

## TERMS AND CONDITIONS

### FOR MERCHANTS SUBSCRIBING TO THE SERVICES OF PAYHALAL

Welcome to PayHalal.

The terms and conditions (“**T&C**”) set out below is a contract between the Merchant and PayHalal and it governs any merchant (who has the legal capacity to enter into contract under the Malaysian law) or authorised person/corporate representatives of a registered company subscribing to the Services (“**Merchant**”) use of the Merchant Account on PayHalal’s platform. Merchants are advised to read the T&C carefully before agreeing to this T&C as it affects their rights and liabilities under the Malaysian law.

Enclosed below are the T&C.

#### 1. DEFINITIONS

- 1.1 "**Confidential Information**" means any confidential, trade secret or proprietary information (which may be business, financial or technical information) disclosed by one party to the other under this T&C that is marked confidential or if disclosed orally designated as confidential at the time of disclosure or that should be reasonably understood to be confidential. All source code and the terms of this T&C will be considered Confidential Information.
- 1.2 "**Financial Institution**" means banks or financial institutions having business relationships with one or more Financial Processors that have agreed to evaluate and provide Merchant Accounts and payment authorization services to merchants.
- 1.3 "**Financial Processor**" means an entity with which PayHalal has established a relationship that performs the back-end authorization and processing of Transactions between the Merchant's Financial Institution and any third party’s financial institution.
- 1.4 "**Merchant Account**" means PayHalal's online account management tools for Merchant to use the Services.
- 1.5 "**PDPA 2010**" means the Personal Data Protection Act 2010 and includes all amendments in relation to it.
- 1.6 "**PayHalal Intellectual Property Rights**" means all right, title and interest in and to all, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) trade secrets, proprietary information, and know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software and (vi) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the Services identified herein.
- 1.7 "**Services**" means all the services provided by PayHalal to be used by Merchant and includes access to additional PayHalal services.
- 1.8 "**Software**" means the object code version of PayHalal’s client Software Development Kit, HTML code, application programming interfaces (APIs), related documentation and other client software or code which PayHalal provides to Merchant, including updates, to enable

PayHalal to provide Services to Merchant. Unless otherwise specified, Software shall not include any source code. The Software is proprietary to PayHalal and is licensed to Merchant under a separate Software Development Kit license agreement at the time of download.

- 1.9 **"Transaction"** means the recorded information related to the purchase of goods and services from Merchant by a third party. Specifically, a transaction is an authorization, delayed capture, sale, cancelled, voice authorization or credit data transmission between PayHalal and its back end processors.
- 1.10 **"Website"** shall mean the PayHalal's Website accessible at [www.PayHalal.my](http://www.PayHalal.my) or as amended from time to time.

## **2. MERCHANT ACCOUNT**

- 2.1 By subscribing to the Services, Merchant agrees to establish the Merchant Account with PayHalal for such Services.
- 2.2 This T&C applies when Merchant uses its Merchant Account or permit / authorize someone else to use its Merchant Account to subscribe to the Services. The T&C also applies even in the event PayHalal were not notified of such permission or authorization.
- 2.3 Merchant agrees that its administrative contact is fully authorized to act on behalf of Merchant with respect to the Services, including the authority to terminate, transfer (where transfer is permitted by this T&C), or modify the Services with the consent of PayHalal, or purchase additional Services.

## **3. MERCHANT'S OBLIGATION**

- 3.1 Merchant shall be solely responsible for:
- (1) Establishing, hosting and maintenance of the Merchant Account and its connection to the Merchant's website;
  - (2) Fulfilling all orders for products and services sold by Merchant to its third party users on the Merchant's website. This includes transmitting Merchant's registration information and Transaction data to PayHalal servers and ensuring that any data stored or transmitted by Merchant in conjunction with the Services and for enrollment for the Services is accurate, complete and in the form as requested by PayHalal, is securely collected and is not corrupted due to Merchant's systems;
  - (3) Reviewing the Transactions in its account on a regular basis and notifying PayHalal promptly of suspected unauthorized activity through its Merchant Account;
  - (4) Establishing and maintaining a commercial banking relationship with one or more Financial Institution(s). The terms of such relationship shall be determined between Merchant and the Financial Institution;
  - (5) Keeping its login name and password to the Merchant Account confidential at all times. Merchant shall notify PayHalal immediately upon learning of any unauthorized use of its user name or password.

In relation to password of the Merchant Account, Merchant shall be solely responsible for:

- (i) updating its passwords for access to the Services periodically, and
  - (ii) creating passwords that are reasonably "strong" in accordance with PayHalal's requirements. (For your information, a "strong" password is at least six characters long, does not contain all or part of the users account name, and contains at least three of the four following categories of characters: uppercase characters, lowercase characters, base 10 digits, and symbols found on the keyboard (such as !, @, #). Strong passwords should be generated in such a way that knowledge of one does not lead to knowledge of another);
- (6) Ensuring that the goods and services sold are not prohibited under any Shariah principles or under the laws of Malaysia;
  - (7) Maintaining commercially reasonable business practices in conjunction with use of the Services, collecting, storing and transmitting its customer data in a secure manner and protecting the privacy of its customer data. Merchant shall comply with PayHalal's requests for reasonable action on Merchant's part, to the extent necessary, to maintain security and integrity of the Services;
  - (8) Updating to the most current software version and security updates and patches necessary to properly operate the Services and keeping all Merchant enrollment and payment information current and updated on the Merchant Account; and

3.2 Merchant agrees, and hereby represents and warrants that Merchant shall:

- (1) use the Services in accordance with the applicable user guides; and
- (2) not use or permit others to use information obtained through the use of the Services for any purpose other than in conjunction with the Services and in a manner described in this T&C.

3.3 Except as otherwise set forth herein, all PayHalal Intellectual Property Rights are owned by PayHalal or its licensors. Therefore:

- (1) Merchant agrees to make no claim of interest in or ownership of any such PayHalal Intellectual Property Rights.
- (2) Merchant acknowledge that no title to the PayHalal Intellectual Property Rights is transferred to Merchant, and that Merchant do not obtain any rights, express or implied, in PayHalal or its licensors' service, other than the rights expressly granted in this T&C. To the extent that Merchant create any Derivative Work (any work that is based upon one or more pre-existing versions of a work provided to Merchant, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such pre-existing works may be recast, transformed or adapted) such Derivative Work shall be owned by PayHalal and all existing and future copyright and other right, title and interest in and to each such Derivative Work, are assigned to, and shall automatically vest in, PayHalal.
- (3) PayHalal shall have no obligation to grant you any right in any such Derivative Work.

- (4) Merchant shall not disassemble, decompile, decrypt, extract, reverse engineer, prepare a derivative work based upon, distribute, or time share the Services or any components thereof, or otherwise apply any procedure or process to the Services or components thereof in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings or any algorithm, data, process, procedure or other information contained therein.
- (5) Merchant shall not rent, sell, resell, lease, sublicense, loan or otherwise transfer the Services or components thereof.

#### **4. PAYHALAL'S OBLIGATIONS**

##### 4.1 PayHalal agrees to:

- (1) provide to Merchant the Services for which Merchant enrolls and pays the applicable fees, including without limitation the transmission of Transaction information to Financial Processors, and
- (2) provide Merchant with access to standardized reports regarding Merchant's Transactions processed using the Services and certain reporting tools to assist Merchant in accounting activities.
- (3) grants to Merchant the right to access and use the Services in accordance with this T&C.

##### 4.2 PayHalal is not bound by nor should Merchant rely on any representation by:

- (1) any agent, representative or employee of any third party that Merchant may use to apply for the Services; or
- (2) in any information posted on PayHalal's website which is of a general informational nature. For example, rates calculated for each transaction will depend on the type of transaction, currency accepted by PayHalal, and the method of payment.
- (3) For the avoidance of doubt, no employee, contractor, agent or representative of PayHalal is authorized to alter or amend this T&C unless such change is done in accordance to this T&C.

##### 4.3 With regards to amendments and updates of the T&C:

- (1) PayHalal may amend and update the T&C (which includes modifying the Services fees or payment terms and to change part of the Services) at any time by posting a revised version on PayHalal's website or upon electronic or written notification to Merchant.
- (2) Such amendment will be binding and effective 30 days after PayHalal had posted it on PayHalal's website or upon notification sent to Merchant.
- (3) In the event any Merchant do not agree to the amendments, such Merchant may terminate its relationship with PayHalal by providing PayHalal with notice as set forth in this T&C. Notice of such termination will be effective upon PayHalal's process of the said termination. Any fees already paid by Merchant are non-

refundable. Merchant acknowledges that there may be additional charges upon termination and agrees to such charges.

- (4) Merchant agree to periodically review PayHalal's website for the current version of this T&C.
- (5) By continuing to use PayHalal after any revision to this T&C or any revision in Services, Merchant is deemed to agree to the revised T&C.

#### 4.4 With regards to secure transactions:

- (1) PayHalal has implemented and shall maintain security systems for the transmission of Merchant's Transactions, consisting of encryption and firewall technologies that are understood in the industry to provide adequate security for the transmission of such information or Transaction over the internet.
- (2) PayHalal does not guarantee the security of the Services or Transaction data.
- (3) PayHalal shall not be responsible in the event of any infiltration of its security systems provided that PayHalal has used commercially reasonable efforts to prevent any such infiltration.
- (4) Merchant further acknowledges and agrees that Merchant, and not PayHalal, is responsible for the security of Transaction data or information or any other information stored on Merchant's servers.
- (5) PayHalal shall not be responsible for any third party's servers.

4.4 PayHalal shall provide the technical support services to Merchant, specific to the support package selected by Merchant during enrollment. The standard technical support descriptions for the Services applicable to Merchant shall be posted at PayHalal's website.

## 5. **PRIVACY**

5.1 The PDPA 2010, which regulates the processing of personal data in commercial transactions, applies to PayHalal and for the purpose of this written / electronic notice, the terms "personal data" and "processing" shall have the meaning prescribed in the PDPA 2010.

5.2 This T&C serves as a written /electronic notice to inform Merchant that its personal data is being processed by or on behalf of PayHalal. By agreeing to this T&C, Merchant also agrees for PayHalal to use its personal data for the Purposes as described below.

5.3 The personal data processed by PayHalal may include your name\*, contact details\*, email address\*, username\* and password\*.

5.4 PayHalal will process Merchant's personal data, including any additional information Merchant may subsequently provide, for the following purposes ("**Purposes**"):

- (1) fulfilling PayHalal and Merchant's contractual obligations under the T&C;
- (2) to communicate with Merchant;
- (3) to analyse the sales or marketing data;

- (4) to manage Services including customer services and billing;
- (5) to conduct research to develop and improve the Services;
- (6) to conduct surveys to determine use and satisfaction with PayHalal;
- (7) to generate statistics in relation to PayHalal's website;
- (8) to promote and market special offers and other services to Merchant;
- (9) to provide Merchant with information on products, events or services that might be of interest to Merchant. Merchant may unsubscribe to this promotional notification accordingly;
- (10) to personalize the advertising and content in respect of PayHalal's website;
- (11) to facilitate data processing services by PayHalal;
- (12) any purpose which are related to any of the above purposes; and
- (13) any other purpose which PayHalal deems fit.

5.5 Merchant's personal data shall be collected from the information provided by Merchant to PayHalal on PayHalal's website.

5.6 Merchant may access and amend its personal data through the Merchant Account or by informing to PayHalal in writing. PayHalal may refuse to comply with Merchant's request for access or correction to its personal data under the PDPA 2010 and if PayHalal refuses to comply with such request, PayHalal will inform Merchant of its refusal and reason(s) for such refusal.

5.7 Merchant's personal data may be disclosed to related and/or associated companies of PayHalal, its licensees, business partners and/or service providers.

5.8 PayHalal's privacy statement for the Services shall be published on its website and is incorporated herein by reference. The privacy statement sets forth Merchant's and PayHalal's rights and responsibilities with regard to Merchant's personal information. Merchant agrees that PayHalal may in its sole discretion, modify its privacy statement. PayHalal will post such revised statement on its website. Merchant agrees to monitor PayHalal's website periodically to be notified of such revisions. By using PayHalal's Services after any modifications to the privacy statement, Merchant is deemed to have agreed to these modifications. Merchant acknowledges that if it does not agree to any such modification, Merchant may terminate the Services pursuant to the terms of this T&C.

5.9 Merchant acknowledges and agrees that in the course of using the Services, PayHalal will capture certain transaction and user information ("**Data**").

- (1) In relation to the above, Merchant agrees to the following:
  - (a) to provide PayHalal, and PayHalal shall capture, only the Data that is required by the Software and necessary for PayHalal to provide the Services; and
  - (b) to provide such notice and obtain such consent with regard to any third party personal data Merchant supplies to PayHalal in future. PayHalal shall not be responsible for any consequences resulting from Merchant's failure to provide notice or receive consent from such individuals nor for Merchant providing outdated, incomplete or inaccurate information.

- (2) Merchant represents and warrants that Merchant has provided notice to, and obtained consent from, third party individuals whose personal data Merchant supplied to PayHalal as part of the Services with regards to:
  - (a) the purposes for which such third party's personal data has been collected;
  - (b) the intended recipients or categories of recipients of the third party's personal data;
  - (c) which parts of the third party's data are obligatory and which parts, if any, are voluntary; and
  - (d) how the third party can access and, if necessary, rectify the data Merchant holds about them.
- (3) In relation to the above, PayHalal agrees to the following:
  - (a) to use the Data in its personally identifiable form only as necessary to complete the requested transaction which includes, among others:
    - (i) as necessary to perform the Services contemplated in this T&C (including distributing the Data to third parties providing services requested by Merchant);
    - (ii) to maintain the Data as long as necessary or as required by law and used internally for record keeping, internal reporting, and support purposes;
    - (iii) to compile and disclose Data in the aggregate where individual Merchant Data is not identifiable, including without limitation, calculating Merchant averages by region or industry; and
    - (iv) to provide the Data as required by law or court order, or to defend PayHalal's rights in a legal dispute.
  - (b) PayHalal shall not disclose the Data to third parties or use the Data, except in accordance to this T&C.

## **6. WARRANTY; DISCLAIMER**

### **6.1 PayHalal represents and warrants that:**

- (1) it has all requisite authority to enter into and carry out this T&C;
- (2) all corporate action on the part of PayHalal, its officers, board of directors and shareholders necessary for the performance of its obligations under this T&C have been obtained.

### **6.2 Except as expressly set forth above and to the extent permitted by applicable law:**

- (1) Payhalal and its licensors, as applicable, make no warranty of any kind, express, implied or statutory, regarding the Services or software, to the maximum extent permitted by law.

- (2) All such conditions and warranties, including without limitation the implied warranties of merchantability, fitness for particular purpose and non-infringement are hereby expressly disclaimed by Payhalal and its licensors, except any implied condition or warranty the exclusion of which would contravene any statute under Malaysian law or cause any part of this clause to be void ("**Non-Excludable Condition**").
- (3) Payhalal's liability to Merchant for breach of any Non-Excludable Condition is limited, at Payhalal's discretion, to refunding the price of the Services in respect of which the breach occurred or to providing those Services again.
- (4) Merchant acknowledges that neither Payhalal nor its licensors have represented or warranted that the Services will be uninterrupted, error free or without delay or without compromise of the security systems related to the Services or that all errors will be corrected.

6.4 Merchant represents and warrants that:

- (1) it has all requisite authority to enter into and carry out this T&C;
- (2) all corporate action on the part of Merchant, its officers, board of directors and shareholders necessary for the performance of its obligations under this T&C has been obtained;
- (3) This T&C constitutes a valid and legally binding obligation, enforceable against Merchant in accordance with the terms hereof;
- (4) if Merchant is a corporation, then it is a corporation in good standing in its jurisdiction of incorporation;
- (5) it has read and understood the entire T&C and agrees to be bound thereby, and it has been represented by counsel of its own choosing;
- (6) except as expressly set forth herein, no representations of any kind or character have been made to induce it to agree to this T&C;
- (7) It shall comply with all applicable privacy, consumer and other laws and regulations with respect to its:
  - (a) provision, use and disclosure of the Data;
  - (b) dealings with the users providing the Data; and
  - (c) use of the Services.

## 7. INDEMNIFICATION

7.1 For the avoidance of doubt, this section is subject to the terms of Section 8.

7.2 Either party will defend, indemnify, save and hold harmless the other party and its officers, directors, agents, affiliates, distributors, franchisees and employees of the other party from any and all third party claims, demands, liabilities, costs or expenses, including reasonable



legal fees, resulting from the indemnifying party's material breach of any duty, representation or warranty of this T&C.

7.3 A party's right to indemnification under this T&C ("**Indemnified Party**") is conditioned upon the following:

- (1) prompt written / electronic notice to the party obligated to provide indemnification ("**Indemnifying Party**") of any claim, action or demand for which indemnity is sought;
- (2) control of the investigation, preparation, defense and settlement thereof by the Indemnifying Party; and
- (3) such reasonable cooperation by the Indemnified Party, at the Indemnifying Party's request and expense, in the defense of the claim.
- (4) The Indemnified Party shall have the right to participate in the defense of a claim by the Indemnifying Party with counsel of the Indemnified Party's choice at the Indemnified Party's expense.
- (5) The Indemnifying Party shall not, without the prior written consent of the Indemnified Party, settle, compromise or consent to the entry of any judgment in court that makes any admissions in the Indemnified Party's name or imposes any liability upon the Indemnified Party.

## **8. LIMITATIONS ON LIABILITY**

8.1 Merchant acknowledges that PayHalal is not a financial or credit reporting institution.

8.2 PayHalal is responsible only for providing data transmission to effect or direct certain payment authorisations for Merchant and is not responsible for the results of any credit inquiry, the operation of websites of Internet Service Providers ("**ISP**") or Financial Institution or the availability or performance of the Internet, or for any damages or costs Merchant suffers or incurs as a result of any instructions given, actions taken or omissions made by Merchant, Merchant's financial processor(s), Merchant's Financial Institution or any ISP.

8.3 Payhalal's liability (including liability for negligence) arising out of this T&C shall not exceed the fees paid to Payhalal by Merchant hereunder during the twelve (12) month period immediately preceding the event which gave rise to the claim for damages.

8.4 In no event will Payhalal or its licensors have any liability (including liability for negligence) to Merchant or any other party for any lost opportunity or profits, costs of procurement of substitute goods or services, or for any indirect, incidental, consequential, punitive or special damages arising out of this T&C, under any cause of action or, and whether or not Payhalal has been advised of the possibility of such damage. Notwithstanding the above, the limitations set forth above shall be enforceable to the maximum extent permitted by applicable law.

8.5 PayHalal shall not be liable for loss of profits or any special, incidental, indirect, or consequential, or punitive damages (including without limitation damages for loss of data or loss of business) arising out of or in connection with its website, the Services, or this T&C (however arising, including negligence), to the extent prohibited by law.

8.6 In addition, to the extent permitted by applicable law, Merchant agree not to hold PayHalal (including related and/or associated company to PayHalal, and its (and their respective) officers, directors, agents, employees, and suppliers responsible and liable for any damages or losses (including loss of money, goodwill, reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:

- (1) Merchant use of or inability to use PayHalal's website or PayHalal Services;
- (2) delays or disruptions in the Website and PayHalal's Services;
- (3) viruses or other malicious software obtained by accessing PayHalal's website or Services or any website or service linked to PayHalal's website or PayHalal's Services;
- (4) glitches, bugs, errors, or inaccuracies of any kind in or on the website or PayHalal's Services or in the information and graphics obtained from them;
- (5) the content, actions, or inactions of third parties;
- (6) a suspension or other action taken with respect to Merchant Account;
- (7) any loss as a result of risks associated with online trading, including software and hardware failure latent defect, loss of data, delays, failure, errors, omissions, or losses of transmitted information or instructions, power outages, internet failure, hackers, denial of service (DoS) attacks, viruses, or other contaminating or destructive properties;
- (8) information sent over the internet may not be completely secure and the internet and related online systems may not function at all times. PayHalal is not responsible for any loss or damages Merchant may incur if a third party obtains access to Merchant's confidential information transmitted over the Internet;
- (9) Merchant's need to modify practices, content, or behavior, or its loss of or inability to do business as a result of changes to this T&C or PayHalal's policies.

8.7 PayHalal reserves the right to modify its policies and this T&C at any time. PayHalal will not be in breach of this T&C or otherwise liable for any loss suffered or incurred as a result of any delay in performance or any non-performance of any obligations under this T&C (and, where relevant, the time for performance will be extended accordingly) if and to the extent that the delay or non-performance is owing to Force Majeure or neglect, serious fault or willful misconduct on the part of Merchant including any failure to keep Merchant's password secure and any failure to comply with this T&C or associated policies.

## **9. TERM of T&C AND TERMINATION**

9.1 The effective date of this T&C will commence on either (whichever is the later):

- (1) the date Merchant accepts the terms of this T&C, or
- (2) the date that Merchant's account is activated for live Transactions;

and will continue for a period of THREE (3) years, unless terminated earlier or suspended according to the provisions of this T&C.

- 9.3 This T&C will thereafter automatically renew for successive twelve (12) month terms, unless either party gives the other party written or electronic notice, in accordance with the terms herein, of its intention not to renew this T&C, at least thirty (30) days prior to the end of the then-current term or renewal term if termination is by PayHalal.
- 9.4 Any renewal of Merchant's Services is subject to PayHalal's then-current terms and conditions, successful completion of any applicable authentication procedure, if any, and payment of all applicable service fees at the time of renewal. Additional payment terms may apply to the Services which Merchant purchases.
- 9.5 Either party hereto may, at its option, and without notice, terminate this T&C immediately, should the other party hereto:
- (1) admit in writing its inability to pay its debts generally as they become due;
  - (2) make a general assignment for the benefit of creditors;
  - (3) institute proceedings to be adjudicated a voluntary bankrupt, or consent to the filing of a petition of bankruptcy against it;
  - (4) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent;
  - (5) seek reorganisation under any bankruptcy act, or consent to the filing of a petition seeking such reorganisation; or
  - (6) have a decree entered against it by a court of competent jurisdiction appointing a receiver liquidate, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such party's property or providing for the liquidation of such party's property or business affairs.
- 9.6 Merchant may terminate this T&C upon prior written notice of 6 (six) months to PayHalal by notifying PayHalal's customer support electronically or in writing. Merchant shall be responsible for the payment of all fees due and payable through the effective date of termination. Termination requests for non-PayHalal third party services may not be made through PayHalal. Merchant must instead contact such third parties directly to cancel such services.
- 9.7 Notwithstanding the above sections on termination, PayHalal may suspend Merchant's access to the Services or terminate this T&C as follows:
- (1) Following ten (10) days prior electronic or written notice (such as an overdue invoice) if:
    - (a) Merchant breaches this T&C,
    - (b) perpetrates fraud,
    - (c) causes or fails to fix a security breach relating to the Services,
    - (d) fails to comply with PayHalal's best practices requirements for security management or to respond to any inquiry from PayHalal, concerning the accuracy or completeness of the information Merchant is required to provide pursuant to this T&C,

- (e) if PayHalal reasonably suspects fraudulent activity on Merchant's payment services account, (if such breach is not cured within such 10-day period),
  - (f) in the event that certain third party licenses or access to third party components of the Services are terminated, or
  - (g) non-payment of invoice; or
- (2) Immediately, without prior notice, if PayHalal reasonably believes Merchant's breach compromises the security of the Services in any material fashion, if fraudulent Transactions are being run on Merchant Account, or Merchant's financial processor or Financial Institution with which Merchant has a merchant account requires such termination or suspension.

9.8 The effect of termination are as follows:

- (1) PayHalal will cease providing the Services.
- (2) If termination of this T&C is due to Merchant's default hereunder, Merchant shall bear all costs of such termination, including any reasonable costs PayHalal incurs in closing Merchant Account.
- (3) Merchant agrees to pay any and all costs incurred by PayHalal in enforcing Merchant's compliance with this Section.
- (4) Upon termination in accordance to this T&c, Merchant's right to use the Services, and any other rights granted hereunder, shall immediately cease, and Merchant shall destroy all copies of materials provided to Merchant.
- (5) Each party will be released from all obligations and liabilities to the other occurring or arising after the date of such termination, except that any termination of this T&C shall not relieve PayHalal or Merchant from any liability arising prior to the termination of this T&C.
- (6) To the extent permitted by applicable law, Merchant agree that upon termination for any reason, PayHalal may delete all information relating to Merchant's use of the Service.
- (7) Notwithstanding the foregoing, Merchant's obligations to pay all fees due will survive any termination of this T&C.

9.9 If Services are suspended or terminated by PayHalal due to lack of payment by Merchant, reinstatement of Services shall be subject to Merchant paying PayHalal:

- (1) set-up fees, at PayHalal's then-current rates; and
- (2) all past due annual or monthly fees and Transaction fees, as applicable.

## **10. CONFIDENTIALITY**

10.1 Confidentiality obligations of each party includes:

- (1) Each party shall:

- (a) shall not disclose to any third party or use any Confidential Information disclosed to it by the other except as expressly permitted in this T&C and for purposes of performing this T&C;
- (b) shall take reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which shall in no event be less than the measures it uses to maintain the confidentiality of its own proprietary information or Confidential Information of similar importance;
- (c) agrees to use the other party's Confidential Information only for the purpose of its performance under this T&C; and
- (d) in addition, the receiving party shall not reverse engineer, disassemble or decompile any prototypes, software or other intangible objects which embody Confidential Information and which are provided to the receiving party hereunder.

10.2 The above confidentiality obligations do not apply to information that:

- (1) is in or enters the public domain without breach of this T&C,
- (2) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation,
- (3) the receiving party knew prior to receiving such information from the disclosing party or develops independently without access or reference to the Confidential Information,
- (4) is disclosed with the written approval of the disclosing party, or
- (5) is disclosed five (5) years from the effective date of termination or expiration of this T&C.

10.3 Notwithstanding the above confidentiality obligations, each party may disclose Confidential Information of the other party:

- (1) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law but only after alerting the other party of such disclosure requirement and, prior to any such disclosure, allowing (where practicable to do so) the other party a reasonable period of time within which to seek a protective order against the proposed disclosure, or
- (2) on a "**need-to-know**" basis under an obligation of confidentiality substantially similar in all material respects to those confidentiality obligations in this T&C to its legal counsel, accountants, consultants, banks and other financing sources.

## 11. MISCELLANEOUS TERMS

### 11.1 Force Majeure (Events Beyond the Parties' Control):

- (1) Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder, except for Merchant's payment obligations hereunder, due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott, provided that the party relying upon this Section shall give the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof, and
  - (2) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided, however, that in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, either party may immediately terminate this T&C.
- 11.2 **Entire T&C and Modification:** The terms in this T&C constitute the entire terms and conditions between PayHalal and Merchant regarding its subject matter and its terms supersede any prior or simultaneous agreement, terms, negotiations, whether written or oral, or whether established by custom, practice, policy or precedent, between the parties hereto. Except as otherwise provided for herein, any waiver, modification, or amendment of any provision of this T&C will be effective at the time posted on the website. Merchant acknowledges and agrees that in the event a purchase order ("PO") contains additional terms, provisions or language ("**PO Terms**"), those PO Terms shall be null and void and the terms of this T&C shall prevail.
- 11.3 **Severability:** In the event that any provision of this T&C shall for any reason be held by a court illegal, unenforceable or invalid in any respect under any Shariah principles or under the laws of Malaysia, such illegality, unenforceability or invalidity will not render this T&C unenforceable or invalid as a whole, and shall be deemed deleted and the remaining provisions hereof shall not in any way be affected or impaired thereby and in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such illegality, unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
- 11.4 **No Assignment:** Merchant may not assign this T&C without the prior written consent of PayHalal.
- 11.5 **Governing Law and Jurisdiction:** This T&C will be governed by and construed in accordance with the principles of Shariah and the laws of the Malaysia. Each party consents to the exclusive venue and jurisdiction of the court in Malaysia for any dispute arising out of or related to this T&C. The parties acknowledge and agree that this T&C is executed and performed in Malaysia. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.
- 11.6 **Export Restrictions:** Merchant acknowledges and agrees that it shall not import, export, or re-export directly or indirectly, any commodity, including Merchant's products incorporating or using any PayHalal Services in violation of the laws and regulations of any applicable jurisdiction.
- 11.7 **Notice:** Except as otherwise expressly stated in this T&C, all notices to PayHalal shall be in writing and delivered, via courier or certified or registered mail or electronic mail, to PayHalal, Attention: **admin@payhalal.my** or any other address provided by PayHalal. All notices to Merchant shall be delivered to Merchant's mailing address or e-mail address as provided in Merchant Account's information, as updated by Merchant pursuant to this T&C. Unless Merchant chooses to opt-out of receiving marketing notices, Merchant authorizes PayHalal to notify Merchant as PayHalal's customer, via commercial e-mails, telephone calls

and other means of communication, of information that PayHalal deems is of potential interest to Merchant, including without limitation communications describing upgrades, new products and services or other information pertaining to the Services or other PayHalal offerings relating to Internet security or to enhancing Merchant's identity on the Internet. Notwithstanding the above, Merchant shall not have the right to opt-out of service or support notices relating to the Services, including without limitation, notices of service modifications, security, performance issues or technical difficulties.

- 11.8 **Headings:** The section headings appearing in this T&C are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.
- 11.9 **Independent Contractors:** Neither party nor their employees, consultants, contractors or agents are agents, employees or joint ventures of the other party, and they do not have any authority to bind the other party by contract or otherwise to any obligation. Each party shall ensure that the foregoing persons shall not represent to the contrary, either expressly, implicitly, by appearance or otherwise.
- 11.10 **Non-Disparagement; Publicity:** During the term of this T&C, neither party will disparage the other party or the other party's trademarks, websites, products or services, or display any such items in a derogatory or negative manner on any website or in any public forum or press release. Unless otherwise stated herein, neither party shall issue a press release or otherwise advertise, make a public statement or disclose to any third party information pertaining to the relationship arising under this T&C, the existence or terms of this T&C, the underlying transactions between PayHalal and Merchant, or referring to the other party in relation to this T&C without the other party's prior written approval.
- 11.11 **Costs:** Except as expressly stated in this T&C, each party shall be solely responsible for the costs and expenses of performing its obligations hereunder.
- 11.12 **Tax:**
- (1) It is hereby agreed that all amounts payable under this T&C is exclusive (unless otherwise stated) of SST which might be chargeable in connection with that amount. If any such tax applies, Merchant shall pay such amount to PayHalal or the authorized party.
  - (2) Where the terms of this T&C require Merchant to reimburse PayHalal or its authorized agent for any costs or expenses, Merchant agrees to pay and indemnify PayHalal or its authorized agent against all such tax(es) incurred by PayHalal or the authorized party.
- 11.13 **Currency:** Any and all monetary amounts displayed in the PayHalal website are in Ringgit Malaysia. PayHalal itself does not charge currency conversion fees and shall not be liable for any fees, charges, or conversion rates on international transactions which may be charged by credit card issuers, Financial Institutions, or banks.
- 11.14 **PayHalal Mobile Application:** If Merchant uses PayHalal's mobile application, Merchant shall be responsible for any fees that its phone service provider charges for such use, including fees for SMS or data usage. Merchant's phone service provider is not the provider of PayHalal Services.
- 11.15 **Anti Money Laundering, Anti Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (Act 613) of Malaysia:**

- (1) Merchant shall ensure that it has never and shall not:
  - (a) engage, directly or indirectly, in a transaction that involves proceeds of any unlawful activity; or
  - (b) acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose, use, remove from or brings into Malaysia proceeds of any unlawful activity; or
  - (c) 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 any unlawful activity; and
- (2) Merchant confirm to PayHalal that it will not be involved in any money laundering activity/ies within the meaning of Section 3 of the Anti Money Laundering, Anti Terrorism Financing and Proceeds of Unlawful Activities Act 2001 of Malaysia.
- (3) PayHalal shall comply with the any regulatory requirement to report transactions that exceeds a specific threshold amount, is suspicious in nature and there are reasonable grounds the proceeds are generated from an unlawful activity, to the Financial Intelligence Unit in Bank Negara Malaysia without alerting Merchant on the matter.

11.16 **Website Content:** Although the website is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the website are available to all persons or in all geographic locations, or appropriate or available for use outside of Malaysia. PayHalal reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the website is void where prohibited. If Merchant chooses to access the Website from outside Malaysia, Merchant does so on its own initiative and Merchant is solely responsible for complying with applicable local laws.

I, the Merchant have understood and accept the above T&C.