MOLPay
Buy Everywhere, Pay Anywhere

MOLPay Service Application Form

Section I: Registration Information

i. Company registered name :		GST no:	
ii. Domain name :	http://	iii. Company registration no :	
iv. Company registered address:			
v. Type of business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non Profit Org. ☐ Others:_____		
vi. Preferred Merchant ID:	Max. 32 characters without spacing		
vii. Company business address :			
viii. Length of time in business:		ix. No of employees:	
x. Office area zoned:	☐ Residential ☐ Industrial ☐ Commercial	xi. Office space (square foot):	☐ 0-500 ☐ 501-2000 ☐ >2000
xii. Authorized contact person :		xiii. Designation :	
xiv. Mobile number :		xv. Telephone number :	Ext :
xvi. Fax number :		xvii. Primary email address :	
xviii. Secondary email address :		xix. Display email address :	

Section II: Name of Company Director(s) / Shareholders

Director / Shareholder Name :	NRIC No :	Contact No.:
i.		
ii.		
iii.		
iv.		

Section III: Name of Authorized Person

Employee(s) Name :	NRIC No :	Contact No.:
i.		
ii.		
iii.		

Section IV: Business Information

i. Type of products/services being marketed :			
ii. Targeted market region :		iii. Industry (Please select from Table 1):	
iv. Current monthly sales :	MYR	v. Estimated average billing amount :	MYR
vi. Estimated monthly sales turnover :	MYR	vii. Shipping / Fulfillment period:	
viii. Primary Business face to face?	☐ Yes ☐ No	ix. Shopping cart / E-commerce system used:	
x. Current Payment Gateway (if any):		xi. Why leaving current gateway (if applicable):	
xii. Latest 6 months charge back ratio (if applicable):	(%)	xiii. Currently accept credit card?	☐ Yes ☐ No
xiv. Business hours :	☐ AM ☐ PM	to	☐ AM ☐ PM
xv. How do you know about MOLPay?	☐ Search Engine ☐ Advertisement ☐ Exhibition ☐ Friend / MOLPay merchant / partner: _____		

Section V: Bank Account Information

i. Bank Name :		ii. Bank Account No :	
iii. Branch location:		iv. Bank Account Name	
v. SWIFT code:	For non-Malaysian merchant only		

Section VI: Acknowledgement

I hereby declare that all information furnished herein is true and complete to my knowledge. I also agree to be bound by the Merchant's Agreement. I further acknowledge and confirm that I have carefully read the provisions of the Merchant Agreement which are attached to this Form and have understood them and have not relied upon any statement, representation or waiver made by MOLPay Sdn. Bhd. Other than that set out in the Merchant Agreement. I hereby irrevocably and unconditionally agree to observe, fulfill and comply with the provisions of the Merchant Agreement.

Authorised signatory	Company Stamp	Date

Signature: _____

MOLPay Merchant Service Agreement

This Merchant Service Agreement is made on

Between:

a. MOLPay Sdn Bhd (Company No. 948015-X) a company incorporated in Malaysia with its business address at B-13-3A, Jalan Multimedia 7/AH, CityPark, i-City, 40000 Shah Alam, Selangor D.E., Malaysia (hereafter referred to as the "MOLPay"); and

b. The Party named and described in Section I of the MOLPay Payment Service Application Form (hereinafter referred to as the "Merchant") of the other part.

Whereas, MOLPAY is a Payment Service Provider (PSP) to enable payment service for Merchant.

Whereas, Merchant sell their products and/or services on their Website using MOLPAY payment service.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1) Definitions

1.1 The following terms are defined for use in this Agreement, unless the context otherwise requires:

"Access Password"	means the personal identification number to be used by the Merchant when accessing MOLPAY Website to transact or enquiries for the Transaction process through MOLPAY, which may be changed by the Merchant with prior notification to MOLPAY;
"Acquiring Bank"	means the financial institution to which MOLPAY will route Transaction data for authorisation, clearing and settlement purposes;
"Business Day"	means a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Selangor Darul Ehsan of Malaysia and principal place of business of the Merchant;
"Card"	means a current credit, debit or charge card that MOLPAY may accept for processing, as notified to Merchant from time to time;
"Card Issuer"	means a financial institution that issues the Card to the Customer;
"Charge Back"	means an invalid or disputed Transaction which the Acquiring Bank identifies as being invalid or non-collectible after initial acceptance on account of fraud, lost/cancelled/unissued/invalid account identification, unresolved customer complaint or other cause which may be charged ultimately to Merchant;
"Customer"	means any person making a purchase or desiring to make a purchase of the Merchant's goods, products or services through the Website;
"MOLPAY System"	means the system providing variety of secured payment channels to Merchant;
"MYR", "RM"	means lawful currency of Malaysia or Malaysian Ringgit
"Product"	means products that are sold or distributed online by Merchant via the Web Site;
"Refund"	means a Transaction that is reversed with the intention of crediting the Customer's account;
"Settlement Period"	means the period between the date of the Transaction and the date on which Settlement in respect of that Transaction is due to Merchant;
"Settlement"	means the amount due to Merchant, expressed in the currency notified by MOLPAY to Merchant, calculated in accordance with Clause 5;
"Services"	means services that are offered by Merchant online via the Web Site;
"Trading Limit"	means at any time, the amount resides in MOLPAY System will not exceed this limit;
"Transaction"	means any payment (or refund) made by the use of a Card for debit (or credit) to the Customer's account;
"Transaction Fee"	means that part of the Service Charge based on a percentage of turnover, and all the payments by MOLPAY to the Merchant pursuant to the MOLPAY Transactions shall be less the amount of the Transaction Fee and MOLPAY shall not under any circumstances be liable to pay or reimburse the Merchant for the full value of each MOLPAY Transaction;
"Website"	means one or more e-commerce enabled, interactive Internet World Wide Web sites maintained by Merchant for the purpose of displaying and offering Goods, Products or Services for sale to Customers;
"Term"	means each twenty-four (24) consecutive calendar month periods commencing on the first day of the first calendar month and ending on the last day of the twenty-four (24) calendar months during the terms of this Agreement;
"This Agreement"	means this Agreement (and includes amendments, modifications and supplements hereto from time to time and any document which amends, modifies or supplements this Agreement as may be notified by MOLPAY to the Merchant by any of the means of communication stated in Clauses 17.2;

2) Service Offered

2.1 MOLPAY is a Payment Service Provider to enable payment service for Merchant. MOLPAY shall not in any manner whatsoever be construed, at law or otherwise, to owe a fiduciary duty to the Merchant in respect of the payments made by the Customers through the MOLPAY System.

2.2 MOLPAY enabling potential Customer to purchase goods and/or services offer by Merchant through the use of MOLPay System.

2.3 MOLPAY processes all transactions through the use of its secure SSL encryption network and any other processes made available through its contracted processing platform. Payment shall be initiated via the secure payment processes.

2.4 Term: Subject to early termination in accordance with Clause 15, the appointment hereby made shall be for the Term. MOLPAY shall review the performance of the Merchant and may, at its absolute discretion, grant the Merchant a further term for such duration and upon such terms and conditions as MOLPAY may in its absolute discretion determine. In the absence of any written notification from MOLPAY, the parties agree that this Agreement shall remain enforceable in this entirely for a further duration equivalent to the Term and upon the same terms as provided in this Agreement.

2.5 MOLPAY System reliability: MOLPAY will give best effort to ensure best practices the operation of MOLPAY System. The Merchant agrees and confirms that it shall not hold MOLPAY, its employees, agents or licensees, liable for any special, incidental or consequential damages arising out of the breakdown of MOLPAY System.

3) Merchant's Obligations

3.1 Merchant agrees that it shall not perform or fail to perform any act that violates federal, state/provincial, or local law of Malaysia including but not limited to Anti Money Laundering and Anti-Terrorism Financing Act 2001 , as well as laws of any countries in which Merchant does business.

3.2 The Merchant shall display prominently, the brand name and logo of MOLPAY and all other marketing or publicity materials that may be provided by MOLPAY, on or about the premises or website of the Merchant. Merchant is also responsible to notify Customer regarding Customer's card statement will display "MOLPay", "MOLP", "NetBuilder EC" or "MOLPay EC" or "Asiamall Online" or "Symphonic View (EC)" for the charges instead of Merchant trading name.

3.3 Merchant shall retain copies of all Transaction receipts, with respect to Transactions for a period of eighteen (18) months. Merchant will provide such copies to MOLPAY within five (5) Business Day of such request to do so being received by Merchant from MOLPAY.

3.4 Merchant shall perform payment verification with Customer in the event MOLPAY suspects the genuine of the transaction.

3.5 Merchant further agrees it will not provide, offer, or advertise a "lifetime warranty," "lifetime guarantee," or any other guarantee for a period of more than ninety (90) days. (This limitation is specified in conformity with VISA and MasterCard regulations.)

3.6 Merchant warrants that information provided to MOLPAY in connection with Merchant's application for the Products and Services is correct and that no information has been withheld which, if provided, could have materially affected MOLPAY's decision to enter into this Agreement.

3.7 Describe accurately on Merchant's Website, including a full description of Merchant's trading name, address, telephone number and URL, what goods and services are being offered for sale, the price, the action which must be taken to make a purchase, the point at which a sale is completed, and details of delivery, shipping, returns and refund policies.

3.8 Advise MOLPAY as soon as Merchant become aware of major or multiple product defects or logistics problems which could give rise to Charge Back or Refunds;

3.9 The Merchant shall immediately notify MOLPAY in accordance with clause if:

3.9.1 There is any change in the nature of the product or services offered on Merchant's Website;

3.9.2 Change of the business telephone number or address;

3.10 The Merchant shall ensure that the Access Password is not disclosed to any unauthorised persons at all times during the Term. Subject to Clause 3.9, MOLPAY shall carry out all MOLPAY Transactions, issued or purportedly issued by the Merchant through the MOLPAY Website or the Business Telephone Number in accordance with the terms of this Agreement.

3.11 The Merchant shall resolve directly with the Customer, any claims or complaints made by the Customer in respect of any purchase of goods, products or services made by the way of MOLPAY Transaction and the Merchant shall have no right of recourse against MOLPAY in the event the Customer disputes the underlying contract of sale for such MOLPAY Transaction for any reasons whatsoever including without limitation the quality, overcharging or late delivery, of that good, product or service.

3.12 The Merchant agrees that shall not use MOLPay System to perform any transaction that involves products / services that are prohibited by MOLPay including but not limited to:

- Firearms / weapons
- Ammunition
- Drugs, drug paraphernalia and drug test circumvention aids
- Fireworks and hazardous materials
- Miracle Cures
- Currency and FOREX
- Pornography and adult content
- Escort services
- Sexually oriented materials or services
- Gambling / Online casino
- Counterfeit and replica goods

- Items or downloads infringe or violate copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction
- Tobacco
- Pyramid or Ponzi scheme, matrix program and other "get rich quick" schemes
- Telemarketing
- Time sharing
- Alcohol
- Gold bar

Signature: _____

- Investment scheme
- File sharing services
- Items promote hatred, racism, religious persecution or contain offensive content.
- Items encouraging illegal activity
- Human remains and body parts
- Unlicensed Multi-level marketing
- Stolen goods including digital and virtual goods
- Items that are considered obscene
- Associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card
- Payment aggregator
- Associated with the sale of traveller's checks or money orders
- Check cashing businesses
- Provide certain credit repair or debt settlement services, credit transactions or insurance activities.
- Involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent
- Gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes.

4) Authorisation of Transactions

Acceptance of Transactions shall not in any way be binding on MOLPAY as to the validity of any Transaction or Transaction receipts. MOLPAY shall not honour any Transactions which in the opinion of the MOLPAY is not genuine. MOLPAY also gives Merchant no assurances that it shall not exercise any Charge Back or other rights of reduction or set-off under this Agreement even where such Transaction has been authorised.

5) Payment of Settlement

5.1 Subject to Clause 5.2 and 8, MOLPAY shall remit payment (after deducting the Transaction Fee or Settlement Fee) to the Merchant in respect of each completed MOLPAY Transaction in the manners as set forth in Appendix A.

5.2 The amount of Settlement by calculating the amounts due in respect of Transactions which are after deducting the following:

- 5.2.1 The Service Charges due;
- 5.2.2 Refunds;
- 5.2.3 Charge Back, and any fines passed on to MOLPAY by Acquiring Bank in respect of Merchant Transactions;
- 5.2.4 Disputed Transactions and any amounts reasonably required to cover potential or expected Refunds, Charge Back or Disputed Transactions; and
- 5.2.5 Goods and Service Tax charges / GST (Domestic and International payment channels)
- 5.2.6 Withholding Tax (both Domestic and International payment channels)
- 5.2.7 Foreign Telegraphic Transfer fee for overseas bank account settlement and foreign payment channels
- 5.2.8 Foreign exchange rate fluctuation (Forex conversion for international payment channels)
- 5.2.9 Any other charges or amounts due to MOLPAY under this Agreement

5.3 If the Settlement is below the minimum Settlement amount as set forth in the Appendix A, such Settlement shall be carried forward to the next Settlement date.

5.4 MOLPAY will transmit all Settlement to Merchant by cheque sent by normal mail, by bank in the cheque, by fund transfer or by telegraphic transfer in the Merchant's bank account (subject to service fee per settlement) and shall deduct from the Settlement a charge to cover the mailing and/or courier and/or service charges for making the Settlement in the manners as set forth in the Appendix A. Telegraphic transfer is subject to service fee per transfer charged by the financial institution and is fully borne by the Merchant.

5.5 In the event that the value of all items listed in Clause 5.2.1 to 5.2.5 exceed the value of all Transactions falling due for Settlement on the Settlement date, the resulting shortfall may be held over by MOLPAY for deduction against the following Settlement when it shall be deducted from that Settlement together with any interest due. However, MOLPAY reserves the right at any time to require payment (including by directly debiting Merchant account) of all or part of such shortfall in such currency as MOLPAY may determine.

5.6 Settlement payment by MOLPAY to Merchant shall be in the settlement currency stated in the Appendix A. All foreign currencies will be converted to settlement currency if such a conversion is required. MOLPAY shall use the respective Acquiring Bank's prevailing bank exchange rates as the conversion rates.

5.7 MOLPAY may hold back from the Settlement any amounts reasonably required to cover potential or expected Refunds, Charge Back, or Disputed Transactions.

6 Service Charges

6.1 In consideration to the MOLPAY Services provided to the Merchant, Merchant agrees to pay to the MOLPAY:

- 6.1.1 A non-recurring and non refundable Signup Fees in the amounts and manners as set forth in the Appendix A.
- 6.1.2 A recurring and non refundable Maintenance Fees payable annually, as the case may be, in the amounts and manners as set forth in the Appendix A for yearly maintenance of the Merchant Account.
- 6.1.3 The Transaction Fee on each MOLPAY Transaction and deduct the same from the payment made by the Customer in respect of each MOLPAY Transaction with manners as set forth in the Appendix A.
- 6.1.4 The Chargeback Fee on each chargeback transaction as set forth in the Appendix A.

6.2 MOLPAY reserves the right to recover MOLPAY fee provided in Clause 6.1.1 to 6.1.4 hereof by debiting the amount from the Merchant account in the event of insufficient funds being available from the next Settlement. Without prejudice to MOLPAY's other rights MOLPAY may suspend or withdraw the Services if Service Charges or any other sums payable to MOLPAY are not paid when due. Merchant is also responsible for MOLPAY additional costs due to dealing with customer disputes, Refunds, Charge Back, Disputed Transactions or other causes.

6.3 MOLPAY reserves the rights to suspend the Merchant account and Settlement to the Merchant in the event that the Maintenance Fee, Charge Backs, and other due charges are not settled by the Merchant after two (2) weeks from the date the debt is due. The Merchant account shall be reactivated upon settlement of all dues within one business day.

7 Security Deposit & Transaction Limit

7.1 The Merchant agrees to pay security deposit in the amounts set out in the Appendix A to the MOLPAY. MOLPAY shall have the right, in its sole discretion, to adjust the amount held as is deemed necessary as security against future Charge Back after notification to the Merchant. In the event of any potential future payment disputes, Refunds or Charge Back in respect of Merchant charges, MOLPAY may also hold proceed of Settlement in reserve in an amount adequate to offset such disputed, refunded or Charge Back amounts plus any costs associated with the collection thereof, including without limitation, attorney's fees and expenses. MOLPAY reserves the right to claim the payment from Merchant if the reserve amount is inadequate to offset such disputed, refunded or Charge Back amount.

7.2 The maximum amount of any one Settlement permitted under the Merchant Account is stated in the Appendix A (hereinafter referred to as the Trading Limit). MOLPAY may vary the Trading Limit at any time by notice to Merchant. MOLPAY reserves the right to complete or reject any attempted payment that exceeds the applicable limit at MOLPAY complete discretion. In addition, MOLPAY reserves the right to further limit the monetary amount or the frequency of transactions from any of the Merchant's accounts for security reasons, without incurring any liability to the Merchant if MOLPAY imposes such a limitation. MOLPAY reserves the right to refuse to honor payment requests that MOLPAY believes or suspects (rightly or wrongly) are fraudulent or erroneous. The Merchant accepts that MOLPAY shall exercise this right in MOLPAY's sole discretion. For avoidance of doubts, the Merchant shall not in any case rely upon MOLPAY to discover or prevent loss as a result of a fraud or erroneous payment.

8 Charge Back & Disputed Transactions

8.1 MOLPAY shall not be responsible and liable to Merchant in the event a Customer disputes an MOLPAY Transaction.

8.2 MOLPAY shall provide assistance on information about the dispute transaction, but MOLPAY shall not under any obligation or responsibility to investigate any disputes on the MOLPAY Transactions. The investigation on the Dispute or Charge Back Transaction shall perform by Royal Police Malaysia, Cyber Crime Unit.

8.3 In the event of any Charge Back on Transactions, MOLPAY will immediately be entitled to debit Merchant account (if not already debited as a Disputed Transaction) and/or to recover from Merchant by other means the amount paid by MOLPAY in respect of the relevant Transaction(s). The Card Issuer's decision shall be conclusive as to the determination of any Charge Back. Wherever possible (for example, if the Acquiring Bank provide MOLPAY with written advise), notice to Merchant of a Charge Back will be accompanied by an explanation of the reason for it. In addition, upon prior notification from MOLPAY, MOLPAY may debit Merchant account, or otherwise, to recover any other costs and expenses MOLPAY may incur as a result of or in connection with a Charge Back.

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

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

9 Refunds

9.1 Where there is MOLPAY transaction to be refunded to a Customer, the amount will be debited from Merchant account, therefore, Merchant shall through a pre-identified authorised person advice MOLPAY either by such automated systems as MOLPAY shall make available to Merchant from time to time, or by hand or post on the Merchant letterhead with the authorised person signature affixed thereto.

9.2 Refunds will only be made to the Card upon which the original Transaction was debited and not by any other method and it will incur a service charge specified in the Appendix A.

9.3 The refunds request will only be entertained within four (4) business days from the date of the Transaction.

10 Indemnity

10.1 The Merchant hereby indemnifies and shall keep MOLPAY indemnified in respect of its employees, and servants from and against all suits, actions, demands, damages, losses, liabilities (whether criminal or civil), expenses and cost whatsoever arising under any laws of Malaysia to which MOLPAY, its employees or servants may be subjected by reason of injury to or the death of any person or damage to property of any person, firm or corporation in any manner due to, arising out of or in the course of or by reason of the carrying out of the terms of this Agreement or resulting from any breach of this Agreement by the Merchant, including, without limitation:

10.1.1 Any act, neglect or default of the Merchant or its agents, employees, licensees or customers;
10.1.2 Any event of fraud committed by the Merchant or its agents, employees or licensees; or
10.1.3 Breaches resulting in any successful claim by any third party alleging libel or slander in respect of any matter arising from the Merchant carrying out the MOLPAY Transactions.
10.1.4 Breaches resulting in any successful claim or penalty fee charged by any financial institution including but not limited to Visa International, MasterCard International, JCB International, Diners Club and MYCLEAR in respect of any matter arising from the Merchant carrying out the MOLPAY Transactions.

11 Confidentiality

11.1 The Merchant shall not at any time during or after the Term divulge or allow to be divulged to any person any confidential information relating to MOLPAY, the MOLPAY System, the MOLPAY Transactions or the terms of this Agreement other than to persons who have signed a confidentiality undertaking in the form approved by MOLPAY.
11.2 Subject to Clause 13, MOLPAY shall not disclose or allow access to, the Merchant's personal information or the Merchant's customers, to third parties without the Merchant's prior written consent.
11.3 The Merchant shall not directly or indirectly, by any means whatsoever, obtain or attempt to obtain information of Customers of other Merchants.
11.4 If MOLPAY, in its absolute opinion, believe or suspect that the Merchant has breached the provisions in this Clause 11 (or any of them), MOLPAY shall be entitled to terminate this Agreement pursuant to Clause 15.1.
11.5 MOLPAY shall take reasonable measures to safeguard all information stored in the MOLPAY System.

12 Merchant's Covenants, Warranties and Undertakings

12.1 The Merchant hereby irrevocably and unconditionally covenants, warrants and undertakes:

12.1.1 To observes the guidelines, procedure of MOLPAY Transactions as set out in this Agreement or such other updates as provided by MOLPAY from time to time during the subsistence of this Agreement;
12.1.2 Upon request by MOLPAY, to furnish originals of bills or other supporting documents in relation to or in connection with the MOLPAY Transactions;
12.1.3 Upon request by MOLPAY, to allow MOLPAY's representative for site visit and photo taking on the business premise.
12.1.4 To notify MOLPAY immediately in writing of any change in the organization or corporate or business structure of the Merchant or in any of the information furnished to the Merchant Bank pursuant to this Agreements;
12.1.5 At all times, to promote and recommend customers of the Merchant to purchase goods, products or services using the MOLPAY System;
12.1.6 Not to provide or disclose any information in relation to or in connection with the MOLPAY Transactions to any unauthorised third party;
12.1.7 Not to gain or attempt to gain, directly or indirectly unauthorised access to MOLPAY System for the purpose of obtaining the customers information of other merchants of MOLPAY.
12.1.8 Not to use the MOLPAY System to conduct any fraudulent, immoral or illegal activities or activities that may infringe the intellectual property rights of third parties;
12.1.9 Not to use any intellectual property belonging to MOLPAY, including, without limitation, trademarks, trade names or patents, whether registered or not, without the prior written consent of MOLPAY other than such usage permitted under this Agreement;
12.1.10 That the Merchant has obtained all requisite licenses, authorisations, permits and approvals for the carrying on of the Merchant's business;
12.1.11 That the Merchant is duly authorised and empowered to enter into this Agreement; and
12.1.12 That the Merchant shall not at any time represent to any third party as an agent of MOLPAY.

12.2 If, in the sole and absolute opinion of MOLPAY, the Merchant has breached its obligations, warranty, undertaking or covenant as stipulated in this Agreement, MOLPAY shall be entitled to suspend the Merchant from carrying any further MOLPAY Transactions or terminate this Agreement in accordance with the provisions of this Agreement.

13 Disclosure of Information

13.1 MOLPAY shall be entitled and the Merchant irrevocably and unconditionally consents and authorises MOLPAY to the extent permitted by law, to disclose or release any information pertaining to the Merchant or the Merchant's transactions through MOLPAY System to such extent that MOLPAY may at its absolute discretion deem fit to:

13.1.1 The Merchant Bank;
13.1.2 Such other persons as MOLPAY may be required to disclose under applicable law;
13.1.3 Such other persons or entity pursuant to any governmental directive or order of the court; or
13.1.4 Any other party whosoever as MOLPAY may at its absolute discretion deem fit in the event of Dispute Transactions.

14 Limitation on Liability

14.1 The Merchant agrees and confirms that it shall not hold MOLPAY, its employees, agents or licenses, liable for any special, incidental or consequential damages arising out of and in relation to the MOLPAY Transaction or this Agreement.
14.2 If at any event, MOLPAY, its employees, agents or licensees are found liable to the Merchant, such liability is limited to the actual amount of direct damages.

15 Right of Termination

15.1 Termination due to the default of the Merchant

15.1.1 Upon the happening of any of the events set out below MOLPAY may, at its absolute discretion, forthwith, by giving notice in writing to the Merchant, terminate this Agreement without prejudice to any other remedy MOLPAY may have against the Merchant:

a. If and whenever there shall be a breach of or non observance or non performance of any of the terms, covenants or conditions contained herein and on the part of the Merchant and/or its employees to be observed and performed including failure to pay any of the fees and payment herein stipulated;
b. Any judgment obtained against the Merchant remains unsatisfied for more than fourteen (14) days or the Merchant shall have its property seized under any distress or execution process, makes any arrangements with or assignment for the benefit of its creditors or becomes a bankrupt or is the subject of any winding up proceedings or makes any arrangements or composition with its creditors;
c. The Merchant has a receiver or a receiver and manager appointed over the whole or in part of its property or undertake or has an official manager appointed pursuant to the provisions of the Companies Act 1965 or any other legislation in substitution therefore or a special administrator appointed pursuant to the Pengurusan Danaharta Nasional Berhad Act 1998;
d. The Merchant defaults in performing or observing any terms, covenants or conditions to be observed or performed by it under any mortgage or other encumbrance over the assets of the Merchant and such default materially affects the ability of the Merchant to perform its obligations under this Agreement;
e. The Merchant does not agree the modified, added to, deleted or varied clause on the Agreement which will be courier to Merchant in case there is necessity for MOLPAY to revise the Agreement or the Merchant does not fax or sent back the signed copy of the agreement revision add-on within fourteen (14) days from date of the agreement revision add-on.
f. The Merchant being a partnership changes its membership without the prior written approval of MOLPAY or is terminated or dissolved except in the events of death of a partner;
g. Where the Merchant is a corporation, the control of the Merchant by the shareholders who are shareholders as at the date of this Agreement is passed by them to other persons or corporation without the prior written approval of MOLPAY first being had and obtained;
h. The Merchant being a natural person becomes of unsound mind or infirm or becomes a drug addict or an alcoholic, meaning that he/she habitually uses drugs or intoxicating liquor to such an extent that he/she has lost the power of self control with respect to drugs or intoxicating liquor; or
i. The Merchant is engaged in or suspected of engaging in fraudulent, illegal or immoral activities or the Merchant is conducting or suspected of conducting fraudulent, illegal, immoral or infringing third parties' intellectual property, transactions through MOLPAY System.
j. Act of God, war, fire, riot, terrorism, earthquake, actions of federal, state or local governmental authorities, action of financial institution authorities or for any other reason beyond the reasonable control of MOLPAY.
k. The Merchant has breached the provisions in clause 3.12.

15.1.2 Upon termination of this Agreement, MOLPAY's obligation to reimburse the Merchant shall cease on the effective date of such termination and MOLPAY shall not be obliged or bound to make any payment on any MOLPAY Transaction completed after the date of termination.
15.1.3 Upon termination of this Agreement, the Merchant shall forthwith return to MOLPAY, at the Merchant's own cost and expenses, all documentation provided by MOLPAY pursuant to this Agreement.
15.1.4 Upon termination of this Agreement, the Security Deposit as set forth in the Appendix A will be returned to the Merchant after six (6) month upon the termination of the contract.

15.2 Termination due to the default of the MOLPAY

15.2.1 Upon the happening of any of the events set out below MOLPAY may, at its absolute discretion, forthwith, by giving notice in writing to the Merchant, terminate this Agreement without prejudice to any other remedy MOLPAY may have against the Merchant:

a) Act of God, war, fire, riot, terrorism, earthquake, actions of federal, state or local governmental authorities, action of financial institution authorities or for any other reason beyond the reasonable control of MOLPAY.

15.3 After Termination any payments or obligations due from Merchant to MOLPAY, or from MOLPAY to Merchant, will become due and payable within 30 days. For merchant who is waived for the security deposit, the due payment from MOLPAY to Merchant shall be payable after six (6) month upon the termination of the contract.

16 Suspension

16.1 MOLPAY shall not be liable or responsible to the Merchant in any manner whatsoever for any failure to perform any of its obligations contained in this Agreement if such failure is by reason of the introduction, imposition or variation of any law or any directive of any authority or any agency of any state or any change in the interpretation or application thereof, it is or will become unlawful, or contrary to any such directive, or impractical without breaching such law or directive, for MOLPAY to give effect to its obligations under this Agreement.

17 Notices

17.1 All notices and documents required to be given by the Merchant under this Agreement to MOLPAY shall be sent to MOLPAY by way of registered post to the following address (or such other address as MOLPAY may notify at any time or from time to time:

B-13-3A, Jalan Multimedia 7/AH, CityPark, i-City, 40000 Shah Alam, Selangor Darul Ehsan. Malaysia.

Signature: _____

Any notice or document sent by the Merchant to MOLPAY shall be deemed served when such notice or document is received by MOLPAY.

17.2 All notices and documents required to be given by MOLPAY under this Agreement to the Merchant shall be sent to the Merchant by any one of the following methods:

17.2.1 Ordinary or registered post to the Merchant's last known address according to MOLPAY's records;
17.2.2 By facsimile to the Merchant's last known facsimile number according to MOLPAY's records;
17.2.3 Electronic mail to the Merchant's last known electronic mail address according to MOLPAY's records;
17.2.4 Posting the notice or communication on MOLPAY Website;
17.2.5 Notices placed with or in any of MOLPAY's written communications to the Merchant;
17.2.6 Telephone call to the Merchant's last known telephone number according to MOLPAY's records;
17.2.7 Notices placed through any media; or
17.2.8 Any manner of notification as MOLPAY may at its absolute discretion determine.

17.3 Any notice or document or communication given by MOLPAY to the Merchant shall be deemed to be served and received by the Merchant:

17.3.1 If sent by ordinary or registered post, within three (3) days of posting; or
17.3.2 If sent by other methods stated in Clauses 17.2.2 to 17.2.8, the Business Day following the sending of such notice or document.

18 Waiver And Severance

18.1 Any failure by MOLPAY to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

18.2 In the event that any provisions of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the Party shall amend that provision in such reasonable manner as would achieve the intention of the Party or at the discretion of MOLPAY it may be severed from this Agreement and the remaining provisions remain in full force and effect unless MOLPAY decides that the effect of such severance is to defeat the original intention of the Parties in which event MOLPAY shall be entitled to terminate this Agreement.

19 Acknowledgement Of Merchant

19.1 The Merchant acknowledges that prior to having executed this Agreement it has carefully read the provisions of this Agreement and has understood them and has not relied upon any statement, representation or waiver made by MOLPAY or its servants, agents other than as set out herein.

20 Discretion

20.1 No decision, exercise of discretion, judgment or opinion or approval of any matter mentioned in this agreement or arising from it shall be deemed to have been made by MOLPAY except if in writing and shall be at its sole discretion unless otherwise expressly provided in this Agreement.

21 Governing Law and Jurisdiction

21.1 This Agreement shall governed by Malaysian law in every particular including formation and interpretation.

21.2 Any proceedings arising out of or in connection with this Agreement may only be brought in a court of competent jurisdiction in Malaysia.

22 Variation

22.1 This Agreement may be modified, added to, deleted or varied by MOLPAY by way of posting on MOLPAY Website or in any such other manner as MOLPAY may in its absolute discretion determine.

22.2 MOLPAY will notify the Merchant via courier mail to the registered address above. Should the Merchant does not agree on the modified, added to, deleted or varied to the Agreement, then it is subjected to termination based on clause 15.1.1.e.

22.3 The Merchant need to fax or send back the signed copy of the agreement add-on within fourteen (14) days from date of the agreement add-on notice.

22.4 The Merchant agrees that continued performance of MOLPAY Transactions after fourteen (14) days from the date of the agreement add-on notice shall constitute the Merchant's acceptance of the modified, added to, delete or varied to the Agreement by MOLPAY.

23 Cost and Expenses

23.1 Each Party shall bear its own solicitor's costs and expenses in respect of the preparation and execution of this Agreement and all ancillary documents.

Table 1 – Nature of Business (Business Category)

No.	Industry	No.	Industry
1.	Airline Merchants	**24.**	Government Services
2.	Antique Shops, Pawn, Shops, and Related Merchants	**25.**	Health Care Services
3.	Apparel, clothing and Related Merchants	**26.**	Home and Office Furnishing
4.	Art, Crafts, Hobbies, and Related Merchants	**27.**	Home Improvement
5.	Automotive	**28.**	Hotel Merchants
6.	Automotive Related Merchants	**29.**	Insurance Services
7.	Business Services	**30.**	Legal Services
8.	Car Rental Merchants	**31.**	Lodging / Accommodations
9.	Charitable, Social, Political Organizations	**32.**	Medical
10.	Chemical Products and Supplies	**33.**	Miscellaneous
11.	Cleaning / Laundry Services	**34.**	Office Furniture and Supplies
12.	Clothing and Footwear	**35.**	Personal Services
13.	Construction	**36.**	Photography and Photocopying Services
14.	Construction Materials and Supplies	**37.**	Printing and Publishing
15.	Department and Discount Stores	**38.**	Professional Services
16.	Durable and Non-Durable Goods	**39.**	Recreational
17.	Eating / Drinking Places	**40.**	Rental Services
18.	Educational Services	**41.**	Repair Services
19.	Electronic and Computer	**42.**	Security Services
20.	Electronics	**43.**	Specialty Retail Merchants
21.	Entertainment	**44.**	Telecommunications
22.	Financial Services	**45.**	Transportation Services
23.	Food and Drink	**46.**	Others

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Signature: _____

MOLPay Merchant Service Agreement

Appendix A – Malaysia Payment Gateway Fee Structure (Premium Plan)

Description	
One-time Signup Fee (non-refundable)	MYR 400.00 (Inclusive of GST) - Including API & Merchant Admin Module
Yearly Maintenance Fee	MYR 499.00 (Inclusive of GST)
Mobile SDK for iOS & Android - One time setup fee (non-refundable)	MYR 399.00 (Inclusive of GST) (Waived Off)
Transaction Fee (a) Visa and MasterCard	2.8% (One time setup fee of RM954 required by processing bank)
(b) FPX • Maybank2u • CIMB Clicks • Hong Leong Connect • RHB Now • Bank Islam Online • PBeBank	2.8% or MYR0.60 whichever is higher
(c) Online banking • Maybank2u • CIMB Clicks • Hong Leong Connect • RHB Now • Alliance Online • AmOnline	2.8% or MYR0.60 whichever is higher
(d) Physical Payment • 7-11 • Petronas	2.8% + MYR 1.00 convenience fee, payable by customer on the payment spot
(e) Bcard Redemption	2.8%
(f) MOLWallet	2.8%
GST charges for Transaction Fee (6%)	All transaction fee (MDR) will be subjected to 6% GST, therefore an additional 6% of the transaction fee (3%) will be deducted during settlement. Example below: Transaction billing Amount: MYR100.00 Transaction fee : 3% of MYR 100 = MYR 3.00 GST 6% of transaction fee: 6% of MYR 3.00 = MYR 0.18 New transaction fee + GST : MYR 3.00 + MYR 0.18 = MYR 3.18
Settlement Period	The transactions' payment will be settled on weekly basis, meaning the transactions from Monday (first day) to Sunday (cut off day) will be settled in the following Thursday. If the Settlement date falls on non-Business Day, it will be remitted on the next Business Day. Physical Payment: Bi Weekly
Minimum Settlement	MYR 100.00
Settlement Charge	NIL
Reserve / Security Deposit	N/A
TT Charges	Borne by merchants
Trading Limit	No Limit
Refund Service Charge	MYR 5.00 per refund request for more than 2 (two) times per month (Inclusive GST)
Chargeback Fee	N/A
Processing Currency	MYR
Settlement Currency	MYR

Note:
- Every application resubmit to bank for credit card channel approval due to rejection will cost RM 250 per time.
- Appendix A fee structure is exclusive for bank charges.

Signature: _____