Terms and Conditions for RHB Pay Payment Gateway Services

RHB makes available the RHB Pay Payment Gateway Services (as defined herein) to the Merchant through the RHB Pay Platform to facilitate the Merchant's acceptance and processing of electronic payment transactions. These Terms and Conditions will govern the Merchant's access and/or use of the RHB Pay Payment Gateway Services. In consideration of RHB agreeing to make available and/or continuing to make available the RHB Pay Payment Gateway Services to the Merchant, the Merchant agrees to abide by the provisions under these Terms and Conditions. IF THE MERCHANT DOES NOT AGREE WITH ALL OF THESE TERMS AND CONDITIONS, THEN THE MERCHANT MUST DISCONTINUE USING THE RHB PAY PAYMENT GATEWAY SERVICES IMMEDIATELY.

NOW IT IS HEREBY AGREED between the parties as follows:-

1. DEFINITIONS & INTERPRETATION

1.1. In these Terms and Conditions where the context so admits, the following expressions shall have the meanings designated as follows unless otherwise stated:-

'Account(s)' means any and all accounts that the Merchant maintains with RHB, which has been nominated and authorized for access and/or use by the Merchant (whether in the RHB Pay Application Form or otherwise) and which RHB has permitted the Merchant access and/or use, including settlement accounts designated for the crediting of payment proceeds under the RHB Pay Payment Gateway Services.

'API(s)' means the Application Programming Interfaces provided by RHB to enable the Merchant to integrate the RHB Pay Payment Gateway Services with the Merchant's systems, websites, or e-commerce platforms for the purpose of initiating, processing, and managing payment transactions.

'API Credentials' means the set of authentication and authorization credentials issued by RHB to the Merchant, including but not limited to API Keys, Request Keys, Response Keys, CollectionId, JWT Tokens, and Checksums, which the Merchant uses to access and authenticate against the RHB Pay Payment Gateway Services.

'Bank Negara Malaysia' means the central bank of Malaysia, incorporated under the Central Bank of Malaysia Act 1958 as may be amended.

'Banking Day(s)' means a day on which RHB is open for business in Kuala Lumpur.

'Callback URL' means the URL endpoint designated by the Merchant to which RHB Pay will send transaction status notifications, including payment confirmations, failures, and other event-driven updates.

'Chargeback' means a reversal of a payment transaction initiated by the card-issuing bank or payment network on behalf of the payer, typically in response to a dispute, unauthorized transaction, or failure to deliver goods or services.

'Checkout Page' means the payment interface (whether hosted by RHB Pay or self-hosted by the Merchant) through which payers select their preferred payment method and complete payment transactions.

'CollectionId' means the unique identifier assigned by RHB to the Merchant during onboarding, which is used to identify the Merchant and route transactions within the RHB Pay Payment Gateway.

'Content' means any and all materials, information, graphics, texts, images, links, advertisements and data appearing or contained in the RHB Pay Platform, including the materials and content relating to the RHB Pay Payment Gateway Services.

'Customer Information' refers to any information relating to the affairs of, in particular, the account, of any particular customer of RHB in whatever form including the form of a record book, register, correspondence, or other document or material.

'End User(s)' means any one or more of the Merchant's authorized servants, employees and/or agents whom the Merchant has authorized to operate and administer the RHB Pay Payment Gateway Services on behalf of the Merchant, including but not limited to accessing the Merchant Portal.

'Identifiers' means includes the API Credentials, CollectionId, Merchant Portal login credentials, and any one or more of them as the context requires, which are used for authentication and access to the RHB Pay Payment Gateway Services.

'Instruction(s)' means any application, authorization, instruction, mandate or request issued by the Merchant to RHB to carry out any one or more of the RHB Pay Payment Gateway Services permitted by RHB, and includes without limitation any message communicated electronically via the APIs, the Merchant Portal, or otherwise.

'Merchant' means any corporation, partnership, society, association or any other entity identified in the RHB Pay Application Form to whom RHB has agreed to provide the RHB Pay Payment Gateway Services upon the Terms and Conditions hereunder, for the purpose of accepting electronic payment transactions from Payers for goods and/or services.

'Merchant Portal' means the web-based administrative interface provided by RHB through which the Merchant and its End Users may view, manage, and monitor payment activities, including transaction tracking, settlement visibility, payment link management, reporting, and profile configuration.

'Payer' means the individual, corporation, or entity that initiates a payment transaction to the Merchant through any of the Payment Channels supported by the RHB Pay Payment Gateway.

'Payment Channel(s)' means the electronic payment methods supported by the RHB Pay Payment Gateway, including but not limited to FPX (Financial Process Exchange), DuitNow (including DuitNow Pay, DuitNow QR, and DuitNow Online Banking/Wallets), credit and debit card payments (Visa, Mastercard), e-wallets, and such other payment methods as may be added, withdrawn, varied, or replaced by RHB from time to time.

'Payment Channel Terms' means the respective terms and conditions, operating rules, regulations, guidelines, and requirements issued or prescribed by the relevant Payment Channel Operator or regulatory authority governing the Merchant's participation in or use of each Payment Channel, as may be amended or supplemented from time to time.

'Payment Channel Operator' means any entity that owns, operates, manages, or governs a Payment Channel, including but not limited to Payments Network Malaysia Sdn. Bhd. (PayNet), Visa Worldwide Pte. Limited, Mastercard Asia/Pacific Pte. Ltd., any licensed bank or financial institution, and any licensed e-money operator or e-wallet provider, as may be applicable from time to time.

'Payment Link' means a unique URL generated by the Merchant through the Merchant Portal or API to collect payment from a Payer for a specific transaction, with configurable parameters including amount, description, and expiry date.

'PCI DSS' means the Payment Card Industry Data Security Standard, being the information security standard for organizations that handle payment card data.

'RHB Pay Application Form' means the application form submitted to RHB by the Merchant at the time of application for the RHB Pay Payment Gateway Services.

'RHB Pay Payment Gateway Services' means RHB's payment gateway products, services and/or facilities, including payment orchestration, Merchant Portal services, reconciliation and settlement services, Payment Link services, and such other services as may be added, withdrawn, varied, or replaced by the Bank at any time and from time to time as the Bank may in its sole and absolute discretion deem fit (whichever applicable or subscribed by the Merchant).

'RHB Pay Platform' means the collective technology platform through which the RHB Pay Payment Gateway Services are made available to the Merchant, comprising the Merchant Portal, the APIs, the Checkout Page, and any associated systems and infrastructure.

'RHB' or 'Bank' means RHB Bank Berhad ((Registration No.:196501000373)(6171-M)) and/or RHB Islamic Bank Berhad ((Registration No.:200501003283)(680329-V)), a company incorporated in Malaysia pursuant to the Companies Act 2016 and licensed to conduct banking business under Financial Services Act 2013 and/or Islamic Financial Services Act 2013, having its registered office at Level 10, Tower One, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur and includes its subsidiaries, successors-in-title and assigns and where applicable, any one of them.

'RHB's Procedures' means RHB's procedures as may be set forth in the user manuals, API documentation, integration guides, and other technical documentation relating to the RHB Pay Payment Gateway Services.

'Service Charge(s)' means the charge(s) payable by the Merchant for the RHB Pay Payment Gateway Services (including any Merchant Discount Rate, transaction fees, processing fees, or other applicable charges) in accordance with these Terms and Conditions, whereby such charges may be varied from time to time.

'Settlement' means the process by which RHB credits the net transaction proceeds (after deduction of applicable Service Charges, Chargebacks, refunds, and other adjustments) to the Merchant's designated Account in accordance with the agreed settlement cycle.

'Standard Terms' means any (a) guidelines, policies, rules, procedures, terms and conditions determined by RHB; and/or (b) terms and conditions accepted by the Merchant or entered into between the Merchant (or such other person) and RHB (including letters of offer and terms and conditions); from time to time for and in connection with the Account(s), the banking products and/or services under the RHB Pay Payment Gateway Services together with any amendments made from time to time to any of the foregoing.

'Terms and Conditions' means these Terms and Conditions governing the provision of the RHB Pay Payment Gateway Services and shall include the RHB Pay Application Form, the letter(s) of acknowledgement issued by RHB to the Merchant from time to time in relation to the RHB Pay Payment Gateway Services and where applicable, the Standard Terms; together with any variations made from time to time to any of the foregoing.

'Third-Party Platform' means any e-commerce platform, content management system, or marketplace (including but not limited to EasyStore, WooCommerce, and OpenCart) through which the Merchant may integrate the RHB Pay Payment Gateway Services via pre-built plugins or connectors.

'Transaction(s)' means any payment transaction(s), or series thereof, initiated through the RHB Pay Payment Gateway and which may only be effected by communication of Instructions to RHB in accordance with RHB's Procedures.

'Transaction Data' means any data, information, or records relating to Transactions processed through the RHB Pay Payment Gateway, including payment amounts, Payer information, payment method details, timestamps, and transaction statuses.

'User' means any End User authorized by the Merchant to access and operate the RHB Pay Payment Gateway Services.

'Webhook' means an HTTP-based notification mechanism through which RHB Pay sends real-time transaction status updates to the Merchant's designated Callback URL.

2. OPERATION OF THE RHB PAY PAYMENT GATEWAY SERVICES

Access and/or use of the RHB Pay Payment Gateway Services

2.1. The Merchant shall use the relevant Identifiers provided by RHB to access the RHB Pay Payment Gateway Services in accordance with RHB's Procedures for purposes of submitting Instructions to RHB. The Merchant may use the RHB Pay Payment Gateway Services through the Merchant Portal and/or via API integration. The Merchant authorizes the Users to act for and on behalf of the Merchant for the purposes set forth under or pursuant to these Terms and Conditions. The Merchant shall ensure that all Users comply with all of the Merchant's obligations under these Terms and Conditions and the Merchant shall be responsible by the User(s)' failure, neglect or omission to comply with such obligations.

2.2. The Merchant shall integrate with the RHB Pay Payment Gateway using the API documentation and integration guides provided by RHB. The Merchant is responsible for ensuring that any integration (whether self-hosted, assisted-hosted, or via a Third-Party Platform plugin) is implemented in accordance with RHB's Procedures and complies with all applicable security standards.

2.3. Upon successful authentication of the Merchant's API Credentials or Merchant Portal login credentials, all Instructions and Transactions issued thereafter shall be attributed to the Merchant, notwithstanding that such access, instruction or transaction may have been made by a third party whether authorized or unauthorized. The Merchant further represents and warrants that all information and Instructions forwarded to the Bank from time to time through the RHB Pay Platform are correct, validly issued and legally binding on the Merchant.

2.4. The Merchant is deemed to agree that Instructions or Transactions received by the Bank are irreversible when received, completed, or relied upon by the Bank and the Bank is authorized to comply with Instructions received through the RHB Pay Platform.

Service Availability

2.5. RHB makes no warranty that the RHB Pay Payment Gateway Services (or any part thereof) will be available at all times. In the event of any failure or disruption in the RHB Pay Payment Gateway Services (or any part thereof), the Merchant may contact RHB's support channels in accordance with Clause 2.12.

2.6. Unless otherwise provided herein, RHB may from time to time with or without prior notice set or vary the frequency or manner of use of the RHB Pay Payment Gateway Services including without limitation services, features, Payment Channels, products and facilities available through the RHB Pay Platform. RHB may make available new, additional, or enhanced service(s), Payment Channel(s), and/or product(s) through or under the RHB Pay Platform at any time. By utilizing such new, additional or enhanced service(s) and/or product(s) as and when such service(s) and/or product(s) become available, the Merchant shall be bound by the Terms and Conditions in force governing such new service(s) and/or product(s).

2.7. RHB may from time to time, at its sole and absolute discretion, without notice and from time to time add to, vary, alter, suspend, or remove any part of or all of the RHB Pay Platform, or any function or feature thereof, without giving any reason and without incurring any liability.

Settlement of Funds

2.8. RHB shall settle the Transaction proceeds to the Merchant's designated Account in accordance with the agreed settlement cycle, subject to deduction of applicable Service Charges, Chargebacks, refunds, and other adjustments. The Merchant shall ensure that the designated Account is maintained in good standing at all times.

2.9. RHB shall not be obliged to settle any Transaction proceeds where the Transaction is subject to investigation for fraud, dispute, or regulatory inquiry. RHB reserves the right to withhold, delay, or suspend settlement in such circumstances until the matter is resolved to RHB's satisfaction.

Verification

2.10. The Merchant is required to verify the status of each Transaction by checking the Transaction status via the Merchant Portal or through the Webhook notifications and API responses provided by RHB, to ensure the authenticity, accuracy, completeness and correctness of the Transaction Data. The Merchant shall check if the Transactions have been processed by reviewing all Transactions recorded in the Merchant Portal's transaction reports and settlement reports.

2.11. RHB shall make available Transaction Data and reports on the Merchant Portal for limited periods of time. RHB makes no warranty that the information and data made available via the RHB Pay Platform will be available at all times and RHB shall not be liable for any loss or damage suffered by the Merchant as a result of any unavailability of any such information and data.

Support

2.12. In relation to the RHB Pay Payment Gateway Services, the Merchant may submit any queries, lodge complaints or issue Instructions to RHB in such manner as RHB requires in accordance with RHB's Procedures by contacting the RHB Customer Contact Centre at +603 9206 8166, via email at merchantservices@rhbgroup.com, or through such other channels as RHB may notify to the Merchant from time to time.

Limits

2.13. At RHB's absolute discretion, RHB may from time to time, impose or revise limits on transaction amounts, daily cumulative amounts, API rate limits, and number of Transactions executed at any one time, by giving notice to the Merchant.

Discrepancies

2.14. The Merchant hereby agrees that unless the Merchant notifies RHB of any discrepancies by the Banking Day immediately following the completion of the Transaction, the entries in the Transaction reports and settlement reports shall be deemed correct, final and conclusive and binding on all parties as evidence of such Transactions effected by the Merchant. RHB shall not be liable to the Merchant for any loss and damage suffered by the Merchant arising from or in connection with the Merchant's failure or delay to notify RHB of any discrepancies in the Transaction(s), Instruction(s), or Transaction Data after the Banking Day immediately following the completion of the Transaction.

3. INSTRUCTIONS

Effect of Instructions

3.1. All Instruction(s) shall be effected using the Identifier(s) in accordance with RHB's Procedures and any applicable laws from time to time. The Merchant acknowledges that certain Instructions may only be processed (a) after the Merchant has submitted and RHB has received the Instructions; and/or (b) during normal banking hours on the Banking Day. RHB does not warrant that any Instruction will be executed within any particular time frame or in any particular order.

3.2. The Merchant agrees and authorizes RHB to act on all Instruction(s) effected (whether authorized or not) through the use of the Identifiers, including without limitation where such

Instruction results in mistaken, fraudulent or unauthorized handlings, payments, settlement or transfers to be made. The Merchant further agrees that any Instructions and/or requests received by RHB which are identified by any or all Identifiers shall be deemed to have been issued by the Merchant and/or its User even though such Instructions and/or requests may have been issued by a third party, whether authorized or unauthorized. The Merchant accepts full responsibility for all such Instruction(s) and/or requests, and in particular for ensuring the authenticity, correctness, accuracy and completeness of its Instruction(s) and the Merchant agrees that RHB shall not be liable for any loss and damage arising from any inauthentic, incorrect, inaccurate, or incomplete Instructions submitted to RHB or for any other error or delay arising therefrom.

3.3. All Instruction(s) effected (whether authorized or not) through the use of the Identifiers shall be binding on the Merchant once transmitted to RHB, notwithstanding any error, fraud or forgery and the Merchant agrees that RHB shall not be liable for any loss or damage (including without limitation loss of funds) suffered or incurred by the Merchant and/or any third party as a result of any or all such Instructions effected. Without limiting the generality of the foregoing, RHB shall not be liable for any loss or damage suffered or incurred by the Merchant and/or any third party as a result of the following:-

3.3.1. Any unauthorized Instructions or Transactions effected using the Identifiers;

3.3.2. RHB's refusal to act upon any Instruction(s) given to RHB under suspicious or irregular circumstances, as determined by RHB in its absolute opinion;

3.3.3. RHB's effecting Instruction(s) without verifying the authenticity, correctness, accuracy and/or completeness of such Instruction(s), although RHB is entitled at its sole discretion to seek such confirmation from the Merchant; and/or

3.3.4. The Merchant's non-observance of any of the Terms and Conditions herein.

Cancellation, Refund, or Amendment of Instructions

3.4. Once the Merchant has given an Instruction, the Merchant cannot cancel or amend it. However, upon the Merchant's request in writing, RHB may, at its discretion as RHB deems fit, (but shall not be obligated to agree) (a) to grant, conditionally grant or refuse the Merchant's written request for a refund of the monies paid or funds transferred; or (b) at the Merchant's written request, revoke, cancel or otherwise amend any earlier Instruction of the Merchant. All costs and charges incurred by RHB in implementing any such requests by the Merchant shall be borne by the Merchant and may, as RHB deems fit, be debited from the Account(s) designated by the Merchant. Refund transactions shall be subject to the policies and procedures established by RHB and the applicable Payment Channel rules including applicable chargeback rights and dispute resolution processes.

Notification to RHB

3.5. It shall be the Merchant's responsibility to notify RHB immediately:

3.5.1. Upon receipt of incomplete, garbled or inaccurate data or information from RHB of any and all Instructions, Transactions or other use under the RHB Pay Payment Gateway Services;

3.5.2. Upon receipt of any data or information which is not intended for the Merchant; and/or

3.5.3. Upon becoming aware, or where the Merchant suspects or has any reason to believe that any Instruction(s) sent by the Merchant has not been received by RHB or is inauthentic, incorrect, incomplete or inaccurate including without limitation any mistaken, fraudulent or unauthorized payments or funds transfers.

3.6. RHB is under no obligation to process any Instruction (or part thereof) received and may reject or delay processing of the same without any liability whatsoever accruing to RHB, including without limitation in the following events:

3.6.1. The Instructions (or part thereof) appear to RHB to be inauthentic, incorrect, inaccurate, incomplete, garbled or corrupted;

3.6.2. The relevant Account(s) to which the Instructions relate is frozen, closed or suspended or the Merchant has entered an incomplete, incorrect or invalid account number;

3.6.3. RHB knows or has reason to believe that a breach of security, fraud, criminal act, offence or violation of any law or regulation has been or will be committed; and/or

3.6.4. The Merchant has not complied with these Terms and Conditions, any or all of RHB's Procedures or requirements set forth in the Standard Terms or any notice sent by RHB to the Merchant from time to time.

3.7. RHB shall be under no obligation, nor duty of care, nor be responsible to investigate the authenticity, correctness, accuracy, completeness or integrity of the Instructions (or part thereof) received by RHB or the authority of the person transmitting and/or effecting the same; and may treat such Instructions received as effective and binding on the Merchant notwithstanding any error, fraud, forgery, lack of authority or misunderstanding.

Chargebacks and Disputes

3.8. The Merchant acknowledges that Transactions may be subject to Chargebacks in accordance with the rules and regulations of the relevant Payment Channel or card scheme. The Merchant agrees to (a) cooperate with RHB in resolving any Chargeback or dispute; (b) provide all information and documentation reasonably requested by RHB within the timeframes specified; and (c) bear all costs, losses, and liabilities arising from Chargebacks. RHB reserves the right to debit the Merchant's Account for the full amount of any Chargeback, associated fees, and penalties.

Notices

3.9. The Merchant hereby consents to all notices and other communications which concern the RHB Pay Payment Gateway Services as may be given by the Bank in any one of the following manners:

(i) By electronic mail to the Merchant's last known e-mail address in the Bank's records and such notification shall be deemed received twenty-four (24) hours after sending.

(ii) By display in the Bank's business premises and such notification shall be deemed effective upon such display.

(iii) By posting a message or notification on the Merchant Portal.

(iv) If notified to the Merchant in any other manner as the Bank deems fit.

4. CONDITIONS OF USE

4.1. The Merchant agrees that the Merchant's access and/or use of the RHB Pay Payment Gateway Services will be subject to the provisions of these Terms and Conditions and any applicable Standard Terms that the bank may modify or update from time to time with 21 calendar days' prior written notice. The Merchant and Bank agree that in the event of any discrepancy or inconsistency between the provisions of these Terms and Conditions and the Standard Terms,

the Standard Terms shall prevail, except where these Terms and Conditions expressly govern the RHB Pay Payment Gateway Services.

4.2. RHB's provision of the services under RHB Pay Payment Gateway Services to the Merchant is hereby subject to RHB's following rights PROVIDED prior written notification has been given to the Merchant:-

4.2.1. Combine and/or consolidate the Account(s) with any of the Merchant's other accounts maintained with RHB and proceed to set-off or transfer any sum standing to the credit of any of the Merchant's aforesaid accounts in or towards the satisfaction of any of the Merchant's liabilities to RHB. In furtherance of the above, RHB also reserves the right to suspend Settlement to the Account notwithstanding the Merchant's entitlement to receive such Settlement; and/or

4.2.2. Grant to the Merchant any indulgence in relation to these Terms and Conditions, without prejudice to or affecting RHB's right to subsequently enforce the same.

4.3. The Merchant's use of the RHB Pay Platform is subject to its undertaking not to do any of the following:-

4.3.1. Not to use the RHB Pay Platform (or any service, information or product thereunder) for any illegal or unlawful purpose or where otherwise prohibited under law or by these Terms and Conditions.

4.3.2. Not to use the RHB Pay Platform (or any service, information or product thereunder) in any manner which could damage, disable, overburden, corrupt or impair the RHB Pay Platform or the hardware and software system, security protocols, information/service provider networks or other operations or interfere with any party's use and enjoyment of the RHB Pay Platform.

4.3.3. Not to gain or attempt to gain unauthorized access to or to otherwise deal with any other account(s) or any hardware and software system, security protocols, information/service provider networks or other operations connected to the RHB Pay Platform, through hacking, data mining or any other means. The Merchant shall not obtain or attempt to obtain any materials or information through any means not intentionally made available through the RHB Pay Platform or the RHB Pay Payment Gateway Services.

4.3.4. Not to modify, copy, distribute, transmit, use or otherwise deal with any of the products, services, information or Content of the RHB Pay Platform (save for the purposes under or pursuant to these Terms and Conditions) without obtaining RHB's prior written approval.

4.3.5. Not to post, send or transmit any unauthorized content on to or through the RHB Pay Platform including without limitation, content that:- (i) is unlawful, vulgar, obscene, libellous, breach of privacy, abusive or otherwise objectionable; (ii) amounts to 'junk mail', 'spam', 'chain letters' or any other form of unauthorized materials; and (iii) contains software viruses or any file or program that may interrupt, disable, overburden, corrupt or impair the RHB Pay Platform or the hardware and software system, security protocols, information/service provider networks or other operations.

4.4. The Merchant shall not use the RHB Pay Payment Gateway Services to process transactions for goods or services that are illegal, prohibited by applicable law, or otherwise restricted by RHB's acceptable use policies as communicated to by RHB to the Merchant from time to time.

4.5. The Merchant acknowledges and agrees that the use of each Payment Channel made available through the RHB Pay Payment Gateway Services is subject to the applicable Payment Channel

Terms issued or prescribed by the relevant Payment Channel Operator from time to time. The Merchant represents and warrants that it has read, understood, and agrees to be bound by the Payment Channel Terms applicable to each Payment Channel it activates or uses through the RHB Pay Payment Gateway Services. The Merchant's continued access and/or use of any Payment Channel shall constitute its acceptance of the applicable Payment Channel Terms and its acknowledgement that it remains solely responsible for compliance therewith.

4.6. Payment Channel Terms for Merchant can be found at https://www.rhbgroup.com/others/terms-conditions/index.html

4.7. These Terms and Conditions are supplementary to and shall be read in conjunction with the applicable Payment Channel Terms. In the event of any conflict or inconsistency between these Terms and Conditions and the applicable Payment Channel Terms with respect to matters specifically and exclusively governed by the Payment Channel Terms, the Payment Channel Terms shall prevail to the extent of such inconsistency, unless otherwise agreed by RHB in writing.

4.8. RHB shall use reasonable endeavours to notify the Merchant of any material changes to the Payment Channel Terms where such changes are communicated to RHB by the relevant Payment Channel Operator. However, it remains the Merchant's sole responsibility to monitor, obtain, and ensure compliance with the current Payment Channel Terms applicable to each Payment Channel it uses, as such terms may be issued, varied, or supplemented by the relevant Payment Channel Operator from time to time without notice to RHB.

4.9. RHB shall not be liable to the Merchant or any third party for any losses, damages, penalties, or consequences arising from the Merchant's failure to comply with, or breach of, any applicable Payment Channel Terms. The Merchant shall indemnify and hold RHB harmless against any claims, penalties, fines, or sanctions imposed by any Payment Channel Operator or regulatory authority arising directly or indirectly from the Merchant's non-compliance with the applicable Payment Channel Terms.

5. MERCHANT'S OBLIGATION OF SECURITY

5.1. The Merchant shall keep and shall procure that each User shall keep confidential and secure all Identifiers and other credentials issued by RHB in order to enable the Merchant or such User to access and/or use the RHB Pay Payment Gateway Services. The Merchant agrees that the Identifiers constitute the Merchant's means of authentication by which RHB can identify the Merchant and any User. Any person who uses the Identifiers or any part thereof will be able to use and/or have access to the RHB Pay Payment Gateway Services.

5.2. The Merchant agrees to take and shall procure that each User shall take all precautions to safeguard the Identifiers such as (but not limited to):

5.2.1. Not disclosing any Identifier, API Credential, or causing any Identifier to be disclosed to anyone not authorized to access the RHB Pay Payment Gateway Services;

5.2.2. Changing passwords and rotating API keys regularly in accordance with RHB's security recommendations;

5.2.3. Storing API Credentials securely using industry-standard encryption and not embedding them in publicly accessible source code, client-side scripts, or version control repositories;

5.2.4. Informing RHB immediately if there is any suspicion that any Identifier has been disclosed to a third party or compromised, to enable RHB to prevent fraudulent or unauthorized use of the RHB Pay Payment Gateway Services;

5.2.5. Implementing appropriate access controls to restrict access to the Merchant Portal and API Credentials to authorized personnel only; and

5.2.6. Ensuring all systems that integrate with the RHB Pay Payment Gateway comply with PCI DSS requirements and other applicable security standards, including the secure handling of any payment card data.

5.3. The Merchant must notify RHB immediately (and submit to RHB confirmation in writing of such notification) if the Merchant:

5.3.1. Knows or suspects that any Identifier is lost, compromised, or known to someone else; and/or

5.3.2. Becomes aware or suspects that there is unauthorized access and/or use of the RHB Pay Payment Gateway Services.

5.4. Notwithstanding Clause 5.3, the Merchant shall be liable for all loss or damage howsoever caused, which may be suffered or incurred by RHB, the Merchant, and/or any third party or which may arise directly or indirectly from the Instructions received by RHB (whether authorized or not) after any or all of the Identifiers are disclosed to a third party or otherwise compromised until RHB has taken the necessary steps in accordance with its prevailing practice to prevent any Instruction from being effected through the use of the Identifiers.

5.5. When RHB is notified by the Merchant of the circumstances in Clause 5.3.1 and/or Clause 5.3.2, RHB shall be entitled to take any steps it deems fit including the right to suspend the Merchant's and/or the User's access to and use of the RHB Pay Payment Gateway Services and/or to cancel any Identifier, without any liability to RHB. The Merchant and the User may be issued with new Identifiers at RHB's absolute discretion.

5.6. RHB shall at its discretion be entitled to deactivate or revoke the use of any Identifier at any time without assigning any reason whatsoever and with notice to the Merchant and/or the User. RHB may in its absolute discretion re-activate or re-issue any Identifiers in order for the Merchant to resume its access and/or use of the RHB Pay Payment Gateway Services. All costs and charges incurred by RHB in issuing, re-activating or re-issuing any Identifiers shall be borne by the Merchant. The Merchant must follow any other security rules prescribed by RHB.

5.7. The Merchant shall ensure that all systems, servers, and devices from which the Users access and/or use the RHB Pay Payment Gateway Services are maintained with appropriate security measures including but not limited to firewalls, up-to-date anti-virus and anti-malware software, secure socket layer (SSL/TLS) encryption, and regular security patching so as to prevent unauthorized use and/or access to the Transactions and Accounts via the RHB Pay Payment Gateway Services.

6. SERVICE CHARGE(S)

6.1. Service Charges apply to the Merchant's access and/or use of the RHB Pay Payment Gateway Services effected by the Merchant in the amounts and manner notified by RHB in writing, and RHB further reserves the right to vary such Service Charges at any time by giving the Merchant prior notice of any such variation. The Merchant shall pay the Service Charges imposed by RHB for the provision of the RHB Pay Payment Gateway Services in the amounts and manner notified by RHB in writing. The Merchant may also be liable for any other fees or charges imposed by RHB for Instructions made under or pursuant to the RHB Pay Payment Gateway Services, where

applicable (including Merchant Discount Rates, transaction fees, processing fees, settlement fees, Chargeback fees, etc.) and which are payable to RHB under the Standard Terms.

6.2. The Merchant hereby authorizes RHB to debit the Account(s) designated by the Merchant directly for any Service Charges or other charges imposed by RHB, or to deduct such charges from the Settlement proceeds prior to crediting the Merchant's Account. RHB is not obliged to notify the Merchant or to obtain the Merchant's consent prior to any debit or deduction made by RHB.

6.3. In the event that any service or other tax of similar nature is now or hereafter chargeable by law on any payment hereunder, the Merchant shall pay such tax at such rate(s) as may be prescribed by law from time to time, in addition to all other sums payable hereunder or relating thereto. If RHB is required by law to collect and make payment in respect of such tax, the Merchant agrees to indemnify RHB against the same and/or the Merchant authorizes RHB to debit the Account(s) designated by the Merchant directly for any such tax.

7. INTERNET, NETWORK & NETWORK COMMUNICATION SERVICE PROVIDERS

7.1. The Merchant understands that any access and/or use of the RHB Pay Platform or the RHB Pay Payment Gateway Services will be effected through the relevant internet service provider, network provider, or communication network provider in the country from which such service is accessed, and to this extent such access and/or use will also be subject to and governed by the relevant laws and regulations of that country and any Terms and Conditions prescribed by such relevant internet service provider, network provider or communication network provider.

7.2. RHB does not warrant the security and confidentiality of the Instructions and other information transmitted through the internet service provider, network provider or communication network provider or any equivalent system in any jurisdiction via the RHB Pay Payment Gateway Services and RHB shall not be liable for any unauthorized access, theft of information or any loss or damage arising therefrom. In addition, the Merchant accepts and agrees that RHB shall not be liable for any electronic, mechanical, data failure or corruption, computer viruses, bugs or related problems that may be attributable to services provided by any relevant internet service provider, network provider or communication network provider.

8. EQUIPMENT, SOFTWARE AND INTEGRATION

8.1. The Merchant is responsible for ensuring the compatibility of the internet browser, settings, server infrastructure, and any equipment used for access and/or use of the RHB Pay Payment Gateway Services and also for ensuring such equipment shall be free from any defects, viruses or errors. The Merchant agrees to comply with any criteria imposed by RHB from time to time with respect to the Merchant's systems from which the Merchant accesses and/or uses the RHB Pay Payment Gateway Services (including any software used). The Merchant shall be wholly responsible for any loss or damage arising from or in connection with the Merchant's use of any system or device belonging to a third party.

8.2. Where the Merchant integrates the RHB Pay Payment Gateway Services through a Third-Party Platform (such as EasyStore, WooCommerce, or OpenCart), the Merchant acknowledges that (a) the availability and functionality of such integration depends on the Third-Party Platform provider; (b) RHB is not responsible for any errors, failures, or limitations of the Third-Party Platform; and (c) the Merchant shall comply with both RHB's integration requirements and the Third-Party Platform's applicable terms and conditions. RHB shall not be liable for any loss or

damage arising from the Merchant's use of or reliance on any Third-Party Platform, including any integration, data transmission, or processing carried out through such platform.

8.3. In using the RHB Pay Payment Gateway Services, the Merchant shall not: (a) decompile, reverse engineer, disassemble, or attempt to derive the source code of any component of the RHB Pay Platform; (b) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the RHB Pay Platform; (c) violate any applicable laws, rules, or regulations in connection with the Merchant's access or use of the RHB Pay Platform; (d) remove, alter, or obscure any proprietary notice posted by the Bank; or (e) use the RHB Pay Platform for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the RHB Pay Platform.

8.4 RHB shall be entitled to modify, update or enhance the RHB Pay Platform, including but not limited to RHB's technical specifications, integration requirements, regulatory requirement, from time to time, and the Merchant shall be responsible for ensuring continued compatibility of its systems with such changes at its own costs.

9. CONTENT OF RHB PAY PLATFORM

9.1. RHB will take reasonable measures to ensure the validity and accuracy of all information and material content in relation to RHB and RHB's products, services and RHB Pay Payment Gateway Services offered.

9.2. Notwithstanding the foregoing however, the products, services, information, Content and any material contained in the RHB Pay Platform or made available to the Merchant under or pursuant to the RHB Pay Payment Gateway Services are provided on an 'as is' and 'as available' basis without any representation and/or warranty of any kind whatsoever. As such access and/or use of the RHB Pay Platform and RHB Pay Payment Gateway Services are at the Merchant's sole risk and the Merchant will be solely responsible for the independent and/or professional evaluation and verification of the merchantability, fitness for any purpose, accuracy, quality, adequacy, timeliness and/or completeness of the products, services, information and/or Content prior to making any decisions based on any such products, services, information and/or Content.

9.3. RHB may from time to time and without prior notice to the Merchant, vary, modify, delete or otherwise amend the Content, including without limitation the RHB Pay Payment Gateway Services.

9.4. Any processing and safekeeping of all information related to the Merchant shall be in accordance with the RHB Privacy Policy and Privacy Notice as stated at RHB's website (as may be amended from time to time) and applicable laws and regulatory requirements.

10. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

10.1. RHB (or its designee) owns absolutely and hereby asserts whether now or in the future all registered and unregistered intellectual property or proprietary rights (including trademarks, copyright, moral rights, patent and design rights) in the RHB Pay Payment Gateway Services, the Content, and the RHB Pay Platform and any other legal and beneficial rights and interests of whatever nature related thereto conferred under the laws of Malaysia and all the countries in the world for the full period thereof, together with any renewals and extensions thereof.

10.2. Nothing herein shall be deemed to grant any express or implied license (or other right) to the Merchant to use, reproduce, copy or otherwise deal with any one or more of the intellectual property or proprietary rights identified in Clause 10.1. The RHB Pay Payment Gateway Services and the rights granted to the Merchant under these Terms and Conditions are made available to the Merchant strictly for the Merchant's authorized business use. Any rights not expressly granted under these Terms and Conditions are entirely and exclusively reserved to and by RHB.

10.3. The Merchant shall not itself or through any third party commit or attempt to commit any infringing acts, including but not limited to framing, unauthorized linking, spamming, metatagging, and/or spidering. Any breach of this Clause shall entitle RHB to suspend or terminate the Merchant's access to the RHB Pay Payment Gateway Services without prejudice to any other rights or remedies available to RHB.

11. REPRESENTATIONS AND WARRANTIES

11.1. The Merchant represents and warrants to RHB that:-

11.1.1. These Terms and Conditions are duly authorized and constitute a legal, valid and binding obligation on the Merchant;

11.1.2. The Merchant and the persons applying for the (a) execution and performance of these Terms and Conditions; (b) access and/or use of the RHB Pay Payment Gateway Services; and (c) issuance of any Instructions; on the Merchant's behalf have taken all necessary corporate and other relevant action required by the Merchant's constitution to authorize the execution and performance of these Terms and Conditions;

11.1.3. The Merchant's execution and performance of these Terms and Conditions, access and/or use of the RHB Pay Payment Gateway Services and the issuance of Instructions will not exceed the power granted to the Merchant or the persons acting on its behalf or violate any provisions of any law, regulation or other order, notices, guidelines or decree of any governmental authority, agency or court to which the Merchant is subject, or the Memorandum and Articles of Association of the Merchant or such other constituent document of the Merchant;

11.1.4. The Merchant holds all necessary licenses, permits, and authorizations required to conduct its business and to accept electronic payments for the goods and/or services it offers; and

11.1.5. The Merchant shall at all times comply with all applicable laws, regulations, and Payment Channel rules, including but not limited to PCI DSS requirements, anti-money laundering regulations, anti-bribery and corruption regulations, data protection laws and Bank Negara Malaysia guidelines.

11.2. The Merchant represents and warrants to RHB that prior to the issuance of the Identifiers to the Users, the Users have been previously briefed and instructed as to the operation of the RHB Pay Payment Gateway Services, the role of their individual respective Identifiers, how to submit Instructions, and the security measures necessary to protect their individual respective Identifiers and the Merchant shall remain fully responsible for all acts and omissions of such Users.

11.3. Except as otherwise specifically provided herein, RHB makes no representations or warranties in respect of:-

11.3.1. The RHB Pay Payment Gateway Services, the RHB Pay Platform and/or the Identifiers, whether it be with respect to the availability of the individual services, the security of Instructions submitted thereon, the uninterrupted access thereto, nor any other implied warranty including those of merchantability and fitness for a particular purpose;

11.3.2. The currency, accuracy, availability or uninterrupted feed of the content or information made available as part of the RHB Pay Payment Gateway Services; and

11.3.3. Whether or not the Merchant's applications and Instructions made under the RHB Pay Payment Gateway Services will be granted by RHB at all, or the conditions on which any approval is granted.

11.4. The RHB Pay Payment Gateway Services are provided on an 'as is' and 'as available' basis without warranties of any kind, either expressed or implied, statutory or otherwise.

11.5 The Merchant acknowledges that it has not relied on any representation, warranty, statement, or assurance not expressly set out in these Terms and Conditions.

12. LIABILITY AND INDEMNITY OF THE MERCHANT

12.1. Without prejudice to and in addition to RHB's rights and remedies under its Standard Terms, the Merchant shall be liable to RHB for any losses or damages, whether direct or indirect, exemplary, consequential, incidental, punitive, special losses or damages, or loss of income, profits or goodwill (including those of any third parties) howsoever arising under the Account(s) or otherwise borne by RHB from or in connection with any Instruction (or series or part thereof) received or conducted under the RHB Pay Payment Gateway Services accorded to the Merchant or any breach by the Merchant of the terms and conditions of these Terms and Conditions.

12.2. Without prejudice to and in addition to Clause 12.1 above, in consideration of RHB allowing the Merchant access and/or use of the RHB Pay Payment Gateway Services, the Merchant shall be liable for, and shall fully indemnify, protect, defend and hold RHB, its related companies, officers, employees, subcontractors, and/or agents thereof (collectively, the 'Indemnities') harmless against and to reimburse them for any and all demands, claims, actions, proceedings, losses, damages, costs, expenses (including legal fees and expenses on a solicitor and client basis) and other liabilities made and/or instituted against, suffered and/or incurred by any or all of the Indemnities howsoever caused arising directly or indirectly from:-

12.2.1. the Merchant's fraudulent, negligent, mistaken and/or willful acts, errors and/or omissions;

12.2.2. the Merchant's non-compliance or breach of any of its obligations, stipulations, covenants, undertakings and/or warranties hereunder;

12.2.3. the Merchant's provision of inaccurate, incomplete, misleading, erroneous and/or fraudulent information and/or instructions to RHB;

12.2.4. the corruption or infection by virus or otherwise or the interruption to or breakdown of the RHB Pay Platform and/or third party systems directly or indirectly attributable to the Merchant;

12.2.5. the enforcement of RHB's rights hereunder as a result of the Merchant's breach of any of its obligations in these Terms and Conditions;

12.2.6. the Merchant's or the User's failure to strictly observe the security obligations under Clause 5 hereof;

12.2.7. any action arising from the Merchant's infringement or misuse of a trademark, or copyright, or other intellectual proprietary right of a third party;

12.2.8. any Chargebacks, disputes, or claims raised by Payers in connection with Transactions processed through the RHB Pay Payment Gateway;

12.2.9. use of the RHB Pay Payment Gateway Services for any illegal or unlawful purpose;

12.2.10. any third party claims, demands, actions or proceedings brought against RHB as a result of any Instruction(s) effected by RHB; and

12.2.11. the Merchant's or the User's use, misuse and/or access of the RHB Pay Payment Gateway Services (in whole or in part).

12.3. Without prejudice to the generality of the foregoing, the Merchant agrees that RHB may at its sole discretion, at any time and from time to time, set-off any money belonging to the Merchant or to debit against the Merchant in any account (whether in debit or credit) which the Merchant

may now or hereafter have with RHB or any of RHB's branches in Malaysia or elsewhere, any sum or sums of money for which the Merchant may be liable to RHB hereunder.

13. EXCLUSION OF LIABILITY

13.1. In no event shall RHB be liable to the Merchant or any third party for any losses or damages, whether direct or indirect, exemplary, consequential, incidental, punitive, special losses or damages, or loss of income, profits or goodwill (including those of any third parties) howsoever arising, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising from or in connection with RHB's provision or the Merchant's access and/or use of the RHB Pay Payment Gateway Services, or any other materials, resources or services provided under these Terms and Conditions, even if RHB has been advised of the possibility of such loss or damage in advance and all such damages are expressly excluded. Without limiting the generality of the foregoing, RHB shall not be liable for any loss or damage arising from the following events:

13.1.1. the invalidity, incorrectness, inaccuracy or incompleteness of any Instructions or information (whether authorized or not);

13.1.2. any delay or failure to act on any Instruction, data or documentation for any reason whatsoever;

13.1.3. any delay or failure to execute any Instruction to stop processing a Transaction or otherwise to stop any payment or transfer;

13.1.4. any corruption, destruction, alteration, loss of or error in the Instructions in the course of transmission to RHB via the RHB Pay Platform;

13.1.5. any delay or failure in the transmission of the Instructions to RHB;

13.1.6. the Merchant's failure or delay to access and/or use any part of the RHB Pay Payment Gateway Services for any reason whatsoever, including where such failure or delay is caused by a third party;

13.1.7. systems failures, processing errors, software defects, operation mistakes, hardware breakdowns, capacity inadequacies, network vulnerabilities, control weaknesses, security shortcomings, malicious attacks, hacking incidents, fraudulent actions and inadequate recovery capabilities;

13.1.8. any Transaction(s) having been duly processed by RHB notwithstanding RHB's receipt of the Merchant's request to invalidate and/or cancel such Transaction;

13.1.9. RHB's act, omission, error, delay and/or negligence in relation to the RHB Pay Payment Gateway Services, RHB Pay Platform, Account(s) and all other matters related thereto;

13.1.10. any unavailability of any Payment Channel or downstream payment network, including but not limited to FPX, DuitNow, card schemes, or e-wallet providers;

13.1.11. any malfunction in any or all of the Identifiers;

13.1.12. where any integration is required with third party system providers or Third-Party Platforms, for any loss or damage in relation to any error or default of any third party system integration as subscribed by the Merchant including but not limited to any error or default on the part of the third party or error or default in connectivity or data accuracy, completeness or authenticity; and

13.1.13. any failure, delay or shortcoming by any third party howsoever caused.

13.2. Unless otherwise expressly agreed by RHB in writing, RHB does not assume any advisory, fiduciary or similar or other duties to the Merchant. RHB assumes, and relies on the assumption that the Merchant has taken the necessary independent legal, tax, financial and other advice in relation to the RHB Pay Payment Gateway Services.

14. NON DISCLOSURE

14.1. Subject to Clause 14.2, RHB will treat information relating to the Merchant, User and the Merchant's use of the RHB Pay Payment Gateway Services that are disclosed to RHB under these Terms and Conditions, including without limitation relating to the affairs, records and Accounts ('Information'), as confidential to the extent required under the Financial Services Act 2013 and/or Islamic Financial Services Act 2013. Notwithstanding this, the Merchant hereby authorizes RHB its officials, employees, agents or any other persons who by reason of their capacity or office have access to RHB's records, correspondence or any material relating to the Merchant, for the term of these Terms and Conditions and thereafter, for an unlimited time, to transfer and disclose the Information:

14.1.1. To any person or organization providing electronic or other services to RHB whether in Malaysia or elsewhere, for the purpose of providing, updating, maintaining, integrating and upgrading any of the specific services under the RHB Pay Payment Gateway Services;

14.1.2. To any person or organization whether in Malaysia or elsewhere which is engaged by RHB for the purpose of performing or in connection with the performance of the RHB Pay Payment Gateway Services or operational functions of RHB where such services or operational functions have been outsourced;

14.1.3. To the police or any public officer conducting an investigation;

14.1.4. To Bank Negara Malaysia, credit card companies, Payment Channel operators, and financial institutions in connection with enquiries or to verify the standing of the Merchant;

14.1.5. To RHB's related and associated companies wherever situated;

14.1.6. To other banks, financial institutions, credit bureau or credit reference agents;

14.1.7. In any judicial proceedings or other proceedings to which RHB is a party;

14.1.8. To RHB's agents for the purpose of printing statements, advice, correspondences or any other documents;

14.1.9. To Biro Maklumat Cek, Bank Negara Malaysia and such other government and/or regulatory authorities as may be required by any law, legal process or otherwise; and

14.1.10. To any third party nominated by RHB in the event RHB undergoes a change in management or ownership.

14.2. The Merchant agrees and consents to RHB to obtain credit information or any information for the purpose of processing any application, annual review or other purposes related to the RHB Pay Payment Gateway Services from any registered Credit Reporting Agencies as defined under the Credit Reporting Agencies Act 2010.

14.3 The Merchant acknowledges that, in connection with its use of the RHB Pay Payment Gateway Services, it may have access to or process information relating to customers, transactions, or payment data (“Customer Information”). The Merchant shall:

a) implement and maintain reasonable and appropriate technical and organisational security measures to safeguard such Customer Information against unauthorised access, disclosure, misuse, loss or alteration by whatever means in accordance with applicable laws and industry standards;

b) ensure that access to Customer Information is restricted to its personnel on a need-to-know basis for the purposes of performing its obligations under these Terms and Conditions;

c) ensure that its personnel are informed of, understand and undertake to comply with the confidentiality obligations including its prohibition on disclosure by whatever means relating to Customer Information to any person for any purpose other than that which is specified in the terms & conditions, permitted under the written law or approved by BNM, as the case may be (including after the end of the contract term);

d) investigate any customer information breach to determine when and how the breach occurred;

e) notify RHB within 24 hours upon becoming aware of any actual or suspected unauthorised access, disclosure or breach involving Customer Information; and

f) comply with all applicable laws, regulatory requirements, and Payment Channel rules relating to the protection and handling of Customer Information.

g) ensure the adequacy and effectiveness of its policies and procedures to protect RHB's Customer Information;

h) conduct robust vetting on its personnel who handles Customer Information;

i) destroy or return all customer information to RHB upon the expiry or termination of the Merchant's service with RHB; and

j) allow RHB to audit or inspect how Customer Information is safeguarded.

15. TERM AND TERMINATION

Term

15.1. These Terms and Conditions shall be effective from the date of execution of this Agreement and shall continue in force for an initial term of one (1) year ('Initial Term'). This Agreement will automatically renew for successive periods of one (1) year ('Renewal Term') unless and until either party gives to the other party thirty (30) calendar days written notice prior to the expiration of the Initial Term or any Renewal Term, not to renew this Agreement. This Agreement is subject to termination in accordance with this Agreement.

Events of Termination

15.2. Without prejudice to either party's rights and remedies, this Agreement may be terminated under the following circumstances:

(i) By either party in writing in the event that the other party commits any breach of, or fails to perform any obligation under this Agreement and such breach or failure, if capable of remedy, is not remedied within thirty (30) calendar days after receiving written notice of such default;

(ii) By either party upon giving written notice to the other party upon the occurrence of insolvency, winding-up, liquidation, judicial management, or similar proceeding;

(iii) By RHB by giving the Merchant thirty (30) calendar days' notice in writing in the event the Merchant fails or delays to settle in full any payments due and owing to RHB;

(iv) By RHB by giving the Merchant written notice pursuant to any directions or orders of Bank Negara Malaysia or any other regulatory authority;

(v) By either party by giving the other party prior written notice at any time it is or becomes unlawful to perform or comply with any of its obligations under this Agreement;

(vi) By either party by giving the other party thirty (30) calendar days written notice to terminate this Agreement without cause; and

(vii) By the Merchant by giving RHB seven (7) Banking Days written notice to terminate this Agreement in the event the Merchant disagrees with any variation, modification, deletion or addition to the Terms and Conditions provided that the Merchant shall remain liable for all obligations accrued prior to termination, including any Chargebacks, fees, or liabilities arising thereafter.

(viii) by RHB by giving the Merchant prior written notice at any time if the Merchant engages in any unlawful activities or violates any applicable laws, policies or regulations (which includes on anti-money laundering and anti-terrorism financing and proceeds of unlawful activities) whether applicable to this Terms and Conditions or otherwise;

15.3. Notwithstanding any other provision herein, RHB may, at any time, with notice and without having to give any reason to the Merchant (and without incurring any liability), immediately limit, discontinue, cancel or suspend the operation of the RHB Pay Payment Gateway Services (or any part thereof) or the Merchant's right to access and/or use the RHB Pay Payment Gateway Services (or any part thereof) for any reason including without limitation force majeure, industrial action, etc, at RHB's sole and absolute discretion.

Consequences of Termination

15.4. Upon termination of the RHB Pay Payment Gateway Services, at RHB's sole discretion RHB may, (but shall not be obliged to) act upon any of the Merchant's Instructions received before

the effective date of termination and which have not been already implemented by RHB. Any and all rights and licenses granted to the Merchant hereunder shall cease with immediate effect. Within seven (7) calendar days from the effective date of termination, the Merchant shall cease all use of the APIs, remove all RHB Pay integration code and plugins from its systems, and return to RHB and/or destroy all Identifiers and records thereof at RHB's direction. RHB shall process any pending Settlements to which the Merchant is entitled, subject to any applicable deductions for Chargebacks, fees, or other amounts owed to RHB.

15.5. Termination, discontinuance or suspension by RHB of the RHB Pay Payment Gateway Services shall not entitle the Merchant to, and the Merchant hereby waives all rights to any claim or compensation against RHB for, any and all loss or damage suffered or incurred by the Merchant as a direct or indirect result of the act of termination or suspension..

15.5 The provisions of Clauses 3.3, 10, 12, 13, 14 and 15 any other clause hereof which is expressly or by implication intended to come into or continue in force on or after expiration or termination of these Terms and Conditions shall continue to survive and be of full effect after the expiration or early termination of these Terms and Conditions.

15.6 The Merchant acknowledges that termination shall not affect RHB's rights to process Chargebacks, refunds or adjustments arising from Transactions processed prior to termination, and the Merchant shall remain fully liable for the same.

16. EVIDENCE

16.1. RHB's records of all and any Instructions and other forms of communications by the Merchant during or pursuant to the access and/or use of the RHB Pay Payment Gateway Services in any form or medium whatsoever (including electronic information storage media, computer records of transaction logs, API logs, database records, copies of any communication, or any other form of information storage) shall be conclusive evidence thereof. Any and all communications transmitted through the RHB Pay Payment Gateway Services in accordance herewith shall be construed to be valid, accurate and authentic and shall have the same effect as a written and/or signed document.

16.2. The Merchant agrees that proof of any transmission of Instructions via the RHB Pay Platform shall not constitute proof of receipt thereof by RHB. It remains the Merchant's duty and obligation to check with RHB on the confirmed receipt of such instructions.

17. GOVERNING LAW AND JURISDICTION

17.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia. The parties hereto shall submit to the exclusive jurisdiction of the courts in Malaysia but RHB has the right to proceed against the Merchant in the courts of any other country where jurisdiction may be established.

17.2. Without in any way limiting or prejudicing the generality of this Clause 17 herein, the Merchant agrees that the relevant Bank Negara Malaysia guidelines, notices, directives and/or regulations in force from time to time govern the Merchant's access and/or use of the RHB Pay Payment Gateway Services and these Terms and Conditions and the Merchant agrees to comply with the foregoing.

18. NOTICES

18.1. Unless otherwise specifically provided under these Terms and Conditions or where otherwise notified by RHB to the Merchant from time to time, any and all notices to be given hereunder by the Merchant to RHB shall be in writing signed by the Merchant and sent to any RHB branches or via the contact channels designated by RHB.

18.2. RHB may give notice to the Merchant in any one of the following methods at RHB's sole discretion:-

18.2.1. By electronic mail to the Merchant's last known electronic mail address, which shall be effective and deemed received by the Merchant 24 hours after the electronic mail is sent;

18.2.2. By posting the notice or communication on the Merchant Portal, which shall be effective and deemed received by the Merchant on the date of posting;

18.2.3. By hand delivery, which shall be effective and deemed received by the Merchant upon written acknowledgement of receipt;

18.2.4. By ordinary or registered post, which shall be effective and deemed received by the Merchant three Banking Days after dispatch; or

18.2.5. By any other manner of notification at RHB's discretion from time to time.

19. FORCE MAJEURE

19.1. RHB shall not be liable to the Merchant for any failure or delay in the performance of any of its obligations herein to the extent that such performance is prevented or delayed by event(s) or circumstance(s) beyond the reasonable control of RHB, including but not limited to acts of God, viruses, worms, cancelbots and other contaminants, act of terrorism, fire, flood, riot, natural catastrophe, explosion, industrial dispute or disturbance, war, any government action, failure or interruption to telephone connectivity, network connectivity, network environment, electrical or power supply, interruption or failure of the RHB Pay Platform and/or RHB's computer systems (whether by virus, by breakdown of a third party system upon which the same may be dependent, or such other reason beyond RHB's control).

20. MISCELLANEOUS

20.1. These Terms and Conditions shall be binding upon and enure to the benefit of the successors-in-title and assigns of the respective parties.

20.2. The Merchant shall not assign any of its rights, benefits, obligations or liabilities under these Terms and Conditions to any other party without the prior written consent of RHB first had and obtained. RHB shall be entitled to assign the whole or a part of these Terms and Conditions to any third party without obtaining the Merchant's consent and RHB shall give the Merchant written notice of such assignment.

20.3. If any provision of these Terms and Conditions (or part thereof) is held to be unenforceable, illegal or invalid under present or future laws or regulations effective and applicable during the term of these Terms and Conditions, such provision (or part thereof) shall be fully severable and these Terms and Conditions shall be construed as if such unenforceable, illegal or invalid provision had never comprised a part of these Terms and Conditions and the remaining provisions of these Terms and Conditions shall remain in full force and effect.

20.4. RHB reserves the right at all times to vary, modify, delete or add to these Terms and Conditions by giving the Merchant prior notice and the Merchant shall be bound by such variations, modifications, deletions or additions upon the date specified by RHB in such notice. In the event

the Merchant is not agreeable to such variation, modification, deletion or addition to these Terms and Conditions, the Merchant may terminate these Terms and Conditions in accordance with Clause 15. The Merchant's continued access and/or use of the RHB Pay Payment Gateway Services to which the variation, modification, deletion or addition relates shall be deemed as the Merchant's agreement and binding acceptance of the same.

20.5. Failure or delay by either party to insist in any instance on strict conformance by the other to any term of these Terms and Conditions or failure or delay by either party to act in the event of a breach shall not be construed as a consent to or waiver of any subsequent breach. A waiver is only effective if it is made in writing.

20.6. The Merchant acknowledges and agrees that RHB may subcontract to third parties (including RHB's subsidiaries or related companies), the provision of the RHB Pay Payment Gateway Services (or any part thereof) and any matters relating thereto. RHB will remain responsible for the obligations performed by any of its subcontractors to the same extent as if such obligations were performed by RHB's employees.

21. PERSONAL DATA PROTECTION ACT

21.1. The Merchant consents to and authorizes the RHB Banking Group (which shall include its holding company, its subsidiaries and associated companies), its respective directors, officers, employees and agents to process, disclose, retain, share and/or verify information or documents pertaining to the Merchant's affairs, account(s), directors and/or substantial shareholders and/or partners, to and/or with the following parties including without limitation:

(i) Any companies within the RHB Banking Group, whether within or outside Malaysia for any purpose including, without limitation, cross-selling, marketing and promotions of products and/or services of the RHB Banking Group;

(ii) Any authorities/regulators/parties as may be authorized by law or regulations to obtain such information or by court of law;

(iii) Any party(ies) providing security for purposes of facility(ies) granted to the Merchant; agents of the RHB Banking Group, including without limitation, vendors, merchants and/or third party service providers in connection with any products and/or services being provided by the RHB Banking Group;

(iv) Auditors, legal counsels and/or other professional advisers in relation to the provision of services by the RHB Banking Group;

(v) Credit bureaus and/or credit reporting agencies, fraud prevention agencies, debt collection agencies and industry/financial related associations; and

(vi) Any potential assignee or other person proposing to enter into any contractual arrangement which requires the disclosure of such information.

22. Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLA")

22.1. The Merchant hereby represents, warrants and undertakes that the Merchant:

(i) has not engaged, and shall not at any time engage, directly or indirectly, in a transaction that involves proceeds of an unlawful activity or instrumentalities of an offence;

(ii) has not acquired, received, possessed, disguised, transferred, converted, exchanged, carried, disposed of or used, and shall not at any time acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose of or use, proceeds of an unlawful activity or instrumentalities of an offence;

(iii) has not removed from or brought into Malaysia, and shall not at any time remove from or bring into Malaysia, proceeds of an unlawful activity or instrumentalities of an offence;

(iv) has not concealed, disguised or impeded, and shall not at any time conceal, disguise or impede, the establishment of the true nature, origin, location, movement, disposition, title of, rights with respect to, or ownership of, proceeds of an unlawful activity or instrumentalities of an offence;

(v) will at all times comply with the Regulatory Requirements at Section 22.3;

(vi) will be fully liable if found to have contravened the Regulatory Requirements causing legal repercussion to RHB due to actions of the Merchant; and

(vii) understands that any breach(es) due to AMLA and sanction requirements are non-negotiable.

22.2. For the purpose of this Clause, the following are the definitions:

"instrumentalities of an offence" means:

a) anything which is used in, or in connection with, the commission of any unlawful activity; or
b) any property which is wholly or partly used in, or in connection with, the commission of any unlawful activity,

whether the thing or property is situated within or outside Malaysia.

"proceeds of an unlawful activity" means any property, or any economic advantage or economic gain from such property, within or outside Malaysia:

a) which is wholly or partly:

   (i) derived or obtained, directly or indirectly, by any person from any unlawful activity;
   (ii) derived or obtained from a disposal or other dealings with the property referred to in subparagraph (i); or
   (iii) acquired using the property derived or obtained by any person through any disposal or other dealings referred to in subparagraph (i) or (ii); or

b) which, wholly or partly, due to any circumstances such as its nature, value, location or place of discovery, or to the time, manner or place of its acquisition, or the person from whom it was acquired, or its proximity to other property referred to in subparagraph (a)(i), (ii) or (iii), can be reasonably believed to be property falling within the scope of subparagraph (a) (i), (ii) or (iii);

"property" means:

a) assets of every kind, whether corporeal or incorporeal, moveable or immovable, tangible or intangible, however acquired; or

b) legal documents or instruments in any form, including electronic or digital, evidencing title to, or interest in, such assets, including currency, bank credits, deposits and other financial resources, traveller's cheques, bank cheques, money orders, capital market products, drafts and letters of credit,

whether situated within or outside Malaysia, and includes a legal or equitable interest, whether full or partial, in any such property;

"unlawful activity" means:

a) any activity which constitutes any serious offence or any foreign serious offence; or
b) any activity which is of such a nature, or occurs in such circumstances, that it results in or leads to the commission of any serious offence or any foreign serious offence,

regardless whether such activity, wholly or partly, takes place within or outside Malaysia;

"serious offence" means:

a) any of the offences specified in the Second Schedule of AMLA;
b) an attempt to commit any of those offences; or
c) the abetment of any of those offences;

"transaction" includes an arrangement to open an account involving two or more persons and any related transaction between any of the persons concerned and another.

22.3. The Merchant acknowledges and agrees that:

a) RHB is obliged to comply with all applicable laws, regulations, directives, policy documents, guidelines, practice directions, sanctions, industry standards and practices and other requirements, including without limitation the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, the Strategic Trade Act 2010, Financial Services Act 2013 (and any subsequent amendments thereto), to which RHB as a licensed financial institution may from time to time be subject to in Malaysia (collectively, "Regulatory Requirements");

b) RHB shall be entitled to do or refrain from doing any act or thing, for compliance with the Regulatory Requirements;

c) if RHB is of the opinion that any event or circumstance (whether related or not), which would make it unlawful or illegal for RHB to approve/execute the RHB Pay Payment Gateway Services transaction has occurred or arisen, or the approval/execution of the RHB Pay Payment Gateway Services transaction would contravene any of the Regulatory Requirements (in whole or in part), including without limitation RHB's receipt of any alert or positive name match from the relevant checks conducted on the Merchant and any related third party involved in the underlying transaction(s) (including without limitation the vendor/ developer/ promoter/ agent/ trustee/ supplier who are involved in the provision of Services) by RHB pursuant to the Regulatory Requirements, then, notwithstanding anything to contrary contained in this Terms and Conditions, RHB shall, at any time by giving not less than seven (7) Banking Days written notice or such shorter period as required or permitted by such Regulatory Requirements, be entitled to:-
   i. suspend the RHB Pay Payment Gateway Services, and do all such acts and things as may be necessary to comply with the Regulatory Requirements; and/ or
   ii. cancel the RHB Pay Payment Gateway Services and terminate its relationship with the Merchant, and do all such acts and things as may be necessary to comply with the Regulatory Requirements.

d) if the RHB Pay Payment Gateway Services is cancelled/ terminated by RHB pursuant to their compliance to Regulatory Requirements:
   i. no utilisation or further utilisation of the services under the Terms and Conditions shall be made allowed; and
   ii. RHB shall be entitled to exercise all or any of its rights and remedies available to it under the Terms and Conditions, the applicable laws or otherwise;

e) it shall provide all such documents and information as RHB may require (at all times during the term of the RHB Pay Payment Gateway Services) for the purposes of complying with the Regulatory Requirements;

RHB shall be entitled to stop all services to be performed and received under the RHB Pay Payment Gateway Services, until such further notice (revocation order) is received from the said enforcement agency or the cease of the order (whichever the first); or unless there is a variation order.

23. Anti-Bribery and Anti-Corruption

23.1. The Merchant represents and warrants that it shall comply with all applicable anti-bribery and anti-corruption laws and regulations, including but not limited to the Malaysian Anti-Corruption Commission Act 2009, and shall ensure such compliance by its directors, employees, agents and any person acting on its behalf.

23.2. The Merchant further undertakes that it shall not, directly or indirectly, offer, promise, give, solicit or receive any bribe or other improper advantage in connection with this Terms and Conditions, and shall maintain adequate policies and procedures designed to prevent bribery and corruption.

23.3 The Merchant shall promptly notify the other upon becoming aware of any actual or suspected breach of this Clause and shall provide such information and assistance as reasonably required in connection with any investigation.

23.4 Without prejudice to any other rights or remedies, RHB may, upon written notice, suspend or terminate the Merchant's access to the RHB Pay Payment Gateway Services if RHB reasonably believes that the Merchant is in breach of this Clause or where such suspension or termination is necessary to comply with applicable laws, regulatory requirements, or to mitigate legal or reputational risk.

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