

USER / MERCHANT AGREEMENT FOR ZPAY

YOU AGREE THAT THIS USER AGREEMENT WILL BE EFFECTIVE AS TO ALL USERS ON 1ST JANUARY 2019 BETWEEN formerly known as ZNN Technology Centre Sdn Bhd.

ZPAY SOLUTION (JR0127492-X), subsidiary company of ZNN Technology Centre Sdn Bhd (757984-T) a company incorporated in Malaysia and having its registered and/or principal place of business located at No. WISMA ZNN GROUP, 3A & 3B, Jalan Pendidikan 8, Taman Universiti, 81300 Skudai, Johor, Malaysia (hereinafter referred to as “ZPAY”)

AND

USER or USER / MERCHANT of ZPAY

NOW IT IS HEREBY AGREED:

1. Definitions and Interpretation

“Acts and Regulations”	means all relevant Acts and Regulations which govern and/or regulate Electronic Transactions and Commerce; but not limited to Patents Act 1983, Computer Crimes Act 1997, Digital Signature Act 1997, Copyright Act 1997, Consumer Protection Act 1999, Consumer Protection (Electronic Trade Transactions) Regulations 2012, Payment Systems Act 2003, Electronic Commerce Act 2006, Personal Data Protection Act 2010, Companies Act 2016, Contract Act 1950, Income Tax Act 1967, Finance Act 2018, Guidelines on Taxation for Electronic Commerce Transactions 2019, Evidence Act 1950 and Penal Code (Act 574).
“Agreement”	means this Agreement and the Privacy Policy including all amendments and modifications mutually agreed in writing by the Parties from time to time.
“ZPAY”, “ZPAY”, "we", "us" or "our”	means representative company ZPAY SOLUTION (ZPAY). ZPAY is the brand owner of “ZPAY”, an online payment gateway service
“ZNN”	Means ZNN TECHNOLOGY CENTRE SDN BHD (Company No. 757984-T), a company incorporated in Malaysia and having its registered and/or principal place of business located at Wisma ZNN Group, No. 3A Pendidikan 8, Taman Universiti, 81300 Skudai, Johor, Malaysia. ZNN TECHNOLOGY CENTRE SDN BHD is the collaborative partner of ZPAY. ZNN TECHNOLOGY CENTRE SDN BHD is registered with PayNet, which provide FPX services. ZNN registered as a PSA with Bank Islam Malaysia Berhad (BIMB).
“Banks / Financial Institution”	means any organisation licensed and authorised by Bank Negara Malaysia that is engaged by Parties or either Party for the fulfilment of ZPAY Services.
“Business Day”	means any day (excluding Saturdays, Sundays and federal holidays) on which banks in Kuala Lumpur, Malaysia are open for business.

“Chargeback”	means a bank-initiated refund for a credit card purchase. Rather than request a refund from the USER / MERCHANT who facilitated the purchase, cardholders can dispute a particular transaction by contacting their bank and requesting a chargeback.
“Confidential Information”	means all information which prior to or upon its disclosure is designated as confidential by one Party (“Disclosing Party”) to the other Party (“Receiving Party”), or which should reasonably be considered as information of a confidential nature by the Receiving Party.
“Consumer / Customer”	means a USER who is buying goods and/or services from a USER / MERCHANT and using ZPAY Services to authorize payments.
“Consumer Protection”	has the meaning ascribed to it in the Consumer Protection Act, 1999 and Consumer Protection (Electronic Trade Transactions) Regulations, 2012
“Effective Date”	means the date of this Agreement.
“Information”	means any Account information that USER / MERCHANT provides to us, including but not limited to organization information, financial information, or other information related to USER / MERCHANT or USER / MERCHANT business.
“USER / MERCHANT”	means a USER who is selling goods and/or services to a Customer and using ZPAY Services to collect and/or disburse payments.
“Parties”	means ZPAY and USER / MERCHANT collectively.
“Party”	means either ZPAY or USER / MERCHANT.
“Payment Method”	means the payment method used to pay a transaction. The following payment methods may be used (subject to availability): online banking, debit/credit/prepaid card, e-money, balance and redemption codes.
“Personal Data”	has the meaning ascribed to it in the Personal Data Protection Act, 2010 (PDPA) which means any information in respect of commercial transactions, which is being processed wholly or partly by means of equipment operating automatically in response to instructions given for that purpose; is recorded as part of a relevant filing system or with the intention that it should form part of a relevant filing system; is recorded with the intention that it should wholly or partly be processed by means of such equipment; or that relates directly or indirectly to a data subject, who is identified or identifiable from that information or from that and other information in the possession of a data user, including any sensitive personal data and expression of opinion about the data subject; but does not include any information that is processed for the purpose of a credit reporting business carried on by a credit reporting agency under the Credit Reporting Agencies Act, 2010.
“Service Fee”	means the fee payable by USER / MERCHANT to ZPAY under this Agreement.
"Substantial Change"	means a change to the terms of this Agreement that reduces USER / MERCHANT rights or increases USER / MERCHANT responsibilities.
“Support Service”	means additional service as may be requested and required by USER / MERCHANT beyond ZPAY Services.

“ZPAY Account”	means an account that is registered in ZPAY Payment Service system under USER / MERCHANT.
“ZPAY Services”	means all our services such as Billing, Payment Form, Mass Payments, API and any other features, technologies and/or functionalities offered by us on our website or through any other means.
“Trademarks”	means all trademarks and logos of ZPAY that exist now or in the future, both registered and non-registered, all as may be specified by ZPAY from time to time.
"User" or "you"	means any individual or organization using ZPAY Services including USER / MERCHANT.
“Website” or “Software”	means https://www.zpay.my

- 1.1 Words bearing the singular in this Agreement shall include the plural and vice versa.
- 1.2 Titles and headings in this Agreement are used for convenience and ease of reference only, and in no way define, limit, extend or describe the scope and intent of this Agreement.

2. APPOINTMENT AND RELATIONSHIP

- 2.1 By registering a ZPAY Account via ZPAY Website, USER / MERCHANT hereby appoint ZPAY as an **AUTHORISED COLLECTION AGENT** for the provision of ZPAY Services in accordance with the terms of this Agreement and ZPAY hereby agrees to accept the appointment for the provision of ZPAY Services to USER / MERCHANT. As an **AUTHORISED COLLECTION AGENT**, ZPAY are not required to register with Bank Negara Malaysia (BNM). All the systems are provided by ZPAY (with its collaboration with ZNN TECHNOLOGY CENTRE SDN BHD and its Partners namely PayNet). These are the companies that already been registered with BNM.
- 2.2 In providing ZPAY Services, the Parties agree that ZPAY acts only as the Software for USER / MERCHANT to present bills and collect payments via Internet. ZPAY does not have any control over the goods and/or services that are transacted by the USER / MERCHANT. Accordingly, ZPAY does not have any onus or liability whatsoever to ensure that the Customers that transact with the USER / MERCHANT will in fact complete their transactions.
- 2.3 You acknowledge ZPAY is not Financial Institutions and have no control over the Financial Institutions uptime and availability.
- 2.4 ZPAY’s online debit card payment services are using FPX provided by ZNN TECHNOLOGY CENTRE SDN BHD (a registered merchant) which are governed by PayNet whereby Payments Network Malaysia Sdn. Bhd. (PayNet) is the holding company for the PayNet Group and duly registered with BNM.
- 2.5 ZPAY shall from time to time, reserve all its rights to adjust and amend the contents and interfaces of ZPAY Services and the Website, provided such adjustment and amendment shall not adversely affect ZPAY Services. We will provide USER / MERCHANT with 30 Days' prior notice of any Substantial Change via email. For the avoidance of doubt, posting of the Substantial Change on the Website shall constitute an effective delivery of the Substantial Change to the USER / MERCHANT.

- 2.6 If such adjustment or amendment leads to necessary changes in USER / MERCHANT software or website, interfaces or operating procedures of the USER / MERCHANT, ZPAY will highlight this in the Substantial Change. You shall bear the costs at USER / MERCHANT end in relation to such adjustment and amendment, and in ensuring business as usual.

3. TERMS OF SERVICE

- 3.1 We operate the ZPAY payment services gateway as an Authorised Collection Agent to enable USER / MERCHANT to receive payments through credit card and e-banking. If you use the service, then you agree to these terms. Some content of the payment services may have additional or different terms and conditions that supplement these terms.
- 3.2 ZPAY may update these terms from time to time, and the changes will be effective after posting at the Website or notice to you. Continued use of the ZPAY indicates your re-acceptance of the revised terms. The most recent revision date for these terms is identified above. These terms are intended to apply evenly across many places and customs to ensure fairness, uniformity and better service levels for all users of ZPAY services. By using the ZPAY, you confirm that you have reviewed these terms with ample opportunity to get advice and to choose from other payment alternatives. ZPAY may reasonably rely on these understandings. ZPAY shall conduct due diligence upon the USER / MERCHANT from time to time, in ensuring the USER / MERCHANT business adhered to the terms and conditions of this Agreement. In any event, ZPAY reserves the right to terminate your access to all or any portion of the services at any time.

4. SERVICE FEE

- 4.1 The Service Fee shall be in Malaysia Ringgit (“RM”) unless agreed otherwise.
- 4.2 Your Service Fee shall be based on USER / MERCHANT preferred pricing package:
- (i) *ZPay Love Package (Gov Agencies & NGO Only):*
 - *Setup Fee (RM) : **FREE***
 - *Annual Fee : **FREE***
 - *Duration Setup : within 45-60 Working Days (Subject to Approval by BNM)*
 - *Account Receiver : Merchant / ID Seller*
 - *Settlement : Same Day or Next Business Days*
 - *FPX Fee : **RM0.50** per transaction*

 - (ii) *ZPay Basic Package :*
 - *Setup Fee (RM) : **FREE***
 - *Annual Fee : **FREE***
 - *Duration Setup : 48 Hours (working days)*
 - *Account Receiver : Merchant*
 - *Settlement : Same Day (Before 11.00am) or Next Business Days (After 11.00am)*
 - *FPX Fee : **RM1.50** per transaction*

 - (iii) *ZPay Executive Package :*
 - *Setup Cost : RM 999 setup fee*
 - *Annual Fee : RM399/year*
 - *Duration Setup : 14-20 working days*
 - *Acc Receiver : Your Acc*
 - *Settlement : ID Seller Account (Own Acc)*
 - *FPX Fee : **RM0.98** per transaction*

- 43 USER / MERCHANT can stop using ZPAY at any time by stopping all collections and will continue to have access to USER / MERCHANT ZPAY Account subject to Clause 6, 7 and 8. To the extent permitted by the applicable law, the Service Fee is non-refundable. We may terminate USER / MERCHANT account at our discretion. There shall be NOREFUND for termination related to conduct that we determine, in our discretion, violates this Agreement or any applicable law, involves fraud or misuse, or is harmful to our interests or another user. Our failure to insist upon or enforce USER / MERCHANT strict compliance with this Agreement will not constitute a waiver of any of our rights.
- 44 ZPAY shall be entitled to revise the Service Fee. We will provide USER / MERCHANT with 10 Days' prior notice of any Substantial Change via email. For the avoidance of doubt, posting of the Substantial Change on the Website shall constitute an effective delivery of the Substantial Change to the USER / MERCHANT.
- 45 Notwithstanding any provision in the Agreement to the contrary, the payment for Service Fee is inclusive of SST.

5. SPLIT PAYMENT

- 5.1 The USER / MERCHANT are entitled to the Split Payment services provided by ZPAY, subjected both parties that request such services must have an account with ZPAY. Other terms and conditions applies to the participant of this service.

6. SETTLEMENT PERIOD

- 6.1 Daily total collection (minimum RM1.00) shall be deposited automatically into USER / MERCHANT bank account except Friday, Saturday and federal public holidays.
- 6.2 Settlement day shall be the next settlement day if the present settlement day is a federal holiday.
- 6.3 Same day means anytime between 14:00 – 00:00
- 6.4 Next day means anytime between 00:00 – 23:59.
- 6.5 Your acknowledgement of settlement statement shall be provided on “best effort” basis based on the Financial Institutions uptime and availability.
- 6.6 Both parties shall adhere to the payment procedure as provided in Clause 4 as above mentioned.

7. CHARGEBACK (if Any)

- 7.1 USER / MERCHANT that accepts payment via credit card shall bear the chargeback by any Banks/ Financial Institution.
- 7.2 Banks / Financial Institution chargeback is a bank-initiated refund for a credit card purchase. Rather than request a refund from the USER / MERCHANT who facilitated the purchase, cardholders can dispute a particular transaction by contacting their bank and requesting a Chargeback. As such, all USER / MERCHANT shall be responsible to pay the amount of chargeback issued and/or requested by the Banks / Financial Institution.
- 7.3 In any event such Chargeback has been issued and/or requested by the Banks / Financial Institution, ZPAY shall issue an official notice via email to the USER / MERCHANT, informing of the same for the USER / MERCHANT earliest settlement.
- 7.4 Payments and/or Settlements by the USER / MERCHANT shall follow these procedures accordingly:
- i. Chargeback initiated before the settlement process:
 - (a) ZPAY shall wait for the Banks / Financial Institution investigation and reconciliation. If the finding shows no issue towards such claim, ZPAY shall therefore make payments / settlements to the USER / MERCHANT.
 - (b) If the Banks / Financial Institution finding shows the issue towards such claim is genuine, caused by any act of crime and/or any acts as provided in Clause 7 and 8 of this Terms and Conditions; ZPAY shall returned the amount in dispute to the Banks. Thereafter, ZPAY shall inform the USER / MERCHANT officially via email of such payment and/or settlement.

- (c) Subsequent actions towards the USER / MERCHANT shall be taken by ZPAY according, as when and as determined by the Banks / Financial Institution next course of action.

ii. Chargeback initiated after the settlement process:

- (a) If the Chargeback amount is less than Ringgit Malaysia One Thousand (RM1,000.00) only, ZPAY shall:
 - i. Deduct any amount of money and/or payment received by the USER / MERCHANT account either via FPX or Credit Card until such amount in dispute and/or claim been satisfied in full. An official email shall be sent as when the deduction action been taken.
 - ii. If within One (1) month from the Chargeback Notice, such payment is not made into the USER / MERCHANT account; ZPAY shall issue a Notice of Demand to the USER / MERCHANT, requesting and demanding that such amount and/or any amount outstanding and/or relevant to be paid in full promptly.
- (b) If the Chargeback amount is more than Ringgit Malaysia One Thousand (RM1,000.00) only, ZPAY shall issue a Notice demanding the USER / MERCHANT to pay immediately such amount and/or any amount outstanding and/or relevant to the claim or dispute.
- (c) If the payment as abovementioned is not made after One (1) month from the date of the Notice, ZPAY shall:
 - i. Disable the USER / MERCHANT's account.
 - ii. If after Thirty (30) days of account disablement, the payment of such amount and/or any amount outstanding and/or relevant to the claim or dispute is not made; legal action shall be taken without further reference and hesitation towards the USER / MERCHANT.

8. WARRANTIES IN RESPECT OF THE USER / MERCHANT'S INFORMATION

- 8.1. The USER / MERCHANT is solely responsible for its Information and the USER / MERCHANT acknowledges that ZPAY's role is merely as a passive conduit for the online distribution of the USER / MERCHANT's bills and facilitating payment from the Customers to the USER / MERCHANT's account. Notwithstanding the foregoing, the USER / MERCHANT's Information shall at all times be subject to Clause 13 of this Agreement and ZPAY shall not use any of the USER / MERCHANT's Information for any other purpose which is not related to the provision of the Service pursuant to the terms of this Agreement without the prior written consent of the USER / MERCHANT.
- 8.2. The USER / MERCHANT shall use its best endeavours to ensure that the USER / MERCHANT's Information and the USER / MERCHANT's activities (including its payments and receipt of payments) that are transacted through the Service shall not:
- (i) be false, inaccurate or misleading;
 - (ii) be fraudulent or involve the sale of counterfeit or stolen items;

- (iii) be related in any way to gambling and/or gaming activities, including but not limited to payment or the acceptance of payments for wagers, gambling debts or gambling winnings, regardless of the location or type of gambling activity (including online and offline casinos, sports wagering and office pools);
 - (iv) violate Clause 9 of this Agreement;
 - (v) infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy;
 - (vi) violate any law, statute, ordinance, contract or regulation (including, but not limited to, those governing financial services, consumer protection, unfair competition, anti-discrimination, or false advertising);
 - (vii) be defamatory, libellous, unlawfully threatening or unlawfully harassing;
 - (viii) be obscene or contain pornography;
 - (ix) contain any viruses, Trojan horses, worms, time bombs, bots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information;
- Or
- (x) Jeopardise any reputation or liability for ZPAY or cause ZPAY to lose (in whole or in part) ZPAY services.

9. VIOLATIONS BY THE USER / MERCHANT

9.1 If the USER / MERCHANT intentionally and knowingly engage in any of the following acts, ZPAY shall be entitled, at its sole discretion, to limit the Service provided to the USER / MERCHANT or immediately terminate the Service and this Agreement by notice in writing to the USER / MERCHANT:

- (i) Using the Service to receive payments directly or indirectly, for any sexually oriented or obscene materials or services in violation of ZPAY's policy;
- (ii) Using the Service to receive payments directly or indirectly, for any narcotics, other controlled or illegal substances, steroids or prescription drugs in violation of any laws;
- (iii) Using the Service to receive payments directly or indirectly, for wagers, gambling debts or gambling winnings, regardless of the location or type of gambling activity;
- (iv) Using the Service to receive payments directly or indirectly, for any counterfeit products;
- (v) Using the Service to receive payments directly or indirectly, for any weapons including firearms, ammunition, high capacity magazines, air guns, explosives;
- (vi) Using the Service to receive payments directly or indirectly, for any fireworks or pyrotechnic devices or supplies;
- (vii) Attempts to tamper, hack, modify or otherwise corrupt the security or functionality of Service;
- (viii) Using the Service for money laundering activities;

- (ix) Using the Service for any illegal or immoral activities, including but not limited to such activities that violate the laws of Malaysia.
- 9.2 The Parties hereby agree that the damage that ZPAY may sustain as a result of a breach of Clause 6, 7, 8 and 9 above; and Clause 13 below by the USER / MERCHANT may be substantial, including but not limited to fines and other related expenses from its payment processors and service providers for which damages may not be an adequate remedy for such breach by the USER / MERCHANT and in view thereof, the USER / MERCHANT acknowledges that ZPAY shall be entitled to seek equitable relief, including but not limited to injunctions and specific performance, in the event of any such breach or threatened breach by the USER / MERCHANT.
- 9.3 In addition to Clause 9 below, the USER / MERCHANT further indemnifies ZPAY for any and all liability which ZPAY may incur pursuant to the provision of the Service, if the USER / MERCHANT are found to be in breach of this Clause 6, 7, 8, 9 and 13.

10. DISCLAIMER AND LIMITATION OF LIABILITY

- 10.1 The Parties hereto agree that ZPAY shall not be held liable for any business expense, machine downtime or damages caused by any deficiency, defect or error in the Service or malfunction thereof and in no event shall ZPAY be liable to the USER / MERCHANT for any consequential or incidental damages, including but not limited to loss of profits, loss of turnover and/or loss of data.
- 10.2 The Parties hereby agree that ZPAY shall not be held liable in any manner whatsoever in the event there is a dispute between the USER / MERCHANT and any of the Customers, unless it can be reasonably proven by the USER / MERCHANT that such dispute arose, directly or indirectly, from the wilful negligence, fraudulent act, default or breach and/or acts or omissions by ZPAY in the provision of the Service under this Agreement.
- 10.3 The USER / MERCHANT shall not hold ZPAY, its holding company, subsidiaries, employees and its suppliers liable in any way for any losses or liabilities arising directly and solely from the fault of the USER / MERCHANT or authorised third parties directly relates to the USER / MERCHANT in connection with the use of or access to the Service.

11. INDEMNITY

The USER / MERCHANT shall indemnify ZPAY and hold ZPAY, its holding company, subsidiaries, affiliates, officers, directors and employees harmless from any claim or demand made or incurred by any third party due to or arising out of the USER / MERCHANT's breach of any of the terms of this Agreement or the violations of any provisions of law in connection with the Transactions contemplated under this Agreement.

12. AFFILIATES

A. Agreement

- 12.1 Subject to this Clause and this Agreement, USER / MERCHANT are offered to become an affiliate or associate member of ZPAY services automatically.
- 12.2 Enrollment process begins when the USER / MERCHANT complete and submit the online application to register an account at ZPAY website. The fact that we auto-approve applications does not imply

that we may not re-evaluate your application at a later time. We may reject your application at our sole discretion. We may cancel your application if we determine that your site is unsuitable for our Program, including if it:

- i. Promotes sexually explicit materials.
- ii. Promotes violence.
- iii. Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- iv. Promotes illegal activities.
- v. Incorporates any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law.
- vi. Includes "ZPAY", "ZPAY" or variations or misspellings thereof in its domain name.
- vii. Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to us in our sole discretion.
- viii. Contains software downloads that potentially enable diversions of commission from other affiliates in our program.
- ix. You may not create or design your website or any other website that you operate, explicitly or implied in a manner which resembles our website nor design your website in a manner which leads customers to believe you are Merchant.com or any other affiliated business.

12.3 As a member of ZPAY 's Affiliate Program, you will have access to Affiliate Account Manager. Here you will be able to review our Program's details and previously-published affiliate newsletters, download HTML code (that provides for links to web pages within ZPAY web site) and banner creative, browse and get tracking codes for our coupons and deals. In order for us to accurately keep track of all guest visits from your site to ours, you must use the HTML code that we provide for each banner, text link, or other affiliate link we provide you with.

12.4 We reserves the right, at any time, to review your placement and approve the use of Your Links and require that you change the placement or use to comply with the guidelines provided to you.

12.5 The maintenance and the updating of your site will be your responsibility. We may monitor your site as we feel necessary to make sure that it is up-to-date and to notify you of any changes that we feel should enhance your performance.

12.6 It is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to your site. You must have express permission to use any person's copyrighted material, whether it be a writing, an image, or any other copyrightable work. We will not be responsible (and you will be solely responsible) if you use another person's copyrighted material or other intellectual property in violation of the law or any third party rights.

12.7 We have the right to monitor your site at any time to determine if you are following the terms and conditions of this Agreement. We may notify the Affiliates of any changes to your site that we feel

should be made, or to make sure that your links to our web site are appropriate and to notify further you of any changes that we feel should be made. If you do not make the changes to your site that we feel are necessary, we reserve the right to terminate your participation in the Merchant.com Affiliate Program.

- 12.8 ZPAY reserves the right to terminate this Agreement and your participation in the ZPAY's Affiliate Program immediately and without notice to you should you commit fraud in your use of the ZPAY Affiliate Program or should you abuse this program in any way. If such fraud or abuse is detected ZPAY shall not be liable to you for any commissions for such fraudulent sales.
- 12.9 This Agreement will begin upon our acceptance of your Affiliate application, and will continue unless terminated hereunder.

B. Termination

Either you or we may end this Agreement AT ANY TIME, with or without cause, by giving the other party written notice. Written notice can be in the form of mail, email or fax. In addition, this Agreement will terminate immediately upon any breach of this Agreement by you.

C. Modification

We may modify any of the terms and conditions in this Agreement at any time at our sole discretion. In such event, you will be notified by email. Modifications may include, but are not limited to, changes in the payment procedures and ZPAY 's Affiliate Program rules. If any modification is unacceptable to you, your only option is to end this Agreement. Your continued participation in ZPAY 's Affiliate Program following the posting of the change notice or new Agreement on our site will indicate your agreement to the changes.

D. Payment

ZPAY shall manage all of the tracking and payment. Kindly review the network's payment terms and conditions.

E. Access to Affiliate Account Interface (if Any)

You will create a password (if any) so that you may enter ZPAY's secure affiliate account interface. From their site you will be able to receive your reports that will describe our calculation of the commissions due to you.

F. Promotion Restrictions

- i. You are free to promote your own web sites, but naturally any promotion that mentions ZPAY could be perceived by the public or the press as a joint effort. You should know that certain forms of advertising are always prohibited by ZPAY. For example, advertising commonly referred to as "spamming" is unacceptable to us and could cause damage to our name. Other generally prohibited forms of advertising include the use of unsolicited commercial email (UCE), postings to non-commercial newsgroups and cross-posting to multiple newsgroups at once. In addition, you may not advertise in any way that effectively conceals or misrepresents your identity, your domain name, or your return email address. You may use mailings to customers to promote ZPAY so long as the recipient is already a customer or subscriber of your services or web site, and recipients have the option to remove themselves from future mailings. Also, you may post to newsgroups to promote ZPAY so long as the news group specifically welcomes commercial messages. At all times, you must clearly represent yourself and your web sites as independent from ZPAY. If it comes to our attention that you are spamming, we will consider that cause for immediate termination of this

Agreement and your participation in the ZPAY Affiliate Program. Any pending balances owed to you will not be paid if your account is terminated due to such unacceptable advertising or solicitation.

- ii. Affiliates that among other keywords or exclusively bid in their Pay-Per-Click campaigns on keywords such as ZPAY, merchant, www. ZPAY, and/or any misspellings or similar alterations of these – be it separately or in combination with other keywords – and do not direct the traffic from such campaigns to their own website prior to re-directing it to ours, will be considered trademark violators, and will be banned from ZPAY’s Affiliate Program. We will do everything possible to contact the affiliate prior to the ban. However, we reserve the right to expel any trademark violator from our affiliate program without prior notice, and on the first occurrence of such PPC bidding behavior.
- iii. Affiliates are not prohibited from keying in prospect’s information into the lead form as long as the prospects’ information is real and true, and these are valid leads (i.e. sincerely interested in ZPAY’s service).
- iv. Affiliate shall not transmit any so-called “interstitials,” “Parasiteware™,” “Parasitic Marketing,” “Shopping Assistance Application,” “Toolbar Installations and/or Add-ons,” “Shopping Wallets” or “deceptive pop-ups and/or pop-unders” to consumers from the time the consumer clicks on a qualifying link until such time as the consumer has fully exited ZPAY’s site (i.e., no page from our site or any ZPAY’s content or branding is visible on the end-user’s screen). As used herein a. “Parasiteware™” and “Parasitic Marketing” shall mean an application that
 - (a) through accidental or direct intent causes the overwriting of affiliate and non affiliate commission tracking cookies through any other means than a customer initiated click on a qualifying link on a web page or email;
 - (b) intercepts searches to redirect traffic through an installed software, thereby causing, pop ups, commission tracking cookies to be put in place or other commission tracking cookies to be overwritten where a user would under normal circumstances have arrived at the same destination through the results given by the search (search engines being, but not limited to, Google, MSN, Yahoo, Overture, AltaVista, Hotbot and similar search or directory engines);
 - (c) set commission tracking cookies through loading of ZPAY site in IFrames, hidden links and automatic pop ups that open ZPAY’s site;
 - (d) targets text on web sites, other than those web sites 100% owned by the application owner, for the purpose of contextual marketing;
 - (e) removes, replaces or blocks the visibility of Affiliate banners with any other banners, other than those that are on web sites 100% owned by the owner of the application.

G. Grant of Licenses

- i. We grant to you a non-exclusive, non-transferable, revocable right to:
 - (a) access our site through HTML links solely in accordance with the terms of this Agreement and

- (b) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the "Licensed Materials") that we provide to you or authorize for such purpose.
 - (c) You are only entitled to use the Licensed Materials to the extent that you are a member in good standing of ZPAY 's Affiliate Program.
 - (d) You agree that all uses of the Licensed Materials will be on behalf of ZPAY and the good will associated therewith will inure to the sole benefit of ZPAY.
- ii. Each party agrees not to use the other's proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in a negative light. Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than the license granted in this Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

H. Disclaimer

ZPAY MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING ZPAY SERVICE AND WEB SITE OR THE PRODUCTS OR SERVICES PROVIDED THEREIN, ANY IMPLIED WARRANTIES OF ZPAY ABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF OUR SITE WILL BE UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

I. Representations and Warranties You

represent and warrant that:

- i. This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;
- ii. You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party;
- iii. You have sufficient right, title, and interest in and to the rights granted to us in this Agreement.

J. Limitations of Liability

WE WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL ZPAY 'S CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT,

NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL COMMISSION FEES PAID TO YOU UNDER THIS AGREEMENT.

K. Indemnification

You hereby agree to indemnify and hold harmless ZPAY, and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your site, including, without limitation, content therein not attributable to us.

L. Confidentiality

All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this Agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

M. Miscellaneous

- i. You agree that you are an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and ZPAY. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on Your Site or any other of Your Site or otherwise, that reasonably would contradict anything in this Agreement and Clause.
- ii. Neither party may assign its rights or obligations under this Agreement to any party, except to a party who obtains all or substantially all of the business or assets of a third party.
- iii. This Agreement shall be governed by and interpreted in accordance with the laws of Malaysia without regard to the conflicts of laws and principles thereof.
- iv. You may not amend or waive any provision of this Agreement unless in writing and signed by both parties.
- v. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 For the duration of this Agreement, ZPAY hereby grants USER / MERCHANT and its affiliates and related companies a royalty-free, non-transferable and non-exclusive right during the Term of this Agreement to use the Trademarks on its websites and in any off-line promotional materials for the sole purpose to indicate that it makes use of the Service. The USER / MERCHANT shall use such

Trademarks in accordance with ZPAY's directions for the use of such Trademarks as communicated in writing to the USER / MERCHANT. The USER / MERCHANT do not have a right of sub-license. ZPAY may apply limitations to the right granted to the USER / MERCHANT under this paragraph at any time and at its sole discretion.

- 13.2 For the duration of this Agreement, the USER / MERCHANT hereby grants ZPAY and its affiliated companies an irrevocable, royalty free, non-transferable and nonexclusive right during the Term of this Agreement to use its trademark and logo on their Websites and in off-line publications for the sole purpose of indicating that the USER / MERCHANT makes use of its Service.
- 13.3 All proprietary rights in the equipment, software (such as interfaces) and other materials used or made available by ZPAY in the performance of this Agreement, whether or not it is made available to the USER / MERCHANT, shall remain with ZPAY. The USER / MERCHANT shall only acquire such right of use as is explicitly granted hereunder.
- 13.4 Upon termination of this Agreement, the USER / MERCHANT shall forthwith withdraw any reference or related forms to ZPAY and/or the Service from its websites and shall forthwith cease the use of the Trademarks, and ZPAY shall cease any use of the USER / MERCHANT's trademark and logo.

14. CONFIDENTIALITY

- 14.1 During the Term of this Agreement and after termination or expiration of this Agreement for any reason whatsoever, the Receiving Party shall:
 - (i) keep the Confidential Information confidential;
 - (ii) not disclose the Confidential Information to any person save and except with the prior written consent of the Disclosing Party or in accordance with Clause 13.2;
 - (iii) not use the Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement; and
 - (iv) Comply at all times with the PDPA.
- 14.2 During the Term of this Agreement and unless prohibited by the PDPA, the Receiving Party may disclose the Confidential Information to its employees and/or to the Financial Institution (hereinafter referred to as the "Recipient") to the extent reasonably necessary for the purposes of this Agreement.
- 14.3 The Receiving Party shall procure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient were a party to this Agreement.
- 14.4 The obligations contained in Clause 13.1 shall not apply to any confidential Information which:
 - (i) is in the public domain at the date of this Agreement, or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement by the Receiving Party or any Recipient;
 - (ii) is known by the Receiving Party prior to disclosure by the Disclosing Party to the Receiving Party;

- (iii) is subsequently becomes lawfully into the possession of the Receiving Party from a third party; or
- (iv) Is disclosed by the Receiving Party pursuant to and in accordance with a relevant statutory obligation, an order of a court of competent jurisdiction or an order of a competent regulatory body.

15. REPRESENTATIONS

Each Party represents to the other that:

- (i) it has all requisite power and authority to enter into this Agreement and to carry out the Transactions contemplated hereby;
- (ii) it has the rights, licenses, permits and power to perform all obligations incurred by it under this Agreement;
- (iii) the execution, delivery and performance of this Agreement are duly authorised;
- (iv) this Agreement is a valid and binding obligation of it; and
- (v) The execution, delivery and performance of this Agreement and the consummation of the Transactions contemplated hereby do not conflict with or violate its constituent documents, any other contract or agreement to which it is a party, any applicable laws or any order or judgment of any court or governmental authority.

16. NOTICES

16.1 All notices, statements, demands, requirements or other communications and documents required or permitted to be given, served or delivered to any Party under this Agreement (hereinafter referred to as a "Communication") shall be in writing in the English or Bahasa Malaysia language and shall be either delivered by hand or sent by pre-paid certified or registered mail (airmail in the case of all international Communication), with return receipt requested, to that Party at its address stated in the Website or sent by email to its email address stated at the Website or to such other address or email address as that Party may from time to time have notified the other Party as being its address or email address for purposes of this Agreement to the exclusion of all previously applicable addresses and facsimile numbers.

16.2 A communication shall be deemed to have been given, served or delivered:

- (i) if delivered by hand, upon delivery;
- (ii) if sent by mail, after three (3) Business Days of postage;
- (iii) if sent by facsimile machine, one hour after its transmission if such time is during business hours in the place of its receipt or, if it is not, on the opening of business on the next Business Day, subject to its having in fact been received in legible form and with a copy thereof being sent by post; and
- (iv) If sent by electronic mail, twenty-four (24) hours after e-mail is sent.

17. FORCE MAJEURE

If the performance of this Agreement or any obligation hereunder is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of the affected Party, the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance, except for the making of payments hereunder, to the extent of such prevention, restriction, or interference, for so long as the non-performing Party uses reasonable efforts to resume performance.

18. GENERAL

18.1 Entirety

This Agreement and/or its' amendments from time to time sets forth and shall constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and shall supersede any and all promises, representations, warranties or other statements whether written or oral made by or on behalf of one Party to the other of any nature whatsoever or contained in any leaflet, brochure or other document given by one Party to the other concerning such subject matter. As from the Effective Date, all previous arrangements, agreements, compromise, commitments, negotiation and moratorium executed hereto shall be superseded by this Agreement and/or its' amendments from time to time.

18.2 Waiver

The failure to exercise or any delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

18.3 Assignability

The Parties may not transfer any rights or obligations it may have under this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors, and permitted assignees.

18.4 Severability

Any of the terms conditions, stipulations, provisions, covenants or undertakings contained herein which are illegal void prohibited or unenforceable in any respect under the law governing this Agreement or its performance, such illegality, invalidity or unenforceability shall be ineffective to the extent of such illegality, void, prohibitions or unenforceability without invalidating the remaining provisions hereof and any such illegality, void, prohibition or unenforceability shall not invalidate or render illegal, void or unenforceable any other terms conditions stipulations provisions covenants or undertakings contained herein.

18.5 Governing Law and Jurisdiction

This Agreement is governed by and shall be construed in accordance with the laws of Malaysia, and the Parties hereby agree to submit to the exclusive jurisdiction of the Court of Malaysia.

18.6 Time

Time is of the essence of this Agreement.

19. PERSONAL DATA PROTECTION ACT 2010

19.1 The Parties are aware of the requirements of the PDPA in relation to Personal Data.

19.2 In the event ZPAY is provided or allowed access by the USER / MERCHANT to any Personal Data, ZPAY shall ensure that it fully complies with the provisions of the PDPA and only deals

with such Personal Data for the purpose of complying with its obligations under this Agreement and for no other purpose.

19.3 ZPAY shall fully cooperate and assist the USER / MERCHANT in relation to:

- (i) any complaint or request made in connection with Personal Data, including by providing the USER / MERCHANT with full details of the complaint or request;
- (ii) any request made under the PDPA including a data access request, whereby it shall ensure that it meets the prescribed time periods set out in the PDPA and acts in accordance with the USER / MERCHANT's reasonable instructions; and
- (iii) Any other reasonable request of the USER / MERCHANT including a request for any Personal Data held by ZPAY.

19.4 Pursuant to the PDPA, the USER / MERCHANT hereby acknowledges that it is required to and hereby undertakes to inform and obtain consent of its Customers with regards to the disclosure of any form of the Customer's personal data to ZPAY for the purposes of ZPAY carrying out its Service for the USER / MERCHANT.

19.5 The USER / MERCHANT hereby agrees that it shall indemnify the ZPAY against any costs, loss, or damage which are incurred (whether direct or indirect) by ZPAY by reason of the contravention of this Clause 19.

20. CONSUMER PROTECTION ACT 1999 AND CONSUMER PROTECTION (ELECTRONIC TRADE TRANSACTIONS) REGULATIONS 2012

20.1 The Parties hereto are aware of the requirements of the abovementioned Acts and Regulations stated in Clause 19, in relation but not limited to Electronic Commerce Transactions and services provided herein.

20.2 Pursuant to the Acts and Regulations, the USER / MERCHANT hereby acknowledges that it is required to and hereby undertakes to inform and provide to its Customers all relevant information as warranted by the law.

20.3 The USER / MERCHANT hereby agrees that it shall indemnify the ZPAY against any costs, loss, or damage which are incurred (whether direct or indirect) by ZPAY by reason of the contravention of this Clause 19 and 20.

21. TAX

Both Parties shall hereby adhere to the Income Tax Act 1967 and Guidelines on Taxation for Electronic Transactions 2019. The Parties hereby acknowledge the followings:

21.1 Generally, income tax is imposed on the income of any person accruing in or derived from Malaysia.

21.2 Any income in relation to Electronic Transactions (hereinafter referred to as "e-CT") is deemed to be derived from Malaysia if it is associated to any activities in Malaysia regardless of whether that income is received in Malaysia or otherwise.

21.3 A non-resident person and/or an entity who and/or which derives income from e-CT may also be deemed to derive that income from Malaysia in relation to:

a. Special classes of income; and

b. b. Royalty.

And therefore are subjected to income tax law of Malaysia.

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