

MERCHANT BUSINESS TERMS & CONDITIONS updated as at 15 December 2021

THIS MERCHANT TERMS AND CONDITIONS ("AGREEMENT") IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND SILICONNET TECHNOLOGIES SDN BHD.

BY SUBMITTING YOUR MERCHANT REGISTRATION FORM, YOU ACKNOWLEDGE THAT YOU HAVE READ AND FULLY UNDERSTOOD AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE PRIVACY NOTICE AND ALL DOCUMENTS INCORPORATED BY REFERENCE UPON THE APPROVAL OF YOUR APPLICATION BY US, THE APPROVAL OF WHICH IS AT OUR SOLE AND ABSOLUTE DISCRETION.

THIS AGREEMENT IS MADE BETWEEN YOU AND SILICONNET TECHNOLOGIES SDN BHD.

Terms & Conditions for S PAY GLOBAL's Merchants

This is an Agreement which outlines the terms and conditions for agreeing to be a Merchant for S PAY GLOBAL operated by SiliconNet Technologies Sdn. Bhd (Co. No. 394813-H), a company incorporated in Malaysia having its registered address at Level 3, Wisma Bapa Malaysia, Petra Jaya, 93502 Kuching, Sarawak and a place of business at SiliconNet Technologies Sdn Bhd, , # F12 1st Floor, Mall 2, CityOne Megamall, Jalan Song, 93350, Kuching Sarawak (hereinafter referred to as "SNT").

By accepting to be our Merchant, you have agreed to be bound by this Agreement and by all governing laws, in particular but not limited to, the Financial Services Act (FSA) 2013, Bank Negara Malaysia, Foreign Exchange Administration Rules, Unclaimed Money's 1965 Act (revised 2002) (UMA) and provisions of the Anti-Money Laundering (AMLA) and Counter Financing of Terrorism Act (CFTA) 2001.

In this Agreement, "Merchant", "you" and "your" refer to each merchant ("Merchant") and "SNT", "we", "us" and "our" refer collectively to SiliconNet Technologies Sdn. Bhd. (Company No. 394813-H). Merchant and SNT are collectively referred to as "Parties" and separately as "Party".

WHEREAS:

A. SNT is a company who carries on a business, amongst other, as a payment service provider operating and facilitating an e-wallet system referred to as S PAY GLOBAL or such other product name as determined by SNT from time to time as a result of re-branding, which allows end customers to make electronic payments using S PAY GLOBAL for products or services bought from the Merchant.

B. Merchant is desirous to implement S PAY GLOBAL and accept payments from S PAY GLOBAL Customers, for products or services purchased from the Merchant in accordance with this Agreement.

THEREFORE, in consideration of the foregoing and of their mutual covenants and commitments set forth herein, the Parties hereby agree as follows:

Section 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following words and expressions shall mean as indicated, except where the context otherwise requires. Defined terms and words are, in general but not necessarily, signified in the Agreement by the use of capital initial letters.

“Agreement” means this Merchant Terms and Conditions including any appendixes thereof, the Privacy Notice and completion of Business Registration Form at “My Account” feature via S PAY GLOBAL App or submission of the S PAY GLOBAL Merchant Application Form by you/on your behalf

“Bank Charges” means any bank charges charged by the bank for the remittance of Settlement to the Merchant by SNT;

“Business Day” means a day (excluding Saturdays, Sundays and public holidays) on which banks in Sarawak are open for general banking business;

“Campaign” means campaigns/ activities/ initiatives which may be initiated by SNT from time to time for the purpose of promoting S PAY GLOBAL and are to be taken part by the Merchants;

“Commencement Date” means the commencement date of which S PAY GLOBAL Services has been rendered to the Merchant as notified by SNT to Merchant via electronic mail or any other methods as determined by SNT from time to time;

“Confidential Information”

means any data or information that is proprietary to SNT and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whenever and however disclosed, including, but not limited to:

- (i) any business information, marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies;
- (ii) plans for products or services, and customer or supplier lists;
- (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- (iv) personal information/data of any Customers, and SNT’s staff;
- (v) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets;
- (vi) any other information that should reasonably be recognized as confidential information of SNT; and
- (vii) any information generated by you or by your representatives that contains, reflects, or is derived from any of the foregoing. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.

“Charge Back”

means, where relevant, any disputed transactions between S PAY GLOBAL and Merchant arising from the Campaigns, which may be charged ultimately to the Merchants by way of Deduction;

“Customer”

means any person holding a valid S PAY GLOBAL wallet and purchases Services or Products from the Merchant and makes payment for the same using his S PAY GLOBAL wallet;

“Customer Charge”

means the sale price of the Product and/or Service purchased or availed by the Customer plus all other taxes, duties, costs, charges and expenses in respect of the Product and/or Service that are to be charged to the Customer’s S PAY GLOBAL wallet;

“Deductions”

means:
(a) S PAY GLOBAL Service Charges;

(b) Refunds;

(c) Charge Back (if applicable), and any fines or fees passed on to SNT by the financial institution in respect of the Transactions;

(d) any amounts reasonably required to cover potential or expected Refunds or Charge Back (if applicable);

(e) Bank Charges (if any);

(f) Goods and Services tax or any other tax in similar nature (if applicable) and

(g) any other charges or amounts due to SNT under this Agreement or otherwise;

“E-Commerce Services”

means a centralized merchant management account accessible to S PAY GLOBAL business merchants.

(ECS)

“Intellectual Property Rights”

means all of the following:

(IPRs)

(a) trademarks (including trade dress), service marks, logos or trade names, whether registered or unregistered, together with the goodwill associated with any of the foregoing, and all registrations, renewals and applications for registration thereof;

(b) those rights existing under the copyright laws for those works subject to the copyright laws and copyright registrations and applications for registration thereof, including all renewals and extensions thereof;

(c) rights in trade secrets, confidential business information and other proprietary information (including concepts, ideas, designs, processes, procedures, techniques, technical information, specifications, operating and maintenance manuals, drawings, models, tools, algorithms, Software architectures, methods, know-how, technical data and databases, discoveries, inventions, research and development, formulas, modifications, extensions, improvements and other proprietary content;

(d) rights in computer software programs, including but not limited to application software, system software, firmware, middleware

and mobile digital applications, including all source code, object code, and documentation related thereto, in any and all forms and media

(e) rights in domain names, domain name registrations and web pages; and

(f) all other intellectual property rights in any and all jurisdictions throughout the world;

“Merchant’s Designated Bank Account”

means the designated bank account of the Merchant as specified by the Merchant during its registration process with SNT. For the avoidance of doubt, if the Merchant is a body corporate, the designated bank account shall be in the name of such entity. If the Merchant is an individual, the designated bank account shall be in the name of such individual.

“Merchant Registration Form”

means the binding application form filled up and submitted by the Merchant/SNT on behalf of the Merchant, offline or online;

“Personal information”

means personal data which is defined according to the provisions contained in the Personal Data Protection Act 2012.

“Privacy Notice”

means you acknowledge that SNT receives certain of your private and confidential in connection with your use if the Service. However, SNT undertakes to comply with the provisions of the Protection of Personal Data Act 2010 and that it will not rent, sell or otherwise make available to any third party for any reason whatsoever any of your private and confidential information or any information that personally identifies you, your account or payments you make through the Service, other than to provide the Service or to comply with applicable laws or regulations, or court orders or unless you otherwise expressly agree. Please note that Billers whose bills you pay using the Service and Financial Institution may have their own privacy policies which are not controlled by SNT;

“Product”

means a tangible or intangible commodity/product manufactured, marketed, distributed and/or sold by the Merchant, to the Customer(s), the payment for which is to be made through the Customer’s S PAY GLOBAL wallet;

- “Refund”** means a request made by a Customer to reverse a Transaction in accordance with Clause 6 hereof.
- “S PAY GLOBAL Customer App”** means the e-Wallet software application named as “S PAY GLOBAL” or such other name as may be determined by SNT from time to time which is downloaded by the Customer at the Google Play or App Store for the purpose of making payment or utilizing other e –Wallet features which is built into the software;
- “S PAY GLOBAL Merchant App”** means the software application named as “S PAY GLOBAL Merchant App” or such other name as may be determined by SNT from time to time which is downloaded by the Merchant at the Google Play or App Store for the purpose of checking payment status by S PAY GLOBAL Customers;
- “S PAY GLOBAL Service Charges”** means:
(a) the Setup Fees (if any); and
(b) the Transaction Fee;
- “S PAY GLOBAL Services”** means the e-wallet payment solution and/or platform provided to the Merchant, which is deployed by SNT for the purposes of enabling payment transactions by the Customers to the Merchant. S PAY GLOBAL Services shall include, but not limiting to, the collection of Customer Charges from the Customers and the remittance of Settlement to the Merchant;
- “Service”** means the services which the Merchant offers to provide and is made available to the Customer for which payment can be made through the S PAY GLOBAL e-wallet.
- “Settlement”** means the Customer Charge less the Deductions;
- “Setup Fee”** means a one-off, non-recurring and non-refundable fee payable by the Merchant to SNT at the time of signing this Agreement or such other time prior to the commencement of the S PAY GLOBAL Services in the amounts set forth in the Appendix of Merchant Application Form or otherwise agreed by the Parties;
- “Terms”** means the terms as stated in the Merchant’s Registration Form and our website <https://spayglobal.my/> as approved by us or otherwise agreed by the Parties;

“Transaction” means every demand of the Customer to the Merchant, which results in the supply of Product or provision of Service by Merchant to the Customer

“Transaction Fee” means a fee payable by the Merchant to SNT for each Transaction based on the formula set agreed by the Parties.

1.2. Interpretation

(a) Reference to any rules, regulations, bye-laws and statute or statutory provision includes a reference to that rules, regulations, bye-laws and statutory provisions as from time to time amended, extended or re-enacted;

(b) Nothing contained in this Agreement shall be construed or have effect as constituting any relationship of employer and employee or partnership between the parties;

(c) Words importing the singular include the plural, word importing any gender include every gender, and words importing persons include bodies corporate and unincorporated, and (in each case) vice versa;

(d) References to Clauses and other provisions are references to Clauses and other provisions of this Agreement and any reference to a sub-provision of the provision in which the reference appears;

(e) All warranties, representations, indemnities, covenants, agreements and obligations given or entered into by more than one person are given or entered into jointly and severally unless specified;

(f) The clause headings shall not be considered part of the Agreement and shall not be taken into account in the interpretation of any clause;

(g) Where any word or expression is defined in this Agreement, the definition shall extend to all grammatical variations and cognate expressions of the word expression so defined.

Section 2

COMMENCEMENT & TERM

2.1 This Agreement shall take effect upon the Merchant receiving a notification by SNT via e-mail or by way of any other methods as determined by SNT from time to time.

2.2 This Agreement shall take effect and continues to be binding until the expiry of the Term or it is earlier determination pursuant to Section 17 herein.

Section 3

S PAY GLOBAL SERVICES

3.1 Provisions of S PAY GLOBAL services:

(a) SNT agrees to provide S PAY GLOBAL Services to the Merchant in accordance with this Agreement from the Commencement Date on an as is basis.

(b) Upon the approval of Merchant's application, SNT shall create and make available to the Merchant the S PAY GLOBAL Merchant Account and its QR Code. A login name and password will be generated in order to enable the Merchant to access the S PAY GLOBAL Merchant Account and to start accepting payments for the Products and/or Services sold and/or provided by the Merchant by using the S PAY GLOBAL Services. The Merchant may download and install S PAY GLOBAL Merchant App for its own use.

(c) The Merchant shall provide its own device such as smartphone and/or SNT may, at its sole discretion, provide on loan, devices (such as a terminal or smartphone) in order for the Merchant to be able to carry out the Transactions. The ownership and title to the said equipment and devices shall at all times remain with SNT/ SNT's vendor. The Merchant shall agree that the equipment and devices shall only be used solely for the purposes of carrying out the Transaction. If the equipment and devices are provided, the Merchant shall: –

(i) Ensure that SNT (or its representatives/ agents) has reasonable access to any of the equipment and devices, including but not limited to the right of SNT (or its representatives/ agents) to enter into any of the premises of the Merchant where the equipment and devices are placed to provide installation, maintenance service, repairs, upgrades and/or where necessary, remove and replace the equipment and devices;

(ii) Ensure the physical security of the equipment and devices loaned to the Merchant;

(iii) report any damage, lost and/or theft of equipment and devices to SNT and in case of lost or theft of any of the equipment and devices, the Merchant shall co-operate and assist in making a report with the police and shall repay/compensate SNT for such damage, lost or theft based on the market price of such equipment or device when it was provided to the Merchant or at a price that is acceptable to SNT;

(iv) Ensure that all relevant laws set by the government and/or local authorities with respect of the use of the equipment and devices is complied with;

(v) Provide electricity and/or power supply for the equipment and devices to operate;

(vi) Not to give away, loan, sell, pledge, mortgage and/or in any way dispose the equipment and devices;

(vii) Not to affix, paint or otherwise exhibit on the exterior of the equipment and devices or any part thereof, any stickers, name plates, marks, signboards, placard, posters and/or advertisement or anything whatsoever without the prior written consent of SNT; not tamper, modify and/or alter the equipment and devices (including the software and firmware therein) without the prior written consent of SNT; and

(viii) Not to do or permit or suffer to be done anything to the equipment and devices which would invalidate the policy of any insurance on the equipment and devices or increase the premium for such insurance beyond the existing risk.

In this respect, the Merchant shall fully indemnify SNT against all liabilities, losses, damages, costs and/or expenses suffered or incurred by SNT arising from or in connection with the Merchant's failure to comply with any of the obligations set out in this Clause 3.1(c).

3.2 Payment

Merchant hereby acknowledges that SNT shall act as an intermediary and enables the Customers to make payment, by using the Customer's S PAY GLOBAL wallet. The Customer Charges to be charged by Merchant shall be inclusive of all taxes and miscellaneous charges and it shall be uniform to all Customers. All Transaction shall be in Ringgit Malaysia only.

3.3 Maintenance

SNT may undertake scheduled maintenance and/or emergency maintenance of the S PAY GLOBAL Merchant App from time to time and when doing so, SNT will use its reasonable endeavour to notify the Merchant of the same. The Merchant shall not make any claims against SNT for non-availability of S PAY GLOBAL Merchant App during the maintenance duration.

3.4 No Warranties of Merchantability and Fitness of Use

SNT disclaims all warranties, express or implied, written or oral, including but not limited to warranties: -

(a) of merchantability and/or fitness for a particular purpose; and

(b) that S PAY GLOBAL Service and S PAY GLOBAL Apps will be available at all times and that it would be uninterrupted and virus/malware/error free.

Section 4

PAYMENT OF SETTLEMENT

4.1 Subject to Sections 4 and 5, any Settlement made shall be remitted by SNT to the Merchant by the Settlement time period ("Settlement Date") of three (3) working days or as otherwise agreed by the Parties. Notwithstanding this, SNT makes no guarantee that the Settlement would be made on the actual date of receipt by the Merchant. SNT may together with each Settlement to the Merchant provide a report ("Settlement Report") containing a breakdown of Settlement for the relevant Transactions undertaken.

4.2 In the event that the Deductions shall exceed the value of all Customer Charges falling due for Settlement on the Settlement Date, the resulting shortfall may be held over by SNT for deduction against the following Settlement when it shall be deducted from that Settlement together with any interest due. However, SNT reserves the right at any time to require such payment.

4.3 All Settlement shall be remitted by SNT to the Merchant's Designated Bank in Malaysia Ringgit (RM) by wire transfer or such other method preferred by SNT.

4.4 SNT may hold back from the Settlement any amounts reasonably required to cover potential or expected Refunds or Charge Back (if applicable) or if Merchant account is being suspended due to irregular transaction patterns detected.

4.5 After each transaction is made, it is the duty of the Merchant to reconcile its sales against transaction recorded in S PAY GLOBAL centralized merchant management account at <https://spayfintech.spayglobal.my/ecs> using Username provided to Merchant upon registration. In case of any discrepancies, Merchant shall inform SNT within fourteen (14) days from the date of notification of the same. In such circumstances, the Merchant shall furnish SNT with the relevant supporting documents evidencing the discrepancy, failing which the Merchant shall be taken to waive its rights to raise any dispute and shall be deemed to have accepted the record in SNT system as correct. However, if the Merchant has given SNT the notification within the time frame as stipulated herein, the Parties shall use all its reasonable endeavours to resolve the discrepancies on a goodfaith basis as soon as it is practicable.

4.6 In the event of any dispute in relation to the Settlement or any payment between the Parties, SNT shall only remit the undisputed amount or part thereof to the Merchant prior to the resolution of such dispute.

4.7 Each Parties shall bear their own cost of any obligation imposed upon them under the applicable law with respect to any taxes or similar items in connection with this Agreement.

4.8 The Merchant shall be responsible to ensure that the details of the Merchant's Designated Bank furnished to SNT are, at all material times, correct and accurate throughout the Term of this Agreement. Should there be any changes in such details, it is the duty of the Merchant to inform SNT of such changes in order for SNT to make the necessary updates. The Merchant's failure to inform SNT of such changes would render them not liable for any loss arising due to the Settlement monies which has been remitted to a wrong account.

Section 5

DISPUTED TRANSACTION

5.1 The Products and Services shall only be provided for by the Merchant only upon confirmation of the Transaction by SNT.

5.2 SNT shall only be responsible for any Transactions that have been confirmed by SNT.

5.3 All disputed Transaction shall be the sole liability of the Merchant.

5.4 SNT shall not be under any obligation or responsibility to investigate any disputed Transaction.

5.5 Where SNT is notified of any invalid or disputed Transactions, SNT will notify the Merchant of the same by email, fax or letter and where possible accompanied by an explanation of the reason for it. Such Transaction will be classified as disputed by SNT and it shall be debited back to Merchant.

5.6 The Merchant hereby agree that it shall be their responsibility to carry out the investigation in respect of any disputed Transactions and shall take all reasonable steps to resolve such disputes with its Customer within fourteen (14) days from the date of notification. The Merchant shall also agree to follow and abide with the procedures for handling disputed Transactions as given and/or determined by SNT from time to time. While the completion of the investigation is still pending, SNT shall have the right to suspend the processing of such Transaction or withhold the Settlement to the Merchant of the amount of such Transaction until the investigation has been successful negotiated.

5.7 A Transaction shall be regarded as invalid by SNT in the event of the following:

- (a) it was declined for a given reason but was still processed by the Merchant;
- (b) it was incomplete, unlawful and unenforceable;
- (c) there was a duplicate transaction; or
- (d) it is not processed as per the S PAY GLOBAL's operating guide as per Appendix A.

5.8 SNT shall not be held liable in any manner whatsoever in the event there is a dispute between the Merchant and the Customer in relation to the Transaction including but not limited to the quality of the Product and/or Services, overcharging or late delivery unless it can be reasonably shown by the Merchant that such dispute arose, directly or indirectly, from the gross negligence, fraudulent act, material default or breach, material errors and/or omissions by SNT in the provision of S PAY GLOBAL Service under this Agreement.

Section 6

PROCEDURES FOR VOID (MERCHANT REFUND)

6.1 When there is a request from a Customer to void a payment that has been made via the S PAY GLOBAL App, the Merchant may either refuse or agree to such request. Voiding of payment can only be made on the same day of payment and/or before settlement has been made.

6.2 When such request to void a payment is agreed to by the Merchant, the following shall be done:

(a) On the same day when the relevant Transaction took place (the "Transaction Day"), the Merchant shall take the necessary steps to void the transaction through the relevant feature which is available in the S PAY GLOBAL Merchant App or through its E-Commerce Services. The Merchant shall make sure that SNT is notified of such payment cancellation on the same day. Once voided, the actual payment amount shall be credited into the Customer's eWallet, whereas the cash back reward earned from the same transaction shall be called back by the system. In such circumstances, SNT shall be entitled to retain the relevant S PAY GLOBAL Service Charges and Bank Charges.

(b) After the Transaction Day, the Merchant shall manually make the refund to the Customer by way of cash payment or voucher or such other way as may be determined by SNT. For the avoidance of doubt, SNT shall be entitled to retain the relevant S PAY GLOBAL Service Charges and Bank Charges.

6.3 SNT shall not be responsible in any manner whatsoever for any losses, claims, damages, costs and expenses incurred by the Customer and/or the Merchant arising from the Refund.

6.4 At all material times, it shall be the duty and responsibility of the Merchant for any abuse or misuse of the “void feature” function which is made available on the S PAY GLOBAL Merchant App and ECS. It shall also be the duty and responsibility of the Merchant at all material times to keep SNT fully indemnified from all liability, losses, damages, cost and expense incurred by SNT arising out of or in connection with the misuse of the same.

Section 7

CAMPAIGN

7.1 SNT may initiate Campaigns from time to time which are to be taken part by the Merchants. The payment terms under these Campaigns shall be agreed by the Parties from time to time. SNT reserves the right to Charge Back should SNT is of the opinion that there is an overpayment to the Merchant for any reason whatsoever.

Section 8

MERCHANT’S OBLIGATIONS

8.1 The Merchant shall not be engaged in any of the following behaviour:

(a) attempts to or tamper, hack, reverse-engineer, modify or otherwise corrupt the security or functionality of SNT’s platform or the S PAY GLOBAL Merchant App or any other associated module / system;

(b) using the S PAY GLOBAL Service for money laundering activities. Under Section 137(1) of the FSA, it is an offence for any person to accept deposits without a licence. Investigations for money laundering will also be undertaken under the AMLA. Upon conviction, a person is liable to a fine of not less than five times the sum or value of the proceeds of an unlawful activities or instrumentalities or RM5 million, whichever is higher, and imprisonment not exceeding 15 years;

(c) using the S PAY GLOBAL Service for any unlawful, illegal and/or immoral activities and/or purposes, including but not limited to the violation of the laws of Malaysia and/or Bank Negara Malaysia’s rules; and

(d) manipulate or exploit SNT’s promotional campaigns/ activities or other S PAY GLOBAL Services/ S PAY GLOBAL Merchant App/ S PAY GLOBAL Customer App (where applicable) in anyway which may be deemed as improper, irregular or dishonest.

Section 9

MERCHANT'S COVENANTS, REPRESENTATIONS AND WARRANTIES

9.1 Merchant hereby covenants, represents and warrants that:

(a) It has the full authority and power to enter into, execute and deliver this Agreement and to carry out and perform the services contemplated under this Agreement;

(b) The execution by the Merchant of this Agreement constitutes a legal, valid and binding obligation on the Merchant;

(c) the execution, delivery and performance of this Agreement will not violate any order, judgment or decree against or binding upon Merchant;

(d) it shall comply with all applicable consumer, personal data protection and other laws and regulations with respect to:

(i) the usage of S PAY GLOBAL Service;

(ii) the dealings with the Customer; and

(iii) the processing, use and disclosure of the Customers' data;

(e) Its login name and password shall be kept safely and confidential. In the event of the failure of the Merchant in doing so, SNT shall be kept fully indemnified from all liability, losses, damages, cost and expense incurred by SNT arising out of or in connection with the misuse of the same. SNT shall be notified immediately notify by the Merchant upon learning of any unauthorized use of its login name and/or password;

(f) It shall observe the guidelines, procedure or such other updates as provided by SNT from time to time during the term of this Agreement;

(g) It shall install any updates, fixes and patches whenever they are made available or notified of its availability by SNT;

(h) It has the necessary licenses and approvals from the government or any regulatory body for offering such Products and/or Services and to perform its obligations under this Agreement and shall at obtain and maintain the same at its own cost and expense;

(i) It shall at all times, display the logo and other such trademarks of S PAY GLOBAL that may be mutually agreed at the retail outlet or trading platform of the Merchant;

(j) It shall provide the information as required by SNT at the time when it desires to become the Merchant of SNT;

(k) It shall not sell any products and services which is detailed as Prohibited items as contained in Appendix B and such other prohibited items which may be notified by SNT from time to time;

(l) It shall be solely responsible for all Customer service issues relating to the Transaction, Products and Services sold by the Merchant, including but not limited to Customer Charges, order fulfilment, order returns, refunds, exchanges and adjustments, rebates, functionality and warranty, technical support, customer complaints and feedback concerning experiences with its personnel, policies or processes and the Merchant shall bear any and all expenses and/or costs relating thereto;

(m) It shall use S PAY GLOBAL only for own transactions and not third party;

(n) It shall not conduct and/or carry out any unlawful or illegal transactions using S PAY GLOBAL Services;

(o) It shall immediately report to SNT upon the discovery of any fraud, theft, loss, unauthorized usage or any other occurrence of unlawful or illegal acts in relation S PAY GLOBAL Service, S PAY GLOBAL Merchant App/ S PAY GLOBAL Customer App and/or their respective use. The Merchant agrees to lodge a police report whenever instructed by SNT and to give SNT a certified copy of such report;

(p) It shall give full cooperation with SNT and provide all Transaction related details required by any government or regulatory body;

(q) It shall be responsible for all other equipment, including upgrades and modifications required (other than the equipment and terminals provided by SNT) necessary to be used in order to carry out the Transactions made by the S PAY GLOBAL Service and S PAY GLOBAL Merchant Apps;

(r) It shall be responsible for the security and integrity of all information and data transmitted, disclosed and/or obtained through the use of the S PAY GLOBAL Service and/or S PAY GLOBAL Merchant Apps; it shall not:

(i) Discriminate the S PAY GLOBAL Merchant App against other modes of payment;

(ii) Discriminate Customers seeking to make payment using the S PAY GLOBAL Customer Apps against Customers using other modes of payment; and

(iii) Impose any restrictions and/or conditions on the use of S PAY GLOBAL Customer/ Merchant App as a mode of payment other than that approved or prescribed by SNT.

(s) It shall not charge the Customer any additional fee or charges other than the Customer Charges and the goods and service tax as imposed by law;

(t) It shall keep proper account and correct copies of all documents/records relating to the Transactions and SNT shall be allowed at any reasonable time to inspect or take copies of all such documents provided that prior reasonable notice of such inspection is given to the Merchant. It is further agreed that such documents and records shall be preserved for a period of at least two years from the transaction date;

(u) It shall not use the S PAY GLOBAL Service and/or S PAY GLOBAL Merchant App in any manner and/or engage in any activities which is prejudicial to SNT and/or in any manner which in SNT's opinion would bring disrepute to them;

(v) It shall ensure that the account registered by the Merchant on S PAY GLOBAL Merchant App remains personal to itself and it shall not register an account on behalf of any third party or in any way transfer/assign the account to any third party without SNT's prior written consent;

(w) It shall be solely responsible for the outlets and staffs' of S PAY GLOBAL Merchant App account management and SNT shall not be responsible for any consequences arising from the abuse or misuse of the QR codes; and

(x) It shall not use the S PAY GLOBAL Services and/or S PAY GLOBAL Merchant App in a manner which in SNT's opinion to be dishonest or malicious in intent or in bad faith.

9.2 Pursuant to the Credit Reporting Agencies Act 2010 ("CRA Act"), Central Bank of Malaysia Act 2009 and all other relevant laws and regulations, the Merchant hereby give SNT the consent to do the following:

(a) To appoint any other third party or CTOS Data Systems Sdn Bhd ("CTOS") or RAM Credit Information Sdn Bhd ("RAMCI") or other registered credit reporting agencies under the CRA Act ("We/Us") to process its information and its shareholders', officers' and employees' personal data ("Data").

(b) To conduct background/business/credit/trade check, CCRIS and DCHEQS checks on them/its shareholder/officers/employees at any time for as long as we have an on-going business/trade relationship for any one or more of the following purposes:

Pre-screening a prospective client/customer /supplier / contract

Opening of account

Credit / Account monitoring

Debt recovery Credit / Account evaluation

Credit / Account review

Legal documentation consequent to a contract or facility granted

(c) To allow CTOS, RAMCI and all other credit reference agencies which are registered under the CRA Act, to release your credit report/credit information to us (including our agents or our affiliated companies) for the abovementioned purposes.

(d) To process your Personal Information as required under the Personal Data Protection Act 2012.

Section 10

ADVERTISING AND PROMOTION

10.1 The Merchant shall participate in all promotional/advertising schemes which may be introduced by SNT from time to time.

10.2 Unless otherwise expressly specified by SNT in writing, the Merchant shall procure all marketing and promotional materials directly from SNT.

10.3 In the event that the Merchant is desirous of producing its own materials in promoting S PAY GLOBAL Services, all usage of SNT's Intellectual Property Rights, including without limitation its logo and brand name shall be subject to SNT's prior written approval. The Merchant shall send copies of all materials containing SNT's Intellectual Property Rights to SNT's e-mail address as indicated in this Agreement before SNT may consider whether to approve the Merchant's request for such use.

10.4 Upon SNT's request, the Merchant shall display S PAY GLOBAL brochures and/or other publicity material brochures provided by them at a prominent place in its premises.

10.5 SNT or its agents shall at all reasonable times have the right to enter and inspect the retail outlet or trading premises of the Merchant but subject to the Merchant being given prior notice of such intention.

10.6 The Merchant shall participate in initiatives that SNT may announce from time to time, such as new customer acquisition activities including those assisted by a promoter funded by SNT, in customer promotional campaigns and other forms of Merchant loyalty programs etc.

10.7 The Merchant hereby agrees that SNT may from time to time, display the Merchant's logo, branding (including any marks and/or images available on public domains) on its platform without further approval from the Merchant and the Merchant shall indemnify SNT against any and all actions, proceedings, costs, claims, demands, loss, damages, liabilities and expenses(including but without limitation, legal fees, costs and expenses)howsoever incurred, suffered, paid or payable by SNT in anyway arising from such usage.

Section 11

EXCLUSION OF LIABILITY

11.1 To the extent as permitted by law, SNT shall not be liable for any claim made by the Merchant and/or any Third Party, on any theory of liability, for loss of profit,

special, indirect, consequential or punitive damages (as opposed to direct or actual damages) (whether or not the claim therefore is based on contract, tort or duty imposed by any applicable legal requirement) arising out of, in connection with, as a result of, or in any way related to, this Agreement, the transactions contemplated hereby or thereby, or for any act or omission or event occurring in connection therewith, and the Merchant hereby waives, releases and agrees not to sue upon any such claim or any such damages, whether or not accrued and whether or not known or suspected to exist in its favour except for the Settlement which is due and payable to the Merchant in accordance with this Agreement.

Section 12

INDEMNITY

12.1 The Merchant shall fully indemnify and hold SNT harmless from and against any and all losses, damages, liabilities, obligations, fees, claims, cost and expenses (including but without limitation, legal fees, costs and expenses) incurred by the Merchant in respect of or in connection with any and all actions, suits, claims, demands and/or proceedings brought against SNT with respect to, in connection with or resulting from:

(a) Inaccuracies or breach or non-performance by the Merchant of any of its undertakings, warranties, covenants, declarations or obligations under this Agreement; and

(b) Any claim brought by a Customer with respect to the Products and/or Services provided by the Merchant (including Refund).

Section 13

CONFIDENTIALITY

13.1 All Confidential Information disclosed or communicated by SNT to the Merchant or obtained by the Merchant from SNT in connection with this Agreement shall be treated as Confidential Information unless the information:-

(a) becomes part of the public domain and widely available without any fault on the Merchant.

(b) is already known to the Merchant prior to receipt from SNT.

(c) is or was lawfully received by the Merchant from a third party;

(d) is independently developed by the Merchant; or

(e) is required to be disclosed by operation of law and if the Merchant is required to disclose under this clause, the Merchant shall, if possible, disclose only to the minimum as required to be complied with the law.

13.2 The Confidential Information shall be held in strict confidence by the Merchant. The Merchant shall ensure that all necessary safety measures are taken in order to keep the Confidential Information secured and protected. The Merchant shall further ensure that the Confidential Information is secured from unauthorised access from internal and external parties and that all Confidential Information used, stored and/or processed shall be free from virus, malware or other malicious codes.

13.3 The Confidential Information shall only be used, copied, reproduced, distributed or disclosed by the Merchant strictly for the purposes contemplated under this Agreement only. The Confidential Information may, however, be disclosed:

(a) to its employees, its legal advisers, financial advisers and/or authorised agents strictly on a need to know basis for the purpose of implementation or performance of this Agreement only provided always that its employees, legal advisers, financial advisers and/or authorised agents has executed a confidentiality undertaking as per under this Agreement and the Merchant shall indemnify SNT for any damages, losses, cost and expenses suffered or incurred by SNT arising out of or in connection with any breaches thereof by its employees and advisers; and/or

(b) If its disclosure becomes mandatory pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, laws or any acts of authority or rules of any stock exchange, or is for the purposes of court proceedings.

13.4 Where the Merchant is required to disclose any Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, laws or any acts of authority or rules of any stock exchange, or is for the purposes of court proceedings, the Merchant:

(a) Shall where it is practicable, give SNT twenty four (24) hours' notice of the requirement to disclose the Confidential Information so that SNT shall have the opportunity to protect the confidentiality of its Confidential Information; and

(b) Shall provide SNT with a copy of the Confidential Information that the Merchant is required to disclose.

13.5 Upon the expiry or termination of this Agreement, the Merchant shall promptly return to SNT its Confidential Information or, where instructed, destroy Confidential Information of SNT and immediately cease using all Confidential Information. Where required by SNT, the Merchant shall provide to SNT a written

undertaking confirming that it has fully complied with the confidentiality requirements and that it is not in possession or control of any of SNT's Confidential Information or that the Confidential Information has been destroyed.

13.6 The Merchant shall ensure that each of its personnel strictly complies with the obligations under Clause 13 herein.

13.7 All ownership and Intellectual Property Rights in SNT's Confidential Information shall remain vested in SNT and/or its lawful licensors.

13.8 The Parties herein agree that SNT shall be entitled to obtain injunctive relief, or any other restraining or any other appropriate order against the Merchant in the event of any threat or disclosure of Confidential Information.

13.9 The obligations of the Merchant in this Clause 13 shall survive for a period of five (5) years after the termination or expiry of this Agreement.

Section 14

INTELLECTUAL PROPERTY RIGHTS (IPR)

14.1 The Merchant acknowledges that the copyright, designs, trademarks and other Intellectual Property Rights comprised in the information, text, graphics, scripts, software, technology, music, sound, photograph, logos, widgets, documents and/or any materials provided by SNT ("SNT's IPR") shall be the sole and exclusive property of SNT and/or its licensors.

14.2 Any utilization of SNT's IPR by the Merchant shall strictly be in accordance with the instruction and guidelines issued and as communicated by SNT from time to time and such utilization shall only be solely for the purposes of carrying out the activities as contemplated in this Agreement.

14.3 The Merchant shall further agree and undertake that save as expressly permitted in this Agreement it shall not without SNT's prior written consent:

(a) Reproduce, copy, reverse compile, adapt, modify, distribute, commercially exploit, display, broadcast, hyperlink or transmit in any manner or by any means or store in an information retrieval system any part of SNT's IPR; and

(b) Create or use derivative works from SNT's IPR.

Section 15

DATA PROTECTION

15.1 The Merchant shall always endeavour to keep all data and/or personal information related to the Transaction under this Agreement secure and will follow the practice of the industry and any guidelines issued by any regulatory authority from time to time. As part of the data security obligations Merchant shall not store any written record of the S PAY GLOBAL wallet authentication information (PIN/ OTP) in any place or in such manner which may enable any third party to gain access to such data and/or personal information. The Merchant shall acknowledge and agree that it shall not store any credentials of their Customers in its S PAY GLOBAL wallet in any form including, but without limitation to, by creating logs. In the event that any of the data and/or personal information has been disclosed or used by a third party due to Merchant's failure to keep to this obligation, SNT shall not be held liable for any claims by a third party arising in such circumstances.

Section 16

SUSPENSION OF MERCHANT'S S PAY GLOBAL SERVICE

16.1 SNT shall be entitled to immediately suspend the S PAY GLOBAL Service (including withholding any Settlement to the Merchant) without any liability to the Merchant, by giving prior written notice to the Merchant if, SNT is of the opinion that:

(a) The Merchant has committed a breach or breaches of any warranty, terms and conditions of this Agreement; and

(b) In the event of the occurrence of the circumstances as stipulated in Clause 17.1(b) and/or in Clause 17.1(c) or is committed by the Merchant.

16.2 Notwithstanding the issuance of such suspension, SNT shall retain its rights to terminate this Agreement under Clause 17 with respect to the same breach and/or event.

Section 17

TERMINATION OF AGREEMENT

17.1 Without prejudice to any other rights or remedies which SNT may possess, SNT shall have the right to terminate this Agreement without any liability owing to the Merchant, in the event of the following:

(a) The Merchant has committed a material breach of any warranty, terms and conditions of this Agreement and such breach is incapable of being remedied or where it is capable of being remedied, such remedy is not carried out within thirty (30) days of receipt of notice of breach by the aggrieved Party specifying the nature of the breach;

(b) The provision of the S PAY GLOBAL Services or any part thereof becomes unlawful under any laws in Malaysia;

(c) SNT's license and/or approval under the relevant legislation which is necessary to provide the S PAY GLOBAL is suspended, revoked or terminated and another license of that type is not immediately granted or issued to SNT;

(d) The Merchant has been adjudged bankrupt;

(e) The Merchant has become insolvent or compounds with or makes arrangement with its creditors;

(f) The Merchant has a winding up order made against it;

(g) A receiver, manager, official manager, provisional liquidator, liquidator, or like official is appointed over the whole or a substantial part of the undertaking and property of the Merchant and such appointment is not withdrawn, revoked or annulled within a period of ninety (90) days from the date of such appointment;

(h) a holder of an encumbrance takes possession of the whole or any substantial part of the undertaking and property of the Merchant and such action is not withdrawn, invalidated or reversed within a period of ninety (90) days from the date of such appointment;

(i) The Merchant has ceased its business;

(j) The Merchant is unable to justify the occurrence of a downtime and not being able to resolve the problem within the reasonable timeline as stipulated by SNT;

(k) There is a change in the management, constitution, nature or control of the Merchant's business after the date of this Agreement; or

(l) The Merchant is in breach of any acts, statutes, laws, by-laws, rules and/or regulations imposed by any party, regulatory body, or government agency.

17.2 Notwithstanding anything to the contrary, SNT may terminate this Agreement, without any liability whatsoever to the Merchant, and without assigning any reason whatsoever, by giving seven (7) days written notice to the Merchant.

-

Section 18

EFFECT OF TERMINATION OR EXPIRY OF AGREEMENT

18.1 The termination or expiry of this Agreement, in whole or in part, does not operate as a waiver of any breach by a Party of any of its provisions and is without prejudice to any rights, liabilities or obligations of any Party which have accrued up to the date of termination or expiry including the right of indemnity.

18.2 Upon the termination or expiry of this Agreement by either Party for whatsoever reason, the following shall apply:

(a) Any accrued amounts which remains payable shall become immediately due and so payable. Whatsoever balance which is remaining with SNT (less any monies, damages, cost and expenses due to SNT) shall be remitted back to the Merchant's Designated Bank Account by SNT.

(b) The Merchant shall then forthwith return to SNT such equipment, originals and any copy of any software, books, documents, records, papers and materials belonging to or provided for by SNT which is in its possession.

(c) The Merchant shall immediately cease to hold itself out as a S PAY GLOBAL Merchant;

(d) The Merchant shall immediately cease to use S PAY GLOBAL Services, SNT's IPR and remove all signs, names, insignia, advertisements and/or any other material which identifies it as part of the network of SNT and shall return to SNT all literature and other material relating to SNT which is in its possession.

Section 19

MODIFICATION OF TERMS; CHANGES TO SERVICES

19.1 SNT shall have the right to vary, revise and/or modify the terms of this Agreement provided that written notice is given to the Merchant and that the areas of variation shall be stated therein. Such variation, revision or modification shall be made valid and effective:

(a) where such variation, revision and/or modification is to comply with legal or regulatory requirements, upon the immediate posting of the varied, revised and/or modified terms of this Agreement on SNT's website or upon notification to the Merchant via electronic communication or in writing; or

(b) where such variation, revision and/or modification is other than the circumstances as stipulated in Clause 19.1 (a), after twenty one (21) days from the date of posting of the varied, revised and/or modified terms of this Agreement on SNT's Website or from the date of issuing the electronic or written notification to the Merchant.

19.2 The Merchant shall agree to keep SNT updated of any revisions in its company's corresponding address, telephone number, email addresses or business ownership via merchant@spayglobal.my

19.3 If the Merchant is in dispute of any variation and/or revision to the Agreement, the Merchant may file an appeal to SNT. It is agreed by both parties that a table discussion should be held for the purpose of resolving such dispute amicably. In the event of both parties not being able to a common understanding, the Merchant may apply to terminate this Agreement with written notice given to SNT within 7 days from the date of which the last discussion has been held between the parties.

19.4 Except as otherwise provided in this Agreement, in the event the Merchant terminates this Agreement, any fees paid by the Merchant are non-refundable.

19.5 By continuing to use S PAY GLOBAL Services after any revision to this Agreement, the Merchant agrees to abide by and be bound by any such revisions or changes.

Section 20

FORCE MAJEURE

20.1 Neither Party shall be liable for any cost or otherwise, for any delay and/or failure in the execution of their respective obligations if such delay or failure is due to any acts of God, force majeure, riots and civil commotions, strikes, lockouts, or other labour disturbances, fire, war and other causes or perils beyond the party's control.

20.2 Upon the happening of the events of Force Majeure, the affected Party who is prevented or delayed in the performance of any obligation under this Agreement shall give written notice thereof to the other Party within seven (7) days of the occurrence of such event, specifying the details which constitutes Force Majeure and the anticipated period during which such prevention, interruption or delay may continue.

20.3 Where it is possible, the Parties shall take all endeavours to diligently mitigate or remove the effects of Force Majeure. Upon receipt of the notice of Force Majeure, either Party shall confer promptly with the other and agree to any possible course of action to remove or alleviate such effect and shall seek reasonable methods of resuming full performance of its obligations and achieving the objectives under this Agreement.

Section 21

DISPUTE RESOLUTION

21.1 If at any time any disputes or differences shall arise between the Parties hereto with regards to this Agreement or the interpretation herein, either Party shall, as soon as reasonably practicable, give to the other notice in writing ("Dispute Notice") of the existence of such dispute or difference by specifying the nature of the dispute and the name of its representative who is authorised to deal with the dispute for the parties therein. The Parties and/or its authorised representative shall attempt, in good faith, to resolve the dispute/differences thereof promptly by negotiation.

21.2 In the event that the dispute cannot be resolved amicably between the Parties within thirty (30) days from the date of the Dispute Notice, the dispute shall be referred for arbitration before a single Arbitrator which is to be agreed to by both of the parties. The place of arbitration shall be in Kuching, Sarawak and the decision of the Arbitrator shall be final and binding.

21.3 A Party shall not be prevented from seeking or obtaining an enjoining order, interim order or interim relief in the court prior to the arbitral tribunal being instituted.

21.4 Recognition and enforcement of the arbitration award may be rendered in any court of competent jurisdiction, as the case may be.

21.5 Each of the Parties herein hereby expressly waive any right under any relevant laws and regulations, decrees or policies having force of law that would otherwise give a right to appeal against the decision of the arbitral tribunal at its fullest extent so long as the law permits, and the Parties agree that no Party shall appeal to any court against the award or decision contained therein.

21.6 No Party or person involved in any way in the creation, coordination or operation of the arbitration of any Dispute may disclose the existence, content or results of the Dispute or any arbitration conducted under this Agreement in relation to that Dispute unless the same is required by law or rules governing stock exchange.

21.7 Notwithstanding the provision of this Clause 21, a Party may pursue remedies for breach of confidentiality under Clause 13 and/or with respect to its Intellectual Property Rights in the Malaysian courts.

Section 22

GENERAL TERMS

22.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto with respect to the matters dealt with therein and shall revoke and supersede any previous agreement, either oral or written, made between the parties hereto in relation to such matter. Each of the Parties hereto hereby acknowledges that in entering this Agreement, it has not relied on any representation or warranty save as expressly set out herein or in any document referred to herein.

22.2 NOTICES

Any notice or other communication to be given under or in respect of this Agreement shall be made in writing in the English language and shall be deemed to be delivered when given or sent by:-

- (a) if delivered by hand, upon delivery with acknowledgement;
- (b) if sent by mail, after three (3) Business Days of postage;
- (c) if sent by electronic mail, twenty-four (24) hours after e-mail is sent provided always a copy thereof is sent by post.

For SNT:

Address : # F12 1st Floor, Mall 2, CityOne Megamall, Jalan Song, 93350, Kuching, Sarawak.

Attention : Mr Chin Zan Kiun

Email : zkchin@snt.com.my

For the Merchant:

The address and email as stated in the Merchant Registration Form or otherwise provided by Merchant to SNT.

22.3 Successors bound

This Agreement shall be binding on and shall ensure for the benefit of the successors and assigns and the personal representatives (as the case may be) of each of the parties hereto and it shall continue to be valid and is enforceable by either of the parties against the other party, as the case may be.

22.4 Severability

If any term, condition, stipulation, provision, covenant or undertaking of this Agreement is or may become under any written law, or is found by any court or administrative body or competent jurisdiction to be illegal, void, invalid, prohibited or unenforceable then:

(a) such term, condition, stipulation, provision, covenant or undertaking shall be ineffective to the extent of such illegality, voidness, invalidity, prohibition or unenforceability;

(b) the remaining terms, conditions, stipulations, provision, covenants or undertaking of this Agreement shall remain in full force and effect; and

(c) the parties shall use their respective best endeavours to negotiate and agree a substitute term, condition, stipulation, provision, covenant or undertaking which is valid and enforceable and achieves to the greatest extent possible the economic, legal and commercial objectives of such illegal, void, invalid, prohibited or unenforceable term, condition, stipulation, provision, covenant or undertaking.

22.5 Waiver

No failure to exercise and no delay in exercising on the part of any of the parties hereto any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies otherwise provided by law.

22.6 Governing law

This Agreement shall be construed in accordance with the laws of Malaysia. If any dispute arises out of, or in connection with this Agreement, the Parties shall first discuss between the senior management of each Party. If the Parties fail to settle the dispute amicably within thirty (30) days from the date of the disputed notice, either

Party shall submit all their disputes to the exclusive jurisdiction of the Courts of Malaysia.

22.7 Parties Relationship

Nothing in this Agreement shall constitute or be deemed to constitute a relationship of employer-employee, partnership, collaborators, joint-venture or principal-agent between any of the parties hereto and none of them shall have any authority to bind others in any way.

22.8 Variation

(a) Subject to the limitations of applicable law, we may at any time vary, revise, change, amend, withdraw, substitute or remove any of the terms and conditions herein.

(b) A notice of such amendment and/or variation shall be posted on SNT's Website or the S PAY GLOBAL Merchant App. Within twenty-one (21) days from the date of the posting, the amendment and/or variation of the terms and conditions shall be effective and binding upon you. SNT may also issue a notice via email, electronic correspondence or any other modes of communication to you concerning such amendment and/or variation. Notwithstanding the foregoing, advance notice of any change may not be given if it is necessary to make any such change immediately in order to maintain or restore the security of the Card or any related payment system.

(c) By continuing the use of the Services after the effective date of the notice of amendment and/or variation, you are deemed to accept such variation and/or amendment without any reservation by you.

(d) If the proposed variation and/or is not acceptable to you, you are entitled to terminate the use of your Account by contacting SNT via the S PAY GLOBAL Merchant App, and the provisions relating to termination above shall apply.

(e) Notwithstanding the above, SNT specifically reserve the right to terminate the Services (in whole or in part), any program, feature, function or benefit thereunder at any time with or without prior notice at our sole discretion. SNT may from time to time issue additional terms and conditions for the Services if so required.

APPENDIX A

S PAY GLOBAL OPERATING GUIDE

1. The Merchant is strictly not allowed to perform or allow its customer to perform any dishonest transactions via S PAY GLOBAL. For the avoidance of doubt, practices such as intentionally splitting a single sale for product and services price less than the wallet limit into multiple transactions for the purpose of gaining more campaign rewards set by SNT, shall be considered as a dishonest transaction.
2. The Merchant shall not process a transaction after receiving decline response with the exception of the following: System failure for that transaction, Transaction time-out, Customer Request to reprocess.
3. The Merchant shall stop processing the Transaction as soon as SNT has informed the Merchant to do so.
4. The wallet transaction shall not be a payment for goods or services that violates any relevant governing law or for goods and services which is outside the description of the Merchant's business.
5. The Merchant shall not attempt to levy any service charge for use of S PAY GLOBAL system and shall not attempt to or set any minimum transaction limit for any Transaction it's customer wish to make via S PAY GLOBAL wallet.

APPENDIX B

PROHIBITED ITEMS

1. Goods and services which contains pornography and other sexually suggestive materials (in the form of literature, imagery and other media), escort or prostitution services;
2. Body parts which includes organs or other body parts;
3. Goods and services which contains child pornography;
4. Copyright unlocking devices which includes Mod chips or other devices designed to circumvent copyright protection;
5. Any goods containing drugs, herbal drugs and any drug paraphernalia which includes illegal drugs and drug accessories;
6. Drug test circumvention aids which includes drug cleansing shakes, urine test additives, and any such related items;
7. Hacking and cracking materials which includes manuals, how-to guides, information, or equipment enabling illegal access to software, servers, websites, or other protected property;
8. Illegal goods, which includes materials, products, or information promoting illegal goods or enabling illegal acts;
9. Offensive goods, which includes literature, products or other materials that: (a) contains defamatory or slanderous statements and/or remarks and/or elements; (b) encourages or incites acts of violence; (c) promotes intolerance or hatred;

10. Offensive goods which may be evidence of a crime which includes crime scene photos or items, such as personal belongings associated with criminals;
11. Weapons which includes firearms, ammunition, knives, brass knuckles, gun parts, and other armaments;
12. Any product or services which are not in compliance with any applicable laws and regulations in Malaysia.