



**MERCHANT
GENERAL TERMS AND
CONDITIONS**

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THESE MERCHANT GENERAL TERMS AND CONDITION are effective on the Commencement Date and made between:

1. **U MOBILE SDN BHD, Registration No. 199101013657 (223969-U)**, a company incorporated in Malaysia with its principal place of business at Lot 11.01, Level 11, East, Berjaya Times Square, No.1, Jalan Imbi, 55100 Kuala Lumpur, Malaysia ("**U Mobile**"); and
2. The person or entity whose name and address are described in the Merchant Application Form ("**Merchant**").

U Mobile and the Merchant shall collectively be referred to as the "**Parties**" and individually as the "**Party**".

The Merchant acknowledges that the Agreement shall not be effective until accepted by U Mobile signified by U Mobile's issuance of the first Letter of Acceptance, and that the signature of the Merchant's representative on the Merchant Application Form constitutes acknowledgment of the offer made by the Merchant's representative on the Merchant's behalf.

IN CONSIDERATION of the mutual obligations set out below, **IT IS AGREED** as follows: -

1. DEFINITION AND INTERPRETATION

1.1 Definition

In the Agreement unless the contrary intention appears in writing, the following terms shall have the respective meaning assigned to them: -

"Agreement"	means the Merchant Application Form, the Merchant Guide, the Letter of Acceptance, and these Merchant General Terms and Conditions including its schedules, appendices or annexures and such other documents which are expressly incorporated as part of the Agreement;
"AMLA"	means Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001;
"Approval Code"	means a reference code in alphabetical or numerical format generated upon approval of a Transaction;
"BNM"	means Bank Negara Malaysia which was established on 26 January 1959, under the Central Bank of Malaysia Act 2009;
"Brand Guidelines"	means the brand guidelines provided by U Mobile to the Merchant and as amended by U Mobile from time to time;
"Business Day"	means any day which is not a Saturday, Sunday or public holiday in Kuala Lumpur, Malaysia;
"Card Schemes"	means payment networks linked to Payment Cards of which a bank or any eligible entity can become a member and with whose Card Scheme rules and regulations U Mobile is obliged to comply;
"Card Schemes Programme"	means Card Schemes' Payment Card or merchant acquiring programme;
"Cardholder"	means the individual to whom a Payment Card has been issued;
"Chargeback"	means a claim for refund from U Mobile or any refusal of any payment to U Mobile by a Payment Card issuer in relation to a Transaction for whatever reason;

“Charges”	excludes the Merchant Discount and refers to all setup, connection, re-connection, monthly subscription, usage, cancellation and administrative charges and other fees relating to the Services as specified in the Letter of Acceptance;
“Commencement Date”	means the Service Activation Date as specified in the first Letter of Acceptance;
“Confidential Information”	<p>means information that:</p> <ul style="list-style-type: none"> (a) is by its nature confidential; (b) is communicated by the disclosing Party to the confidant as confidential; or (c) the confidant knows or ought to know is confidential; and (d) includes but is in no way limited to: <ul style="list-style-type: none"> (i) materials including the financial, the corporate and the commercial information of any Party; (ii) any material which relates to the affairs of a third party; (iii) information relating to the strategies, practices and procedures of any Party and any information in the Merchant’s possession relating to a Party; and (iv) Personal Data. <p>but does not include anything which the confidant establishes:</p> <ul style="list-style-type: none"> (I) was in the public domain at the time it was received by the confidant; (II) entered the public domain after being received by the confidant; or (III) that the Confidential Information was disclosed pursuant to the terms of the Agreement, unless it entered the public domain due to a breach of confidentiality by the confidant; or (IV) which the confidant establishes was received by it from another person before or after it was received from U Mobile, if the other person did not breach any law or agreement by giving it to the confidant;
“Excessive Chargeback Programme”	<p>means a set of programme provided by the Card Schemes for acquirers to closely monitor, on an ongoing basis:</p> <ul style="list-style-type: none"> (a) its chargeback performance at the Merchant level; and (b) to promptly determine when the Merchant has exceeded or is likely to exceed monthly chargeback thresholds;
“Force Majeure Event”	<p>means a circumstance beyond the reasonable control of a Party that results in that Party being unable to perform an obligation on time. A Force Majeure Event includes without limitation:</p> <ul style="list-style-type: none"> (a) natural events like fire, flood, or earthquake; (b) national emergency;

	(c) terrorist acts (including Cyberterrorism) and acts of vandalism; or (d) war;
“FSA”	means Financial Services Act 2013;
“Goods”	means merchandise or services sold by the Merchant to the Cardholders;
“Government Agency”	means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether in Malaysia or otherwise;
“Imprinter”	means a device to print data of each Transaction manually;
“Laws”	means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles and requirements, mandatory codes of conduct, writs, orders, injunctions and judgments;
“Letter of Acceptance”	means the letter issued by U Mobile on the acceptance of the Merchant’s application to be U Mobile’s merchant or to signify U Mobile’s agreement to provide the Services to the Merchant;
“Mail/Telephone Order”	means a Transaction involving an order for the purchase of Goods by a Cardholder which is received by the Merchant via mail, email, telephone or facsimile;
“Mail/Telephone Order Programme”	means a programme that the Merchant participates in that allows Cardholder to purchase the Goods via Mail/Telephone Order;
“Marks”	means the names, logos, trade names, logotypes, trademarks, service marks, trade designations, and other designations, symbols, and marks, including but not limited to any one of the Card Schemes’ brand mark and name mark, that any one of the Card Schemes or its affiliates or subsidiaries own, manage, license, or otherwise control and make available for use by U Mobile and other authorised entities;
“Merchant”	means a retailer, any individual, firm, or corporation specified in the Letter of Acceptance;
“Merchant Application Form”	means the form duly completed by the Merchant to apply to be U Mobile’s merchant;
“Merchant Discount”	refers to the fee that the Merchant pays to U Mobile for the Services and is calculated in the manner and at the rate specified in the Letter of Acceptance or at such other rate as notified by U Mobile to the Merchant from time to time;
“Merchant Guide”	means the guide provided by U Mobile containing the operational details relating to the Services including requirements set down under the Card Scheme rules and regulations, which shall form part of the Agreement;

“MID”	means the Merchant’s unique identification number assigned by U Mobile;
“Monthly Report”	means monthly statement generated by U Mobile on the 1 st calendar day of every month which indicates the total Transaction Charges processed by U Mobile during the previous month and Merchant Discount charged to the Merchant;
“Payment Application Data Security Standard” or “PA-DSS”	means a set of comprehensive security requirements developed PCI SSC to encourage and enhance Cardholder data security and facilitate the broad adoption of consistent data security measures globally;
“Payment Card”	means a valid card either credit, debit, prepaid, charge or virtual card or any other payment instrument bearing the symbols and programme marks together with other emblems, slogans, insignia and copyrights as adopted by Card Schemes;
“Payment Card Industry Data Security Standard” or “PCI-DSS”	means a set of comprehensive requirements developed by PCI SSC to encourage and enhance Cardholder data security and facilitate the broad adoption of consistent data security measures globally;
“Payment Card Industry Security Standards Council” or “PCI SSC”	means a council that is responsible for the development, management, education and awareness of the PCI security standards including PA-DSS and PCI-DSS;
“PDPA”	means Personal Data Protection Act 2010;
“Personal Data”	means any information that relates directly or indirectly to an individual who can be identified from that information or from other information in the Merchant’s possession including but not limited to a Personnel of U Mobile;
“Personnel”	means employees, secondees, agents, principals and contractors who are individuals;
“PIN”	means a personal identification number issued to a Cardholder for a Payment Card or personally selected by a Cardholder for the purpose of effecting payment for Transaction at any POS Terminal with PIN verification capability;
“Point of Sale Terminal” or “POS Terminal”	means a device electronically activated to read and record the data of each Transaction located at the Merchant’s outlet;
“Service Activation Date”	means the date the Services are made available to the Merchant as specified in the Letter of Acceptance;
“Refund Form”	means a form provided by U Mobile from time to time to the Merchant to issue credits in respect of a Transaction;
“RM”	means Ringgit Malaysia;
“Sales Slip”	means a document in the form provided by U Mobile or any Card Schemes from time to time to the Merchant for the purpose of recording, confirming and evidencing Goods purchased by the Cardholder through

	the use of Payment Card to be charged or debited to the Cardholder's Payment Card account;
"Settlement Amount"	means the amount payable by U Mobile to the Merchant under the Agreement for each successful Transaction based on the Transaction Charges less Merchant Discount;
"Settlement Processing"	means the process carried out by the Merchant for purposes of transmitting data of Transaction Charges to U Mobile to enable U Mobile to remit the Settlement Amount to the Merchant;
"Services"	means payment processing services provided by U Mobile to the Merchant for the processing of Transactions and for enabling acceptance of the Payment Card. For clarity, U Mobile shall provide separate Letter of Acceptance for each payment processing service;
"Split Sale"	means a Transaction where upon the authorisation was declined, the Merchant split the transaction into two (2) or more transactions using the same Payment Card to obtain authorisation approvals from U Mobile;
"Standards"	means any bylaws, rules, policies operating regulations and procedures of the Card Schemes and U Mobile or any code of practice, guidelines or standards issued by relevant regulators or industry bodies, whether or not having the force of law, including but not limited to any manuals, guides, bulletins, standards issued by the PCI SSC and any other data security standards as may be issued or amended from time to time;
"Subsidiary"	has a meaning assigned to under Section 4 of the Companies Act 2016;
"Tax"	means any present or future: <ul style="list-style-type: none"> (a) tax, levy, impost, duty, fee, deduction, withholding tax, goods and services tax, sales tax, service tax or value added tax; or (b) income, stamp or transaction duty, tax or charge, <p style="margin-left: 40px;">which is assessed, levied, imposed or collected by any Government Agency at any time and includes any interest, fine, penalty, charge, fee or other amount imposed on or in respect of any of the above;</p>
"Term"	means the duration of the Agreement as specified in Clause 2;
"Terminal Fee"	means the service fees and any related cost payable by the Merchant to U Mobile for the POS Terminal provided by U Mobile;
"TID"	means an unique identification number assigned to a POS Terminal that is registered under the Merchant;
"Transaction"	means any type of sales transaction effected through the use of the Payment Card (whether or not the Payment Card, Cardholder and the Merchant are all physically present at the time of the transaction) and includes electronic commerce transactions (conducted over the internet such transactions), transactions involving Mail/Telephone Order and transactions incurred without swiping or inserting a Payment Card or entering a PIN;

“Transaction Charges”	means the amount charged to the Payment Card for Goods purchased by the Cardholder from the Merchant;
“U Mobile Brand”	means any trade mark or name owned or used by U Mobile including but not limited to, those specified in the Brand Guidelines;
“U Mobile Property”	means property referred to in Clause 15.1 which shall include the POS Terminal, Imprinter (if provided by U Mobile) and U Mobile System; and
“U Mobile System”	means any U Mobile’s electronic or web based system which U Mobile grants access to the Merchant for the purpose of the Service or that U Mobile uses to issue notices to the Merchant.

1.2 Interpretation

In the Agreement, unless the context requires otherwise:

- (a) headings are for convenience only and do not affect the interpretation of the Agreement;
- (b) a reference to a clause is a reference to a clause of the Agreement;
- (c) a reference to any thing (including, but not limited to, any right) includes any part of that thing, but nothing in this Clause 1.2(c) implies that performance of part of an obligation constitutes performance of that obligation;
- (d) a reference to a right includes a power, authority, discretion, benefit or remedy conferred on a Party by the Agreement or any applicable law;
- (e) a reference to a statute, regulation, proclamation, ordinance or by-Law includes all statutes, regulations, proclamations, ordinances or by-Laws amending, consolidating or replacing it, whether passed by the same or another Government Agency with legal power to do so, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (f) a reference to a Party to a document includes that Party’s successors and permitted assigns;
- (g) a reference to month is to a calendar month;
- (h) if more than one party is referred to as the Merchant, then their obligations and liabilities under the Agreement will be joint and several;
- (i) these Merchant General Terms and Conditions, the Letter of Acceptance, Merchant Guide or any Schedule or annexure includes any variation or replacement of any of them; and
- (j) no rule of construction applies to the disadvantage of a party solely because that Party was responsible for the preparation of the Agreement or any part of it.

2. TERM

This Agreement will take effect from the Commencement Date and shall continue to be valid until terminated in accordance with the terms and conditions of the Agreement.

3. MERCHANT PAYMENT PROCESSING SERVICES

3.1 Subject to the Laws and Term, U Mobile will provide the Services.

3.2 The Merchant acknowledge and agree that the Merchant's appointment under the Agreement is non-exclusive and that U Mobile may appoint other persons to conduct and may itself conduct the activities under the Agreement.

4. STATUS OF MERCHANT

Except as expressly otherwise provided in the Agreement, the Merchant is not a partner or an agent of U Mobile, and the Merchant must not contract with any third party, make any representation or warranty or otherwise incur liability, on behalf of U Mobile.

5. SETTLEMENT AND PAYMENT

5.1 Subject to Clause 5.7, in consideration of the provision of the Services by U Mobile and subject to the Merchant's compliance with the Merchant's obligations under the Agreement, U Mobile shall pay the Settlement Amount less any applicable Taxes to the Merchant as stipulated in the Letter of Acceptance within two (2) Business Days from the date of Settlement Processing via:

- (a) telegraphic transfer to a specified bank account specified by the Merchant maintained with any bank licensed by BNM in Malaysia; or
- (b) any other payment methods as U Mobile deems fit.

5.2 Dispute of Settlement Amount

- (a) If the Merchant disputes the Settlement Amount in whole or in part, the Merchant shall inform U Mobile within three (3) Business Days from the date of the Merchant's receipt of the Settlement Amount. If the Merchant fails to notify U Mobile within the specified period, the Settlement Amount shall be deemed final and conclusive. The Merchant may notify U Mobile via its contact centre or written notice.
- (b) Upon U Mobile's receipt of the Merchant's notice under Clause 5.2(a) above, the Parties shall use their best endeavors to resolve the dispute within five (5) Business Days from the date of U Mobile receipt of the notice of dispute. Once resolved, U Mobile shall:
 - (i) remit the outstanding Settlement Amount due (if any) to the Merchant within two (2) Business Days from the date of the settlement of dispute; or
 - (ii) issue a credit note to the Merchant if the Settlement Amount paid is in excess of the actual Settlement Amount due to the Merchant, and the amount in the credit note will be deducted from the next Settlement Amount due to the Merchant.
- (c) If Parties are unable to resolve the dispute within five (5) Business Days from the date of the notice of dispute, the dispute shall be resolved in accordance with Clause 39.

5.3 Merchant Discount

- (a) The Merchant must pay the Merchant Discount (excluding any Taxes) to U Mobile. U Mobile shall be entitled to add any applicable Taxes to the Merchant Discount and all Taxes shall be borne by the Merchant. The Merchant Discount shall be calculated based on the Merchant Discount rate specified in the Letter of Acceptance ("**MDR**").
- (b) The MDR may be amended by U Mobile from time to time and such amendments will be notified to the Merchant before the effective date of such amendments which shall be on the date of the notice or the later date specified on the notice.

5.4 The Merchant shall claim the Settlement Amount from U Mobile by way of Settlement Processing within three (3) Business Days from the date of the Transaction.

5.5 All payments by U Mobile in respect of the Transactions shall be made in RM.

5.6 Foreign Currency

- (a) U Mobile will notify the Merchant from time to time which foreign currencies are approved for the Transactions.
- (b) If the Transaction is recorded in an approved foreign currency, then, unless U Mobile agree otherwise, U Mobile will process in RM (using an exchange rate determined by U Mobile at its absolute discretion) any event relating to that Transaction (such as paying for the original Transaction, making a Chargeback or a refund in respect of that Transaction).
- (c) Charges to any exchange rate determined by U Mobile may be effected at any time without notice to the Merchant.

5.7 Non-Payment to Merchant

- (a) U Mobile may in its absolute discretion, decline to pay the Merchant the Settlement Amount for any Transaction completed, if any of the following events occur:
 - (i) if the Goods are returned, whether or not any Refund Form is received by U Mobile;
 - (ii) if the Transaction is completed without obtaining an Approval Code;
 - (iii) if the Transaction is found to be a Split Sale;
 - (iv) for Transaction where the Approval Code does not correspond with U Mobile's record of the relevant Approval Code issued or fails to correspond with the valid Approval Code obtained through any Card Schemes' records;
 - (v) for Transaction where the authorisation or approval request was declined by U Mobile;
 - (vi) if the Sales Slip or Mail/Telephone Order Form is drawn improperly or without authority;
 - (vii) if the Sales Slip or Mail/Telephone Order Form is illegible or incomplete;
 - (viii) if the Sales Slip or Mail/Telephone Order Form was prepared using a forged Payment Card or by other fraudulent means;
 - (ix) the copy of Sales Slip presented by the Merchant to U Mobile differs from Cardholder's Sales Slip copy;
 - (x) the Cardholder disputes the sales, quality or delivery of Goods purchased via the Transaction or denies liability for any reason whatsoever;
 - (xi) the Cardholder's signature on the Sales Slip or Mail/Telephone Order Form is missing or differs from the signature appearing on the Cardholder's Payment Card;
 - (xii) for Transaction with signature where there is no signature appearing on the Cardholder's Payment Card;
 - (xiii) the Payment Card has expired or is invalid for any reason whatsoever;
 - (xiv) the Transaction involved is a cash payment, disbursement or refund;
 - (xv) duplicate Transactions;
 - (xvi) the Transaction was drawn by, or depository credit given to the Merchant in circumstances constituting a breach of any terms, conditions, representations, warranties or of the Merchant's obligation;
 - (xvii) the Sales Slip does not bear an imprint of the embossed legends of the Payment Card but is hand written;

- (xviii) where the Cardholder has refused the payment or where an authorised electronic printer is present, the Transaction information is not electronically printed but hand written;
 - (xix) sales of Goods or the use of a Payment Card is in violation of Law, the Merchant Guide, the Standards, rules or regulations of any Government Agency, local or otherwise even if U Mobile is aware of any discrepancy at the time when payment was made;
 - (xx) the Transaction Charges presented to U Mobile for payment exceeds the amount of the same Transaction that is authorised by U Mobile;
 - (xxi) the frequency of presenting the Mail/Telephone Order Form for the Merchant's payment exceeds the number of instalments specified in the Mail/Telephone Order Form;
 - (xxii) the Settlement Processing of Transaction is made more than three (3) Business Days from the date of Transaction;
 - (xxiii) perform any Transactions in any other locations outside Malaysia without U Mobile's prior written approval;
 - (xxiv) the Agreement is terminated by U Mobile for any reason whatsoever; or
 - (xxv) for any other reasons U Mobile deems fit.
- (b) U Mobile may withhold payment for any of the following Transactions until U Mobile has examined and verified the affected Sales Slip or Refund Form (if any) issued by the Merchant together with the Merchant's copy of all other documents required by U Mobile at its sole discretion, evidencing the Transactions and for a period of up to 6 months from the date of Transaction:
- (i) any irregularities in any Transaction;
 - (ii) if U Mobile has reasons to believe that the Transaction is fraudulent or illegal; or
 - (iii) for any Transaction listed in Clause 5.7(a) above.
- (c) Despite Clause 5.7(b) above:
- (i) U Mobile may continue to withhold the Settlement Amount if:
 - (A) there are on-going investigations conducted by Law enforcement agencies or any Government Agencies;
 - (B) U Mobile's investigation reveals that the Transaction is fraudulent or illegal and U Mobile has reported the Transaction to the relevant Law enforcement agency or Government Agencies for its further action; or
 - (C) required by the Card Scheme to facilitate the refund of the Transaction Charges for any Chargeback which is initiated by the Card Scheme; and
 - (ii) if in U Mobile's opinion the Transactions are not valid no payment shall be made by U Mobile.

5.8 Chargeback

- (a) U Mobile shall process the Chargeback which complies with the Standards and the Merchant Guide.
- (b) The Merchant shall reimburse U Mobile for any payment made to the Merchant for any Chargeback Claim arising out of any breach or violation by the Merchant of the terms and conditions of the is Agreement.

- (c) Subject to Clause 5.7(c) above, U Mobile may withhold amounts payable to the Merchant for Chargeback reserves or similar purposes.
- (d) U Mobile shall, on an ongoing basis, closely monitor the Chargeback performance by the Merchant pursuant to the Standards including but not limited to the Excessive Chargeback Programme.

6. RIGHTS TO SET-OFF AND DEDUCT BY U MOBILE

Any fees, charges or other damages, losses, and expenses which are recoverable by U Mobile from the Merchant, may be deducted from any money then due from the Merchant under the Agreement either by U Mobile earmarking or deducting the Merchant's account maintained with U Mobile. If the money is insufficient for that purpose, the balance remaining unpaid shall be a debt due from the Merchant to U Mobile and may be recovered from the Merchant by U Mobile in any court of competent jurisdiction.

7. CHARGES AND PAYMENT TERMS

- 7.1 From Commencement Date, all Charges shall be payable by the Merchant in accordance with the timelines specified in the Letter of Acceptance. The Charges are subject to change from time to time at U Mobile's discretion as may be notified by U Mobile to the Merchant and will be effective on the date of the notice or the later date specified on the notice.
- 7.2 U Mobile shall deduct the Charges from the Settlement Amount due to the Merchant or from any accounts that the Merchant maintains with U Mobile, in accordance with the Charges payment due date specified in the Letter of Acceptance.
- 7.3 If the Settlement Amount is insufficient for U Mobile to deduct the Charges, the Merchant shall, upon demand remit the payment for the unpaid Charges to U Mobile immediately.
- 7.4 There shall be no refund of any Charges paid by the Merchant if the Agreement is terminated for any reason whatsoever.
- 7.5 All Charges exclude all Taxes. U Mobile shall be entitled to add any applicable Taxes to the Charges and Merchant shall bear all such Taxes.

7.6 Late Payment Interest

If any sum payable by the Merchant to U Mobile is not settled within 30 days from the due date, then without prejudice to any other rights that U Mobile has under this Agreement, U Mobile shall be entitled to charge the Merchant and the Merchant shall pay interest on the overdue sum at the rate of two percent (2%) per annum above Malayan Banking Berhad's base lending rate (BLR), calculated on a daily basis from the date immediately following the due date to (and including) the date of full payment. The BLR shall be the published prevailing rate on the date of payment.

8. TAX, COSTS AND EXPENSES

8.1 Tax

- (a) Unless specified to the contrary in this Agreement, all fees, costs and charges payable by the Merchant pursuant to this Agreement including the Merchant Discount and the Charges shall exclude all Taxes. U Mobile is entitled to add all applicable Taxes to such fees, costs and charges payable by the Merchant.
- (b) The Merchant must pay any Tax, which is payable in respect of the execution, delivery, performance, release, discharge, amendment, enforcement or attempted enforcement or otherwise of the Agreement.

- (c) The Merchant must pay any fine, penalty or other cost in respect of a failure to pay any Tax described in Clause 8.1(a) and Clause 8.1(b).
 - (d) The Merchant indemnify U Mobile against any amount payable under Clause 8.1(a) or Clause 8.1(b) or Clause 8.1(c).
- 8.2 If U Mobile is required by Law to deduct or withhold Taxes from any payment to the Merchant under this Agreement, then U Mobile may make those deductions or withholdings (or both) to the relevant Government Agency and reduce its payment to the Merchant by such amount of deduction or withholding accordingly. U Mobile shall have no obligation to pay an additional amount to the Merchant in relation to the amount deducted or withheld.
- 8.3 Each Party must pay its own costs and expenses in respect of the negotiation, preparation, execution and delivery of the Agreement. The stamp duty of the Agreement shall be borne by the Merchant.
- 8.4 Any action to be taken by the Merchant in performing the Merchant's obligations under the Agreement must be taken at the Merchant's own cost and expense, unless otherwise expressly provided in the Agreement.

9. REPRESENTATIONS AND WARRANTIES

- 9.1 The Merchant represents and warrants, and it is an essential term of the Agreement, that:
- (a) any information provided by the Merchant to U Mobile is complete, updated, true and accurate and not misleading in any material respect;
 - (b) the individual signing the Merchant Application Form is duly authorised on the Merchant's behalf to sign and bind the Merchant to the provisions of the Agreement;
 - (c) the Merchant is entitled to enter into the Agreement and perform the Merchant's obligations under the Agreement;
 - (d) the Agreement constitutes the Merchant's legal, valid and binding obligation enforceable in accordance with its terms by appropriate legal remedy;
 - (e) the Merchant has and will maintain all licences, authorisations, consents, approvals and permits required by applicable Laws in order to perform the Merchant's obligations under the Agreement;
 - (f) it will comply with and ensure that its Personnel will comply with all applicable Laws, and it will not cause U Mobile to be in breach of any Laws relating to anti-money laundering, anti-bribery and corruption;
 - (g)
 - (i) it has not offered or given, and shall not offer or give to any Personnel of U Mobile, a payment or gratuity whether for the benefit of that person or another person with intent to obtain or retain business or to obtain or retain an advantage in the conduct of its business or the business of its related corporation or for obtaining or rewarding favourable treatment by U Mobile with respect to the terms, conditions, price, performance, or award of the Agreement; and
 - (ii) neither the Merchant or any person employed by the Merchant or acting on its behalf will breach, abet or attempt to breach the Malaysian Anti-Corruption Commission Act 2009 or any other applicable Laws that prohibit bribery, corruption or similar activity.

9.2 No Express Representations or Warranties by U Mobile

The Merchant represents and warrants that no representations or warranties were made or given to the Merchant by U Mobile or any other person in relation to the Agreement.

9.3 Implied Representations and Warranties

In relation to the services supplied by U Mobile to the Merchant under the Agreement, no condition or warranty is implied in the Agreement other than a condition or warranty implied by statute which may not be excluded by private agreement.

9.4 Warranties Separate

Each of the representations and warranties contemplated by the Agreement is to be construed independently of the others and is not limited by reference to any other representation or warranty.

10. MERCHANT'S OBLIGATIONS

The Merchant must perform the following in accordance with the terms of the Agreement:

- (a) promptly provide U Mobile with:
 - (i) the Merchant's current address of each of the Merchant's outlet;
 - (ii) all doing business as (DBA) names used by the Merchant;
 - (iii) complete description of the Goods;
 - (iv) any change in the Merchant's name, style, constitution or composition whether by retirement, expulsion, death or admission of any partner or parties, amalgamation, reconstruction or otherwise; or
 - (v) any other information as may be required by U Mobile from time to time;
- (b) at all times observe the guidelines and procedures on the acceptance of the Payment Card as provided by U Mobile including the Merchant Guide and those from the Card Scheme, from time to time;
- (c) accept all Payment Cards as a payment method for the Cardholder's purchase of the Goods;
- (d) not require any Cardholder to pay any part of the Merchant Discount whether through an increase in price or otherwise or to pay any other charge or to require any security from or otherwise impose any condition on a Cardholder in connection with any Transactions;
- (f) submit to U Mobile records of all Transactions performed by the Merchant;
- (g) not impose or require Cardholders to pay any surcharge, commission or discount whether through any increase in price or otherwise, or any other terms and conditions whatsoever on any of the Cardholders desirous of using the Payment Card as opposed to any other method of payment, unless prescribed by the Laws and the Standards;
- (h) not impose a minimum Transaction Charges for the acceptance of an otherwise valid Payment Card from Cardholder as a method of payment;
- (i) include in the value of the Sales Slips any Tax applicable to be collected and shall not collect the Tax applicable separately in cash;
- (j) observe and perform all obligations under the Merchant's contract with the Cardholders including but not limit to the nature, quality and delivery of Goods sold to the Cardholders;
- (k) not sell, purchase, provide or exchange Payment Card account number, Transaction, or personal information of or about a Cardholder to anyone other than to U Mobile, the Card Schemes, or in response to a valid government demand. This provision applies to Payment Card imprints, TIDs (if relevant), carbon copies, mailing lists, tapes, database files, and all other media created or obtained as a result of a Transaction;

- (l) provide the full description of the Goods available to the Cardholder including the cost of the Goods and the delivery or shipping charges in RM and the equivalent in such other foreign currency or currencies acceptable by U Mobile and description of any guarantees and warranties granted by the supplier or manufacturer for such Goods; and
- (m) ensure that the Goods comply with all Laws applicable to the Merchant, U Mobile, the Card Schemes, the Cardholder, the Payment Cards, the Merchant Guide and the Standards; and
- (n) not perform or accept any Transactions in any other locations outside Malaysia without U Mobile's prior written approval;
- (o) not move any POS Terminal from the location approved by U Mobile without U Mobile's prior written consent;
- (p) use any POS Terminal beyond the scope of this Agreement; and
- (q) attend any training instructed by U Mobile from time to time.

11. PROCEDURE IN CARRYING OUT TRANSACTIONS

11.1 Honouring the Payment Cards

- (a) The Merchant shall permit and accept payment by the Cardholders using any of the Payment Cards in accordance with the terms and conditions of the Agreement, the Standards and the Merchant Guide.
- (b) The Merchant shall honour without discrimination the Payment Cards when properly presented to the Merchant as means of payment from the Cardholder.

11.2 Completion of Transactions

- (a) When a Payment Card is presented to the Merchant for payment, in accepting such payment via the use of the Payment Card, the Merchant must comply with the acceptance procedure prescribed by the Merchant Guide, the Standards, the Agreement or any other requirements notified by U Mobile or the Card Schemes from time to time.

12. ADVERTISING AND PROMOTION MATERIAL

12.1 The Merchant shall:

- (a) obtain U Mobile's prior written approval prior to publication of any advertising or promotional material containing the service marks, colours or design of Card Schemes Programme;
- (b) use any of the Marks in any advertising, decals, promotional or sales materials, or signs, in accordance with the guidelines and requirements prescribed by U Mobile, the Merchant Guide, the Card Schemes and the Standards. The Merchant acknowledges that the Merchant's use or display of the Mark does not give it any ownership or interest in the Mark;
- (c) prominently display any Card Schemes Programme and promotional material provided by U Mobile as U Mobile may reasonably require at each outlet or website operated by the Merchant. The use of any promotional material produced by the Merchant or at the Merchant's request, which refers to the Card Scheme Programme, must be approved by U Mobile in writing;
- (d) permit any Card Scheme to include names and addresses of all or any outlets or website operated by the Merchant in any directories, guides or other promotional material used in connection with the Card Scheme Programme; and
- (e) discontinue the Merchant's usage or display of any Mark upon notification by the Card Schemes to discontinue such use or display.

12.2 Under no circumstances shall the use of U Mobile Brand imply that U Mobile endorses, sponsors, certifies, or in any way guarantees the Goods.

12.3 The Merchant shall provide reasonable assistance to U Mobile to participate in any promotional activities organised by any other vendor or suppliers featured on the Merchant's website.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 U Mobile's consent required

The Merchant shall not use any U Mobile Brand except as expressly permitted by the Brand Guidelines or otherwise by U Mobile in writing.

13.2 Restrictions on use

- (a) The Merchant comply with:
 - (i) the Brand Guidelines and Merchant Guide; and
 - (ii) any other instructions of U Mobile relating to the use of U Mobile Brands.
- (b) The Merchant shall not use any of the U Mobile Brands as part of any corporate, trade or business name.
- (c) The Merchant shall not use any trade mark or name which is deceptively similar to the U Mobile Brands.
- (d) U Mobile may, if required by U Mobile, require the Merchant to cease use of any U Mobile Brand immediately.

13.3 Ownership and protection of U Mobile Brands

- (a) The Merchant agrees that:
 - (i) U Mobile Brands are the property of U Mobile;
 - (ii) nothing in the Agreement grants any interest in U Mobile Brands to the Merchant; and
 - (iii) all goodwill arising out of the use of U Mobile Brands by the Merchant vests in U Mobile.
- (b) The Merchant shall not:
 - (i) take any steps to register any rights relating to the U Mobile Brands or any trade mark or name which is deceptively similar to any of the U Mobile Brands; or
 - (ii) do anything which would in any way infringe, call in question or lessen the validity or value of any U Mobile Brand or the goodwill attaching to any U Mobile Brand.

13.4 Ownership and protection of the Marks

- (a) The Merchant agree that:
 - (i) the Marks are the property of the relevant Card Schemes;
 - (ii) nothing in the Agreement grants any interest in the Marks to the Merchant; and
 - (iii) all goodwill arising out of the use of the Marks by the Merchant vests in the relevant Card Schemes.

- (b) The Merchant must not:
 - (i) take any steps to register any rights relating to the Marks or any trade mark or name which is deceptively similar to any of the Marks; or
 - (ii) do anything, which would in any way, infringe, call in question or lessen the validity or value of any Marks or the goodwill attaching to any Marks.

13.5 Rectification of breach

If the Merchant fail to comply with this Clause, U Mobile and their representatives may do all things necessary to rectify the breach, including but not limited to, by entering any premises occupied by the Merchant and removing or modifying signs or other materials that do not meet the requirements of this clause, and the Merchant indemnifies U Mobile against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which U Mobile or any of their representatives suffers, incurs or is liable for in respect of U Mobile's exercise of its rights under this Clause.

14. ACCESS TO U MOBILE SYSTEM

14.1 U Mobile may grant access

U Mobile will, to the extent that is necessary for the Merchant to fulfill the Merchant's obligation under the Agreement, grant access to the applicable U Mobile System for the purpose of the Agreement.

14.2 Compliance with access guidelines

The Merchant shall comply with all guidelines issued and all directions given by U Mobile from time to time in relation to access and use of U Mobile System, including interface protocols and virus checking procedures.

14.3 Required equipment, software and services

- (a) The Merchant shall obtain and maintain all equipment, software and services necessary to access and use U Mobile System, as specified by U Mobile from time to time.
- (b) If, for any reason, the Merchant is unable to access or use U Mobile System, the Merchant shall use other means approved by U Mobile to perform the relevant business process.

14.4 Passwords

- (a) If U Mobile issues a login ID and password for the Merchant to use to access U Mobile System, the Merchant shall:
 - (i) ensure that the login ID and password is only accessible by the Merchant's authorised Personnel; and
 - (ii) notify U Mobile immediately if the Merchant becomes aware that the login ID or password have become or may become known by unauthorised person.

14.5 U Mobile may withdraw right to access

U Mobile may, at its absolute discretion, require the Merchant to cease accessing U Mobile System immediately.

15. U MOBILE'S PROPERTY

15.1 Title to any U Mobile signs, equipment, fittings, furniture or other property provided for use by the Merchant in connection with the Agreement remains with U Mobile.

15.2 Without prejudice to any other rights of U Mobile:

- (a) the Merchant shall not sell or part with possession of U Mobile Property;
 - (b) the Merchant shall keep U Mobile Property:
 - (i) free of any encumbrance;
 - (ii) separate from goods and marked so as to clearly indicate that the U Mobile Property belongs to U Mobile; and
 - (iii) clean and in good condition.
 - (c) the Merchant possess U Mobile Property as bailee or sub-bailee only, and must account to U Mobile as fiduciary in relation to the U Mobile Property.
- 15.3 U Mobile may require the Merchant to insure U Mobile Property at the Merchant's expense against loss or damage from the time that U Mobile Property leaves U Mobile's premises for delivery to the Merchant until the U Mobile Property is returned to U Mobile.
- 15.4 The Merchant bear the cost of repairs and replacement of spare parts of U Mobile Property arising from any negligent damage, unauthorised use, abuse or misuse of the U Mobile Property by the Merchant.

16. CONFIDENTIALITY

- 16.1 Except to the extent necessary to comply with any statutory requirements relating to the disclosure of Confidential Information and subject to Clause 16.4 and Clause 16.5 below, neither Party shall make public, disclose or use any Confidential Information of the other Party except in accordance with the Agreement, unless the other Party gives its prior written consent.
- 16.2 Each Party may disclose the Confidential Information of the other Party to its Personnel where the disclosure is essential to carrying out their duties for the purposes of the Agreement, provided, such Party binds such Personnel to terms at least as restrictive as those stated in the Agreement.
- 16.3 Each Party shall ensure that the Confidential Information of the other Party is used solely in connection with, or for the purposes of fulfilling its obligations under, the Agreement.
- 16.4 Despite anything to the contrary in the Agreement, U Mobile may disclose:
- (a) information about the Merchant's history and relevant information in the following circumstances:
 - (i) to U Mobile's contractors and to any Card Scheme for any purpose related to the operation of those Card Schemes;
 - (ii) card fraud detection agencies (including information about termination or suspension of the Agreement and reason(s) for such termination or suspension); and
 - (iii) where the Law requires or permits U Mobile to do so; and
 - (b) the Agreement to its investor or potential investor, financier or potential financier and their advisors in relation to:
 - (i) an investment or potential investment in U Mobile or its related corporation as defined in the Companies Act 2016;
 - (ii) funding or potential funding for U Mobile or its related corporation; or
 - (iii) an initial public offering of U Mobile's shares or the shares of its related corporation.

16.5 By providing Personal Data of the Merchant's employees, officers, agents, sub-contractor or any individuals, the Merchant confirms and warrants that the Merchant has provided notice to and obtained all consents necessary for U Mobile to, collect, record, hold, store, use and disclose that Personal Data in connection with the Agreement. The Merchant shall indemnify U Mobile for any loss or damage which may arise, directly or indirectly, as a result of the Merchant's breach of this Clause.

16.6 This Clause 16 shall survive the termination or expiry of the Agreement.

17. PRIVACY

17.1 The Merchant shall (and shall ensure that the Merchant's Personnel) comply with:

- (a) any applicable privacy or data protection laws including PDPA; and
- (b) the privacy procedures or policies which form part of U Mobile's guidelines, directions or policies.

17.2 The Merchant shall, upon U Mobile's request, provide a separate written undertaking (in such form as may be required by BNM) to U Mobile to comply with the secrecy provisions in Section 133 of the FSA.

17.3 The Merchant:

- (a) shall take all reasonable steps to ensure that the Personal Data is protected against misuse and loss, and from unauthorised access, modification or disclosure;
- (b) shall deploy technical and organizational measures to ensure compliance with all applicable privacy and data protection laws and to inform U Mobile if any of the measures are breached;
- (c) allows U Mobile to conduct an audit of the technical and organisational measures if requested by U Mobile;
- (d) shall not and ensure that the Merchant's Personnel must not, directly or indirectly use the Personal Data except to the extent necessary to perform the Merchant's obligations under the Agreement;
- (e) shall not disclose the Personal Data whether directly or indirectly to any person without the prior written consent of U Mobile;
- (f) shall ensure that the Merchant's internal operating systems only permit properly authorised Personnel to access the Personal Data;
- (g) shall not do anything or omit to do anything that will cause U Mobile to breach any Laws; and
- (h) shall not transfer Personal Data outside of Malaysia without U Mobile's prior written consent.

17.4 On termination or expiry of the Agreement, the Merchant shall promptly return to U Mobile or, if requested by U Mobile, destroy all copies of the Personal Data, in which case any right to use, copy or disclose that Personal Data ceases.

17.5 This Clause 17 shall survive and continue after any expiration or termination of the Agreement.

18. INDEMNITY

18.1 The Merchant indemnifies U Mobile against any claim or action made or brought by the Merchant's Personnel and any damage, loss, liability, cost, charge, expense, penalties, outgoing or payment which U Mobile pays, suffers, incurs or is liable for in connection with any such claim or action.

- 18.2 The Merchant indemnifies U Mobile and the Card Schemes against any claim, action, damage, loss, liability, cost, charge, expense, penalties, outgoing or payment which U Mobile or the Card Schemes pays, suffers, incurs or is liable for in connection with:
- (a) the Merchant or the Merchant's Personnel's act or omission, including but not limited to the use of the Marks and the U Mobile Brands, any breach of contract or negligence;
 - (b) any dispute between a Cardholder and the Merchant over a Transaction;
 - (c) the Merchant's infringement of the intellectual property rights of any third party;
 - (d) any event relating to a Transaction in a foreign currency;
 - (e) the exercise of U Mobile's right under the Agreement.
- 18.3 If any losses or liabilities incurred by U Mobile under the Agreement in a foreign currency amount, U Mobile may convert that amount into RM at such rate of exchange as determined by U Mobile at its absolute discretion.

19. LIABILITY

19.1 U Mobile's Liability

Any liability of U Mobile for loss or damage based on contract, strict liability or otherwise, however caused (including but not limited to, by the negligence of U Mobile), suffered by the Merchant in connection with the Agreement is limited to the supply of the Services or the payment of the cost having the Services supplied again, at U Mobile's absolute discretion.

19.2 Exclusion of Consequential Loss

U Mobile excludes all liability to the Merchant for all:

- (a) special, direct, indirect or consequential loss or damage; and
- (b) economic loss including loss of profits, loss of revenue and loss of goodwill,
 - (i) arising out of or connected in any way with the Agreement;
 - (ii) arising from the supply of use of the Services or any U Mobile Property or from any act or omission (including negligence) of U Mobile; or
 - (iii) by reason of U Mobile's exercise of its duties under the Laws including without limitation, U Mobile's obligations and duties under the AMLA.

20. DATA SECURITY AND PROTECTION

- 20.1 The Merchant shall comply with the Standards and the Merchant Guide when handling the Cardholder's information, including but not limited to PCI-DSS and PA-DSS.
- 20.2 Any validation or compliance exercise (including but not limited to self-assessment questionnaire, on-site reviews by qualified security assessor, or network scans by approved scanning vendor and compliance status reports) at such frequency as and when deemed necessary for the Merchant by the Card Schemes shall be undertaken accordingly. The Merchant shall facilitate such validation or compliance exercise and provide the necessary access and fully bear all costs related to such validation or compliance exercise.
- 20.3 In the event of any breach in security which results in unauthorised use of the confidential information maintained by the Merchant, the Merchant shall must disclose such event to U Mobile immediately.

21. ANTI-MONEY LAUNDERING

21.1 The Merchant shall:

- (a) ensure that all monies involved in any Transactions and in the Agreement shall come from a lawful source of activity and not unlawful activities as defined under AMLA;
- (b) provide notice to U Mobile if any Transaction was made on behalf of the Cardholder;
- (c) upon receipt of U Mobile's request, provide documents substantiating the Merchant's verification of the identity of the Cardholder and such other information as U Mobile may require including but not limited to certified true copies of any authorisation to act or documents that may be required for the purpose of verifying the information provided by the Merchant. Copies of any information or document provided by the Merchant pursuant to this Clause 21.1 may be retained by U Mobile;
- (d) declare and certify that the necessary "know your customer" checks have been conducted including but not limited to the identity, existence, address and nature of the business of the beneficiary and that the monies, funds or collateral are from a lawful source of activity and not unlawful activity as defined under AMLA;
- (e) disclose and furnish to U Mobile any information required or deemed necessary and to the satisfaction of U Mobile within the period specified by U Mobile in its request, whether or not for purposes of complying with the Merchant Guide and the Standards; and
- (f) not use the payment made via Transactions for money laundering or violate any laws relating to money laundering as defined under AMLA.

22. SUSPENSION AND TERMINATION

22.1 U Mobile may, by way of written notice to the Merchant, at its sole and absolute discretion and with or without reason or at the request of the Card Schemes, at any time suspend:

- (a) the operation of the Agreement immediately, for any period; or
- (b) the Merchant's MID or TID where all card activities in respect of such MID or TID will be suspended for any period of time specified in the notice.

22.2 Without prejudice to the rights contained in the Agreement, U Mobile may, in its absolute discretion and without affecting the accrued rights and obligations of the Parties as at the date of suspension or termination (as the case may be), suspend or terminate any or all of the Merchant's MID or TID or the Agreement immediately by notice to the Merchant on the occurrence of any of the following events:

- (a) in the event that suspension of the Agreement is necessitated by any directive or regulation from any Card Schemes or BNM or any authority having jurisdiction over the matters under the Agreement or due to any adverse findings by such authorities;
- (b) the Merchant breach any material respect any of the Merchant's obligations under the Agreement;
- (c) the Merchant has been in breach of the Agreement (other than by a breach in any material respect of any of the Merchant's obligations under the Agreement) and, in U Mobile's reasonable opinion, the breach:
 - (i) cannot be rectified; or
 - (ii) is capable of being rectified and shall remain unrectified by the Merchant for a period of thirty (30) days after being notified to do so;

- (d) a judgment in any amount is obtained against the Merchant, or any distress, attachment, execution or other process of a Government Agency is issued against, levied or enforced on any of the Merchant's asset;
 - (e) the Merchant suspend payment of the Merchant's debts generally, or is or becomes unable to pay its debts when they are due, or is or becomes unable to pay the Merchant's debts;
 - (f) the Merchant enters into, or resolves to enter into, any arrangement, composition or compromise with, or assignment for the benefit of, the Merchant's creditors or any class of them;
 - (g) the Merchant cease, or threatens to cease, to carry on business;
 - (h) a receiver, receiver and manager, administrator, trustee or similar official is appointed over any of the Merchant's assets or undertakings, an application or order is made for the Merchant's winding up or dissolution, or a resolution is passed or any steps are taken to pass a resolution for the Merchant's winding up or dissolution, except for the purpose of an amalgamation or reconstruction which has U Mobile's prior consent;
 - (i) the Merchant becomes a Subsidiary of another corporation other than with the prior written approval of U Mobile;
 - (j) the Merchant is convicted of a criminal offence;
 - (k) the Merchant is fraudulent in connection with the Agreement;
 - (l) there have been material misrepresentations by or concerning the Merchant or any of the information provided by the Merchant in the Merchant Application Form or otherwise to U Mobile is or becomes incorrect, or false or misleading in a material respect;
 - (m) the Merchant's details and other information disclosed in the Merchant Application Form materially changes, including, but not limited to, a change to the nature and type of business conducted by the Merchant;
 - (n) the Merchant, in the reasonable opinion of U Mobile, brought U Mobile into disrepute;
 - (o) the Merchant or the Merchant's employees or agents have acted fraudulently or have otherwise misused the Service offered by U Mobile;
 - (p) the Merchant is known or suspected to be involved in any fraudulent or any unlawful activity whether or not related to the Merchant's business;
 - (q) upon receipt of a written request from the Card Scheme that any of the Merchant's activity is deemed to be in violation of the Standards; or
 - (r) if the Merchant fails to remit the Terminal Fee within the timelines prescribed by U Mobile.
- 22.3 U Mobile is not liable to provide any reason whatsoever to the Merchant in respect of such suspension.
- 22.4 Either Party may terminate any or all of the Merchant's MID or TID or the Agreement by giving at least thirty (30) days' prior written notice to the other Party without providing any reason.
- 22.5 Upon receipt of notice of termination under Clause 22, the Merchant must immediately submit all claims for payment for processing by U Mobile.
- 22.6 U Mobile shall not be liable for any loss or damage suffered by the Merchant due to any termination or suspension under Clause 22. Any termination under Clause 22 shall not affect any rights and obligations incurred, or arising out of circumstance which existed, prior to termination taking effect.

23. TERMINATION TRANSITION PLAN

23.1 When the Agreement expires, or if the Agreement is terminated by either Party:

- (a) the Merchant shall immediately cease use of the Confidential Information and deliver to U Mobile all Confidential Information in the Merchant's possession or control;
- (b) the Merchant shall immediately cease use of the U Mobile Brands or the Marks or hold the Merchant out as connected in any way with U Mobile or the Card Schemes, as the case may be;
- (c) the Merchant shall co-operate with U Mobile to ensure an orderly wind down of operations; and
- (d) all items supplied to the Merchant by U Mobile for use in connection with the Card Schemes Programme, including but not limited to U Mobile's Property, Imprinters, terminals, Sales Slips, Refund Form and advertising or promotional material shall be returned to U Mobile.

24. AUDIT

24.1 General Audit Rights

U Mobile and the Card Schemes shall have the right and the Merchant gives U Mobile and the Card Scheme and their respective Personnel (including U Mobile's internal and external auditors and advisors) full access at all reasonable times and upon prior reasonable notice to:

- (a) the Merchant's Personnel for the purposes of obtaining information in relation to the Agreement; and
- (b) the Merchant's premises, systems, database, accounts, documents and records relating to the Merchant's operating practices and procedures to the extent relevant to the Agreement including in the supply of the Goods by the Merchant; and

In cases of audits initiated by any Government Agencies or entities having authority over U Mobile (e.g. BNM and the Card Schemes), the Merchant must give U Mobile and such Government Agencies and their respective Personnel (including internal and external auditors and advisors) full and timely access to relevant accounts, documents, system logs and records in order to allow U Mobile to meet the deadlines set by such authorities or entities.

24.2 Merchant's Assistance

- (a) For the purposes of complying with the terms of the Agreement, the Merchant must promptly and efficiently give U Mobile and the Card Scheme and their respective Personnel (including U Mobile's internal and external auditors and advisors), any assistance which are reasonably required and shall also assist U Mobile to meet U Mobile's internal and external audit and compliance requirements which may be more stringent than the regulatory requirements. The internal and external auditors shall have the right to copy and retain copies of any relevant records solely for the purposes of conducting the audit.
- (b) U Mobile may disclose the results of any audit and investigation (including any remedial action) undertaken under this Clause 24.

24.3 Cost

- (a) The Merchant shall be responsible for all costs incurred in relation to any audit and investigation (including any remedial action) undertaken under this Clause 24.
- (b) If the audit establishes any deficiencies, the Merchant shall:

- (i) promptly take any remedial action as required by U Mobile or the Card Scheme to rectify any particular problems or weaknesses arising out of the findings of the audit; and
- (ii) provide to U Mobile or the Card Scheme all documentation related to resolution of such deficiencies and the corrective actions implemented to prevent reoccurrence of the deficiencies.

24.4 Notification to U Mobile

If any of the Card Schemes requests an audit to be conducted under this Clause 24, the Merchant notify U Mobile in writing and provide U Mobile copies of any audit reports or findings including those relating to any remedial action undertaken by the Merchant which are furnished to the Card Scheme.

25. PROHIBITION AND ENFORCEABILITY

- 25.1 Any provision of, or the application of any provision of, the Agreement or any right which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- 25.2 Any provision of, or the application of any provision of, the Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- 25.3 Where any clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in the Agreement.

26. NOTICES

- 26.1 A notice or other communication including, but not limited to, a request, demand, consent, approval, authority, acceptance or directions, to or by a party under the Agreement:
 - (a) must be in legible writing and in English and sent to the address specified in the Merchant Application Form or as specified to the sender by any party by notice:
 - (b) if sent to U Mobile, it must be sent to the following address or such other address or facsimile number as U Mobile may specify in writing from time to time:

Attention:	Head of Digital Financial Services
Address:	Lot 11.01, Level 11, East, Berjaya Times Square, No. 1, Jalan Imbi, 55100 Kuala Lumpur Copy to: General Counsel, Legal & Corporate Governance Lot 11.01, Level 11, East, Berjaya Times Square, No. 1, Jalan Imbi, 55100 Kuala Lumpur
Telephone Number:	+603 2117 9888
Facsimile Number:	+603 2141 6511
E-mail Address:	merchantsupport@gobiz.com.my

- (c) if sent to the Merchant, shall be marked to the attention of the person nominated in the Merchant Application form unless sent via U Mobile System;

- (d) is regarded as being given by the sender and received by the addressee:
 - (i) if by personal delivery, at the time of delivery;
 - (ii) if by ordinary post, three (3) Business Days after posting;
 - (iii) if by facsimile transmission, on the day of transmission if a transmission report states that it was sent in full and without error, but if the delivery receipt is on a day which is not a Business Day or is after 4.00pm (addressee's time), it is regarded as received at 9.00 am on the following Business Day. A facsimile is regarded as legible unless the addressee telephones the sender within two (2) hours after transmission is received and informs the sender that it is not legible; or
 - (iv) if emailed at the date of receipt of the e-mail provided that if the e-mail is sent by the Merchant, such e-mail shall be followed-up with a copy of the notice via registered mail return receipt requested;
- (e) can be relied on by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender; and
- (f) U Mobile may also send the Merchant notice via U Mobile System or any like or replacement system and it is the Merchant's responsibility to check U Mobile System regularly for any notices or communications from U Mobile. If notices are posted by U Mobile on U Mobile System, they are regarded as being given by U Mobile and received by the Merchant at 9.00am on the Business Day following the day such notices are posted on U Mobile System.
- (g) In this Clause 26, a reference to an addressee includes a reference to an addressee's Personnel.

27. WAIVER

- 27.1 Waiver of any right under the Agreement must be in writing and executed by the Party granting the waiver.
- 27.2 A failure to exercise or delay in exercising, or a partial exercise of, a right under the Agreement does not result in a waiver of that right.

28. FORCE MAJEURE

- 28.1 A Party is excused from performing its obligations to the extent it is prevented by a Force Majeure Event.
- 28.2 Each Party must make all reasonable efforts to minimise the effects of the Force Majeure Event.
- 28.3 If the Merchant is prevented by the Force Majeure Event from performing its obligations under the Agreement for thirty (30) days or such other period as the Parties agree in writing, then U Mobile may in its sole discretion immediately terminate the Agreement by giving fourteen (14) days' notice in writing of termination to the Merchant.
- 28.4 If the Force Majeure Event has continued uninterrupted for two (2) months and the Merchant's performance of the Merchant's obligations are affected by the Force Majeure Event, the Merchant may terminate the Agreement by giving fourteen (14) days' notice in writing of termination to U Mobile.

29. ENTIRE AGREEMENT

This Agreement replaces all previous arrangements concerning its subject matter and contains the entire agreement between the Parties.

30. PRECEDENCE

30.1 Unless expressly stated otherwise, the order of precedence between the documents comprising, or referred to in, the Agreement is as follows:

- (a) These Merchant General Terms and Conditions;
- (b) any Schedule to these Merchant General Terms and Conditions;
- (c) the Letter of Acceptance;
- (d) the Merchant Application Form; and
- (e) the Merchant Guide.

30.2 If there is any inconsistency between the terms and conditions of any of the documents referred to in Clause 30.1, the terms and conditions set out in the document listed first in Clause 30.1 prevail.

31. VARIATION

The Agreement may be amended by U Mobile from time to time by posting on the U Mobile System and except as expressly otherwise provided in this Clause or in the Agreement, a variation of any term of the Agreement must be in writing and executed by the Parties.

32. ASSIGNMENT AND NOVATION

32.1 U Mobile may assign the Agreement or its rights and novate its obligations under the Agreement:

- (a) to a related corporation as defined in the Companies Act 2016;
- (b) to a third person as part of a restructure of U Mobile's business; or
- (c) to its financiers as security for any credit facilities granted to U Mobile.

U Mobile will notify the Merchant if it makes such an assignment or novation. The Merchant shall do all that is reasonably necessary as requested by U Mobile to effect any such novation (or assignment).

32.2 The Merchant may not assign any of the Merchant's rights or obligations under the Agreement without U Mobile's prior written consent.

33. SUCCESSORS IN TITLE

This Agreement shall be binding upon the respective successors in title and permitted assigns of the Parties.

34. MERCHANT'S SUBCONTRACTORS

The Merchant shall not sub-contract or delegate the conduct of the activities or any other of the Merchant's obligations under the Agreement to any person, except as expressly permitted by the Agreement or with U Mobile's prior written consent.

35. FURTHER ASSURANCES

Each Party must do all things and execute all further documents necessary to give full effect to the Agreement.

36. CUMULATIVE RIGHTS

U Mobile's rights arising under the Agreement are cumulative and do not exclude any of U Mobile's other rights.

37. NO PARTNERSHIP OR AGENCY

Nothing in the Agreement shall create or be deemed to create a partnership or the relationship of employer and employee between the Parties.

38. TIME OF THE ESSENCE

Time for the performance of the obligations under the Agreement shall be of the essence.

39. GOVERNING LAW AND JURISDICTION

39.1 The Agreement is governed by the laws of Malaysia. Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Malaysia.

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SCHEDULE 1

(Not applicable)