



mobile

U MOBILE SDN BHD MERCHANT GUIDE

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1. INTRODUCTION

- 1.1 This Merchant Guide provides the procedure applicable for processing Payment Card Transactions using the Services.
- 1.2 This Merchant Guide forms part of the Agreement between U Mobile and the Merchant and is in addition to and does not alter or reduce any obligations that are set out in the Agreement. If there is a conflict between this Merchant Guide and the Agreement, the provisions of the Agreement will prevail.
- 1.3 U Mobile may amend this Merchant Guide at any time without notice. The Merchant is encouraged to periodically review the Merchant Guide on the relevant web portal specified by U Mobile to ensure that Merchant complies with this Merchant Guide.
- 1.4 Terms defined in the Merchant General Terms and Conditions have the same meaning when used in this Merchant Guide.

2. HOW TO CONTACT U MOBILE

- For general sales and services enquiries, please call 018-388 3388;
- For authorisation and merchant services, please call 018-227 0146.

Postal address:

U Mobile Sdn Bhd
 Lot 11.01, East, Level 11
 Berjaya Times Square
 No. 1 Jalan Imbi
 55100 Kuala Lumpur

For change of business details, please fill up the service request form, which can be downloaded from U Mobile's website www.u.com.my.

3. DEFINITION

In this Merchant Guide, the following phrase shall have the corresponding meanings:

PHRASE	MEANING
“ADC”	means Account Data Compromise event as prescribed in PCI DSS, which include but is not limited to, the full contents of a Payment Card's magnetic stripe data;
“Card Security Code”	means the 3-digit numerical code being a unique check value generated using a secure cryptographic process that is displayed on the signature panel of the Payment Card;
“Easy Payment Plan”	means any Transaction Charges which can be paid by the Cardholder by way of interest free instalments as designated by U Mobile from time to time;

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“Fast Moving Consumer Goods” or “FMCG”	means products that usually have a short shelf life;
“Floor Limit”	means the amount of a Transaction Charges or series of Transaction Charges by one Cardholder in one day at any outlet that the Merchant operates in excess of which, the Merchant must seek specific authorisation from U Mobile prior to completing the relevant Transaction;
“High Risk Business”	means Goods offered from the following categories: (a) events such as a one (1) time seminar, conference, or exposition, or online ticketing service; or (b) FMCG products such a pharmaceuticals, consumer electronics, packaged food products and drinks;
“Instalment Plan”	means the minimum and maximum number of instalments to be offered under the Easy Payment Plan;
“NFC”	means near field communication;
“PAN”	means primary account number, which is a unique card number assigned to the Payment Card and embossed on the front of the Payment Card;
“PFI”	means PCI forensic investigator, which is an approved forensic investigator by the Card Schemes to perform an independent forensic investigation for an ADC event or potential ADC event;
“PIN Pad”	means a device that enables the Cardholder to enter a PIN at a POS Terminal;
“QR Code”	means quick response code;
“Recurring Payment”	means a Cardholder’s periodic Transaction Charges incurred at the Merchant which are billed directly to the Cardholder’s Payment Card as authorised in the Standing Instruction;
“Standing Instruction”	means an instruction given by Cardholder that authorises the direct billing of the Cardholder’s periodic Transaction Charges incurred at the Merchant;
“Standing Instruction Form”	means a form used by Cardholder for Standing Instruction; and

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“Transaction Credit”	means the amount credited into the Cardholder’s Payment Card account as a refund for any Transaction Charges pursuant to a Refund Form completed by such Cardholder and accepted by U Mobile.
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4. THE MERCHANT’S OBLIGATIONS

4.1 The Merchant shall:

- (a) not submit to U Mobile any Transaction that:
 - (i) the Merchant knows or should have known to be fraudulent, counterfeit, suspicious, wrongful or not authorised by the Cardholder;
 - (ii) the Merchant knows or should have known to be authorised by a Cardholder colluding with the Merchant for a fraudulent, counterfeit, suspicious or wrongful purpose; or
 - (iii) represents the refinancing or transfer of an existing Cardholder obligation that is deemed to be uncollectible or arises from the dishonour of a Cardholder’s personal cheque;
- (b) not offer any Goods at a price lower than that which the Merchant intends to sell such Goods, or from using promotional tactics which are not commercially reasonable or acceptable;
- (c) sell Goods where the Merchant has legal or legitimate rights to sell and market such Goods;
- (d) ensure that the Cardholder understands who is responsible for the Transactions, including delivery of the Goods, and for customer service and dispute resolution, all in accordance with the terms applicable to the Transactions;
- (e) has sufficient safeguards in place to:
 - (i) protect Cardholder and Transactions information permitted by the regulatory guidelines to be captured from authorised disclosure or use;
 - (ii) comply with all applicable Laws; and
 - (iii) ensure each Transaction submitted by the Merchant reflects a genuine transaction between the Merchant and the Cardholder;
- (f) be financially liable for all Transactions and liable for all acts, omissions, Cardholder disputes, and other Cardholder service-related issued caused by the Merchant;

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- (g) be responsible and financially liable for each Transaction entered into interchange, or for any disputed Transaction, or credit;
- (h) not transfer or attempt to transfer any of the Merchant financial liability by way of asking or requiring Cardholders to waive their rights to make a claim;
- (i) ensure that any Transactions or any activities that is illegal or is deemed by the Card Schemes in its sole discretion, to damage or have the potential to damage the goodwill of the Card Schemes or reflect negatively on the Marks shall not be submitted into interchange;
- (j) provide U Mobile and the Card Schemes with the necessary information, documents and records of the Transaction or Cardholder and assistance required or requested by anyone of them to maintain compliance with the Standards and Laws immediately upon request by U Mobile and the Card Schemes at any reasonable time;
- (k) at all times, comply with the requirements prescribed in the Standards in relation to all other matters not specifically provided in the Agreement, including but not limited to:
 - (i) the data protection programme;
 - (ii) the fraud control rules and maintaining a total chargeback-to-interchange sales volume ratio below the thresholds set by the Card Schemes;
- (l) be responsible for staying apprised of all applicable changes to the Standards and this Merchant Guide and maintaining compliance with the Standards and this Merchant Guide. Standards may be available on websites of the Card Schemes;
- (m) undertake that none of the Goods shall relate to timeshare, membership, telemarketing, unlicensed investment scheme, unlicensed multi-level marketing scheme as stipulated in the Standards;
- (n) in addition to the above provisions, the Merchant must perform the following, if the Goods provided by the Merchant is categorised as High Risk Business:
 - (i) ensure that the Transactions are not fraudulent, counterfeit, suspicious or wrongful;
 - (ii) if the Transaction is fraudulent, counterfeit, suspicious or wrongful, the Merchant will be liable for any loss suffered by U Mobile or the Card Schemes arising from such fraudulent, counterfeit, suspicious or wrongful Transaction; and
 - (iii) if the Merchant suspects any Transactions to be a fraudulent, counterfeit, suspicious or wrongful transaction or if such the Transaction Charges for such Transaction involve a material transaction value (which amount shall be informed by U Mobile to the Merchant from time to time), the Merchant must perform card verification with the Cardholder and to submit the relevant verification document to U Mobile within three (3) Business Days after the

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date of the Transaction, failing which, the Merchant shall reverse the Transaction; and

- (iv) resolve directly with the Cardholder any claims or complaints made by the Cardholder in respect of any purchase of the Goods.

5. PAYMENT CARD ACCEPTANCE

5.1 The Merchant must not:

- (a) in any way indicate a greater preference for any method of accepting payment for the Goods other than a Payment Card; or
solicit or promote any such method more actively than a Payment Card.

6. FLOOR LIMIT

6.1 U Mobile may, designate a Floor Limit by way of a written notice for every Transaction conducted by the Merchant. In the absence of any such notice, the Floor Limit shall be zero.

6.2 The Floor Limit may be varied by U Mobile from time to time by way of notice to the Merchant.

6.3 The Merchant must ensure that:

- (a) the Transaction Charges for any Transaction by any Cardholder shall not exceed the Floor Limit; and
- (b) the Merchant does not perform any Split Sales for any Transaction performed by a Cardholder to circumvent the Floor Limit.

6.4 If a Cardholder wishes to make a Transaction for which the Transaction Charges exceed the Floor Limit, the Merchant must:

- (a) obtain U Mobile's prior written approval manually or electronically before accepting the Transaction; and
- (b) print legibly the Approval Code evidencing on the Sales Slip before completing the Transaction.

7. COMPLETION OF TRANSACTIONS

7.1 For each Transaction completed at an outlet or website operated by the Merchant, the Merchant must ensure that:

- (a) the Transaction request submitted are in accordance with procedures notified by U Mobile to the Merchant from time to time;

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- (b) the following conditions are observed for Transaction completed at the Merchant's outlet:
 - (i) the Payment Card is presented with its validity period as expressed on the face of the Payment Card;
 - (ii) there is no apparent alteration or mutilation on the Payment Card;
 - (iii) the Payment Card bears genuine programme marks or any security or distinctive features; and
 - (iv) the signature on the Sales Slip, if applicable, appears to be the same as that on the signature panel of the Payment Card upon reasonable examination.

7.2 The Merchant must obtain an Approval Code from U Mobile for each Transaction via POS Terminal.

7.3 Upon receipt of Approval Code, the Merchant must check to ensure that the Sales Slip, which shall be printed through the electronic printer, is printed with the following particulars:

- (a) the Merchant's name, address and MID;
- (b) POS Terminal identification number;
- (c) Cardholder's card number;
- (d) batch number;
- (e) date and time of Transaction;
- (f) Transaction Charges; and
- (g) Approval Code.

7.4 Transactions conducted when POS Terminal malfunction

In the event of equipment/line/system failure or the POS Terminal malfunctions, the Merchant must contact U Mobile and obtain an Approval Code for each and every Transaction and record legibly on the Sales Slip the Approval Code before completing a Transaction. The Sales Slip shall be completed with the following:

- (a) the embossed data/legends which includes the Payment Card account number, the name and validity/expiry date of the Payment Card using an authorised Imprinter;
- (b) the date of the Transaction;
- (c) the total Transaction Charges (including any applicable Tax);
- (d) the Approval Code, if any;

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- (e) the Merchant's name, address or place of business; and
- (f) a description of Goods in detail sufficient to identify the Transaction.

7.5 Transaction where signature is required

To complete the Transaction, the Merchant must:

- (a) obtain the signature of the Cardholder on the designated place of the Sales Slip;
- (b) compare the Cardholder's signature on the Sales Slip and the signature on the Cardholder's Payment Card to ensure that both signatures are identical; and
- (c) decline the Transaction if the Merchant is unable to confirm that the signatures are identical or if the signature differs.

7.6 Transactions that require PIN

The Merchant must ensure that the Cardholder key-in the PIN via PIN Pad to authorise the completion of a Transaction.

7.7 For NFC Transactions

- (a) The Merchant must request the Cardholder to place the Payment Card in front of the reader and wait for the transaction authorisation.
- (b) No signature or PIN is required for transaction amount up to RM250.00 (or any other amount as defined by any Card Schemes, BNM or any Government Agency or relevant authority having jurisdiction over the matters).

7.8 For QR Code Transactions

The Merchant must scan the QR code via Cardholder's mobile device with the correct Transaction Charges processed for approval.

7.9 If the Transaction request for any Approval Code is declined or refused, the Merchant must not complete the Transaction or attempt to split into two or more Sales Slip to effect the same Transaction, or accept the same Payment Card for any other transactions.

7.10 The Merchant must not complete the Transaction if the Payment Card presented:

- (a) has expired;
- (b) has been altered, defaced or reprinted in any manner;
- (c) does not bear the signature of the Cardholder (for transaction where signature is required); or
- (d) does not have the security features as advised by U Mobile from time to time.

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- 7.11 The Cardholder's copy of the completed Sales Slip, if applicable, shall be given to the Cardholder upon completion of every Transaction.
- 7.12 All Sales Slips shall be drawn in RM only. Any breach of this term resulting in currency exchange differences shall be borne by the Merchant.

8 AUTHENTICATION OF TRANSACTIONS

- 8.1 If U Mobile notifies the Merchant that the volume of counterfeit or fraudulent Transactions at any one (1) of the Merchant's outlets has exceeded eight percent (8%) of the total Transactions (or any other percentage as U Mobile shall in its absolute discretion prescribe) at one (1) outlet for two (2) consecutive months, then upon the Merchant's receipt of such notification:
- (a) the Merchant shall reimburse U Mobile of all payments made by U Mobile in respect of Transactions for the Merchant's claimed payment during the previous two (2) consecutive months ("**Recoursed Transactions**"); and
 - (b) U Mobile shall have no liability to the Merchant and Cardholder in respect of any Recoursed Transactions.
- 8.2 Subject to **Paragraph 8.1(b)**:
- (a) the Merchant is deemed not to have complied with the terms and conditions of the Agreement where the affected Cardholder denies (wholly or in part) liability for the Transaction, and a statutory declaration to that effect by the Cardholder shall be conclusive evidence of all matters between U Mobile and the Merchant; and
 - (b) any two (2) or more Recoursed Transactions purportedly made by the same Cardholder on different dates shall, unless U Mobile otherwise directs, be deemed (for the purpose of **Paragraph 6** above) to have been made on the same date.
- 8.3 All Recoursed Transactions accepted by the Merchant without prove that such Transactions are accepted in accordance with the terms and conditions of the Agreement:
- (a) shall be accepted at the Merchant's sole risk and responsibility; and
 - (b) the Merchant waives and dischargse U Mobile and the Card Schemes from all rights, claims, cost, expenses, cause of action, losses, damages and liabilities whether direct or indirect whatsoever arising out of such Recoursed Transactions whether based on contract, tort, negligence or otherwise.

9 REFUND OR RETURN OF GOODS

- 9.1 If a Cardholder returns the Goods purchased, and the Merchant accepts the return of such Goods or if for any reason a Cardholder is entitled to have the Transaction Charges reduced or refunded, then the Merchant must either:
- (a) legibly complete a Refund Form bearing the following details and submit the completed Refund Form to U Mobile:

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- (i) the nature of the Transaction;
 - (ii) the Transaction Charges in RM;
 - (iii) the date the Merchant process the refund of Transaction Charges; or
 - (b) perform the refund transaction via Settlement Processing.
- 9.2 The Merchant must promptly present each Refund Form completed pursuant to **Paragraph 9.1** to U Mobile.
- 9.3 Upon receipt of the Refund Form or refund Transaction via Settlement Processing, the Merchant must reimburse U Mobile of the amount notified less the Merchant Discount and less GST and all other Taxes, GST shall be calculated in the manner and at the rate from time to time notified by U Mobile to the Merchant.
- 9.4 The Merchant must not perform Transaction Credit directly to a Cardholder in any manner.
- 9.5 The Merchant must not provide refunds to Cardholder for Transaction for Goods where at the time the Transaction took place, sufficient disclosure was provided to the Cardholder that:
- (a) the Goods are non-refundable or cannot be exchanged;
 - (b) the Merchant only accepts Goods in immediate exchange for similar Goods with the price equivalent to the original Transaction Charges;
 - (c) the Merchant accepts return of Goods, and in return the Merchant will provide a credit voucher to the Cardholder for the value of the Goods returned. Such credit voucher may be used by the Cardholder at the Merchant's outlet(s) or website(s); or
 - (d) subject to applicable Laws and as agreed by the Cardholder, the Transaction Charges cannot be refunded, for example for Transactions involving delivery charges or insurance charges.

10 POS TERMINAL (APPLICABLE FOR POS TERMINAL MERCHANT ONLY)

- 10.1 U Mobile may provide POS Terminals to the Merchant to be installed at the Merchant's outlets.
- 10.2 If U Mobile install POS Terminal at the Merchant's outlets, the Terminal Fee shall be paid by the Merchant to U Mobile.
- 10.3 The Merchant may use one (1) or more POS Terminals. However, the Merchant must not use the POS Terminal for any third parties.
- 10.4 The Merchant must use the POS Terminal with care and in accordance with the relevant equipment user guide.

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- 10.5 U Mobile or U Mobile's appointed terminal vendor or any third party may provide training for the Merchant's Personnel who will operate the POS Terminal and shall at their discretion provide POS Terminal instruction manual and specifications as U Mobile may deem necessary for its efficient operation.
- 10.6 The POS Terminal training will include all aspects of the Payment Card acceptance procedure, reconciliation, Settlement Processing and operation of the POS Terminal.
- 10.7 The cost for all subsequent POS Terminal trainings provided based on the Merchant's request shall be determined by U Mobile and borne by the Merchant.
- 10.8 The Merchant must:
- (a) without limiting any other provisions in the Agreement, allow U Mobile or its authorised agents or sub-contractors to access the Merchant's premises to install, repair, service, swap or retrieve the POS Terminal; and
 - (b) process all Transactions through the POS Terminal in accordance with the Standards and operating instructions supplied by U Mobile from time to time.
- 10.9 U Mobile may replace or request the POS Terminal to be returned at any time for any reason as U Mobile deems fit.
- 10.10 The provisions in this **Paragraph 10** apply to any Imprinters which may be provided by U Mobile to the Merchant.

11 MERCHANT'S SYSTEM (APPLICABLE TO E-COMMERCE MERCHANT ONLY)

- 11.1 The Merchant must bear the cost for the setting-up, maintenance, upgrading, security and integrity of the Merchant's computer system, and related costs.
- 11.2 The Merchant must keep all systems and media containing any information or data (whether physical or electronic) relating to Cardholders, their Payment Card accounts and Transactions in a secure manner subject to the confidentiality, privacy and data security and protection clause in the Agreement to prevent access by or disclosure to anyone other than the Merchant's Personnel or U Mobile.
- 11.3 If information or transaction data stored in any part of the Merchant's system is lost, damaged, stolen, tampered with or otherwise compromised, the Merchant must report and give written notice of such loss, damage, theft or compromise to U Mobile immediately. Upon U Mobile's receipt of the Merchant's notice, the Merchant shall, in consultation with U Mobile, take immediate steps to remedy the situation and prevent its recurrence.
- 11.4 In the event that the Merchant upgrade or change the version or type of its software or hardware or any other part of its system, the Merchant must inform U Mobile of such change prior to its implementation and conduct testing with U Mobile's system soonest possible. U Mobile shall not be liable for any loss or damage suffered by any party or for any

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incompatibility between the Merchant's system and U Mobile's system due to such changes made by the Merchant.

- 11.5 U Mobile shall not be liable in any way, for any claims, liabilities, expenses, costs, loss or damage of whatever nature brought against, suffered or incurred by or caused to any party whatsoever due to or arising out of or in connection with the Agreement or any breach or compromise of the security or integrity, or malfunction, of any encryption and identification software, any electronic code keys, any equipment provided to any party or the Merchant's system.

12 WEBSITE REQUIREMENTS (APPLICABLE TO E-COMMERCE MERCHANT ONLY)

- 12.1 The Merchant must promptly inform U Mobile of any security breach, suspected fraudulent card account numbers or any suspicious activities that may be connected with attempts to commit a security breach or to use fraudulent card account numbers the Merchant's security system or at the Merchant's website.
- 12.2 The Merchant must ensure the Merchant's website and its content comply with all applicable Law and do not infringe any third party's intellectual property rights.

13 RECURRING PAYMENT (APPLICABLE TO MERCHANT WHO ALLOWS RECURRING PAYMENT BY CARDHOLDERS)

- 13.1 The Merchant must honour all valid Payment Cards when presented for the purchase of Goods via the Recurring Payment Service if:
- (a) the Transaction is made prior to the Payment Card's expiration date; and
 - (b) the Merchant has obtained the duly filled and signed Standing Instruction Form from the Cardholder for the Recurring Payment.
- 13.2 The Merchant must ensure that the list of Recurring Payment Transactions:
- (a) is accurate, complete and free from errors; and
 - (b) is submitted in an agreed format and transmission channel on a periodical basis as agreed by the Parties.
- 13.3 The Merchant must:
- (a) submit to U Mobile replacement list of Recurring Payment Transactions if the initial list submitted is faulty, corrupted, missing or unreadable; and
 - (b) be responsible for any unauthorised entries, errors or omissions in the list and to indemnify U Mobile against all actions, proceedings, claims, demands and losses whatsoever arising from U Mobile reliance on the list.

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- 13.4 Upon receipt of the list of Recurring Payment Transactions from the, U Mobile will debit the Cardholder's Payment Card account for the amount as specified in the list.
- 13.5 If U Mobile is unable to debit the Cardholder's Payment Card account for any reason whatsoever:
- (a) U Mobile shall notify the Merchant;
 - (b) the Merchant must notify the Cardholder of the unsuccessful debit; and
 - (c) the Merchant must resolve the payment issue directly with the Cardholder.

14 MAIL/TELEPHONE ORDER (APPLICABLE TO MERCHANT WHO PROVIDES MAIL/TELEPHONE ORDER SERVICE)

- 14.1 The Merchant who participates in the Mail/Telephone Order Programme shall deliver the Goods as set out in this Mail/Telephone Order Programme to Cardholders subject to the terms and conditions of this **Paragraph 14** and to terms and conditions of the Agreement which shall apply unless otherwise provided for in this clause.
- 14.2 The Merchant must honour all valid Payment Cards when presented for the purchase of Goods via the Mail/Telephone Order Programme provided always that:
- (a) the Transaction made is prior to the Payment Card expiration date and the Merchant has received the Approval Code from U Mobile for the Transaction; and
 - (b) the Merchant has obtained the proper authorisation via the Mail/Telephone Order Form from the Cardholder for the Mail/Telephone Order.
- 14.3 The Mail/Telephone Order Forms shall contain the following information:
- (a) type of Payment Card;
 - (b) Cardholder's full name or Cardholder's name on the Payment Card;
 - (c) Payment Card number;
 - (d) Payment Card expiry date;
 - (e) Transaction Charges in RM;
 - (f) Transaction date;
 - (g) The Merchant's name and address;
 - (h) brief description of the Goods supplied;
 - (i) Cardholder's postal address and telephone number;

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- (j) method of delivery of the Goods; and
 - (k) Cardholder's signature.
- 14.4 Pursuant to **Paragraph 14.3** above, any Mail/Telephone Order Forms that are incomplete or have been altered shall be invalid and may not be accepted by U Mobile.
- 14.5 The cost of producing all Mail/Telephone Order Forms or other marketing material and of altering the same in relation to any mailing programmes shall be borne by the Merchant.
- 14.6 The Merchant shall process the Mail/Telephone Order (if applicable) in the following manner:
- (a) the Merchant must complete and submit the Mail/Telephone Order Form for every valid Mail/Telephone Order received to U Mobile;
 - (b) U Mobile shall obtain the Approval Codes for the respective Transactions and return the Mail/Telephone Order Form to the Merchant for fulfilment. The Merchant must fulfil the orders placed via the Mail/Telephone Order Form;
 - (c) where Cardholder has opted to pay by instalments, the Merchant must complete and submit to U Mobile the authorisation/payment form in respect of every instalment that is due; and
 - (d) U Mobile shall obtain the Approval Codes for the respective instalments and return the authorisation/payment form to the Merchant. The Merchant must complete and submit to U Mobile for payment within three (3) days on receipt of the Mail/Telephone Order form.
- 14.7 The Merchant must provide a fourteen (14) day trial period during which time the Cardholder may reject any Goods ordered through the Mail/Telephone Order Programme where full refund of the Transaction Charges must be provided to the Cardholder.

15 EASY PAYMENT PLAN (APPLICABLE TO MERCHANT WHO PROVIDES EASY PAYMENT PLAN)

- 15.1 The Easy Payment Plan is only valid for payment made via a specific Payment Card as informed by U Mobile from time to time.
- 15.2 U Mobile shall prescribe the minimum purchase amount to be entitled for the Easy Payment Plan and the Instalment Plan.
- 15.3 U Mobile may withhold payment of any amount that are not within the stipulated Instalment Plan as specified in **Paragraph 15.2** above until U Mobile has examined the supporting document and verified with the Cardholder concerned. If in U Mobile's opinion, the Transaction is invalid, U Mobile shall make no payment for such Transaction.
- 15.4 U Mobile may at its absolute discretion and without any liability, with or without giving prior notice to the Merchant, restrict, limit or increase the Instalment Plan.

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- 15.5 The Merchant must disclose in writing, electronically or by another method to the Cardholder the terms of the Easy Payment Plan, including all cost associated with the purchase of the Goods.
- 15.6 The Merchant shall resolve all disputes or differences on the quality or quantity of the Goods with the Cardholders who opt for the Easy Payment Plan directly. U Mobile shall not be concerned with or held liable for any inadequate, defective or damaged Goods or other disputes between the Cardholder and the Merchant.

16 DIRECT MAILING PROMOTION

- 16.1 U Mobile may at its sole discretion, assist the Merchant in a direct mailing promotion in the following manner:
- (a) identify Cardholders according to the Merchant's requirement;
 - (b) print labels bearing the name and address of a selected Cardholder in respect of each item of promotional material supplied by the Merchant; and
 - (c) manage the posting of the promotional material available to selected Cardholder or if there is insufficient promotional material.
- 16.2 If at any time U Mobile, disapprove or disagree, for any reason whatsoever, any aspects of the Merchant's proposed direct mailing promotion, U Mobile shall be entitled to withdraw its assistance without incurring any liability to the Merchant.
- 16.3 If U Mobile agrees to assist the Merchant in any direct mailing promotion, the Merchant shall supply to U Mobile, the relevant promotional material in the form agreed by the Parties. These promotional materials must be ready for posting by mail (except for the recipients' address and postal stamp).
- 16.4 U Mobile's fee or the method of calculating U Mobile's fee (including reimbursement for all expenses incurred by U Mobile, including all postal charges) for assisting in any direct mailing promotion shall be agreed with the Merchant in advance.
- 16.5 U Mobile shall not be liable in any way for the promotional materials provided by the Merchant, and the Merchant must indemnify U Mobile in respect of any claim arising out of the promotional materials supplied by the Merchant.

17 TRANSACTION RECORDS

- 17.1 The Merchant must retain the Sales Slip or Refund Form issued by the Merchant together with the Merchant's copy of all other documents evidencing the Transactions for a period of at least eighteen (18) months from the date of Transaction.
- 17.2 The Merchant must allow U Mobile or Card Schemes to examine the documents specified in **Paragraph 17.1** within seven (7) calendar days from the date of U Mobile or Card Scheme's request.

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- 17.3 If the Merchant fail to produce legible and complete copy of the Sales Slips within seven (7) calendar days upon U Mobile's request, U Mobile reserves the right to be reimbursed for the affected Settlement by deducting from subsequent Transactions submitted to U Mobile for payment.

18 COMPLAINT BY CARDHOLDER

- 18.1 U Mobile shall not be responsible to Cardholders in any way for any Goods sold by the Merchant.
- 18.2 The Merchant must in good faith, satisfy any claims or complaints made by Cardholders concerning any Goods purchased from the Merchant via the Payment Card.
- 18.3 The Merchant must indemnify U Mobile against any and all claims made against U Mobile arising out of or in relation to the Goods purchased from the Merchant via the Payment Card including all losses, costs and expenses (including legal fees) incurred by U Mobile in connection with such claims.

19 SECURITY REQUIREMENTS

19.1 Data Security and Protection

The Merchant must ensure that:

- (a) a terminal or other device at the Merchant's outlet does not display, replicate, or store any Payment Card-read data except Payment Card account number, expiration date, service code or Cardholder's name;
 - (b) before discarding any media containing Payment Card, Cardholder or Transaction data, including such data as Card Security Code, account numbers, PINs, credit limits, and account balances, the Merchant must:
 - (i) render the data unreadable by ensuring that it has irretrievably and permanently destroyed;
 - (ii) delete all such data from all its systems including its archival systems; and
 - (iii) undertake the necessary verification of such destruction and deletion; and
 - (c) access to Payment Card, Cardholder or the Transaction data stored in computers and terminals is limited and controlled by establishing data protection procedures that include, but are not limited to, a password system for computer remote terminal access, control over dial-up lines, and any other means of access.
- 19.2 The Merchant must demonstrate to the satisfaction of the Card Schemes and U Mobile the following:

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- (a) the existence and use of meaningful physical and logical security controls for any communications processor or other device used to connect U Mobile's processing systems to the worldwide network of the Card Schemes and all associated components, including all hardware, software, systems, and documentation located on-site at the Merchant's facility, front-end communications processors include the Card Schemes interface processors (MIPs), network interface units (NIUs), and debit interface units (DIUs); and
 - (b) the controls must meet the minimum requirements, and preferably will include the recommendation of additional parameters.
- 19.3 The Merchant must put in place security requirements as described in the Merchant Guide, at each physical location housing the network device of the Card Schemes.
- 19.4 At a minimum, the Merchant must put in place the following controls:
- (a) each network segment connecting the network device of the Card Schemes to U Mobile's processing systems must be subject to strict security control, as appropriate or necessary, to prevent unauthorised access to or from other public or private network segments;
 - (b) the connectivity provided by each such network segment must be dedicated wholly and restricted solely to the support of communications between the Card Schemes and U Mobile's processing systems;
 - (c) the Merchant must replace each vendor-supplied or default password present on U Mobile's processing systems, each network device of the Card Schemes, and any device providing connectivity between them with a "strong password". A strong password contains at least eight (8) characters, uses a combination of letters, numbers, symbols, punctuation, or all, and does not include a name or common word(s);
 - (d) the Merchant must conduct regular periodic reviews of all systems and devices that store the Card Schemes account information to ensure that access is strictly limited to the Merchant's appropriate personnel on a "need to know" basis;
 - (e) the Merchant must notify U Mobile or Card Schemes within thirty (30) Business Days of any change in the personnel designated to administer the network device of the Card Schemes;
 - (f) the Merchant must maintain and document appropriate audit procedures for each the network device of the Card Schemes. Audit reports must be maintained and accessible to U Mobile for at least one year, including a minimum of ninety (90) days in an easily retrieved electronic format;
 - (g) the Merchant must ensure that the software employed in any system or device used to provide connectivity to the worldwide network of the Card Schemes is updated with all appropriate security patches, revisions and other updates as soon after a release as is practicable;

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- (h) the physical location of the service delivery point equipment must be accessible only by the Merchant's authorised personnel. Visitor access must be controlled by at least one of the following measures:
 - (i) require each visitor to provide government-issued photo identification before entering the physical location; or
 - (ii) require each visitor to be escorted to the physical location by the Merchant's authorised personnel of the;
- (i) if the physical location of the service delivery point equipment provides common access to other devices or equipment, then the network device of the Card Schemes must be stored in a cabinet that is locked both in front and the rear at all times. Keys to the cabinet must be stored in a secured location; and
- (j) the Merchant must have documented procedures for the removal of service delivery point equipment from the physical location.

20. ADDITIONAL SECURITY REQUIREMENTS

The Merchant may put in place the following additional controls at each physical location housing the network device of the Card Schemes:

- (a) placement of the network device of the Card Schemes in a physical location that is enclosed by floor-to-ceiling walls; and
- (b) continual monitoring of the network device of the Card Schemes by cameras or other type of electronic surveillance system. Video records should be maintained for a minimum period of ninety (90) days from the date the footage is taken.

21. ADC EVENTS

- 21.1 In the event that the Merchant's system or environment compromised or may be compromised (at the time the ADC event or potential ADC event occurred), the Merchant must resolve all outstanding issues and liabilities to the satisfaction of the Card Schemes.
- 21.2 The Merchant must notify U Mobile and the Card Schemes immediately when the Merchant becomes aware of an ADC event or potential ADC event in or affecting any system or environment of U Mobile or the Merchant.
- 21.3 The Merchant deemed to be aware of an ADC event or potential ADC event when:
 - (a) the Merchant first becomes aware of an ADC event or a potential ADC event;
 - (b) under circumstances that include, but are not limited to, any of the following:

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- (i) the Merchant is informed, through any source, of the installation or existence of any malware in any of the Merchant’s systems or environments, no matter where such malware is located or how it was introduced;
- (ii) the Merchant receives notification from the Card Schemes or any other source that the Merchant has experienced an ADC event or a potential ADC event; or
- (iii) the Merchant discovers or, in the exercise of reasonable diligence, should have discovered a security breach or unauthorised penetration of the Merchant’s own system or environment.

21.4 The Merchant must perform the following (unless directed otherwise in writing by the Card Schemes) if the Merchant is aware or becomes aware of an ADC event or a potential ADC event:

No.	Time from the Merchant is aware or becomes aware of an ADC event or a potential ADC event	Action to be taken by the Merchant
(i)	immediately	commence a thorough investigation into the ADC event or potential ADC event
(ii)	within twenty-four (24) hours	identify, contain, and mitigate the ADC event or potential ADC event, secure Payment Card account data and preserve all information, in all media, concerning the ADC event or potential ADC event, including: <ul style="list-style-type: none"> (a) preserve and safeguard all potential evidence pertinent to a forensic examination of an ADC event or potential ADC event; (b) isolate compromised systems and media from the network; (c) preserve all intrusion detection systems, intrusion prevention system logs, all firewall, web, database and events logs; (d) document all incident response actions; and (e) refrain from restarting or rebooting any compromised or potentially compromised system or taking equivalent or other action that would have the effect of eliminating or destroying information that could potentially provide evidence of an ADC event or potential ADC event;

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iii.	on an ongoing basis subsequently	<p>submit to U Mobile and if requested by the Card Schemes, submit to the Card Schemes:</p> <p>(a) all known or suspected facts concerning the ADC event or potential ADC event, including, by way of example and not limitation, known or suspected facts as to the cause and source of the ADC event or potential ADC event;</p>
iv.	continuing throughout the investigation	<p>provide to U Mobile or Card Schemes, in the required format:</p> <p>(a) all account numbers and expiration dates associated with the Card Schemes account data that were actually or potentially accessed or disclosed in connection with the ADC event or potential ADC event;</p> <p>(b) any additional information requested by the Card Schemes; and</p> <p>(c) the Merchant's obligation to obtain and provide account numbers to the Card Schemes applies to any the Card Schemes account number in BIN range assigned by the Card Schemes. This obligation applies regardless of how or why such account numbers were received, processed or stored, including, by way of example and not limitation, in connection with or relating to a credit, debit (signature- or PIN-based) proprietary, or any other kind of payment transaction, incentive or reward programme;</p>
v.	within seventy-two (72) hours	<p>engage the services of a PFI to conduct an independent forensic investigation to assess the cause, scope, magnitude, duration and effects of the ADC event or potential ADC event subject to the following:</p> <p>(a) the PFI engaged to conduct the investigation must not have provided the last PCI compliance report concerning the system or environment to be examined; and</p>

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		(b) prior to the commencement of such PFI's investigation, the must notify U Mobile or Card Schemes of the proposed scope and nature of the investigation and obtain preliminary approval of such proposal from U Mobile or Card Schemes or, if such preliminary approval is not obtained, of a modified proposal acceptable to U Mobile or Card Schemes;
vi.	within two (2) Business Days from the date on which the PFI was engaged	identify to the Card Schemes the engaged PFI and confirm that such PFI has commenced its investigation;
vii.	within three (3) Business Days from the commencement of the forensic investigation	ensure that the PFI submits to U Mobile or Card Schemes a preliminary forensic report detailing all investigative findings to date
viii.	within twenty (20) Business Days from the commencement of the forensic investigation:	(a) provide to U Mobile or Card Schemes a final forensic report detailing all findings, conclusions and recommendations of the PFI; and (b) continue to address any outstanding exposure, and implement all recommendations until the ADC event or potential ADC event is resolved to the satisfaction of U Mobile or Card Schemes.

21.5 Despite **Paragraph 21.4** above, U Mobile or Card Schemes may engage a PFI on the Merchant's behalf in order to expedite the investigation. The PFI who is engaged on the Merchant's behalf will be responsible for all costs associated with the investigation.

21.6 Forensic Report

- (a) In connection with the independent forensic investigation and preparation of the final forensic report:
 - (i) the Merchant cannot engage in or enter into any conduct or agreement understanding that would impair the completeness, accuracy or objectivity of any aspect of the forensic investigation or final forensic report;
 - (ii) the Merchant must not engage in any conduct that could or would influence, or undermine the independence of, the PFI or undermine the reliability or integrity of the forensic investigation or final forensic report. By way of

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example, and not limitation, the Merchant must not take any action or fail to take any action that would have the effect of:

- (1) precluding, prohibiting or inhibiting the PFI from communicating directly with U Mobile or Card Schemes;
 - (2) permitting the Merchant to substantively edit or otherwise alter the forensic report; or
 - (3) directing the PFI to withhold information from U Mobile or Card Schemes.
- (b) The Merchant must ensure that the PFI retain and safeguard all draft forensic report(s) pertaining to the ADC event or potential ADC event and, upon U Mobile or Card Schemes' request, immediately provide to U Mobile or Card Schemes any such draft forensic report.
- (c) The final forensic report must include the following, unless otherwise directed in writing by U Mobile or Card Schemes:
- (a) a statement of the scope of the forensic investigation, including sources of evidence and information used by the PFI;
 - (b) a network diagram, including all systems and network components within the scope of the forensic investigation. As part of this analysis, all system hardware and software versions, including POS applications and versions of applications, and hardware used by the compromised entity within the past twelve (12) months must be identified;
 - (c) a Transaction flow depicting all points of interaction associated with the transmission, processing and storage of the Card Schemes account data and network diagrams;
 - (d) a written analysis explaining the method(s) used to breach the subject entity's network or environment as well as method(s) used to access and infiltrate the Card Schemes account data;
 - (e) a written analysis explaining how the security breach was contained and the steps (and relevant dates of the steps) taken to ensure that the Card Schemes account data are no longer at risk of compromise;
 - (f) an explanation of investigative methodology as well as identification of forensic data sources used to determine final report findings;
 - (g) a determination and characterisation of the Card Schemes account data at risk of compromise, including the number of the Card Schemes accounts and at risk data elements (magnetic stripe data - Track 1 and Track 2, Cardholder name, PAN, expiration date, Card Security Code, PIN, and PIN block);

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- (h) the location and number of the Card Schemes accounts where restricted account data (magnetic stripe, Track 1 and Track 2, Cardholder name, PAN, expiration date, Card Security Code, PIN, or PIN block), whether encrypted or unencrypted, was or may have been stored by the entity that was the subject of the forensic investigation. This includes restricted the Card Schemes account data that was or may have been stored in unallocated disk space, backup media and malicious software output files;
- (i) the period for Transactions involving the Card Schemes accounts determined to be at risk of compromise. If Transaction date/time is not able to be determined, file-creation timestamps must be supplied;
- (j) a determination of whether a security breach that exposed payment card data to compromise occurred;
- (k) on a requirement-by-requirement basis, a conclusion as to whether, at the time the ADC event or potential ADC event occurred, each applicable PCI Security Standards Council requirement was complied with. For the avoidance of doubt, as of the date of the publication of these Standards, the PCI Security Standards include the PCI DSS, PIN Entry Device (PCI PED) Security Requirements, and PA-DSS; and
- (l) the Card Schemes may require the Merchant to cause a PFI to conduct a PCI gap analysis and include the result of that analysis in the final forensic report.

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