Company Website; or
- 8.3 any act or omission on the part of any third parties not within the control of the either Party.

### 9. Indemnification

Subject to Clauses 6 and 8 herein, the defaulting party hereto agrees to indemnify and hold the non-defaulting party, 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 defaulting party's breach of any of the terms of this Agreement or the violation of any provisions of law in connection with the transactions contemplated under this Agreement.

## 10. Violations by the Company

If the Company engages in any of the following behavior, Mobile88 shall be entitled, at its sole discretion, to limit the Service provided to the Company or immediately terminate the Service and this Agreement by notice in writing to the Company:

- (a) Using the Service to receive payments for any sexually oriented or obscene materials or services in violation of Mobile88's policy;
- (b) Using the Service to receive payments for any narcotics, other controlled or illegal substances, steroids or prescription drugs in violation of any laws;
- (c) Using the Service to receive payments for wagers, gambling debts or gambling winnings, regardless of the location or type of gambling activity;
- (d) Attempts to tamper, hack, modify or otherwise corrupt the security or functionality of Service; or
- (e) Using the Service for any illegal or immoral activities.

The Company and Mobile88 agree that the damages that Mobile88 will sustain as a result of the above behavior by the Company will be substantial, including (without limitation) fines and other related expenses from its payment processors and service providers and damage to its reputation, but may be extremely difficult and impracticable to ascertain and that damages may not be an adequate remedy for such breach by the Company. The Company further acknowledges that Mobile88 shall be entitled to all equitable relief, including but not limited to injunctions and specific performance, in the event of any such breach or threatened breach by the Company.

## 11. Fees

11.1 The Company shall pay Mobile88 the Fees as set forth in the Fee Schedule (Annexure 1). Mobile88 shall be entitled to deduct all Fees payable to it from the funds received by Mobile88 on behalf of the Company as set out in Clause 4.1 above.

11.2 All Fees will be assessed in the currency of the payment. The Company's account and all transactions are made and displayed in Ringgit Malaysia unless otherwise specified and may be subject to exchange rates.

## 12. Receiving Payments

### 12.1 Credit Card Funded Payments

By accepting a credit card payment, the Company agrees that Mobile88 is responsible for the payment if it is reversed. If such reversal occurs on a credit card funded payment made to its account, Mobile88 will reverse the payment and debit the Company's account balance that is maintained with Mobile88 to pay for the reversal. If there are insufficient funds in the Company's account balance, the Company agrees to reimburse Mobile88 through other means within 14 days of receipt of the notification in writing.

### 12.2 Refused Payments

Any payments sent through Mobile88 that are denied or unclaimed by a recipient will be returned to the Company (a) on the date of such denial in respect of denied payments, or (b) 30 days after the date the payment is sent in respect of unclaimed payments.

## 13. Warranties in respect of Company's Information

13.1 The Company is solely responsible for the Company's Information and the Company acknowledges that Mobile88 acts solely as a passive conduit for the online distribution and publication of the Company's Information. Notwithstanding the foregoing, Mobile88 shall not use any of the Company's Information for any other purpose which is not related to the provision of the Service pursuant to the terms of this Agreement without the consent of the Company.

13.2 The Company shall use its best endeavour to ensure that the Company's Information and the Company's activities (including its payments and receipt of payments) that are transacted through the Mobile88 Service shall not:

- (a) be false, inaccurate or misleading;
- (b) be fraudulent or involve the sale of counterfeit or stolen items;
- (c) 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);
- (d) violate this agreement as defined by Clause 10 herein;
- (e) infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy;
- (f) violate any law, statute, ordinance, contract or regulation (including, but not limited to, those governing financial services, consumer protection, unfair competition, antidiscrimination, or false advertising);
- (g) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
- (h) be obscene or contain child pornography;
- (i) contain any viruses, Trojan horses, worms, time bombs, cancelbots, 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
- (j) jeopardize any reputation or liability for Mobile88 or cause Mobile88 to lose (in whole or in part) the services of Mobile88's ISP or other suppliers.

#### 14. Confidentiality and Intellectual Property Rights

- 14.1 All information that the Company may obtain from or through the Mobile88 Website in connection with or in the course of its use of the Service, whether intended or by accident, shall be kept confidential and the Company shall not disclose such information or use the same other than disclosure to authorized third parties or as obviously contemplated under this Agreement or with Mobile88's express written consent.
- 14.2 All information that Mobile88 may obtain from or through the Company Website in connection with or in the course of the provision of the Service, whether intended or by accident, shall be kept confidential and Mobile88 shall not disclose such information or use the same other than disclosure to authorized third parties or as obviously contemplated under this Agreement or with the Company's express written consent.
- 14.3 The Company acknowledges that the copyright, designs, trade marks and other intellectual property rights comprised in the information, text, graphics, scripts, software, technology, music, sound, photograph or any other materials or works used on, comprised or contained in the Mobile88 Payment System, Mobile88 software and the Mobile88 Marks (collectively "the Materials") are the sole and exclusive property of Mobile88 and/or its licensors.
- 14.4 The Company further agrees and undertakes that save as expressly permitted in this Agreement it shall not without Mobile88's prior written consent:
- (a) reproduce, copy, reverse compile, adapt, modify, distribute, commercially exploit, display, broadcast, hyperlink or transmit in any manner or by any means or store in an information retrieval system any part of the Mobile88 Website or the Materials; or
  - (b) create or use derivative works from the Materials or create any hyperlink of any sort or manner to or from the Mobile88 Website from or to any other website or use any part of the Materials contained at the Mobile88 Website or any other server.
- 14.5 Mobile88 acknowledges that the copyright, designs, trade marks and other intellectual property rights comprised in the information, text, graphics, scripts, software, technology, music, sound, photograph or any other materials or works used on, comprised or contained in the Company Website, the Company System and the Company Marks (collectively "the Company Materials") are the sole and exclusive property of the Company and/or its licensors.
- 14.6 Mobile88 further agrees and undertakes that save as expressly permitted in this Agreement it shall not without the Company's prior written consent:
- (a) reproduce, copy, reverse compile, adapt, modify, distribute, commercially exploit, display, broadcast, hyperlink or transmit in any manner or by any means or store in an information retrieval system any part of the Company Website or the Company Materials; or
  - (b) create or use derivative works from the Company Materials or create any hyperlink of any sort or manner to or from the Company Website from or to any other website or use any part of the Company Materials contained at the Company Website or any other server.

#### 15. Access and Interference

- 15.1 Mobile88 website contains robot exclusion headers and the Company agrees that it will not use any robot, spider, other automatic device, or manual process to monitor or copy Mobile88 web pages or the content contained herein without Mobile88 prior expressed written permission. The Company agrees that it will not use any device, software or routine to bypass our robot exclusion headers, or to interfere or attempt to interfere with the proper working of the Mobile88 site or any activities conducted on its site. The Company agrees that it will not take any action that imposes an unreasonable or disproportionately large load on Mobile88's infrastructure.
- 15.2 The Company acknowledges that much of the information on Mobile88 site is proprietary or is licensed to Mobile88 by its users or third parties. The Company agrees that it will not copy, reproduce, alter, modify, create derivative works, publicly display or frame any content (except for the Company's Information) from Mobile88 website without the prior expressed written permission of Mobile88 or the appropriate third party. If the Company uses, or attempts to use the Service for purposes other than sending and receiving payments and managing its account, including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of Service, the Company's account will be terminated and the Company shall be liable to Mobile88 damages and other penalties, including criminal prosecution.

#### 16. Privacy and Security

Mobile88 shall not sell or rent the Company's information to third parties for marketing purposes without the Company's expressed written consent and Mobile88 shall only use the Company's Information in the manner as described in the Privacy Policy which may be viewed at <http://www.mobile88.com/privacy.asp>. Mobile88 views protection of users' privacy as a very important principle. Mobile88 understands clearly that the Company and the Company's Information are one of Mobile88 most important assets. Mobile88 shall store and process the Company's Information on computers located in Malaysia that are protected by physical as well as technological security devices. The Company shall only log in to their Mobile88 account on a page which begins with <https://www.mobile88.com/>. All of Mobile88 pages begin with <https://www.mobile88.com/> and therefore the Company should not use any other site that does not begin as such.

#### 17. Term & Termination

- 17.1 The term of this Agreement shall commence on the Commencement Date and, unless earlier terminated or extended as provided below, shall end twenty four (24) months later ("Term") provided that this Agreement shall be automatically renewed on a yearly basis upon expiry thereof unless either party provides written notice of termination to the other party at least thirty (30) days prior to the end of the then current Term.
- 17.2 This Agreement may be terminated as follows:
- (a) If a Party (hereinafter referred to as "the Defaulting Party"):
    - (i) shall hereto commit or permit any material breach of any of the obligations herein contained and on its part to be performed or observed and shall not have remedied such breach (if capable of remedy) within fourteen (14) days after written notice shall have been given to it by any other Party requiring such remedy;
    - (ii) shall go into voluntary liquidation otherwise than for the purpose of reconstruction or amalgamation or an Order of Court is made for its compulsory liquidation or being an individual shall become bankrupt or have a receiving order made against any of his assets;

(iii) shall enter into any composition or arrangement with its creditors;

(iv) shall have a receiver appointed over the whole or any part of its undertaking or assets;

(v) shall suffer any encumbrances taking possession of or a receiver or trustee being appointed over the whole or any part of its undertaking, property or assets; or

(vi) shall have an order made against it or have a resolution passed for its winding-up, otherwise than for the purpose of a reconstruction or amalgamation previously approved by the other Party,

then and in any such event (hereinafter referred to as an "Event of Default") the Party not in default (the "Non-Defaulting Party") shall be entitled (but shall not be obliged) to give notice in writing to terminate this Agreement to the Defaulting Party within fourteen (14) days from the date of which the Non-Defaulting Party becomes aware of the occurrence of the Event of Default. OR

(b) the Company may terminate this Agreement by giving at least one (1) month prior written notice to Mobile88.

17.3 Upon the termination of this Agreement, the following provisions shall apply:

(a) Any pending transactions to be performed under the Service will be cancelled and any balances associated with redemption codes will be forfeited.

(b) Any funds that Mobile88 is holding in custody for the Company at the time of closure, less any Fees payable to Mobile88, will be paid by Mobile88 to the Company by cheque, assuming all withdrawal related authentication requirements have been fulfilled.

(c) The Company may not use closure of its account as a means of evading investigation - if an investigation is pending at the time the Company closes its account, Mobile88 may continue to hold its funds for up to 180 days as appropriate to protect Mobile88 against the risk of reversals. If the Company is later determined to be entitled to some or all of the funds in dispute, Mobile88 will release those funds to the Company within 30 days. The Company will remain liable for all obligations related to its account even after such account is closed.

If the Company does not access its account for a period of three years, it will be terminated by Mobile88 without further notice. After the date of termination, Mobile88 will use the accounts and/or address information the Company provided to try to send the Company any funds that Mobile88 is holding in custody for the Company. If that information is not correct, and Mobile88 is unable to complete the payment to the Company, its funds will be subject to the laws applicable to unclaimed property and monies.

## 18. Remedies and Mobile88's Right to Collect From the Company

18.1 If any of the following events occur:

(a) the Company commits a breach of any of the terms of this Agreement as provided herein;

(b) Mobile88 is unable to verify or authenticate any information provided by the Company to Mobile88 and the Company refuses to co-operate or assist Mobile88 to verify and authenticate such information;

(c) Mobile88 believes with reasonable cause that the Company's account or activities pose a significant credit or fraud risk to Mobile88;

(d) Mobile88 believes with reasonable cause that the Company's actions may cause financial loss or legal liability for Mobile88 or its users; or

(e) the Company's use of the Company's Mobile88 account is deemed by Mobile88, Visa, MasterCard, American Express or Discover to constitute abuse of the credit card system or a violation of credit card rules. For the avoidance of doubt, even if they have been recorded as completed in the Recent Activity or History Transaction Log of the Company's account, transactions are not considered completed until the funds have been charged to the customer's funding source (for payments) or posted to the customer's bank account (for withdrawals), then, without limiting other remedies, Mobile88 shall be entitled at its discretion to take any of the following actions and remedies: to hold on funds in the Company's account, limit funding sources and payments, limit access to an account and any or all of the account's functions (including but not limited to the ability to send money or making withdrawals from the account), limit withdrawals, indefinitely suspend or close its account and refuse to provide the Service to the Company.

18.2 In addition and without limiting the above clause, Mobile88 reserves the right to hold funds beyond the normal distribution periods for transactions it reasonably deems suspicious or for accounts conducting high transaction volumes to ensure integrity of the funds.

18.3 If Mobile88 closes the Company's account pursuant to this Clause 18, Mobile88 will provide the Company written notice and pay the Company all of the unrestricted funds held in its Mobile88 account. Additionally, Mobile88 shall have a lien over the Company's account and Mobile88 set-off against the monies in such accounts held with Mobile88 in respect of all sums due and owing to Mobile88 pursuant to the terms of this Agreement.

## 19. Assignability

The parties may not transfer any rights or obligations it may have under this Agreement without the prior written consent of the other party. This agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors, and permitted assignees.

## 20. Credit Report

The Company agrees that Mobile88 may order and review the Company's credit report with the sole purpose of assessing its fitness to hold a Mobile88 account and/or its ability to use the Service or features thereof.

## 21. Representations

Each Party represents to the other that:

- (a) it has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated hereby;
- (b) it has the rights, licenses, permits and power to perform all obligations incurred by it under this Agreement;
- (c) the execution, delivery and performance of this Agreement are duly authorized;
- (d) this Agreement has been duly executed and delivered by it and is a valid and binding obligation of it; and
- (e) 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.

## 22. Notices

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 below or sent by facsimile machine to its facsimile number stated below or to such other address or facsimile number as that Party may from time to time have notified the other Party as being its address or facsimile number for purposes of this Agreement to the exclusion of all previously applicable addresses and facsimile numbers. A Communication once given, served or delivered shall be irrevocable without the consent of the recipient, which may be given or withheld, in its absolute discretion. A Communication shall be deemed to have been given, served or delivered:-

- (a) if delivered by hand, upon delivery;
- (b) if sent by mail, after three (3) Business Days of postage;
- (c) 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 succeeding day in the place of its receipt, subject to its having in fact been received in legible form and with a copy thereof being sent by post;
- (d) if sent by electronic mail, twenty four (24) hours after e-mail is sent.

## 23. Force Majeure

23.1 Neither parties shall be liable for any cost or otherwise, for any delay and/or failure in the execution of their respective obligations hereunder if such cost, delay or failure is due to Force Majeure, which for the purposes of this Agreement shall mean any unforeseeable event or cause not within the control of the party affected which that party is unable to prevent, avoid or remove.

23.2 The events falling within Force Majeure include but are not limited to:-

- (a) war (whether declared or not), hostilities, invasion, armed conflict act of foreign enemy, riot, insurrection, strike, revolution or usurped power; and
- (b) acts of terrorism, sabotage or criminal damage; and
- (c) nuclear explosion, radioactive or chemical contamination or ionising radiation; and
- (d) natural catastrophes including but not limited to earthquakes, floods and exceptionally inclement weather and subterranean spontaneous combustion; and
- (e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Provided that an event of Force Majeure shall not include economic downturn, non-availability or insufficient funds, or lack of financing on the part of the affected party to carry out its obligations under this Agreement.

23.3 If either party is prevented or delayed in the performance of any obligation under this Agreement by events of Force Majeure, the affected party shall give written notice thereof to the other Party within seven (7) days of the happening of such event, specifying the details constituting Force Majeure and the anticipated period during which such prevention, interruption or delay may continue.

23.4 Where possible the parties shall diligently mitigate or remove the effects of Force Majeure. Either party upon receipt of the notice of Force Majeure shall confer promptly with the other and agree upon a course of action to remove or alleviate such effect and shall seek reasonable methods of resuming full performance of its obligations and achieving the objectives under this Agreement.

## 24. Waiver

24.1 Any waiver of any rights under this Agreement shall not be valid unless in writing and signed by a duly authorised representative of each Party.

24.2 Waiver by either party of any breach of the terms and conditions of this Agreement to be performed by the other party shall not be construed as waiver of any other breach of the same or any other terms or conditions.

## 25. Governing Law

This Agreement is governed by, and shall be construed in accordance with, the laws of Malaysia, and the parties hereby agree to submit to the non-exclusive jurisdiction of the Court of Malaysia.

**26. Time**

Time is of the essence of this Agreement.

**27. Costs**

Each party shall bear their own solicitors' costs in respect of this Agreement and the stamp duty incidental to this Agreement shall be borne by the Company.

**28. Entirety**

This Agreement sets forth and shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede any and all promises, representations, warranties or other statements whether written or oral made by or on behalf of one party to the other of any nature whatsoever or contained in any leaflet, brochure or other document given by one party to the other concerning such subject matter. This Agreement may not be released, discharged, supplemented, amended, varied or modified in any manner except by an instrument in writing signed by each of the parties hereto. As from the date of this Agreement, all previous arrangements, agreements, compromise, commitments, negotiation and moratorium executed hereto shall be superseded by this Agreement.

**29. Severance**

Any of the terms conditions stipulations provisions covenants or undertakings contained herein which are illegal void prohibited or unenforceable in any respect under the law governing this Agreement or its performance, such illegality, invalidity or unenforceability shall be ineffective to the extent of such illegality voidness prohibitions or unenforceability without invalidating the remaining provisions hereof and any such illegality, voidness, prohibition or unenforceability shall not invalidate or render illegal void or unenforceable any other terms conditions stipulations provisions covenants or undertakings contained herein.



## Annexure 1

<b>One Time Setup Cost</b>		MYR 488.00
<b>Maintenance Fee</b>		MYR 500.00 per year
<b>No.</b>	<b>Payment Mode</b>	<b>Transaction Rate</b>
1	Credit Card	3%
2	Alliance Online	3% or minimum MYR0.80*
3	Hong Leong Online	3% or minimum MYR0.60*
4	AmOnline	3% or minimum MYR0.60*
5	CIMB Clicks	3% or minimum MYR0.60*
6	FPX	
	a. Maybank2U	3% or minimum MYR0.60*
	b. PBeBank	3% or minimum MYR0.60*
	c. Bank Islam	3% or minimum MYR0.60*
	d. Hong Leong Online	3% or minimum MYR0.60*
	e. RHB Online	3% or minimum MYR0.60*
	f. CIMB Clicks	3% or minimum MYR0.60*
7	MEPSCash	2%
8	Mobile Money	3% or minimum MYR0.60*
9	WebCash	2%
10	China UnionPay	4%
11		
12		
13		
14		
15		
<b>Holdback</b>		Only applicable when the monthly turnover exceed assigned monthly transaction limit. The percentage of hold-back is 20% of the exceeded amount up to 6 months.
<b>Chargeback Fee</b>		N/A
<b>Withdrawal Fee</b>		N/A
<b>Cancellation Fee</b>		N/A

Note: \*Whichever is higher