



ALLIANCE BANK

Alliance Bank Malaysia Berhad (88103-W)

MERCHANT AGREEMENT

AN AGREEMENT made between:

(1) Merchant's Name

Merchant's Trading Name(s) (if different) _____

Address of Merchant's Principal Place of Business _____

Merchant's Legal Status _____

(that is sole trader, partnership, limited company etc.)

(hereinafter called the "Merchant") of one part

AND

(2) Alliance Bank Malaysia Berhad
Menara Multi-Purpose, Capital Square
8 Jalan Munshi Abdullah
50100 Kuala Lumpur

(hereinafter called the "Bank") of the other part

NOW IT IS HEREBY AGREED as follows:

1. DEFINITION OF TERMS

1.1 In this Agreement:

"AFFILIATE" means any person(s) or body, whether incorporated or unincorporated, including the Bank, participating in the MasterCard Credit/Debit Card Programme and/or Visa Credit/Debit Card Programme and entitled to issue the Cards.

"BANKCARD" means a valid chip-based smart card, with multiple payment applications including MyDebit, bearing distinctive service marks, designs and styles as may from time to time be determined and issued by an authorised bank, corporation, organisation, business entity or body whether incorporated or unincorporated. As the case may be, and shall, where the context so permits, include any one or more or all of the aforesaid cards.

"BUSINESS DAY" means a day on which banks are open for normal banking business in Malaysia.

"CARDMEMBER" means a person to whom has been issued and whose name is embossed on a Payment Card and whose signature appears thereon as the authorised user.

"CARD ACCEPTANCE MATERIALS" means all sales slips, settlement reports and other relevant documents or forms supplied or approved by the Bank for the purpose of evidencing payment of the sales transactions to be debited directly from the Cardmember's savings and/ or current account.

"CARD PAY" means a licensed merchant BankCard acquiring institution for BankCard MyDebit acceptance program.

"CHARGE" means the online and offline card transactions as the case may be by which a purchase is made by a Cardmember by the use of a Credit Card/Debit Card.

"CREDIT CARD" means a valid MasterCard or Visa Card, bearing the symbols and programme marks together with such other emblems, slogans, insignia and copyrights as MasterCard International Inc. or VISA International respectively has adopted.

"CREDIT SLIP" means a document in the form from time to time provided by the Bank to the Merchant to enable the Merchant to issue credits in respect of a Charge/Charges.

"DEBIT CARD" means a valid MasterCard or Visa Card, bearing the symbols and programme marks together with such other emblems, slogans, insignia and copyrights as MasterCard International Inc. or VISA International respectively has adopted.

"FLOOR LIMIT" means the amount of a Charge or series of Charges made with a Credit Card by one Cardmember in one day at any one service outlet or department of a service outlet operated by the Merchant in excess of which the Merchant must seek specific authorisation from the Bank prior to completing the relevant Charge.

"IMPRINTER" means a device to print data of each Charge manually and is the property of or approved by the Bank for the purposes of this Agreement which the Bank may replace or request for its return from the Merchant as the Bank may deem fit.

"INTEREST-FREE PAYMENT PLAN" means any purchase of goods or services by the Cardmember whereby the Cardmember can pay by interest-free instalment as designated by the Bank from time to time.

"INTEREST-FREE PAYMENT PLAN MERCHANT" means a Merchant participating in the Interest-Free Payment Plan as designated by the Bank from time to time.

"ISSUER" means a bank, corporation, organisation, business entity or body whether incorporated or unincorporated authorised by Bank Negara Malaysia that is issuing the BankCard.

"LIST" means the minimum details of respective card accounts required by the Bank to process the recurring transactions, which shall be but not limited to the card number, Cardmember's name, expiry date and amount.

"MAIL/TELEPHONE ORDER" means the purchase of goods or services by a Cardmember through the completion of a Mail/Telephone Order Form where such form is duly signed by the Cardmember and submitted to the Merchant by mail, telex or fax.

"MEPS/MY CLEAR" means Malaysian Electronic Clearing Corporation Sdn Bhd (Company No. 836743-0), the operator of the BankCard MyDebit Programme.

"MERCHANT DEPOSIT SLIP" means a document in the form from time to time provided by the Bank to the Merchant and which must accompany manual Sales Slips presented to the Bank for payment pursuant to this Agreement.

"MERCHANT DISCOUNT" means the amount calculated in the manner and at the rate from time to time notified by the Bank to the Merchant via a Letter of Acceptance, which the Bank is entitled to deduct from the amount of Charges presented to the Bank before payment of the balance to the Merchant.

"MERCHANT" means a retailer, or any other person, firm, or corporation that (pursuant to a Merchant Agreement) agrees to accept credit cards, debit cards, or both, when properly presented.

"MyDEBIT" means a payment system that allows the Cardmember to purchase goods and/or services at the Merchant's outlet(s) by debiting directly from Cardmember's nominated savings and/or current account.

"MyDEBIT SAM CHIP" means a chip that is inserted into the Point of Sale Terminal to support the acceptance of BankCard MyDebit transactions,

"PIN PAD" means a device that enables the Cardmember to enter a PIN at a Terminal.

"PAYMENT CARD" means any credit card, debit card, prepaid card or any other payment instrument as may be specified by the Bank that is associated with or bears the logo of a payment card network and any reference to "payment card" shall include a reference to both consumer and commercial cards.

"PIN" means in relation to a Cardmember, the personal identification number required to gain access to a terminal to give a transaction instruction.

"POINT OF SALE TERMINAL" means a device electronically activated to read and/or record the data of each charge and is the property of or approved by the Bank for the purposes of this Agreement which the Bank may replace or request for its return from the Merchant as the Bank may deem fit.

"PRINTER" means a device electronically activated to print the data of each Charge and is the property of or approved by the Bank for the purposes of this Agreement which the Bank may replace or request for its return from the Merchant as the Bank may deem fit.

"RECURRING PAYMENT" means a Cardmember's periodic transactions incurred at the Merchant which are billed directly into his/her card as authorised in the Standing Instruction.

"SALES SLIP" means a document in the form from time to time provided by the Bank or any other Affiliate to the Merchant for the purpose of recording, confirming and evidencing purchases/services incurred by the Cardmember through the use of Credit/Debit Card to be charged/debited to the Cardmember's account.

"SETTLEMENT FUNCTION" means the procedures required of and carried out by the Merchant via a Terminal and a Printer for purposes of transmitting data of charges to the Bank to enable the Bank to make payment to the Merchant.

"SPLIT SALE" means a charge where in an attempt to avoid authorisation, the Merchant splits a single day's charge into two or more Sales Slips bearing the same date or of different dates, each of which is below the authorised Floor Limit but when added together exceeds the authorised Floor Limit.

- 1.2 Words denoting gender shall include all other genders and words denoting the singular shall include the plural and vice versa.
- 1.3 Subject to the necessary changes, the contents of this Agreement shall apply to the Merchant supplied with an Imprinter and/or the Merchant supplied with a Point of Sale Terminal and in so far as certain provisions apply exclusively to the use of the Point of Sale Terminal they shall not apply to the use of the Imprinter and vice versa.
- 1.4 Any reference to a sub-paragraph, paragraph, sub-clause or clause is to the relevant sub-paragraph, paragraph, sub-clause or clause of and to the terms herein and any reference to the terms herein or any of the provision hereof includes all amendments and modifications made to the terms herein from time to time in force.
- 1.5 Any reference to a statutory provision includes any modification, consolidation or re-enactment thereof for the time being in force, and all statutory instruments or orders made pursuant thereto.
- 1.6 Any reference to 'pay' or cognate expressions includes payments made in cash or by way of bank drafts or cheques or effected through inter-bank transfers to the account of the payee.
- 1.7 Any references to 'writing' or cognate expressions, includes communications effected by telex, facsimile transmissions or other comparable means.
- 1.8 If any period of time is specified from a given day, or the day of a given act or event, it is to be calculated inclusive of that day.
- 1.9 All other expressions herein shall have the same meaning as defined in the Principal Merchant Agreement.
- 2.0 The headings of the terms herein are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provision herein contained.

2. THE MERCHANT AND THE MASTERCARD AND/OR VISA CARD PROGRAMME

Provided that the terms and conditions of this Agreement are observed in relation to each Charge:

- 2.1 The Bank agrees to pay to the Merchant an amount equal to the amount (less the Merchant Discount) of each Charge made at a service outlet operated by the Merchant; and
- 2.2 In return the Merchant agrees that the Merchant's acceptance of the use of a Payment Card in satisfaction of the purchase price shall release the relevant Cardmember from any obligation to pay the purchase price;
- 2.3 The Merchant agrees and undertakes that it shall honour without discrimination all Payment Cards when properly presented to it as a means of payment from Cardmembers and shall maintain a policy which shall not discriminate against Cardmembers seeking to make purchases of goods and/or services at the Merchant's premises or from the Merchant through the use of the Payment Card.

3. COMPLETION OF CHARGES

- 3.1 In respect of each Charge completed at a service outlet operated by the Merchant, the Merchant will ensure either that the relevant transaction instructions are given in accordance with procedures notified to the Merchant by the Bank from time to time or that the following conditions are observed:
 - a) The Payment Card is presented during the validity period expressed on the face of the card;
 - b) The Payment Card does not appear to have been altered or mutilated;
 - c) The Payment Card bears genuine programme marks or any security or distinctive features;
 - d) The signature on the Sales Slip upon reasonable examination appears to be the same as that on the reverse of the Payment Card;
 - e) The Credit Card does not appear in any notification issued by or on behalf of an Affiliate concerning Payment Card, which Affiliates have cancelled.
 - f) Before performing a Bankcard MyDebit transaction, the merchant shall verify the validity and the particulars of the Bank Card.
- 3.2 Online Transaction

The merchant shall only process bankcard MyDebit transaction through the use of the Point of Sale Terminal and Pin Pad provided or approved by the Bank only and not by any other mode and manner.

The Merchant shall obtain an Approval Code from the Bank for each and every transaction via the Point of Sale Terminal. Upon Receipt of Approval Code, the Merchant shall check that the Sales Slip, which shall be printed through the electronic printer, is printed with the following particulars:

- a) The Merchant's name, address, merchant number
- b) Card account number of the Cardmember
- c) Terminal ID number
- d) Transaction type
- e) Expiry date of the Card
- f) Batch Number
- g) Transaction number
- h) Date and Time of transaction
- i) Reference number
- j) Approval code
- k) Amount and total of transaction

3.3 Offline Transaction

In the event of equipment/line failure, Merchant shall contact the Bank and obtain an Approval Code for each and every transaction and record legibly on the Sales Slip the Approval Code before completing a Credit Card transaction. The Sales Slip shall be completed with the following:

- a) the embossed data/legends which includes the Credit Card account number, the name and validity/expiry date of the Credit Card using an authorised Imprinter;
- b) the date of transaction;
- c) the total price of the charge(s) (including any applicable taxes);
- d) the authorisation/approval code, if any;
- e) the Merchant's name, address or place of business; and
- f) a description of goods sold or services rendered in detail sufficient to identify the Charge.

If a request for any Approval Code is declined or refused, the Merchant shall not complete the Credit Card transaction on one, two or more Sales Slips to effect the same Card transaction, or accept the same Credit Card on any other transaction.

3.4 Signature

The Merchant shall obtain the signature of the Cardmember in the appropriate place on the Sales Slip and shall always compare to ascertain that such signature shall be identical to that appearing on the Cardmember's Card provided always if such identification is uncertain, or in the event the signature differs or in the event the Merchant believes there is a discrepancy in the signature, the Merchant shall contact the Bank for instructions and the Merchant shall establish the true identity of the Cardmember by examining his passport or identity card as appropriate and noting the numbers on the reverse side of the Sales Slip.

3.5 The Cardmember copy of the completed Sales Slip is given to the Cardmember upon completion of the Charge.

3.6 All complete transaction shall be subject to the Merchant Discount Rate and/or any other relevant deductions from the total Charges presented.

3.7 Currency

All Sales Slips shall be drawn in Malaysian Ringgit only. Breach of this term resulting in currency exchange differences shall be borne by the Merchant.

3.8 Validity and Legibility

The Merchant shall NOT complete the transaction if the Card presented:

- a) has expired
- b) is not yet valid
- c) has been altered, defaced or reprinted in any manner
- d) does not bear the signature of the Cardmember thereon
- e) bears an account number which is listed on a current Hot Card Notice or Stop List
- f) does not have the security features as advised by the Bank from time to time

3.9 The merchant must always ensure the Cardmember has the confidentiality and security to enter the Personal Identification Number (Pin) before performing any BankCard MyDebit transaction and any multiple sales transactions that occurred without the re-entry of Pin are prohibited.

4.0 For all transactions effected via Debit Card, the Cardmember has to key-in the PIN via the PIN Pad to authorise the completion of a Charge.

In the event of a discrepancy, the Merchant shall refer to the Bank immediately for instructions and prior authorisation. Risk of loss will be on Merchant for failing to obtain such authorisation.

4. POINT OF SALE TERMINAL

4.1 As agreed, Alliance Bank Malaysia Berhad shall allow the Merchant to use one or more Point of Sale Terminals for direct communication with the Bank's Credit/Debit Card system for Merchant's use in connection with the Merchant Agreement.

4.2 The Merchant must not, without prior written consent of the Bank enter into similar arrangement with other card companies to share the Point of Sale Terminals installed by the Bank.

4.3 TRAINING AND OPERATION

- a) The Merchant will use its best reasonable endeavours to use the Point of Sale Terminals properly in accordance with instruction manual provided herewith with ordinary care and in compliance with applicable laws, ordinances and regulations relating to the possession or use of the Terminals.
- b) The Bank shall provide training for Merchant's employees who will operate the Point of Sale Terminals. The Bank shall also at their discretion provide Point of Sale Terminal instruction manual and specifications as the Bank may deem necessary for its efficient operation.

4.4 USE AND SALES SLIP DEPOSIT

- a) Except as stipulated in clause 4, the Merchant will process all Payment Card charges (unless otherwise specified) through the Point of Sale Terminal(s) in accordance with operating instructions supplied by the Bank as amended from time to time.
- b) The Merchant will deposit with the Bank the sales slips within three (3) Business Days from date of the charge regardless of whether the Merchant operates one or more service outlets.

4.5 BACK UP PROCEDURES (FOR CREDIT CARD ONLY)

- a) If the Point of Sale Terminal malfunctions or communication interruption denies Merchant direct communication as anticipated in clause 1 above, the Merchant shall process charges as provided in the Merchant Agreement.
- b) The Merchant shall obtain authorisation from the Bank for charges over the "Floor Limit" of current authorisation requirements provided by the Bank. For transactions below the "Floor Limit" such Merchant shall review current Card Recovery Bulletin provided by or on behalf of the Bank, failing which the Bank will refuse to honour the Merchant's claims arising therefrom.

4.6 PROPERTY, MAINTENANCE SERVICE AND FEES

All maintenance and services to the Point of Sale Terminals will be the responsibility of the Bank. Service fees and/or terminal related cost may be payable by the Merchant to the Bank, if applicable, for Point of Sale Terminal that is property of the Bank

4.7 DISCLAIMER OF WARRANTY

The Bank undertakes to use its best reasonable endeavours to ensure accurate information is available for the Merchant's use, but shall not be liable for any loss, financial or otherwise as a result of inaccuracy of that information of whatever nature, whether caused by the Bank's negligence or however arising.

4.8 MISCELLANEOUS

This Supplementary Agreement constitutes the entire agreement between the Merchant and the Bank relating to the use of a Point of Sale Terminal and supersedes all proposals or other communications, oral or written, relating to that subject matter. Existing agreements not specifically concerning the Point of Sale Terminal continue in force, and in particular this Supplementary Agreement shall be subject to the rights and duties under the Merchant Agreement between the Bank and the Merchant.

5. FLOOR LIMIT (applicable to charges transacted via Credit Card only)

- 5.1 By prior written notice, the Bank will designate a Floor Limit in respect of each service outlet or department of a service outlet operated by the Merchant and may similarly vary any such Floor Limit by giving a Notice in accordance with clause 25. In the absence of such notice the Floor Limit shall be zero.
- 5.2 The amount to be charged by any Credit Card Cardmember may not exceed the Floor Limit, and in this connection, no Split Sales shall be allowed.
- 5.3 In the event a Cardmember seeks to make a Credit Card charge exceeding the Floor Limit, the Merchant shall seek authorisation/approval from the Bank either manually or electronically and shall print legibly the authorisation/approval code evidencing any authorisation so obtained on the Sales Slip before the completion of such Charge.

6. AUTHORISATION

6.1 CREDIT CARD

- a) The Merchant shall, before accepting any Charge the amount of which would alone or cumulatively with other Charges cause the relevant Floor Limit to be exceeded, obtain an authorisation code from the Bank either manually or electronically and write/print that number legibly on the relevant Sales Slip or, in the case of cumulative Charges, upon each relevant Sales Slip.
- b) The Bank shall not be obliged to make payment to the Merchant in respect of any Charge
 - i) for which an authorisation code was required but not obtained; or
 - ii) where the authorisation code on the Sales Slip does not correspond with the Bank's record of the relevant authorisation code issued.
- c) The Bank's record of each authorisation code issued and the amount authorised shall be conclusive against the Merchant as to this matter. However, the requirement of authorisation is solely for the protection of the Bank and the authorisation of any Charge by the Bank shall not constitute any warranty or representation by, or give rise to any variation, waiver or estoppels whatsoever against the Bank, in relation to that Charge.
- d) Where the Merchant's offices and or outlets and/or locations and/or establishments have been equipped with a Point of Sale Terminal, all requests for authorisation shall be automatically dialled-up via the Point of Sale Terminal and the approval codes shall be granted on-line.

6.2 DEBIT CARD

As stipulated in clause 4.0, all Debit Card transactions must be authorised and transacted by keying in the PIN on the PIN PAD.

7. PAYMENT BY THE BANK

- 7.1 The Merchant may claim payment from the Bank in respect of Charges either by means of Settlement Functions or by presenting all relevant completed Sales Slips together with a completed Merchant Deposit Slip to any branch or branches of the Bank. Such presentation must be made within three (3) Business Days from date of the Charge.
- 7.2 In respect of each completed Charge, provided that the terms and conditions of this Agreement have been observed, the Bank shall pay to the Merchant an amount equal to the amount of the Charge transmitted by means of a Settlement Function or shown on the Sales Slips (as the case may be) less the Merchant Discount calculated in the manner and at the rate from time to time notified to the Merchant by the Bank.
- 7.3 Unless otherwise specified herein, the Bank's charges exclude any current taxes and future taxes that may be imposed (including the Goods and Services Tax ("GST")), under the relevant legislation. Upon the effective date of implementation of any such taxes in the future and wherever applicable, the Bank will be entitled to recover such taxes from the Merchant.
- 7.4 Upon receipt of the relevant settlement file or presentation of the relevant Sales Slips (as the case may be), the Bank shall make payment to the Merchant in respect of Charges as follows:
- a) if the Merchant maintains an account with the Bank, by credit to the account designated by the Merchant; or
 - b) if so agreed between the Bank and the Merchant, by transfer to a specified account of the Merchant with another bank in Malaysia; or
 - c) by cashier's order of the Bank.
- 7.5 All payments by the Bank in respect of Charges shall be made in (RM) Malaysian Ringgit. Any payments due from the Bank to the Merchant shall be credited directly to the Merchant's current or banking account maintained with the Bank, typically within three (3) Business Days following the Business Day after the Point of Sale Terminal Settlement of the day.
- 7.6 If the Bank is entitled to payment or reimbursement from the Merchant of any amount under this Agreement it may at its discretion give effect to such entitlement by any one or more of the following methods:
- a) Deduction of the relevant amount (or any part thereof) from any account whatsoever of the Merchant held with the Bank without limitation to the Bank's rights of set off transfer and application of funds at law;
 - b) Deduction of the relevant amount (or any part thereof) from any subsequent payments to the Merchant;
 - c) Billing the Merchant for the relevant amount or the remaining balance thereof as appropriate. Any such bill shall be payable upon receipt, for which purpose deemed receipt pursuant to clause 25 of this Agreement shall be effective.
- 7.7 In the event of a breach or violation by the Merchant of any of the terms of the Merchant Agreement, the Merchant agrees that the Bank is authorised at its sole and absolute discretion to forthwith deduct from subsequent Sales Slips submitted to the Bank for payment and/or debit the Merchant's current or banking account maintained with the Bank, for the total amount of the Sales Slips that is in breach less the Merchant Discount. If the Merchant's current or banking account shall have insufficient funds available therein, the Bank reserves the rights to earmark and/or debit the Merchant's current or banking account with a partial amount and/or deduct from subsequent Sales Slips submitted to the Bank for payment. The bank shall have full recourse to recover any payment made to the Merchant for any Payment Card transaction charged back in the event of any breach or violation by the Merchant of terms and conditions of the Merchant Agreement.

8. NON-PAYMENT BY THE BANK

CREDIT CARD

The Merchant agrees that the Bank is entitled at its absolute discretion to claim back from the Merchant any payments made to the Merchant by giving written notice of the same and that such sum of moneys may be refunded or repaid to the Bank either by the Bank earmarking and/or debiting the Merchant's current or banking account maintained with the Bank or by the Bank exercising its right to set-off or by the Bank raising a claim on the Merchant for the Merchant's immediate settlement thereafter.

The Bank reserves the right not to pay the Merchant or to credit the Merchant's account if in the absolute discretion of the Bank any of the following events has occurred:

- a) merchandise is returned, whether or not a Credit Slip is delivered to the Bank;
- b) any charges for which an authorisation code was required but not obtained, or if the charges are found to be a Split Sale;
- c) where the authorisation code of the Sales Slip or Mail/Telephone Order Form:
 - i) does not correspond with the Bank's record of the relevant authorisation code issued; or
 - ii) fails to correspond with the valid authorisation code obtained through the MasterCard International or Visa Card International or Visa Card International Authorisation System or another affiliate's records.
- d) the Sales Slip or Mail/Telephone Order Form is alleged to have been drawn improperly or without authority;
- e) the Sales Slip or Mail/Telephone Order Form is illegible or incomplete;

- f) the Charge is found to be one with a "Declined Authorisation" i.e. where the Merchant has been previously notified by the Bank in response to an authorisation/approval request that the particular Credit Card is not to be honoured;
- g) the Cardmember disputes the sale, quality or delivery of merchandise or the performance or quality or services covered by the Sales Slip or Mail/Telephone Order Form or denies liability for whatever reason;
- h) the Cardmember's signature on the Sales Slip or Mail/Telephone Order Form is missing or differs from the signature appearing on the Cardmember's Credit Card;
- i) the copy of the Sales Slip presented to the Bank for payment differs from the Merchant's or Cardmember's copy;
- j) the Credit Card concerned is found to have expired or is invalid for any reason whatsoever;
- k) the Credit Card concerned has been listed in the Card Recovery Bulletin. For the purpose of this clause, the Merchant shall be deemed to have received the Card Recovery Bulletin as of the effective date of the same;
- l) the Sales Slip does not bear an imprint of the embossed legends of the Credit Card but which is hand written on and/or where the Cardmember has refused payment to the Bank or where an authorised electronic terminal printer is present, the Credit Card information, viz Credit Card Cardmember's name, the Credit Card expiry date and Credit Card number are not electronically printed but hand written;
- m) the Sales Slip or Mail/Telephone Order Form was prepared by use of a forged Credit Card or by other fraudulent means;
- n) the transaction involved is a Cash Payment, Cash Disbursement or Cash Refund;
- o) the value of the Sales Slip or Mail/Telephone Order Form presented to the Bank for payment exceeds the value of the transaction that is authorised by the Bank;
- p) the Sales Slip or Mail/Telephone Order Form was drawn by, or depository credit given to, the Merchant in circumstances constituting a breach of any term, condition, representation, warranty or duty of the Merchant thereunder;
- q) sales of merchandise, performance or services, or use of a Credit Card thereof involves a violation of law or the rules or regulations of any governmental agency, local or otherwise; notwithstanding that the Bank was on notice of any discrepancy at the time when payment was made. In the event that the Bank has already paid the Merchant or has credited the Merchant's account, the Merchant agrees to repay the Bank and the Bank will have the right at any time to debit such charges from the Merchant's account without notice. If such chargeback or any chargeback pursuant to the provisions of clause 6, 7 and 11 hereof, results in an overdraft to the Merchant's current account, the Merchant will pay such overdraft to the Bank immediately upon demand thereof;
- r) the Mail/Telephone Order Form is found to be a duplicate;
- s) the frequency of presenting the Mail/Telephone Order Form for payment by the Merchant exceeds the number of instalments specified in the related order form;
- t) this Agreement is terminated by the Bank for any reason whatsoever.

9. WITHHOLDING OF PAYMENT

In the event that irregularities are detected or the Bank has reason to believe that the Sales Slip or Mail/Telephone Order Form presented have not been issued for legitimate transactions or being fraudulent or illegal or in which any of circumstances set out in Clause 8 appears to exist, the Bank is entitled to withhold payment until the Bank has examined and verified acceptable supporting documentation specified in Clause 16 hereunder and in the event the Sales Slip or Mail/Telephone Order Form are, in the Bank's opinion, not valid, no payment shall be made by the Bank.

10. COVENANT BY THE MERCHANT

The Merchant hereby covenants with the Bank as follows:

- 10.1 it shall at all times observe the guidelines and procedures on the acceptance of the Payment Card as instructed and required by the Bank;
- 10.2 unless otherwise provided by any written law for the time being in force, it shall not impose or require Cardmembers to pay any surcharge, commission or discount whether through any increase in price or otherwise, or any other terms and conditions whatsoever on any of the Cardmembers desirous of using the Payment Card as opposed to any other method of payment;
- 10.3 the Merchant shall not require a minimum transaction amount below which the Merchant shall refuse to accept an otherwise valid Payment Card;
- 10.4 it shall include in the value of the Sales Slips any tax required to be collected and shall not collect it separately in cash;
- 10.5 the Merchant shall observe and perform all obligations under its contract with the Cardmembers including but not limited to the nature, quality and delivery of goods or services contracted to be sold and supplied to the Cardmembers;
- 10.6 it shall not sell, purchase, provide or exchange Payment Card account number information in the form of imprinted Sales Slips, carbon-copies of imprinted Sales Slips or other media obtained by reason of Payment Card transactions to any third party;

- 10.7 the Merchant undertakes to inform the Bank of any change in the name, style, constitution or composition of the Merchant whether by retirement, expulsion, death or admission of any partner or parties, amalgamation, reconstruction or otherwise and the Merchant hereby agrees that this Agreement shall ensure and be available for all intents and purposes as if the resulting firm, company or concern had been named in this Agreement;
- 10.8 the Merchant shall indemnify and compensate the Bank and/or the Bank's alliance partner adequately against and for any loss and/or theft and/or damage to the MyDebit SAM chip;
- 10.9 the Merchant shall make a police report in the event of any loss and/or theft of any MyDebit SAM chip from the Merchant's premises;
- 10.10 the Merchant shall comply with all directives and/or guidelines issued by the Bank and/or MEPS/My Clear, including such variations and amendments, if any, by the Bank and/or MEPS/My Clear from time to time, in relation to the BankCard MyDebit Programme;
- 10.11 the Merchant shall not make any statements or representations concerning the BankCard MyDebit Programme which are misleading or deceptive;
- 10.12 In the event that after sales adjustment is needed for any disputes or rejection of goods and/or services by the Cardmember, the Merchant shall arrange a refund to the relevant Cardmember in such a manner and condition as may be directly agreed to between both parties without any reference to or any involvement whatsoever of the Bank;

11. AUTHENTICATION OF CHARGES

CREDIT CARD ONLY

- 11.1 This clause 11 shall apply, and shall override any terms and conditions to the contrary elsewhere in this Agreement. In any case where the Bank has notified the Merchant in writing that the volume of counterfeit or fraud charges or transactions at any one of the Merchant's outlets has exceeded 8% of the total charges at one outlet consecutively for 2 successive months, then on receipt by the Merchant (for which purpose deemed receipt pursuant to clause 25 of this Agreement shall be effective) of such notification:
- a) the Bank will be entitled to reimbursement forthwith of all payments made by the Bank in respect of Charges for which the Merchant claimed payment during the previous 2 successive months ("Recoursed Charges");
 - b) the Bank will have no further liability to the Merchant in respect of any Recoursed Charges until such time as, and save to the extent that, the Merchant proves (subject as hereinafter provided) strict compliance with the terms and conditions of this Agreement in relation to each Recoursed Charge.
- 11.2 For the purpose of such proof:
- a) the Merchant shall be deemed not to have strictly complied with the terms and conditions of the Agreement where in relation to any Recoursed Charge the relevant Cardmember denies (wholly or in part) liability for that Charge, and an affidavit or statutory declaration to that effect by the Cardmember shall be conclusive evidence of all matters therein stated as between the Bank and the Merchant;
 - b) any two or more Recoursed Charges purportedly made by the same Cardmember on different dates shall, unless the Bank otherwise directs, be deemed (for the purposes of clause 5 of this Agreement) to have been made on the same date.
- 11.3 The Merchant acknowledges that all Recoursed Charges as to which he is unable to prove strict compliance with the terms and conditions of this Agreement were accepted at his sole risk and responsibility and waives all rights, claims and defenses whatsoever arising out of any act, neglect, default or representation of any Affiliate.

12. CREDITS / RETURN MERCHANDISE

12.1 CREDIT CARD

- a) If for any reason a Cardmember is entitled to have the amount of a Charge reduced or refunded, the Merchant shall either:
 - i) legibly complete a Credit Slip bearing details of the nature and amount in Malaysian Ringgit of the credit and the date of the credit and give one copy of the completed Credit Slip to the Cardmember; or
 - ii) perform a refund transaction, to be transmitted by means of a Settlement Function of the nature and amount in Malaysian Ringgit of the credit and the date of the credit.
- b) The Merchant shall promptly present each completed Credit Slip to the Bank.
- c) Upon receipt of due notification of a credit the Bank will be entitled to reimbursement from the Merchant of the amount notified less the Merchant Discount calculated in the manner and at the rate from time to time notified to the Merchant by the Bank.
- d) In no circumstances may the Merchant make payment directly to a Cardmember by way of a complete or partial refund in respect of a Charge.

12.2 DEBIT CARD

With respect to any Debit Card Charge, a Merchant may:

- a) with proper disclosure at the time of the Charge, not accept merchandise in return or exchange and not issue refunds to Cardmember; or
- d) with proper disclosure at the time of the Charge, only accept merchandise in immediate exchange for similar merchandise of a price equal to the amount of the original Charge; or
- e) with proper disclosure at the time of the Charge, accept merchandise in return and deliver to the Cardmember a Credit Slip for the value of the merchandise returned, which may be used only in the Merchant's place(s) of business; or
- f) if proper disclosure is not made at the time of the Charge and any merchandise is accepted for return or any services are terminated or cancelled, or any price adjustment is allowed by the Merchant, the Merchant shall be allowed to make a cash refund to the Cardmember.

With proper disclosure at the time of the Charge, if permitted by applicable law, the Merchant can stipulate special circumstances agreed to by the Cardmember, e.g. delivery charges or insurance charges.

13. CARDMEMBER'S COMPLAINTS

- 13.1 The Bank is not responsible to Cardmembers in any way for any goods and/or services supplied by the Merchant.
- 13.2 The Merchant will endeavour in good faith to satisfy any claims or complaints made by Cardmembers concerning goods and/or services purchased from the Merchant by the use of a Payment Card. However, in respect of Credit Card Charges, failing such settlement the Merchant shall reimburse the amount of the relevant Charge (less Merchant Discount) to the Bank and this Agreement shall thereupon cease to apply to that Charge.
- 13.3 The Merchant will indemnify the Bank against all claims made against the Bank concerning goods and/or services purchased from the Merchant by the use of a Payment Card and all losses, costs and expenses (including legal fees) incurred by the Bank in connection with such claims.

14. PROMOTION OF CARD

- 14.1 The Merchant will not in any way indicate a greater preference for any method of settling the cost price of the provision of goods and/or services other than a Payment Card, nor will the Merchant solicit or promote any such method more actively than a Payment Card.
- 14.2 The Merchant will not charge Cardmembers any additional amount for making a purchase by the use of a Payment Card as opposed to any other method of settling the cost price of the provision of goods and/or services.
- 14.3 The Merchant will display prominently such MasterCard and/or Visa Card Programme (as appropriate) promotional material as the Bank may reasonably require at each service outlet operated by the Merchant.
- 14.4 The use of any promotional material produced by or at the request of the Merchant, which refers to the MasterCard and/or Visa Card Programme is subject to the prior written approval of the Bank.
- 14.5 The Merchant will permit any Affiliate to include the names and addresses of all or any service outlets operated by the Merchant in any directories, guides or other promotional material used in connection with the MasterCard and Visa Card Programme (as appropriate).
- 14.6 The Merchant shall adequately display appropriate BankCard MyDebit trademarks, logos, names and other promotional materials provided by the Bank and/or MEPS/My Clear at the Merchant's premises and/or outlets and/or establishments.
- 14.7 The Merchant shall not use any of the BankCard MyDebit trademarks, logos, names and other intellectual property rights owned by or licensed to the Bank and/or MEPS/My Clear for the Merchant's advertising and promotional campaign without prior written approval from the Bank.
- 14.8 The Merchant shall not make any statement, cause or permit to be done, anything that may damage any of the BankCard MyDebit trademarks, logos, names and other intellectual property rights owned by or licensed to the Bank and/or MEPS/My Clear.
- 14.9 The Bank shall have the right to include the Merchant's name and addresses in any advertising and promotional campaigns the Bank, MEPS/My Clear and other financial institutions undertake in respect of the BankCard MyDebit Programme.
- 14.10 The Merchant shall accept and honour all BankCards when presented by Cardmembers at any Point of Sale Terminal and provide the goods and/or services on the same terms and conditions as those under which it supplies goods and/or services to persons purchasing good and/or services by means other than by the BankCard.

15. CARD CANCELLATION

CREDIT CARD ONLY

- 15.1 From time to time the Bank or other Affiliates will notify the Merchant of Credit Cards which are to be regarded as cancelled. The Bank will receive such notification in the form of Card Recovery Bulletins from MasterCard International Inc. and Visa Card International on a weekly and bi-weekly basis, respectively. It shall be the responsibility of the Merchant to contact the Bank should the Merchant fail to receive a new issue of the respective Card Recovery Bulletins by the following dates:
- a) In respect of MasterCard, by the third day of the following week after the date of the last issue; and
 - b) In respect of Visa Card, by the third day of the third week after the date of the last issue.
- 15.2 From time to time the Bank or other Affiliate will issue instructions to the Merchants concerning the presentation by customers of cancelled Credit Cards and situations where the presentation or use of a Credit Card arouses suspicion that a Credit Card may be used improperly.
- 15.3 The Merchant shall comply with the general and specific instructions of the Bank to obtain the return of or repossession of any Credit Card. The Merchant shall ensure in so doing that such return or repossession will not give rise to any claim against the Bank.
- 15.4 The Merchant shall indemnify the Bank against all claims made against the Bank concerning any statement, action or matter relating to the return or repossession of any Credit Card by the Merchant or the surrounding circumstances and all losses, costs and expenses (including legal fees) incurred by the Bank in connection with such claims.
- 15.5 The Bank will not be liable in any way for, and the Merchant will afford the Bank a complete indemnity in respect of, any action of the Merchant, including in particular any defamatory statement made by the Merchant or any of the Merchant's employees.

16. MERCHANT'S RECORDS

- a) The Merchant will retain for a period of at least 18 months from the date of issue a copy of each Credit Slip/Sales Slip/Order Form/List issued by the Merchant together with the Merchant's copies of all other documents evidencing Charges/Transactions and will permit the Bank and/or any Affiliate to examine any such documents within 7 days from date of request.
- b) The Merchant shall within 7 Calendar Days of a request by the Bank, produce their legible and complete copy of the Sales Slips to the Bank failing which the Bank reserves the right to a restitution of such payment by debiting the Merchant's current or banking account with the Bank or other means as the Bank shall deem fit.

17. DIRECT MAILING PROMOTION

- 17.1 The Bank may agree at its sole and absolute discretion to assist the Merchant in a direct mailing promotion. If at any time the Bank shall disapprove, for any reason whatsoever, of any aspects of the Merchant's proposed direct mailing promotion the Bank shall be entitled forthwith to withdraw its assistance without incurring any liability to the Merchant.
- 17.2 If the Bank agrees to assist the Merchant in respect of any direct mailing promotion, the Merchant shall supply to the Bank the relevant promotional material in such form as shall have been previously agreed. This promotional material shall be such as to be ready for posting by mail subject only to being addressed and stamped.
- 17.3 The Bank's assistance in any direct mailing promotion proposed by the Merchant shall be limited to:
- a) identifying Cardmembers according to the Merchant's requirement, as appropriate;
 - b) arranging for a label to be printed bearing the name and address of a selected Cardmember in respect of each item of promotional material supplied by the Merchant; and
 - c) arranging for the posting of the promotional material to each selected Cardmember or if there is insufficient promotional material, arranging for the posting of the promotional material to the selected Cardmember, while stocks last.
- 17.4 The Bank's fee or the method of calculating the Bank's fee for assisting in any direct mailing promotion shall be agreed with the Merchant in advance. In addition to its fee the Bank shall be entitled to reimbursement from the Merchant of all expenses incurred by the Bank, including all postal charges, in assisting with the direct mailing promotion.
- 17.5 The Bank will not be liable in any way for, and the Merchant will afford the Bank a complete indemnity in respect of, the contents of any promotional material supplied by the Merchant.

18. NEW PAYMENT CARDS

- 18.1 The Bank reserves the right to issue new Payment Cards and to enter into agreement with other and various organisations or institutions to issue new Payment Cards other than Visa International and MasterCard International.
- 18.2 The Merchant agrees that the Bank is hereby authorised to issue new Payment Cards to Cardmembers without the consent the Merchant and subject to the foregoing, the Merchant hereby agrees and confirms that upon written notification and/or request in any manner or means the Bank deems fit, the Merchant shall honour without discrimination the new Payment Cards when properly presented to it as a means of payment by the Cardmember.

- 18.3 Upon such notification, the terms and conditions of this Agreement shall apply mutatis mutandis to the new Payment Cards and shall be binding upon the Merchant for its full term and effect subject to any condition, variation or waiver expressed by the Bank in the said notification.
- 18.4 The terms and conditions in this Agreement shall apply to the new Payment Cards issued or to be issued by the Bank from time to time and shall be binding upon the Merchant on the date specified in the notice by the Bank if the Merchant does not notify the Bank in writing to the contrary within 14 days from date of the said notification by the Bank or where the Merchant has honoured the new Payment Cards presented by the Cardmembers.

19. CONFIDENTIALITY

- 19.1 Any information obtained by the Merchant from a Cardmember by reason of the Merchant's participation in the MasterCard and/or Visa Card Programme shall not be disclosed in any way by the Merchant to any person other than the Bank without the Cardmember's written consent.
- 19.2 Any information obtained by the Merchant from the Bank by reason of the Merchant's participation in the MasterCard and/or Visa Card Programme shall not be disclosed by the Merchant in any way to any person without the Bank's written consent.
- 19.3 The Bank will be entitled to disclose information concerning the Merchant and its affairs to any agent or subcontractor appointed by or engaged by the Bank, or to any person, for any purpose.
- 19.4 This clause 19 shall continue in force after the termination of this Agreement in respect of information obtained during the period in which this Agreement is effective.
- 19.5 Towards compliance with PDPA, each party agrees, declares and undertakes that during the validity of this Agreement it shall ensure and procure that its employees, servants and/or agents comply with the provisions of the PDPA and its regulations, by-laws, codes of practice or requirements including but not limited to the processing and management of the personal data of the data subject that may be issued from time to time by the relevant governmental or regulatory authority.
- 19.6 For clarification purposes, any reference to "personal data, data user, data processor, processing and data subject" shall carry the same definition as provided in the Personal Data Protection Act 2010.
- 19.7 Pursuant to the above, the person receiving the personal data (hereinafter defined as "the Receiving Party") from the other party ("the Disclosing Party") shall comply with the following:
- a) that it shall not transfer any personal data to any third party under any circumstances for any reason whatsoever without prior written consent from the Disclosing Party;
 - b) that it shall process the personal data strictly in accordance with the Agreement and the Disclosing Party's written instructions as may be given by it from time to time or as is necessary to fulfill its obligations and purposes under this Agreement. For avoidance of doubt, the restrictions stipulated in clause (a) and (b) herein shall continue to be in force even after the termination of this Agreement;
 - c) where the personal data is required to be transmitted or transferred outside Malaysia whether by either party for the purposes of performance of the contract/agreement, neither party shall cause or permit the personal data to be transferred outside Malaysia without prior written consent of the other party;
 - d) cooperate with the Disclosing Party to enable it to monitor the compliance with the obligations set out in the Agreement including but not limited to permit the access of the Disclosing party's representative to any premise where the personal data are being processed in order to ascertain compliance with this Agreement upon reasonable notice being given by the Disclosing Party prior to it;
 - e) to inform the Disclosing party in writing if the Receiving Party becomes aware of any unauthorized use or disclosure of personal data by itself or others; and
 - f) shall treat the personal data as confidential information;
- 19.8 In addition to the above, both the Receiving Party & the Disclosing Party shall take appropriate security measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing.
- 19.9 Without prejudice to any other rights or remedies that any party may have, both parties acknowledges and agrees that the party suffering loss or harm shall be entitled to seek for damages and/or equitable relief in addition to whatever remedies available under the law or under this Agreement for any breach by the other party or its its employees, servants and/or agents of any provisions of the PDPA.

20. ADVERTISING OR PROMOTIONAL MATERIAL

- 20.1 The Merchant agrees to obtain approval in writing, prior to publication, of any advertising or promotional material containing the service marks, colours or design of MasterCard and/or Visa Card Programme. Such approval will be obtained from Alliance Bank Malaysia Berhad, Group Cards, Kuala Lumpur.
- 20.2 The Merchant will prominently display promotional material provided by the Bank to inform the public that Payment Cards are accepted by the Merchant.

21. ASSIGNMENT

The Merchant may not assign the whole or any part of the benefit of this Agreement without prior written consent of the Bank. No payments made by the Bank or any other actions of the Bank whatsoever shall constitute a waiver of this condition. Any payments made by the Bank following a breach of this condition shall be deemed to be payments to the Merchant.

22. SUSPENSION

The Bank may at its sole and absolute discretion at any time suspend the operation of the Merchant Agreement by serving a verbal and/or written suspension notice ("The Suspension Notice") on the Merchant. Further suspension and/or termination of the Merchant Agreement which shall be at the sole discretion of the Bank will be communicated to the Merchant via a written notification.

The Bank shall not be bound to give to the Merchant any reasons whatsoever for the service of the Suspension Notice nor shall it be liable to indemnify the Merchant for any loss, cost or damage arising out of the operations of the Merchant Agreement.

23. TERMINATION

23.1 This Agreement may be terminated by the Bank or the Merchant by prior written notice stipulating the date upon which termination to take effect.

23.2 Any such termination shall not affect any rights and obligations incurred, or arising out of circumstances which existed, prior to termination taking effect.

23.3 All items supplied to the Merchant by the Bank for use in connection with the MasterCard and/or Visa Card Programme, including but not limited to, Imprinters, Terminals, Bank Sales Slips, Credit Slips and advertising or promotional material, remain at all times the property of the Bank and shall be returned to the Bank upon such termination. The Merchant shall not thereafter use, for any purpose, any of the MasterCard and/or Visa Card Programme service marks.

23.4 Termination by the Merchant:

- a) The Merchant may terminate this Agreement at any time by giving thirty (30) Business Days written notice to the Bank;
- b) Notwithstanding such termination, the Merchant's liability to the Bank continues to subsist and shall be without prejudice to the Bank's rights and remedies for any antecedent breach by the Merchant prior to the termination.

23.5 Termination by the Bank:

- a) The Bank may terminate this Agreement immediately if the Merchant fails, neglects or defaults in performing any of its obligations under this Agreement and if, at the sole discretion of the Bank, is capable of remedy, the Merchant fails to remedy the failure neglect or default within ten (10) Business Days of receiving notice specifying the failure neglect or default and requiring the default to be remedied, or if the Merchant or its employees or agents have acted fraudulently or have otherwise misused the merchant facility offered by the Bank, or if the Merchant becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration;
- b) Upon such notice of termination being given to the Merchant, the Merchant must immediately submit all claims for payment for processing by the Bank. The Bank may terminate this Supplementary Agreement without notice and disconnect the Point of Sale Terminal upon Merchant's insolvency, commission of an act of bankruptcy, or if a substantial part of the Merchant's property is seized or suffers execution to be levied on or the appointment of a Receiver over or exercise of lien over the Merchant's goods.

23.6 This Agreement will be binding upon the parties hereto and their successors or assigns.

24. AMENDMENT

24.1 The terms and conditions of this Agreement may be amended at any time from time to time by notice from the Bank to the Merchant.

24.2 Any such amendment shall be deemed to be effective and binding on the Merchant on receipt (for which purpose deemed receipt pursuant to clause 25 shall be effective).

24.3 The failure of the Bank to require the performance of any of the terms of this Agreement or the waiver by the Bank of any default under this Agreement shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.

25. NOTICES

25.1 Any notice from the Bank to the Merchant may be sent by mail to the address of the Merchant last known to the Bank and shall be deemed to have been received by the Merchant three days after the date of posting.

25.2 In relation to the payments which it makes in respect of Charges, the Bank may delay sending notices to the Merchant concerning changes in the manner in which, and the rate at which, the Merchant Discount is calculated until the end of the month in which any such change occurs. The Merchant shall not raise any objection by reason of the date upon which such notice is given.

26. ENFORCEMENT

- 26.1 The Bank shall be entitled to take such action as it thinks fit to enforce this Agreement and the Merchant shall afford the Bank a complete indemnity in respect of all costs and expenses incurred by the Bank in respect of any such enforcement action, including all legal charges and expenses.
- 26.2 The Bank will accept the signatories on the Agreement and/or related correspondence signed for and on behalf of the Merchant in good faith and this Agreement and/or related correspondence will be binding upon the parties, heirs, successors and legal assigns.

27. RECURRING PAYMENT

The Merchant who participates in the Recurring Payment Service shall offer the goods or services as set out in this Recurring Payment Service to Cardmembers subject to the additional terms and conditions contained in this Clause, in addition to the general terms and conditions stated above which shall apply unless otherwise provided for in this Clause.

- 27.1 The Merchant shall honour all valid cards when presented for the purchase of goods or services via the Recurring Payment Service provided always that:
- a) the transaction made is prior to the Card expiration date and the Merchant has not been notified of the cancellation or Hot Status of the Card by the Bank
 - b) the Merchant has duly obtained the prior proper authority from the Cardmember for the Recurring Payment via the confirmation on the Standing Instruction Form
- 27.2 The Merchant shall submit the List of Recurring Transactions on an agreed format and transmission channel on a periodic basis where the said period shall be agreed at the time between both parties. The Merchant agree to submit to the Bank replacement Lists if the Lists first submitted is found to be faulty, corrupted, missing or unreadable.
- 27.3 Upon receipt of the List from the Merchant, the Bank will execute the debiting of the Cardmembers' card account for the amount as specified in the List. In the event of an unsuccessful debit for any reason whatsoever, the Bank shall forthwith notify the Merchant. The Merchant shall be deemed responsible in notifying the Cardmember of the unsuccessful debit and payment shall henceforth be resolved directly between the Merchant and the Cardmember.
- 27.4 Indemnity
- a) In the event of riots, fire, flood or any act of God, strikes, electricity failure or failure at the Bank's Computer Operations Centre which renders the Bank incapable of processing the List from the Merchant for a period of time, and as a result of which payment be delayed, the Bank shall not be liable for any direct, indirect or consequential loss arising therefrom,
 - b) In consideration of the Bank agreeing to accept the List prepared by the Merchant for direct input to the Bank's computers in connection with this Agreement, the Merchant hereby undertakes to accept full responsibility for any unauthorised entries, errors or omissions in the List and to indemnify against all actions, proceedings, claims, demands and losses whatsoever arising from the Bank's reliance on the List.

28. MAIL/TELEPHONE ORDER

The Merchant who participates in the Mail/Telephone Order Programme shall deliver the goods or services as set out in this Mail/Telephone Order Programme to Cardmembers subject to the additional terms and conditions contained in this Clause, in addition to the general terms and conditions stated above which shall apply unless otherwise provided for in this Clause.

- 28.1 The Merchant shall honour all valid cards when presented for the purchase of goods or services via the Mail/Telephone Order Programme provided always that:
- a) the transaction made is prior to the card expiration date and the Merchant has received the approval code from the Bank for the transaction.
 - b) the Merchant has duly obtained the prior proper authority from the Cardmember for the Mail/Telephone Order via the confirmation on the Mail/Telephone Order Form.
- 28.2 The Mail/Telephone Order forms shall contain the following information:
- a) the type of card
 - b) the Cardmember name
 - c) the Cardmember number
 - d) the card expiry date
 - e) the transaction amount (in Malaysian Ringgit)
 - f) the transaction date
 - g) the Merchant's name and address
 - h) the brief description of the goods or services supplied
 - i) the Cardmember postal address/telephone
 - j) the method of delivery
 - k) the Cardmember signature

- 28.3 Pursuant to clause 28.2, any order forms which are incomplete or altered shall be invalid and may not be accepted by the Bank.
- 28.4 The cost of producing all order forms and/or other marketing material and of altering the same in relation to any mailing programmes shall be borne by the Merchant and the Bank shall in no circumstances be responsible for the production thereof.
- 28.5 The Merchant shall process the Mail/Telephone Order as follows:
- a) the Merchant shall complete and submit to the Bank the Authorisation/Payment form in respect of every valid Mail/Telephone order form received
 - b) the Bank shall obtain the approval codes for the respective card account transactions and return such form to the Merchant for fulfillment. The Merchant shall complete and total the net proceeds due from the Bank and submit to the Bank for payment within 7 days on receipt of such form, after fulfillment has been arranged for
 - c) Where Cardmember has opted to pay by instalments, the Merchant shall complete and submit to the Bank the Authorisation/Payment form in respect of every instalment that is due
 - d) the Bank shall obtain the approval codes for the respective instalment and return the Authorisation/Payment form to the Merchant. The Merchant shall complete and total the net proceeds due from the Bank and submit to the Bank for payment within 7 days on receipt of such form
- 28.6 A 14-day trial period shall apply during which time the Cardmember may reject any item or services ordered through the Mail/Telephone Order Programme. The Merchant must agree to refund the Cardmember in such cases.

29. INTEREST-FREE PAYMENT PLAN

The Merchant who participates in the Interest-Free Payment Plan shall deliver the goods or services as set out in this Interest-Free Payment Plan to Cardmembers subject to the additional terms and conditions contained in this Clause, in addition to the general terms and conditions stated above which shall apply unless otherwise provided for in this Clause.

- 29.1 The Interest-Free Payment Plan is only valid for payment made with a Credit Card.
- 29.2 The Merchant shall ensure that the Credit Card accepted for this transaction is ONLY for Credit Card issued by Alliance Bank Malaysia Berhad.
- 29.3 Instalment Plan
- a) the Bank is entitled to prescribe the minimum purchase amount to be entitled for the Interest-Free Payment Plan and the minimum and maximum number of instalments to be offered (hereinafter referred to as the Instalment Plan)
 - b) the Bank is entitled to withhold payment of any amount that are not within the stipulated Instalment Plan as mentioned in Clause 28.3.a until the Bank has examined the supporting document and verified with the Cardmember concerned. In the event the transactions are, in the Bank's opinion invalid, the Bank shall make no payment on these transactions
 - c) the Bank is entitled, in its absolute discretion and with or without giving prior notice to the Merchant, restrict, limit or increase the Instalment Plan and the Merchant shall have no right of recourse against the Bank in any unresolved dispute
- 29.4 The Merchant shall resolve all disputes or differences on the quality or quantity of the merchandise with the Cardmembers who opt for the Interest-Free Payment Plan directly. In particular the Bank will not be concerned with or held liable for any inadequate, defective or damaged merchandise or other disputes between the Cardmember and the Merchant.

30. EFFECTIVE DATE

This Agreement shall only take effect from and including the date upon which this Agreement is signed both by or on behalf of the Merchant and on behalf of the Bank.

31. LAW

This Agreement shall be governed by and construed in accordance with the Laws of Malaysia.

IN WITNESS whereof the Merchant and the Bank have duly executed this Agreement.

For and on behalf of the Merchant:

For and on behalf of the Bank:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Company Stamp: _____

In the presence of:

In the presence of:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____