

This Terms and Conditions shall form a legal and binding ("agreement") between you and Wavpay Systems Sdn Bhd ("WSSB") upon approval of your application. Please read the Terms and Conditions carefully.

By submitting your Merchant Acquisition Form, you acknowledge that you have read and fully understood and agreed to be bound by all of the Terms and Conditions herein, the privacy notice, and all documents incorporated by reference upon the approval of your application by us, the approval of which is at our sole and absolute discretion.

Definitions and Interpretations

Where the context so admits the following expressions in this Terms and Conditions shall have the meaning designated unless otherwise distinguished:

| | |
|--------------------------|--|
| Access Password | Means the personal identification number to be used by the Merchant when accessing Wavpay Merchant Portal to transact or make enquiries in connection with Wavpay Service, which may be changed by the Merchant with prior notification to WSSB; |
| Bank Charges | Means any bank charges charged by the bank for the remittance of Settlement to the Merchant by Wavpay; |
| Business Day | Means a day (excluding Saturdays, Sundays and public holidays) on which banks in Kuala Lumpur and/or Selangor are open for general banking business; |
| Customer | Means any valid Wavpay E-Wallet user who makes any payment to you for goods or services purchased, bills payment, or otherwise makes payment to you through the use of the Service; |
| Campaign | Means campaigns/ activities/ initiatives which may be initiated by WSSB from time to time which is to be taken part by the Merchants; |
| Charge back | Means, where relevant, any disputed transactions between WSSB and Merchant arising from the Campaigns, which may be charged ultimately to the Merchants by way of Deduction; |
| Commencement date | Means the commencement date of WSSB Services as WSSB may notify you via electronic mail or any other methods as determined by WSSB from time to time; |

| | |
|---------------------------------|--|
| Confidential Information | Means any documents, knowledge, data, or information of whatsoever nature disclosed to or acquired by the Merchant directly or indirectly from WSSB in connection with the Agreement, or otherwise including, but not limited to the following: <ul style="list-style-type: none"> • financial information; • technical information, including but not limited to research, development, procedures, data, designs, and technical know-how; • business information, including but not limited to operations, planning, marketing interests, and services disclosed by WSSB to the government or regulatory body; • personal information/data of any Customers, and WSSB's staff; and • all confidential or proprietary concepts, documentation, reports, lists, files, data, specifications, software, source code, object code, flow charts, databases, data files, inventions, information, know-how and trade secrets, whether or not patentable or copyrightable. |
| Contract | Means this Merchant Acquisition Application Terms and Conditions including any annexures thereof, the Privacy Notice and the Wavpay Merchant Acquisition Form submitted by you/on your behalf and the approval of merchant acquisition service; |
| Customer | Means any valid Wavpay E-Wallet user who makes any payment to you for goods or services purchased, bills payment, or otherwise makes payment to you through the use of the Service. The definition of the Buyer, whenever referred in the terms and conditions may also be referred to the Customer based on the context stated in the service or transactions entered between the Merchant and the Buyer/Customer; |
| Customer Charge | Means the sale price of the Product and/or Service purchased or availed by the Customer plus all other taxes, duties, costs, charges and expenses in respect of the Product and/or Service that are to be charged to the Customer's Wavpay wallet; |

| | |
|-------------------------------------|---|
| Deductions | <p>Means:</p> <ul style="list-style-type: none"> • Wavpay Service Charges (if applicable); • Merchant Discount Rate (MDR); • Offset amount for total transaction value due to bulk purchase (if applicable); • Refunds or Charge Back (if applicable); • Any fees or charges passed on to Wavpay by the financial institution in respect of the Transactions; • Sales and Services tax or any other tax of similar nature (if applicable) and • any other charges or amounts due to Wavpay under this Agreement or otherwise. |
| Intellectual Property Rights | <p>Means all of the following:</p> <ul style="list-style-type: none"> • Trademarks (including trade dress), service marks, logos or trade names, whether registered or unregistered, together with the goodwill associated with any of the foregoing, and all registrations, renewals and applications for registration thereof; • Those rights existing under the copyright laws for those works subject to the copyright laws and copyright registrations and applications for registration thereof, including all renewals and extensions thereof; • Rights in trade secrets, confidential business information and other proprietary information (including concepts, ideas, designs, processes, procedures, techniques, technical information, specifications, operating and maintenance manuals, drawings, models, tools, algorithms, software architectures, methods, know-how, technical data and databases, discoveries, inventions, research and development, formulas, modifications, extensions, improvements and other proprietary content); • Rights in computer software programs, including but not limited to application software, system software, firmware, middleware and mobile digital applications, including all source code, object code, and documentation related thereto, in any forms and media; • Rights in domain names, domain name registrations and web pages; and • All other intellectual property rights in any jurisdictions throughout the world. |

| | |
|-----------------------------------|---|
| Laws | <p>Means Financial Services Act 2013, Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, Consumer Protection Act 1999, Personal Data Protection 2010, Penal Code, and any law (whether domestic or international), statute, code, rule, guidelines, notices, ordinance, regulation, directive, order, judgment, writ, injunction or decree, and includes any changes in the application or interpretation thereof;</p> |
| Merchant | <p>Means the person who registers to become a WSSB merchant and receives QR Payments for goods and services from the Buyer or Customer through Wavpay QR;</p> |
| Merchant Acquisition Form | <p>Means the binding application form is filled up and submitted by the Merchant/WSSB on behalf of the Merchant, offline or online;</p> |
| Merchant Acquiring Service | <p>Means the services herein below described to be delivered by WSSB to the Merchant:</p> <ol style="list-style-type: none"> payment gateway solutions to be integrated into the Website for use by the Customer; processing of Online Payment(s) made by Customers for the purchase of the Merchant's goods and/or services on the Website through the Merchant Acquiring System in connection with any Transactions; processing of Offline Payment(s) made by Customer for the purchase of the Merchant's goods and/or services at the Merchant's outlet through the use of Terminal for any Transactions; services related to settlement to Merchant with respect to such Transaction; and/or the routing of Transactions by WSSB for authorization, clearing and/or settlement purposes directly with relevant Payment Scheme or via the Third Party Payment Partner ("TPPP"). |
| Merchant's Bank Account | <p>Means the bank account of the Merchant as specified by the Merchant during its registration process with WSSB. For the avoidance of doubt, if the Merchant is a body corporate, the designated bank account shall be in the name of such entity. If the Merchant is an individual, the designated bank account shall be in the name of such individual;</p> |

| | |
|---|---|
| Personal Information Data Protection | Means personal data as defined in Personal Data Protection Act 2010; <ol style="list-style-type: none"> Where either Party is processing Personal Data, it will do so in accordance with the Personal Data Protection Act 2010 ("PDPA"). Personal Data shall have the meaning as set out under the PDPA. A Party will only process Personal Data received from the other for the purpose of and in connection with this Agreement and shall not further process the Personal Data in any manner incompatible with that purpose. Once a Party has processed the Personal Data, the Party shall destroy or, at the other Party's written request, return to the other Party, the Personal Data, unless otherwise obligated to retain the Personal Data to fulfill regulatory obligations |
| Platform | Collectively means WSSB Website, Wavpay Merchant mobile application, and/or any platforms (whether known now or in the future) made available by us from time to time to provide you with the Service; |
| Privacy Notice | Means the privacy notice applicable to the Personal Information of Merchants and/or the personnel of the Merchants, which can be found at www.wavpay.net ; |
| Product | Means a tangible or intangible commodity/product manufactured, marketed, distributed and/or sold by the Merchant, to the Customer(s), the payment for which is to be made through the Customer's Wavpay wallet; |

| | |
|------------------------------|---|
| QR | Means Quick Response Code, a type of matrix barcode (or two-dimensional barcode) that contains information about an item to which it is attached. There are two (2) types of QR codes namely Static QR Code and/or Dynamic QR code; Static QR code refers to a fixed and unchangeable code produced for the Merchant which only has the Merchant account details embedded within the code. Static QR Codes can be scanned repeatedly. Buyer is required to enter the amount when making QR payments using a Static QR code. Dynamic QR code refers to a unique and changeable code produced by Merchant that has the Merchant account details and transaction information embedded within the code. Dynamic QR codes can only be scanned once. The buyer does not need to enter the amount when making QR Payments using a Dynamic QR code. |
| Service | Means any service that the Merchant offers to provide and available for the Customer, of which the payment is to be made through the Customer's Wavpay E-Wallet; |
| Settlement | Means the act of settling the payment made by the Customer in various form to the Merchant less the Deductions and outline the period of settling in Appendix A; |
| Setup Fee | Means a one-off, non-recurring and non-refundable fee payable by the Merchant to Wavpay at the time of signing this Agreement or such other time before the commencement of the Wavpay Services in the amounts outlined in the Appendix A of Merchant Acquisition Form or otherwise agreed by the Parties; |
| Term | Means the term as stated in the Appendix of the Merchant Acquisition Form (if applicable) as approved by us or otherwise agreed by the Parties; |
| Transaction | Means every demand of the Customer to the Merchant, which results in the supply of Product or provision of Service by the Merchant to the Customer; |
| Transaction Fee | Means a fee payable by the Merchant to WSSB for each Transaction based on the formula outlined in the Appendix A of Merchant Acquisition Form or otherwise agreed by the Parties; |
| Wavpay E-Wallet Users | Means the users of Wavpay E-Wallet, who have registered, sign up and completed the e-KYC for registration purpose. |

| | |
|-------------------------------|---|
| Wavpay E-Wallet | Means the mobile application named "Wavpay E-Wallet" or such other name as may be determined by WSSB from time to time which is downloaded by the Customer from Apple App Store, Google Play or other application stores that is approved by WSSB; |
| Wavpay Merchant Portal | Means the following: <ul style="list-style-type: none"> Application provided by WSSB via our Website that you can securely access based on the given user identification and password to view your Merchant profile, sales transaction and settlement status; Mobile application that you can download from Apple App Store, Google Play or other application stores that is approved by WSSB to view your Merchant profile, sales transaction and settlement status; The version to be provided to you will be based on availability during the submission of the Merchant Acquisition Form. |
| Wavpay QR | Means static or dynamic QR code is made available for making payments of purchase transactions between the Wavpay E-Wallet user and the merchant; |
| Wavpay Services | Means the E-Wallet payment solution and/or platform provided to the Merchant, which is developed and deployed by WSSB to enable payment transactions by the Customers to the Merchant. Wavpay Services shall include, but not be limited to, the collection of Customer Charges from the Customers and the remittance of Settlement to the Merchant; |
| Wavpay Service Charges | Means the Setup Fees (if any) and Transaction Fees; |

1. Use of Wavpay Merchant Portal for the Services

1.1. Merchant shall be able to browse and access Wavpay Merchant Portal via secure user identification and password to access WSSB Services hereinabove defined but the access to Wavpay Merchant Portal does not guarantee that all WSSB Service therein is automatically accessible and available to the Merchant unless the Merchant has selected the type of services in the Merchant Acquisition Form and the same has been approved by WSSB.

2. Information

2.1. Bank Account Information

2.1.1. Merchant shall select and insert their own Bank Account for any payment settlement required in connection to Wavpay Services provided by WSSB to the Merchant. Any of the Bank Account information selected and inserted in Wavpay Merchant Portal may be shared by WSSB to any of its outsourcing agent and/or Wavpay technology partners and/or any of its

TPPP, exclusively and only for the purpose of the provision Wavpay Services. Merchant expressly consents and acknowledges that WSSB entitled to debit the Merchant's Bank Account for service charges and/or any other related charges about WAVPAY Merchant Services. Merchant is prohibited from using any Account, which does not belong to the Merchant.

2.1.2. WSSB does not warrant the accuracy of any information about the Merchant's Bank Account(s), or transactions as reported through Wavpay Merchant Portal due to Merchant 's own error, time delays, glitches and other similar system delays and/or errors that may occur. Merchants are advised to regularly review any alerts, statements or notices issued or made available by WSSB, to ensure that there are no errors, irregularities, discrepancies, claims or unauthorized items or transactions, regularly and from time to time.

2.2. Personal and Business-related information

2.2.1. The Merchant must be 18 years of age or above and must provide true, correct and accurate information to WSSB about their Personal and Business which includes but not limited to information about their Name, NRIC, Mobile Number, Nationality, Address, Nature of Business, Business Name, and Account as part of screening compliance imposed by Bank Negara Malaysia and as part of screening process to determine credit worthiness of the Merchant to access WSSB Services, for any act of recovery or such other purpose necessary in connection with Wavpay Services.

2.2.2. In the event there are any changes to the information, the Merchant shall update the information via the Application and/or notify WSSB immediately by means acceptable to WSSB.

2.2.3. The Merchant must acknowledge that WSSB shall not be liable and Merchant shall indemnify WSSB for any loss or damage that may arise due to Merchant's failure or delay to keep WSSB and/or Third-Party Bank updated as to any changes to information including but not limited to information as specified in (a) and (b).

2.2.4. Upon submission of this Merchant Acquisition Form, the Merchant shall irrevocably agree, consent and authorize WSSB or any parties duly appointed by WSSB for the purpose of undertaking the Service rendered herein, which includes Wavpay technology partner and/or outsourcing agent to do the following:

- to conduct due diligence process on the Merchant's credit and trade record at any time, within the tenure of the Merchant's trade relationship with WSSB or its group of companies. WSSB may submit or request, using the Merchant data and information, made available pursuant to this Agreement, credit or trade information of the Merchant with any credit reporting agency registered under Credit Reporting Agencies Act 2010, government institution, agency or bodies or any bona fide trade checking entities;
- to disclose the information of the Merchant conduct of its own account with WSSB to any

credit reporting agency registered under the Credit Reporting Agencies Act 2010 or any data processing agency regulated by the law outside of Malaysia, at any time. Merchant expressly aware, acknowledge and understand that all the information transpired and disclosed by WSSB, may be accessible by the subscriber(s) of the credit reporting agency(ies) or any data processing agency regulated by the law outside of Malaysia;

- c. to conduct credit or account review, monitoring and evaluation, from time to time, to enable the continuation of the provision of any of Wavpay Services.
- 2.3. Merchants shall observe all security measures prescribed by WSSB from time to time relating to WAVPAY Merchant services in particular over their Username, and Access Password from falling into the wrong hands.
- 2.4. Merchants must take all reasonable precautions and diligence to prevent any unauthorized use of their QR and their Merchant devices including but not limited to the following measures:
 - 2.4.1. enable lock on their merchant devices;
 - 2.4.2. not keep any written record of Username or Password on, with or near their Merchant Devices;
 - 2.4.3. not display or to allow another person to see the Username and Password during entry into Wavpay Merchant Portal;
 - 2.4.4. not use Wavpay Merchant Portal negligently or recklessly which will contribute to or cause losses from any unauthorized Merchant transactions by any Third Party;
 - 2.4.5. avoid using the date of birth, identity card number or mobile number as the Password;
 - 2.4.6. check the Account details and transactions and report any discrepancy without undue delay;
 - 2.4.7. log out from Wavpay Merchant Portal properly after use and not leave their Merchant Devices unattended;
 - 2.4.8. ensure the correct profile is used when using Wavpay Merchant Portal;
 - 2.4.9. At no time and under no circumstances shall the Customer reveal his/her Username and/or Password to anyone including to any of WSSB's staff.
- 2.5. Should Merchants have any reason to believe that any of their Usernames and Password have been misused and/or compromised by disclosure, discovered or howsoever, they must inform WSSB immediately and/or take the necessary steps to change and recreate new Username and Password.
 - 2.5.1. Merchant agrees that WSSB has the right to invalidate their Username and Password for breach or potential breach of any terms herein, or of any laws and/or regulations and/or to ensure or maintain the security of WAVPAY Merchant Services and its users where WSSB deems appropriate. They shall not hold WSSB liable for any loss or damage suffered because of such invalidation of their Access Codes
- 3. Merchant's Obligations**
- 3.1. Merchants must use the Wavpay Merchant Portal and QR code provided to the Merchant responsibly and not use it for any unlawful activities.

- 3.2. Merchants must have good title or ownership over the products and services they offer to the customer and/or buyers.
- 3.3. Merchant must be responsibly conduct a precautionary measure whenever dealing with any Buyer or Customer to reduce or avoid fraud, which may result in a chargeback to the Merchant Bank Account.
- 3A. Merchant's Covenants, Warranties and Undertakings**
- 3A.1 The Merchant hereby irrevocably and unconditionally covenants, warrants and undertakes:
 - 3A.1.1 To observes the guidelines, procedure of Transactions as set out WSSB from time to time during the subsistence of the contract;
 - 3A.1.2 Upon request by WSSB, to furnish originals of bills or other supporting documents in relation to or in connection with the Transactions;
 - 3A.1.3 Upon request by WSSB, to allow WSSB's representative for site visit and photo taking on the business premise;
 - 3A.1.4 To notify WSSB immediately in writing of any change in the organization or corporate or business structure of the Merchant or in any of the information furnished to the Merchant Bank pursuant to the terms and conditions herein;
 - 3A.1.5 At all times, to promote and recommend the Customer(s) of the Merchant to purchase goods, products or services using Wavpay E-Wallet Application;
 - 3A.1.6 Not to provide or disclose any information in relation to or in connection with the Transactions to any unauthorised third party;
 - 3A.1.7 Not to gain or attempt to gain, directly or indirectly unauthorised access to Wavpay Merchant Portal for the purpose of obtaining customers' information of other merchants of WSSB .
 - 3A.1.8 Not to use any intellectual property belonging to WSSB, including, without limitation, trademarks, trade names or patents, whether registered or not, without the prior written consent of WSSB other than such usage permitted under this Agreement;
 - 3A.1.9 That the Merchant has obtained all requisite licenses, authorisations, permits and approvals for the carrying on of the Merchant's business;
 - 3A.1.10 That the Merchant is duly authorised and empowered to enter into contract with WSSB for the provision of Wavpay Service herein described; and
 - 3A.1.11 That the Merchant shall not at any time represent to any third party as an agent of WSSB.
- 3A.2 If, in the sole and absolute opinion of WSSB , the Merchant has breached its obligations, warranty, undertaking or covenant as stipulated in this Terms and Conditions, WSSB shall be entitled to suspend the Merchant from carrying any further Transactions or terminate the Contract in accordance with the provisions of herein.
- 4. Restricted Activities**
- 4.1. Merchants must ensure the information provided and activities conducted through Wavpay Merchant Portal shall NOT:
 - 4.1.1. be false, inaccurate or misleading;
 - 4.1.2. be fraudulent or involve the sale of counterfeit or stolen items;
 - 4.1.3. consist of providing illegal money lending;
 - 4.1.4. be related in any way to any type of gambling and/or gaming activities;

- 4.1.5. violate WSSB's Acceptable Use Policy;
- 4.1.6. infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy;
- 4.1.7. violate any law, statute, ordinance, contract or regulation (including, but not limited to, those governing financial services, consumer protection, unfair competition, anti-discrimination, or false advertising);
- 4.1.8. be defamatory, trade libel, unlawfully threatening or unlawfully harassing;
- 4.1.9. be obscene or contain pornography;
- 4.1.10. contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information;
- 4.1.11. facilitate the sale of counterfeit goods;
- 4.1.12. cause WSSB to receive excessive complaints regarding your account or business;
- 4.1.13. present to WSSB a risk of non-compliance with WSSB's anti-money laundering obligations (including, without limitation, where we cannot verify your identity).
- 4.2. If there is any use or attempt to use the QR Code for any type of unlawful purpose (including but not limited to the above), the Merchant's access to Wavpay Merchant Portal will be terminated. Merchants may be subjected to damages and other penalties, including criminal prosecution where available.
- 4.3. Should the Merchant have any reason to believe that any persons have tampered with their Static QR Code, the Merchant shall immediately reprint and replace the tampered Static QR Code.

5. Promotion Activity

- 5.1. WSSB may introduce promotion and campaign activity for Wavpay E-Wallet users such as loyalty programs, cashback and other incentives to promote the use of e-wallet. WSSB's staff may contact Merchant to explain the promotion activity, benefits and arrangement to the Merchant.
- 5.2. Merchant acknowledges and agrees that the Buyers or Customer may contact them concerning the QR Promotion offered by WSSB.
- 5.3. The Promotion in Wavpay Merchant Portal shall be the responsibility and accountability of the Merchant. Merchants agree to take all reasonable steps to ensure all content and terms stated in the Promotion are correct and fair and are in NO way violating any rules and laws of Malaysia and/or causing any harm, offense and/or discrimination to the Buyers or the General Public.
- 5.4. WSSB plays no part in the Promotion creation if initiated and performed by the Merchant and shall not be liable for any misrepresentation of the Merchant's QR Promotion.

6. Fees, Costs and charges

- 6.1. The service charges or transaction fees may be varied from time to time at the absolute discretion of WSSB. The Merchant acknowledges that WSSB shall, subject

to giving the Merchant a twenty-one (21) days prior notice, be entitled to levy or impose service charges or transaction fees and/or revise them from time to time.

- 6.2. The Merchant acknowledges that the Merchant is responsible for all fees and charges imposed by Network or other service providers in enabling Merchant to access and/or connect to Wavpay Merchant Portal.
- 6.3. The Malaysian Sales & Services Tax (SST) will be imposed on all service charges or transaction fees charged by WSSB to the Merchant under this agreement and the Merchant agrees to pay WSSB the SST amount as and when notified by WSSB.

7. Proprietary and Intellectual Property Rights

- 7.1. The Merchant acknowledges that all proprietary and intellectual property rights in Wavpay Merchant Portal and QR Code provided hereunder belongs to WSSB, and where applicable, its affiliates at all times.
- 7.2. Other than information related to the Merchant's Accounts, all content available on the Wavpay Merchant Portal and/or Application (including its arrangement) is the property of WSSB or Third Parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights.
- 7.3. The Merchant's usage of the Wavpay Merchant Portal and QR Code provided does not grant the Merchant a license or right to use the trademark, service mark, copyright, patent or any other intellectual property right whether formally protected, applied for or otherwise. In addition, the Merchant's usage of the Wavpay Merchant Portal and QR Code provided does not grant the Merchant a license or right to use any Third-Party trademark without the express written approval of the Third-Party possessing rights to such trademark.

8. General

- 8.1. The Merchant hereby agrees to examine, respond and react to all WSSB's alerts, statements (including e-Statements) and records of the Instructions, communications, operations or transactions made or performed, processed or effected through the Wavpay Merchant Portal regularly and on time
- 8.2. The Merchant hereby undertakes to notify WSSB immediately and without delay and in any case, no later than thirty (30) days from the date of receipt of the alerts, statements and records of any such errors, irregularities, discrepancies, claims or unauthorized items or transactions. The Merchant acknowledges that failure or delay to provide such notification forthwith shall be deemed as the Merchant's conclusive agreement and acceptance that all matters contained in the alerts, statements and records are true and accurate in all respects and shall be binding on the Merchant for all purposes and conclusive evidence of the transaction. The Merchant hereby agrees that all such records are admissible in evidence and that the Merchant shall not challenge or dispute the admissibility, reliability, accuracy or authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are

- the output of a computer system, and hereby waive any of the Merchant's rights (if any) to so object.
- 8.3. Any Instructions transmitted by the Merchant after the relevant cut-off time on any day shall be posted in the books and records of WSSB on or for the next business day following the date of the Instruction.
 - 8.4. The Merchant shall not be entitled to use Wavpay Merchant Portal, QR Code or any of Wavpay Services if there exist any restrictions whatsoever to the Merchant's Account(s) or Third-Party Account(s) imposed either by WSSB or by any relevant authorities or Third-Party Bank.
 - 8.5. **Suspension or Termination**
Notwithstanding anything herein to the contrary, WSSB may at any time, suspend or terminate the Merchant's right of access to the Wavpay Merchant Portal and QR Code provided or any part thereof or of any medium it is made available under, for the breach or potential breach of any terms herein, laws and/or regulations and/or to ensure or maintain the security of Wavpay Merchant Portal and QR Code provided and its users where WSSB deems appropriate.
 - 8.6. WSSB may terminate or suspend the Merchant's right of access to the Wavpay Merchant Portal, without any notice, should the Merchant falls into any blacklisted by banking or financial institution and/or negative reports issued by any credit reporting agency including CCRISS or due to breach of the terms and conditions herein instruction of any regulatory body or authority for the breach or potential breach of any laws and/or regulations and/or to ensure or due to potential breach of the security of Wavpay Merchant Portal and QR Code provided and its users, when and where WSSB deems appropriate.
 - 8.7. The Merchant may terminate its usage by deleting or ceasing access or usage of Wavpay Merchant Portal.
 - 8.8. Notwithstanding the instances as stated above, WSSB reserves the right to terminate the Merchant's access to Wavpay Merchant Portal and QR Code provided without assigning any reason thereto.
 - 8.9. The Merchant acknowledges that termination shall not affect the Merchant's liability or obligations in respect of instructions provided to and/or processed by WSSB on the Merchant's behalf.
9. **Indemnity**
 - 9.1. The Merchant hereby agrees to be liable for and to fully indemnify and keep WSSB fully indemnified from and against any claims, losses, liabilities, cost and expenses (including but not limited to any legal fees) arising directly or indirectly or which may arise out of:
 - 9.1.1. the Merchant's breach or violation of these Terms and Conditions or any Third-Party rights;
 - 9.1.2. the Merchant's use or purported use of the Wavpay Merchant Portal, QR Code provided and any of Wavpay Service herein defined;
 - 9.1.3. the Merchant's fraudulent acts;
 - 9.1.4. the Merchant's disclosure of Username and password to any other person or in any emails or on other websites;
 - 9.1.5. the Merchant's failure to take reasonable steps to keep the password private and/or secure at all times;
 - 9.1.6. the Merchant's failure to report a breach, disclosure or compromise of the password as soon as reasonably practicable upon being aware of the breach or loss respectively;
 - 9.1.7. WSSB discharging a mandate provided by the Merchant.
 - 9.1.8. WSSB enforcing its rights against the Merchant; or
 - 9.1.9. WSSB complies with any court judgment or any court order, or any decree or directive or order whether or not having the force of law issued by any legally constituted tribunal body entity or authority, arising from any court actions or court proceedings or from any other proceedings, actions or claims other than that of a court and which apply to or directed to or in any way related to the Merchant.
 - 9.2. The Merchant's liability and obligation to indemnify hereinabove however shall not apply to the extent that the same arises from:
 - 9.2.1. a technical breakdown or proven deficiency in the systems and equipment under the full control of WSSB;
 - 9.2.2. a proven weakness or vulnerability in the security features and controls adopted by WSSB;
 - 9.2.3. transaction(s) that occurred after WSSB has been notified by the Merchant of an unauthorized transaction or of the breach, disclosure or compromise of any of its user(s)' security access, provided that the said breach, disclosure or compromise was not due to the Merchant's act or omission or the acts or omission of persons or entities under its control;
 - 9.2.4. transaction(s) that occurred immediately before WSSB being notified by the Merchant of the unauthorized transaction or of the breach, disclosure or compromise of any of its user(s)' security access provided that the said breach, disclosure or compromise of the security access was not due to the Merchant's own act or omission (or the acts or omission of persons or entities under its control) and that the notification was made forthwith and without delay; and
 - 9.2.5. transaction(s) that occurred before the Merchant received any security access to the transaction; or
 - 9.2.6. where applicable, security access that is forged, faulty, expired or cancelled provided that they are not due to the Merchant's acts or omissions or the acts or omission of persons or entities under its control.
10. **Notices**
 - 10.1. The Merchant hereby consents to all notices and other communications which concern Wavpay Merchant Portal and QR Code provided are required under these Terms and Conditions, to be given by WSSB in any one of the following manners:
 - 10.1.1. By ordinary post to the Merchant's last address in WSSB's records and such notification shall be deemed received two (2) days after posting.
 - 10.1.2. By electronic mail to the Merchant's last known e-mail address in WSSB's records and such notification shall be deemed received twenty-four (24) hours after sending.

- 10.1.3. By being displayed on WSSB's premise and such notification shall be deemed effective upon such display.
- 10.1.4. By way of advertisement made once in any national newspaper and such notification shall be deemed effective on the date of publication of the advertisement in any such newspaper.
- 10.1.5. By inserting a notice in WSSB's statement of Account to the Merchant and such notification shall be deemed effective two (2) days after the date of posting of the notice contained in the statement of Account to the Merchant.
- 10.1.6. Broadcasting a message on WSSB website; or
- 10.1.7. By notification to the Merchant in any other manner as WSSB deems fit.
- 10.1.8. All notices and documents required to be given by the Merchant under this Terms and Conditions to WSSB shall be sent to WSSB by way of registered post to the following address or such other address as WSSB may notify at any time or from time to time or email to the e-mail address below:
Address : G-7-01, Level 7, Tower 1, Block G, Mercu Mustapha Kamal, Neo Damansara, No.1 Jalan PJU 8/1, Bandar Damansara Perdana, 47820 Petaling Jaya, Selangor D.E., Malaysia.
 Email: support@wavpay.net

11. Complaints

- 11.1. If the Merchant has any inquiries or requires any assistance, please refer to our helpdesk at support@wavpay.net. In addition, the Merchant is advised to review our Privacy Policy, Security Statement, and Client Charter in the WSSB website.
- 11.2. If the Merchant has any complaints and/or disputes arising from WAVPAY Merchant Services and/or Application and these Terms and Conditions, please refer to our helpdesk at support@wavpay.net.
- 11.3. The Merchant shall specify the nature of the Merchant's query, complaint, and/or dispute and such other details or information as may be required by WSSB and such complaint and/or dispute shall be investigated, handled, and/or resolved following WSSB's complaints and dispute resolution procedure.
- 11.4. The Merchant undertakes that any such complaints and/or disputes made by the Merchant are true and legitimate and the Merchant acknowledges that the Merchant shall be liable to WSSB concerning false or fraudulent complaints or claims.
- 11.5. All complaints to WSSB concerning Wavpay Merchant Portal and QR Code provided and these Terms and Conditions shall be via email, sent to WSSB at support@wavpay.net.
12. Force Majeure
- 12.1. WSSB shall not be liable to the Merchant or any third party for any inconvenience, injury, expense, liability, damages, loss of profits, earnings, or goodwill if WSSB and/or Third Party are unable to perform any of its obligations hereunder or to provide any of the services due to Force Majeure.

13. Severability and Waiver

- 13.1. If any Terms and Conditions are found to be illegal or prohibited, they shall be ineffective only as to the illegal or prohibited parts of such Terms and

Conditions. The remaining Terms and Conditions shall not be affected.

- 13.2. Any waiver or indulgence granted shall not prevent WSSB from enforcing the other parts of the Terms and Conditions which are unaffected by such waiver or indulgence, or from enforcing any other rights nor shall it require WSSB to grant further indulgence. The rights and remedies provided by law are not excluded by these Terms and Conditions.

14. Variations

- 14.1. The Merchant acknowledges that (among others) to ensure the improvement, smooth and efficient provision of the Wavpay Merchant Portal and QR Code provided, WSSB shall have the right and discretion to make such amendments and modifications as it deems necessary to:
- 14.1.1. And/or new trade the procedures and processes applicable to WAVPAY Merchant Services and/or Application (i.e. procedure for registration and activation of Merchant, etc.); and
- 14.1.2. The trade or service names used concerning Wavpay Merchant Portal and QR Code are provided as referred to in these Terms and Conditions. Notwithstanding the same, the Merchant hereby agrees that pending actual changes being effected to these Terms and Conditions, the said Terms and Conditions shall nevertheless continue to apply to Wavpay Merchant Portal and QR Code provided whereby the amended or modified procedures and processes and/or new trade or services names shall be deemed to replace the previous procedures and processes or services names, accordingly.

15. Survivability

- 15.1. Any provision of these terms and conditions which, by its nature, should survive termination or expiration of this agreement, shall survive and remain in full force and effect, including but not limited to provisions governing intellectual property rights, confidentiality, warranties, indemnification, and limitations of liability. Any rights or obligations which by their nature are intended to survive termination shall also survive any termination or expiration of this agreement.

16. Law and Jurisdiction

- 16.1. The Laws of Malaysia shall govern these Terms and Conditions and the Merchant hereby consent and submit to the exclusive jurisdiction and venue of the courts in Malaysia in all disputes arising out of or relating to the use of Wavpay Merchant Portal and QR Code provided. The above governing law and place of adjudication of dispute shall apply notwithstanding the access location of the Merchant.

17. Disclaimer

- 17.1. The materials and information made available via Wavpay Merchant Portal and QR Code provided including but not limited to services, products, information, data, text, graphics, audio, video, links or other items are provided by WSSB on an "as is" and "as available" basis. References to material and information contained on Wavpay Merchant Portal and QR Code provided include such material and information provided by third parties.

17.2. WSSB does not make any express or implied warranties including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of Wavpay Merchant Portal and QR Code provided and the material, information and/or functions therein. Further, WSSB does not warrant that access to the whole or part(s) of the Wavpay Merchant Portal and QR Code provided, the materials, information and/or the functions contained therein will be provided uninterrupted or free from errors or that there will be no delays, failures, errors or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile devices and/ or computer system. Except as otherwise expressly stated in these Terms and Conditions and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies), WSSB expressly disclaims liability for errors and omissions in such materials, information and/or functions as well as delays, failure or error of access and/or transmission. Without limiting the above and/or the terms and conditions of the applicable agreements governing all the products and services of WSSB, reasonable measures will nevertheless be taken by WSSB to ensure the accuracy and validity of all information relating to transactions and products of WSSB, which originate exclusively from WSSB.

18. Charge Back & Disputed Transactions

- 18.1. WSSB shall not be responsible nor liable to the Merchant in the event a Customer disputes any Transaction or payment made via the QR Code.
- 18.2. WSSB shall provide assistance on information regarding the disputed Transaction, but WSSB shall not under any obligation or responsibility to investigate any disputes on the said Transaction. The investigation on the dispute or Charge Back Transaction shall perform by Royal Police Malaysia, Cyber Crime Unit.
- 18.3. In the event of any Charge Back on Transaction the use of Card, the Card Issuer's decision shall be conclusive as to the determination of any Charge Back. Wherever possible (for example, if the TPPP provide WSSB with written advice or upon WSSB

receiving notification from the Payment Scheme), notice to the Merchant of a Charge Back will be accompanied by an explanation of the reason for the Charge Back. Upon prior notification from WSSB, WSSB may debit the Merchant's account, or otherwise, to recover any other costs and expenses WSSB may incur as a result of or in connection with a Charge Back.

18.3.1. Where WSSB is notified of any invalid or Disputed Transactions, WSSB will notify the Merchant of the same by email, fax or letter and wherever possible (for example, if the TPPP provides WSSB with written advice or upon WSSB receiving notification from Payment Scheme) accompanied by an explanation of the reason for it. WSSB will classify the Transaction as disputed and debit it back to the Merchant. The Merchant agrees to investigate disputed Transaction and take all reasonable steps to resolve disputes with the Customers within fourteen (14) days and follow the procedures for handling disputed Transactions and Charge Back which WSSB shall advise from time to time. WSSB shall have the right to suspend the processing of any Transaction or withhold Settlement to the Merchant of the amount of that disputed Transaction until the satisfactory completion of any investigation.

18.3.2. In the event that WSSB considers in good faith there is a possibility of Charge Back, WSSB shall have the discretion to retain the amount from any Settlement (up to a maximum of 6 months) to cover the potential amount of such Charge Back and the Merchant shall on request provide such additional funds within two (2) weeks from the official request as WSSB may specify in good faith to cover Charge Back and potential Charge Back.