FIUU (MY) MERCHANT SERVICE AGREEMENT

MERCHANT SERVICE APPLICATION FORM

Section I: Registration Information				Recruited by:
i. Company Registered Name:				
ii. Domain Name:	http://	iii. Company Registration No:		
iv. Company's Tax Identification Number (TIN):		v. Company's Sales & Services Tax (SST) Registration Number:		
vi. Company's Malaysia Standard Industrial Classification (MSIC) Code:		vii. Company's Tourism Tax Registration Number:		
viii. Company Registered Address:				
ix. Type of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non-Profit Org. ☐ Others:_____			
x. Company business description:				
xi. Preferred Merchant ID:	Max. 32 Characters Without Spacing			
xii. Company Business Address:				
xiii. Length of Time in Business:		xiv.No of Employees:		
xv. Office Area Zoned:	☐ Residential ☐ Industrial ☐ Commercial	xvi.Office Space (square foot):	☐ 0-500 ☐ 501-2000 ☐ >2000	
xvii.Authorized Contact Person:		xviii. Designation:		
xix. Mobile Number:		xx. Telephone Number:		Ext.:
xxi. Fax Number:		xxii. Primary Email Address:		
xxiii. Secondary Email Address:		xxiv. Display Email Address:		

Section II: Name of Company Director(s) / Shareholder(s)		
Director / Shareholder Name:	NRIC No.:	Contact No.:
i.		
ii.		
iii.		
iv.		

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Section III: Name of Authorized Person		
Employee(s) Name:	NRIC No.:	Contact No.:
i.		
ii.		
iii.		

Section IV: Business Information				
i. Type of Products/Services Being Marketed:				
ii. Targeted Market Region:		iii. Industry (Please select from Table 1):		
iv. Current Monthly Sales:	MYR	v. Estimated Average Billing Amount:	MYR	
vi. Estimated Monthly Sales Turnover:	MYR	vii. Shipping / Fulfillment period:		
viii. Primary Business Face to Face?	☐ Yes ☐ No	ix. Shopping cart / E-commerce System Used:		
x. Current Payment Gateway (if any):		xi. Why Leaving Current Gateway (if applicable):		
xii. Latest 6 months Charge Back Ratio (if applicable):	(%)	xiii. Currently Accept Credit Card?	☐ Yes ☐ No	
xiv. Business hours:		☐ AM ☐ PM	to	☐ AM ☐ PM
xv. How do you know about Fiuu?	☐ Search Engine ☐ Advertisement ☐ Exhibition ☐ Friend / Fiuu merchant / Partner:_____			
xvi. Yearly Sales Volume Turnover:		xvii. No. of Employees:		

Section V: Bank Account Information			
i. Bank Name:		ii. Bank Account No.:	
iii. Branch location:		iv. Bank Account Name:	
v. SWIFT code:			

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Section VI: Consent and Acknowledgement
I hereby declare that all information furnished herein is true and complete to my knowledge and give my/our consent for my/our information to be used by Razer Merchant Services Sdn Bhd purposes of the Merchant Service Agreement. I further agree to be bound by the terms of the Merchant Service Agreement including any amendments made or to be made thereto. I acknowledge and confirm that I have carefully read the provisions of the Merchant Service Agreement which are attached to this Merchant Services Application Form and have understood them and have not relied upon any statement, representation or waiver made by Razer Merchant Services Sdn Bhd. Other than that set out in the Merchant Service Agreement, I hereby irrevocably and unconditionally agree to observe, fulfill and comply with the terms of the Merchant Service Agreement.
Authorised signatory Date _____ _____ Name: Designation :

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This Agreement is made on this day of year .

BETWEEN

Razer Merchant Services Sdn Bhd (Company No. 201101019881 (948015-X)), a company incorporated in Malaysia with its business address at J-39-1, Block J, Persiaran Multimedia, i-City, 40000 Shah Alam, Selangor D.E., Malaysia (hereinafter referred to as "**Fiuu**") of the first part;

AND

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

WHEREAS:

(a) Fiuu is a Payment Service Provider (PSP) registered under the Bank Negara Malaysia to provide payment services as described in Clause 2.1.

(b) The Merchant is engaged in the business of selling products and/or services on its e-commerce platform or website and is desirous to engage Fiuu as their PSP subject to the terms and conditions set out in this Agreement.

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

1. Definitions

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

"Access Password"	means the personal identification number to be used by the Merchant when accessing Fiuu' merchant portal to transact or make enquiries for the Transaction process through Fiuu, which may be changed by the Merchant with prior notification to Fiuu;
"Affiliate(s)"	means in relation to each party, any person or entity controlled directly or indirectly by the such party, or any person or entity that controls directly or indirectly such party in any way whatsoever.
"API"	means "Application Programming Interface";
"Applicable Taxes"	Include but not limited to sales and services taxes, goods and services taxes, value-added taxes, or other taxes as imposed by the taxing authority;
"Business Day"	means a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Selangor Darul Ehsan of Malaysia and the principal place of business of the Merchant;
"Card"	means a current credit, debit or charge card that Fiuu may accept for processing, as notified to the Merchant from time to time;
"Card Issuer"	means a financial institution that issues the Card to the Customer;
"Charge Back"	means an invalid or disputed Transaction which Fiuu or the TPPP identified as being invalid or non-collectible after initial acceptance on account of fraud, lost/cancelled/unissued/invalid account identification, unresolved customer complaint or other cause(s) which may be charged ultimately to the Merchant, more particularly described in Clause 8;
"Customer"	means any person making a purchase or desiring to make a purchase of the Merchant's goods, products or services through the Website;
"Disputed Transaction"	means where Customer disputes any Transaction made vide Fiuu System as described under Clause 8;
"Effective Date"	means the date of this Agreement;
"E-Wallet"	means a digital wallet which has stored value funded through a variety of funding sources and enables its Users to make online and offline Payment for Product offered by Merchant which Fiuu may accept for processing;
"E-Wallet Issuer"	means the company that is licensed under Bank Negara Malaysia ("BNM") to operate an E-Wallet in Malaysia;
"Gratification"	includes any gift, money, property or thing of value, or any service, favour or other intangible benefit or consideration of any kind, or any other similar advantage.
"Maintenance Fee"	means a yearly fee charged (if applicable) on the Merchant for the maintenance of the API used to integrate with the Website or Merchant's physical outlet;
"Fiuu System"	means the Fiuu system providing variety of secured Payment Channels to the Merchant;
"MYR", "RM"	means lawful currency of Malaysia or Malaysian Ringgit;
"Offline Payment"	means a payment method which is initiated by Fiuu System by scanning barcode, other machine-readable format or via other similar means generated in the

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	Customer's portable device to enable the Customer to make cashless payments through any Payment Channel at the Merchant's physical outlet;
"Online Payment"	means a payment method by which a value is exchanged electronically for transactions facilitated by the Fiuu System, through the Payment Channel;
"Payment Channel"	means a channel that offers a payment method to enable the Merchant to accept the payment method to their Customer including but not limited to, Cards, online and offline bank transfers, direct debits, offered by Payment Schemes, online and/or offline E-Wallet under this Agreement;
"Payment Scheme"	means the network of the entity which regulates and offers the Payment Channel, including but not limited to Visa, MasterCard, JCB, Union Pay, Diners Club and PayNet;
"Products"	means products that are sold or distributed online by the Merchant via its Website and/or sold and distributed physically at the Merchant's outlet;
"Prohibited Products"	means without limitation, the products and/or services listed on Fiuu link, as updated from time to time: https://fiuu.com/faq/
"Refund"	means a Transaction that is reversed with the intention of crediting the Customer's account;
"Settlement Period"	means the period between the date of the Transaction and the date on which Settlement in respect of that Transaction is due to the Merchant;
"Settlement Funds"	means the amount due to the Merchant, expressed in the currency notified by Fiuu to the Merchant, calculated in accordance with Clause 5;
"Services"	means services offered by Fiuu pursuant to Clause 2.1 of this Agreement;
"Settlement Charge"	means the amount charged to Merchant for receiving settlement from Fiuu in relation to the use of the Payment Channels by the Merchant as indicated in the Appendices;
"Sign Up Fee"	means the one time fee to be paid to Fiuu charged at the initial onset of the integration of Fiuu System to the Payment Channel for use by Merchant;
"Trading Limit"	means at any time, the amount determined in Fiuu System which the Transation value for the Merchant will not exceed;
"Transaction"	means an act of payment whether in the form of monetary or something in equivalent value for the exchange of goods and services by the Customer via Fiuu System;
"Transaction Fee"	means that part of the Service Charge based on a percentage of turnover, and all the payments by Fiuu to the Merchant pursuant to the Transactions shall be less the amount of the Transaction Fee and Fiuu shall not under any circumstances be liable to pay or reimburse the Merchant for the full value of each Transaction;
"Website"	means one or more e-commerce platform, interactive Internet World Wide Websites or mobile application maintained by the Merchant for the purpose of displaying and offering its goods, products or services for sale to Customers;
"Term"	means each twelve (12) consecutive calendar months period commencing on the first day of the first calendar month and ending on the last day of the twelve (12) calendar months during the terms of this Agreement;
"Terminal"	means the equipment to be provided by Fiuu or any other third party authorised by Fiuu which is integrated with the Fiuu System for the acceptance of Card at the Merchant's outlet.
"Third Party Payment Partner" or "TPPP"	means the financial or non-financial institution(s) which is appointed by a Payment Scheme or licensed by Bank Negara Malaysia to enable the use of a Payment Channel offered under This Agreement for which Fiuu will route the Transaction for authorization, clearing and settlement purposes;
"Third Party Shopping Cart Payment Plugin"	means a third party that provides a software component or extension that can be added to a Website to enable e-commerce functionality that will provide the ability for Customers to add products to a virtual shopping cart, view their selected items, and proceed to checkout for payment and order processing;
"This Agreement"	means collectively this Agreement, including the Merchant Services Application Form, Appendicess, Schedules, amendments, modifications and supplements hereto from time to time and any document which amends, modifies or supplements this Agreement as may be notified by Fiuu to the Merchant by any of the means of communication stated in Clauses 17.2;

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2. Services

2.1 Under this Agreement and subject to its terms and conditions, Fiuu will provide the Merchant with all or any the following services:

(a) payment gateway solutions to be integrated into the Website for use by the Customer;

(b) processing of Online Payment(s) made by Customers for the purchase of the Merchant's goods and/or services on the Website through the Fiuu System in connection with any Transactions;

(c) processing of Offline Payment(s) made by Customer for the purchase of the Merchant's goods and/or services at the Merchant's outlet through the use of Terminal for any Transactions;

(d) services related to settlement to Merchant with respect to such Transaction; and/or

(e) the routing of Transactions by Fiuu for authorization, clearing and/or settlement purposes directly with relevant Payment Scheme or via the Third-Party Payment Partner ("TPPP").

(collectively, "**Services**")

2.2 In providing the Services, Fiuu is not to be construed as owing any fiduciary duty to the Merchant in respect of the payments made by the Customers through the Fiuu System.

2.3 Fiuu may offer other/additional features from time to time. For purposes of the foregoing, the Merchant will be subjected to background checks in accordance with Clause 3.2 before Fiuu may agree to onboard the Merchant. Fiuu also reserve the right to conduct the background check to any current features which have been accepted previously by the Merchant.

2.4 The Merchant hereby agrees that any successful Transactions conducted by a third party via fraudulent and illegal means are beyond Fiuu control and the Merchant agrees to indemnify Fiuu in the event of any loss suffered by Fiuu in accordance with Clause 10.

2.5 To the extent that is applicable to Fiuu, Fiuu shall be required to adhere to the additional terms and conditions implemented by the Payment Scheme or Payment Channel, as and when it is informed to Fiuu.

3. Merchant's Obligations

3.1 The Merchant undertakes that it shall not perform or fail to perform any act in violation of federal, state/provincial, or local law of Malaysia including but not limited to the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("**AMLATFPUAA**"), as well as laws of any countries in which the Merchant does business.

3.2 The Merchant hereby authorises Fiuu to conduct background checks on the Merchant through any credit reporting agency registered under the Credit Reporting Agencies Act 2010, as part of Fiuu's Know Your Customer (KYC) procedure and in compliance with the AMLATFPUAA. The background checks will include, but are not limited to, credit checks, Politically Exposed Persons (PEPs) and sanctions checks, adverse media checks, identity of Merchant's parent company, subsidiaries, directors, shareholders, and ultimate beneficial owner. The Merchant is required, upon Fiuu's request and from time to time, to provide Fiuu with information and/or copies of documents relating to, amongst others, the Merchant's corporate structure, incorporation and statutory documents, and nature of business as part of Fiuu's KYC procedure.

3.3 The Merchant acknowledges and agrees that the E-Wallet Issuer may at any time suspend, limit, or terminate the E-Wallet services. Fiuu shall in no event be liable to the Merchant for any such suspension, limitation, or termination by the E-Wallet Issuer.

3.4 The Merchant shall display prominently, the brand name and logo of Fiuu and all other marketing or publicity materials that may be provided by Fiuu, on the website of the Merchant. The Merchant shall also be responsible for notifying the Customer regarding the Customer's card statement which shall be displayed as "Fiuu", or any other description for the charges instead of the Merchant's trading name.

3.5 The Merchant shall retain copies of all Transaction receipts, with respect to Transactions, for a period of seven (7) years. The Merchant shall provide such copies of the Transaction receipts to Fiuu within five (5) Business Day upon receipt of such request to do so from Fiuu and hereby authorizes Fiuu to transfer such information to the E-Wallet Issuer, Card Issuer or the Payment Channel operator, where required for the purposes of providing the Services to the Merchant.

3.6 The Merchant shall perform payment verification with the E-Wallet User, Card Issuer or the Payment Channel operator where required.

3.7 The Merchant shall perform payment verification with the Customer in the event Fiuu suspects the genuineness of the Transaction performed on its website.

3.8 The Merchant warrants that all information provided to Fiuu in connection with the Merchant's application for the use of Services is correct and that no information has been withheld which, if provided, could have materially affected Fiuu's decision to enter into this Agreement.

3.9 The Merchant shall describe accurately on the Merchant's Website, including a full description of the Merchant's trading name, address, telephone

number and URL, what goods and services are being offered for sale, the price, the action which must be taken to make a purchase, the point at which a sale is completed, and details of delivery, shipping, returns and refund policies.

3.10 The Merchant shall advise Fiuu as soon as the Merchant becomes aware of major or multiple product defects or logistics problems which could give rise to Charge Back or Refunds or any failure in delivering the Merchant's goods and services to the Customer upon completing the Transaction.

3.11 The Merchant shall immediately notify Fiuu in accordance with manner stated in clause 17.1 if there is any change to:

3.11.1 the nature of the product or services offered on Merchant's Website; or

3.11.2 the business telephone number or address.

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

3.13 The Merchant shall be the solely responsible to resolve directly with the Customer, any claims or complaints made by the Customer in respect of any purchase of goods, products or services made by the way of Fiuu System and Fiuu shall not in any way be involved and responsible in the event the Customer disputes the underlying contract of sale for such Transaction for reasons including but not limited to the quality, overcharging or late delivery, of that good, product or service.

3.14 The Merchant undertakes it shall not use Fiuu System to perform any transaction that involves articles prohibited or restricted from being sold to Customers by Fiuu or under any applicable laws, including without limitation those listed as **Prohibited Products**.

3.15 Where applicable, the Merchant agrees to be bound by the additional terms and conditions of the TPPP and/or Payment Scheme as provided in the Schedules, which may also be amended from time to time as notified by Fiuu. The Merchant's continuing use of the Payment Channels constitutes the Merchant's consent and agreement to such additions, removals and amendment to the additional terms and conditions of the TPPP and/or Payment Scheme. For the avoidance of doubt, if there are any inconsistencies between the Schedules and the main in the Agreement herein, the specific terms and/or definitions in the Schedules shall prevail with respect to the Payment Channel used by the Merchant.

3.16 Merchant shall establish and maintain adequate internal procedures and protocols to comply with the Payment Channel standards as may be prescribed by the Payment Channel from time to time to mitigate the risk of Transaction fraud. "Standards" means any laws, bylaws, rules, policies and the operating regulations and procedures of the Payment Channel, including but not limited to any manuals, guides, or bulletins, as may be amended from time to time.

4. Authorisation of Transactions

4.1 The acceptance/processing of Transaction(s) shall not in any way be binding on Fiuu as to the validity of any Transaction or Transaction receipts. Fiuu shall not honour any Transactions which in the opinion of Fiuu is not genuine.

4.2 Authorization of a transaction does not guarantee payment to the Merchant nor is it a guarantee that it will not be a subject to a Charge Back or other rights of reduction or set-off under this Agreement in relation to that Transaction.

4.3 For the purpose of Authorisation of Transactions, Fiuu shall, at its sole discretion, route the Transactions directly to the Payment Scheme or via the Third-Party Payment Partner.

5. Payment of Settlement Funds

5.1 Subject to Clause 5.2 and Clause 8, Fiuu will remit the payment of the Settlement Funds to the Merchant's bank account in respect of each completed Transaction in the manner as set forth in Appendices as applicable.

5.2 The amount of Settlement Funds due in respect of Transactions shall be deducted for the followings:

5.2.1 The Service Charges due as described in Clause 6;

5.2.2 Refunds in accordance with Clause 9;

5.2.3 Charge Back, and any fines/penalties passed on to Fiuu by the TPPP in respect of the Merchant's Transactions;

5.2.4 Disputed Transactions and any amounts required to cover potential or expected Refunds, Charge Back or Disputed Transactions;

5.2.5 Any applicable taxes (including Sales and Service Tax at Prevailing tax rate), assessments or duties that may be introduced by the relevant authorities, which may vary from time to time;

5.2.6 Withholding Tax (both Domestic and International Payment Channels);

5.2.7 Foreign Telegraphic Transfer fee for overseas bank account settlement and foreign Payment Channels; or

5.2.8 Foreign exchange rate fluctuation (Forex conversion for international Payment Channels);

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

5.4 In the event that the value of all items listed in Clause 5.2.1 to 5.2.8 exceed the value of all

Transactions falling due for Settlement on the Settlement date, the resulting shortfall may be held over by Fiuu for deduction against the following Settlement when it shall be deducted from that Settlement together with any interest due. However, Fiuu reserves the rib nm,.ght at any time to require payment (including by directly debiting the charges to the Merchant's account balances) of all or part of such shortfall in such currency as Fiuu may determine.

5.5 Settlement payment by Fiuu to the Merchant shall be in the settlement currency stated in the Appendices. In the event a Settlement is made in a different currency from the currency of the original Transaction upon the Merchant's request, Fiuu may use a reasonable and reputable method of determining the applicable exchange rate at the time of the conversion.

5.6 In addition to Clause 5.5, the Merchant shall bear any associated costs or fees incurred in converting the funds, where applicable, including but not limited to bank charges, foreign exchange fees, or other Transaction related expenses, unless otherwise agreed in writing between the Parties.

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

6. Service Charges

6.1 In consideration of Fiuu services provided to the Merchant, the Merchant agrees to pay to Fiuu Service Charges consisting of the following (where applicable):

6.1.1 A non-recurring and non-refundable Signup Fees in the amounts and manners as set forth in the Appendices;

6.1.2 A recurring and non-refundable Maintenance Fees payable annually, as the case may be, in the amounts and manners as set forth in the Appendices;

6.1.3 The Transaction Fee on each Transaction and deduct the same from the payment made by the Customer in respect of each Fiuu Transaction with manners as set forth in the Appendices for the respective Payment Channels provided;

6.1.4 Settlement Charge on each settlement as set forth in the Appendices for the respective Payment Channels provided;

6.1.5 Telegraphic Transfer Charges (TT Charges) per transfer charged by the financial institution;

6.1.6 Refund Service Charge on each refund request as set forth in the Appendices and/or Schedules for the respective Payment Channels provided; and

6.1.7 The Chargeback Fee on each chargeback transaction as set forth in the Appendices and/or Schedules for the respective Payment Channels;

6.2 The issuance of invoices for Fiuu Service Charges is subject to the latest regulations and requirements for e-invoicing, including any updates or changes that may occur from time to time.

6.3 For the purpose of issuing a validated e-invoice (tax invoice, credit note, debit note and refund note), it is necessary to collect and process certain data from the Merchant, including but not limited to the Merchant's business name, address, tax identification number and contact details. The Merchant agrees to provide accurate and complete information as required for the issuance of e-invoices, any inaccurate or incomplete information provided by the Merchant may result in delays in the issuance and validation of e-invoice. Fiuu shall not be held liable for any delays in payment processing or settlement due to such inaccuracies or omissions. If inaccurate or incomplete information results in non-compliance with Malaysian e-invoicing regulations, the Merchant may be held responsible for any penalties or legal consequences arising from such non-compliance. Fiuu shall request such information in a timely manner and shall use it solely for the purpose of generating and validating e-invoices. In the event that a correction or adjustment to an e-invoice is necessary, Fiuu agrees to issue a credit note or debit note in compliance with the e-invoicing regulations.

6.4 Fiuu reserves the right to recover Service Charges provided in Clause 6.1.1 to 6.1.7 hereof by debiting the Merchant's account balances if there is insufficient fund available from the next Settlement. Without prejudice to Fiuu's other rights Fiuu may suspend or withdraw the Services if Service Charges or any other sums payable to Fiuu are not paid when due. The Merchant shall also be responsible for Fiuu additional costs due to dealing with customer disputes, Refunds, Charge Back, Disputed Transactions or other causes.

6.5 Fiuu reserves the right to suspend the Merchant and withhold Settlement to the Merchant in the event that the Maintenance Fee, Charge Back, and other due charges are not settled by the Merchant after two (2) weeks from the date the amount is due. The Merchant account shall be reactivated upon settlement of all dues within one (1) business day.

7. Security Deposit & Transaction Limit

7.1 The Merchant agrees to pay Fiuu security deposit(s) in the amounts set out in the applicable Appendices (if any). Fiuu shall have the right, in its sole discretion, to adjust the amount(s) held as Fiuu deems necessary as security against future Charge Back and shall notify the Merchant prior to such adjustments. In the event of any potential future payment disputes, Refunds or Charge Back in respect of the Merchant charges, Fiuu may also

hold an adequate part of or all of the Settlement's amount in reserve to offset such disputed, refunded or Charge Backs' amount plus any costs associated with the collection thereof, including without limitation, legal fees and expenses. Fiuu reserves the right to claim the payment from the Merchant if the reserve amount is inadequate to offset such disputed, refunded or Charge Back amount.

7.2 The maximum amount of any one Settlement permitted under the Merchant Account is stated in the Appendices (hereinafter referred to as "the Trading Limit"). Fiuu may vary the Trading Limit at any time by giving notice to the Merchant. Fiuu Fiuu reserves the right to complete or reject any attempted payment that exceeds the applicable limit, at Fiuu's complete discretion. In addition, Fiuu reserves the right to further limit the amount or the frequency of transactions from any of the Merchant's accounts for security reasons, and Fiuu shall not be liable to the Merchant if such a limitation is put in place. Fiuu reserves the right to refuse to honor payment requests that Fiuu believes, or suspects are fraudulent or erroneous. The Merchant accepts that Fiuu shall exercise this right in Fiuu 's sole discretion. For avoidance of doubt, the Merchant shall not in any case rely upon Fiuu to discover or prevent loss as a result of a fraud or erroneous payment.

8. Charge Back & Disputed Transactions

8.1 Fiuu shall not be responsible nor liable to the Merchant in the event a Customer disputes any Transaction made via Fiuu System.

8.2 Fiuu shall provide assistance with information regarding the disputed Transaction, but Fiuu shall not under any obligation or responsibility to investigate any disputes on the said Transaction. The investigation on the dispute or Charge Back Transaction shall perform by Royal Police Malaysia, Cyber Crime Unit.

8.3 In the event of any Charge Back on Transaction the use of Card, the Card Issuer's decision shall be conclusive as to the determination of any Charge Back. Wherever possible (for example, if the TPPP provides Fiuu with written advice or upon Fiuu receiving notification from the Payment Scheme), notice to the Merchant of a Charge Back will be accompanied by an explanation of the reason for the Charge Back. Upon prior notification from Fiuu, Fiuu may debit the Merchant's account, or otherwise, to recover any other costs and expenses Fiuu may incur as a result of or in connection with a Charge Back.

8.4 Where Fiuu is notified of any invalid or Disputed Transactions by a Customer, Fiuu will notify the Merchant of the same by email, fax or letter and wherever possible (for example, if the TPPP provides Fiuu with written advice or upon Fiuu receiving notification from Payment Scheme) accompanied by an explanation of the reason for it. Fiuu will classify the Transaction as disputed and debit it back to the Merchant. The Merchant agrees to investigate disputed Transaction and take all reasonable steps to resolve disputes with the Customers within fourteen (14) days and follow the procedures for handling disputed Transactions and Charge Back which Fiuu shall advise from time to time. For this Clause 8.4, Fiuu shall have the right to suspend the processing of any Transaction or withhold Settlement to the Merchant of the amount of that disputed Transaction until the satisfactory completion of any investigation.

8.5 For disputes relating to fraud, Fiuu may withhold Settlement for up to 180 days from the date of the Transaction pending investigation. If there is no reply from the Merchant after 180 days, Merchant will be given one month from the lapse of the 180 days to appeal for the release of such Settlement and in the event no appeal is submitted, Fiuu will return the Transaction amount to the TPPP, subject to the deduction of the Transaction Fee and/or any other cost associated.

8.6 Any other disputes arising from or relating to Transactions conducted under this Agreement shall be subject to resolution through a fair and efficient dispute resolution process. For disputes in relation to this Clause 8.6 and to reduce the risk of Settlement delays and unnecessary disputes, the allowable period for raising a dispute shall be limited to 180 days from the date of the Transaction.

8.7 Upon discovering any discrepancy or issue pursuant to Clause 8.6, the aggrieved party shall promptly notify the other party in writing, providing detailed information regarding the disputed Transaction and the grounds for the dispute. The parties agree to engage in good faith discussions to resolve the dispute amicably within a reasonable timeframe. If the parties are unable to reach a mutually acceptable resolution within 90 days from the date of the written notice, either party may initiate formal dispute resolution proceedings as outlined in this Agreement.

8.8 Save and except where it is prohibited by applicable laws, any claims or disputes pursuant to Clause 8.6 which is not raised within the 180 day period shall be deemed waived and barred from further consideration.

8.9 For disputes relating to Settlement in general, Merchant shall notify Fiuu within forty-five (45) days from the date of the Settlement and Parties shall cooperate with each other to find an amicable solution to resolve such dispute.

8.10 In the event that Fiuu considers in good faith there is a possibility of Charge Back, Fiuu shall have the discretion to retain the amount from any

Settlement (up to a maximum of 6 months) to cover the potential amount of such Charge Back and the Merchant shall on request provide such additional funds within two (2) weeks from the official request as Fiuu may specify in good faith to cover Charge Back and potential Charge Back.

9. Refunds

9.1 Where there is any Transaction to be refunded to a Customer, the amount shall be debited from the Merchant's account, therefore, the Merchant shall advise Fiuu via an automated systems as provided by Fiuu or Payment Channel from time to time, or by hand or post on the Merchant letterhead with the authorised person signature affixed thereto, confirming such Refund to be made to the Customer.

9.2 Refunds shall only be made to the Card or E-Wallet where the original Transaction was debited, as applicable and not to any other method. A Refund Service Charge shall be chargeable to the Merchant as specified in Appendices.

9.3 Refunds to a Customer's Bank account shall be made to the same where the original Bank account was debited whereas refunds to Customer by cash shall be made only to the Customer who has made the original Transaction with the Merchant.

9.4 The request for Refund will only be entertained and processed in accordance with the timeline provided by the Payment Scheme or TPPP.

10. Indemnity

10.1 The Merchant hereby indemnifies and shall keep Fiuu indemnified from and against all suits, actions, demands, damages, losses, liabilities (whether criminal or civil), expenses and cost whatsoever arising to which Fiuu, its employees or servants may be subjected in any manner due to, arising out of or in the course of or by reason of any breach of this Agreement by the Merchant, including, without limitation:

10.1.1 Any act, neglect or default of the Merchant or its agents, employees, licensees or customers;

10.1.2 Any event of fraudulent and illegal transaction committed by the Merchant or its agents, employees, licensees or Customers;

10.1.3 Breaches resulting in any successful claim by any third-party alleging libel or slander in respect of any matter arising from the Merchant carrying out the Transactions;

10.1.4 Breaches resulting in any successful claim or penalty fee charged by any Payment Scheme or TPPP in respect of any matter arising from the Merchant carrying out the Transactions;

10.1.5 Any event which may compel the authority to issue statutory order towards Fiuu to make certain payment as a result of fraudulent and illegal transaction which may occur beyond Fiuu control;

10.1.6 any breach by Merchant of any provision contained herein;

10.1.7 any violation or claimed violation of a third party's rights, including intellectual property rights in connection with the services; or

10.1.8 the negligent or intentionally wrongful acts or omissions of Merchant, its employees, agents, subcontractors, or its other representatives.

11. Confidentiality

11.1 The Merchant shall not at any time during or after the Term of this Agreement divulge or allow to be divulged to any person any confidential information relating to Fiuu, the Fiuu System, the Transactions or the terms of this Agreement other than to persons who have signed a confidentiality undertaking in the form approved by Fiuu.

11.2 Subject to Clause 13, Fiuu shall not at any time during or after the Term disclose or allow access to, the Merchant's personal information or the Merchant's customers, to third parties without the Merchant's prior written consent.

11.3 The Merchant shall not directly or indirectly, by any means whatsoever, obtain or attempt to obtain information of the Customers of other Merchants.

11.4 If Fiuu, in its absolute opinion, believes or suspect that the Merchant has breached the provisions in this Clause 11 (or any of them), Fiuu shall be entitled to terminate this Agreement pursuant to Clause 15.1.

11.5 Fiuu shall take reasonable measures to safeguard all information stored in the Fiuu System.

12. Merchant's Covenants, Warranties and Undertakings

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

12.1.1 To observes the guidelines, procedure of the Transactions as set out in this Agreement, or such other updates as provided by Fiuu from time to time during the subsistence of this Agreement;

12.1.2 Upon request by Fiuu, to furnish originals of bills or other supporting documents in relation to or in connection with the Transactions;

12.1.3 Upon request by Fiuu, to allow Fiuu's representative for site visit and photo taking on the business premise.

12.1.4 To notify Fiuu immediately in writing of any change in the organization or corporate or business structure of the Merchant or in any of the information furnished to the Merchant Bank pursuant to this Agreement;

12.1.5 At all times, to promote and recommend Customer(s) of the Merchant to purchase goods, products or services using the Fiuu System;

12.1.6 Not to provide or disclose any information in relation to or in connection with the Transactions to any unauthorised third party;

12.1.7 Not to gain or attempt to gain, directly or indirectly unauthorised access to Fiuu System for the purpose of obtaining customers' information of other merchants of Fiuu.

12.1.8 Not to use the Fiuu System to conduct any fraudulent, immoral or illegal activities or activities that may infringe the intellectual property rights of third parties;

12.1.9 Not to knowingly submit any Transaction that is illegal or that the Merchant should have resonably known to be illegal in nature;

12.1.10 Not to use any intellectual property belonging to Fiuu, including, without limitation, trademarks, trade names or patents, whether registered or not, without the prior written consent of Fiuu other than such usage permitted under this Agreement;

12.1.11 That the Merchant has obtained all requisite licenses, authorisations, permits and approvals for the carrying on of the Merchant's business;

12.1.12 That the Merchant is duly authorised and empowered to enter into this Agreement; and

12.1.13 That the Merchant shall not at any time represent to any third party as an agent of Fiuu.

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

13. Disclosure of Information

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

13.1.1 The Merchant Bank;

13.1.2 Such other persons as Fiuu may be required to disclose under applicable law;

13.1.3 Such other persons or entity pursuant to any governmental directive or order of the court; or

13.1.4 Any other party whosoever as Fiuu may at its absolute discretion deem fit in the event of Dispute Transactions.

14. Limitation on Liability

14.1 Notwithstanding anything else in this Agreement, neither Fiuu nor its officers, directors, agents, shareholders or employees shall be liable to the Merchant with respect to any contract, tort or other legal or equitable theory for any incidental, indirect, special, exemplary or consequential damages incurred in connection with this Agreement even if such party has been advised of the possibility or likelihood of such occurring.

14.2 In no event shall Fiuu' total accumulated liability under this Agreement and any applicable law, exceed the total amount of Transaction Fee paid or payable by the Merchant to Fiuu under this Agreement for the six (6) month period preceding that claim for liability, irrespective of the nature or kind of such liability.

14.3 Limitation of liability for Third-Party Shopping Cart Payment Plugins:

14.3.1 The Merchant understands and agrees that any issues, errors, or damages arising from the use of Third-Party Shopping Cart Payment Plugin are beyond the control and responsibility of Fiuu.

14.3.2 Fiuu shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to loss of profits, revenue, data, or business opportunities, arising from or in connection with the use or malfunctioning of Third-Party Shopping Cart Payment Plugin used by the Merchant.

14.3.3 Merchant is solely responsible for selecting, implementing and maintaining the Third-Party Shopping Cart Payment Plugin used on their Website or platform. The Merchant agrees to perform their due diligence, including reviewing the terms of service, privacy policies, security measures, and compliance requirements of such Third-Party Shopping Cart Payment Plugin, to ensure their suitability for the Merchant's business needs.

14.3.4 In the event that the Merchant experiences any issues, errors, or damages arising from the use of the Third-Party Shopping Cart Payment Plugin, the Merchant agrees to directly address and resolve such matters with the provider or developer of the respective plugin. Fiuu shall not be held liable for any costs, losses, or damages incurred by the Merchant resulting from these issues.

14.3.5 The limitation of liability set forth in this Clause 14.3 shall apply to the fullest extent permitted by law, regardless of the cause of action or legal theory, whether in contract, tort (including negligence) or otherwise.

14.3.6 This Clause 14.3 shall be binding upon the Parties and their respective successors, assigns, and legal representatives.

15. Term & Right of Termination

15.1 The duration of this Agreement will be for a period of twelve (12) months from the Effective Date after which this Agreement will renew automatically for successive twelve (12) month terms ("Term") unless earlier terminated in accordance with this Agreement.

15.2 Termination due to the default of the Merchant:

15.2.1 Upon the happening of any of the events set out below Fiuu may, at its absolute discretion, forthwith, by giving notice in writing to the Merchant,

terminate this Agreement without prejudice to any other remedy Fiuu may have against the Merchant:

(a) If and whenever there shall be a breach of or non-observance or non-performance of any of the terms, covenants or conditions contained herein and on the part of the Merchant and/or its employees to be observed and performed including failure to pay any of the fees and payment herein stipulated;

(b) Any judgment obtained against the Merchant remains unsatisfied for more than fourteen (14) days or the Merchant shall have its property seized under any distress or execution process, makes any arrangements with or assignment for the benefit of its creditors or becomes a bankrupt or is the subject of any winding up proceedings or makes any arrangements or composition with its creditors;

(c) The Merchant has a receiver, or a receiver and manager appointed over the whole or in part of its property or undertake or has an official manager appointed pursuant to the provisions of the Companies Act 2016 or any other legislation in substitution therefore or a special administrator appointed pursuant to the Pengurusan Danaharta Nasional Berhad Act 1998;

(d) The Merchant defaults in performing or observing any terms, covenants or conditions to be observed or performed by it under any mortgage or other encumbrance over the assets of the Merchant and such default materially affects the ability of the Merchant to perform its obligations under this Agreement;

(e) The Merchant being a partnership changes its membership without the prior written approval of Fiuu or is terminated or dissolved except in the events of death of a partner;

(f) Where the Merchant is a corporation, the control of the Merchant by the shareholders who are shareholders as at the date of this Agreement is passed by them to other persons or corporation without the prior written approval of Fiuu first being had and obtained;

(g) The Merchant being a natural person becomes of unsound mind or infirm or becomes a drug addict or an alcoholic, meaning that he/she habitually uses drugs or intoxicating liquor to such an extent that he/she has lost the power of self-control with respect to drugs or intoxicating liquor;

(h) The Merchant is engaged in or suspected of engaging in fraudulent, illegal or immoral activities or the Merchant is conducting or suspected of conducting fraudulent, illegal, immoral or infringing third parties' intellectual property, transactions through Fiuu System. For termination pursuant to this clause, Fiuu shall hold Settlement funds for up to 180 days;

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

(j) The Merchant has breached the provisions in clause 3.14

15.2.2 Upon termination of this Agreement, the following provisions shall apply:

(a) any pending Transactions to be performed using the Fiuu system will be cancelled;

(b) the Merchant shall within thirty (30) days from the date of termination pay all monies which are due and payable to Fiuu under this Agreement; and

(c) Fiuu 's obligation to reimburse the Merchant shall cease on the effective date of such termination and Fiuu shall not be obliged or bound to make any payment on any Fiuu Transaction completed after the date of termination.

15.2.3 Upon termination of this Agreement, the Merchant shall forthwith return to Fiuu, at the Merchant's own cost and expenses, all documentation and Terminal provided by Fiuu pursuant to this Agreement.

15.2.4 Upon termination of this Agreement, the Security Deposit as set forth in the Appendices, if any, will be returned to the Merchant after six (6) month upon the termination of the contract free from any interest.

15.3 Termination due to the default of the Fiuu

15.3.1 Upon the happening of any of the events set out below the Merchant may, at its absolute discretion, forthwith, by giving notice in writing to the Fiuu, terminate this Agreement without prejudice to any other remedy the Merchant may have against the Fiuu: Act of God, war, fire, riot, terrorism, earthquake, actions of federal, state or local governmental authorities, action of financial institution authorities or for any other reason beyond the reasonable control of The Merchant .

15.4 Notwithstanding any other clause in this Agreement, Fiuu may at any time, and without cause, terminate this Agreement in whole or in part, upon giving not less than thirty (30) days written notice to the Merchant.

15.5 Upon termination of this Agreement whatsoever caused, any payments or obligations due from Merchant to Fiuu, or from Fiuu to Merchant, will become due and payable within 30 days. For merchant who is waived for the Security Deposit,

the due payment from Fiuu to Merchant shall be payable after six (6) months upon the termination of the contract.

15.6 For any inactive Merchant as determined by Fiuu and/or upon termination of the Agreement and in the event that Fiuu has failed to contact the Merchant and/or that the Merchant's bank account is no longer valid for Fiuu to remit any amount due to the Merchant or amount left in the Account, Fiuu shall have the right to deal with the monies in accordance to provisions of the Unclaimed Moneys Act, 1965.

16. Suspension

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

16.2 In the occurrence of such event by reason stated above in Clause 16.1, Fiuu shall, at its absolute discretion, immediately suspend the Merchant from carrying further Transactions without giving any notice.

16.3 Notwithstanding any other rights available under this agreement, Fiuu shall, at its absolute discretion, suspend the Merchant from any further Transaction in the event there is no transaction recorded within 180 days consecutively. For avoidance of doubt, Fiuu shall first issue a notice of potential suspension in the event there is no Transaction recorded within 90 days consecutively, and Merchant shall do the necessary to ensure the availability of active Transaction. In the event there is still no Transaction recorded within 180 days consecutively, Fiuu shall suspend the Merchant account immediately and shall have the right to terminate in accordance to Clause 15.4.

17. Notices

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

Address : **J-39-1, Block J, Persiaran Multimedia, i-City, 40000 Shah Alam, Selangor Darul Ehsan. Malaysia**.
Email: **support@fiuu.com**

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

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

17.2.1 Ordinary or registered post to the Merchant's last known address according to Fiuu's records;

17.2.2 By facsimile to the Merchant's last known facsimile number according to Fiuu's records;

17.2.3 Electronic mail to the Merchant's last known electronic mail address according to Fiuu's records;

17.2.4 Posting the notice or communication on Fiuu Website;

17.2.5 Notices placed with or in any of Fiuu's written communications to the Merchant;

17.2.6 Telephone call to the Merchant's last known telephone number according to Fiuu 's records;

17.2.7 Notices placed through any fo Fiuu or channel of media; or

17.2.8 Any manner of notification as Fiuu may at its absolute discretion determine.

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

17.3.1 If sent by ordinary or registered post, within three (3) days of posting; or

17.3.2 If sent by other methods stated in Clauses 17.2.2 to 17.2.8, on the next Business Day following the sending or publication of such notice or document.

18. Waiver and Severance

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

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

19. Acknowledgement of Merchant

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

20. Discretion

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

21. Governing Law and Jurisdiction

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

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

21.3 This Agreement shall be binding upon the heirs, personal representatives, successors, and assigns of the Parties.

22. Variation

22.1 The terms of this Agreement may be amended by Fiuu from time to time and shall be communicated to the Merchant in manner as stated in clause 17.2 or any such other manner as Fiuu may in its absolute discretion determine. The notice shall be deemed to be received by the Merchant in the manner set out in clause 17.3.

22.2 Any amendment to this Agreement will take effect fourteen (14) days from the date the notice is deemed received by the Merchant (as set out in clause 22.1) ("Date of Change") unless the Merchant communicates in writing to Fiuu of its non-acceptance to the amendment of this Agreement before the Date of Change.

22.3 In the absence of any notification by the Merchant, the Merchant agrees that continued performance of the Transactions vide the Fiuu System after the Date of Change shall constitute the Merchant's express acceptance of the amendment to this Agreement made by Fiuu.

23. Cost and Expenses

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

24 Anti-bribery & Corruption Laws.

24.1 The Merchant shall comply and shall take appropriate steps to ensure the compliance of each of its principals, owners, ultimate beneficial owners, shareholders, officers, directors, employees, agents, consultants, affiliates, suppliers and sub-contractors with all applicable anti-bribery and anti-corruption laws in Malaysia ("Anti-Bribery and Corruption Laws") in any business dealings and activities undertaken in connection with this Agreement. Accordingly:

(a) Merchant undertakes that neither it nor its Affiliates nor anyone acting on its behalf shall, whether before, during or after the term of this Agreement, directly or indirectly, give or offer, or agree to give or offer, any Gratification as an inducement or reward to any director, officer or employee of Fiuu or any other person, for doing or forbearing from doing or for having done or forborne from doing any act, or for showing or forbearing from showing favour or disfavour to any person, in relation to this Agreement.

(b) Merchant covenants that it has not and shall not, in all activities in connection with the performance of this Agreement, directly or indirectly, make any payment, authorise, offer or promise to make any payment or transfer of anything of value to a government official or employee, or to any political party or any candidate for political office, for the purpose of influencing, inducing or rewarding any act or omission of an act to secure an improper advantage or to improperly acquire, preserve or obtain business.

(c) Merchant shall not instruct, cause or permit any third party to violate the conditions in this Clause 24 on behalf of Merchant or Fiuu.

(d) Merchant shall as soon as possible, in writing or orally, inform any of the officers of Fiuu, upon having knowledge of any director, officer or employee of Fiuu, directly or indirectly, asking for or receiving, any Gratification whether for his own personal benefit or advantage or for the benefit or advantage of any other person, in relation to this Agreement, whether before, during or after the term of this Agreement.

(e) Merchant undertakes that neither it nor its Affiliate nor anyone acting on its behalf shall, whether before, during or after the term of this Agreement, directly or indirectly, give or offer, or agree to give or offer, any Gratification as an inducement or reward to any director, officer or employee of Fiuu or any other person, for doing or forbearing from doing or for having done or forborne from doing any act, or for showing or forbearing from showing favour or disfavour to any person, in relation to this Agreement.

(f) Merchant shall maintain true and accurate records necessary to demonstrate compliance with this Clause 24 and shall provide to Fiuu a written certification of the measures it has taken to ensure such compliance upon simple request by Fiuu. Fiuu shall have the right to audit, by itself and/or

by its appointed auditors and representatives, such books and records and various locations of the Merchant for the purposes of assessing compliance with the provisions in this Clause 24, upon notice and subject to reasonableness as to place, date and time of said audit, all to the extent such books and records relate to Merchant's performance under this Agreement. Merchant agrees to fully cooperate in any such audit.

24.2 Without prejudice to Fiuu's other rights and remedies under the Agreement or law, Fiuu may terminate this Agreement, or suspend or withhold payment effective immediately, upon written notice to Merchant if Fiuu in good faith believes that Merchant, its Affiliate or anyone acting on its behalf is in breach or caused a breach of this Clause 24. Upon such termination, Fiuu shall be entitled to claim all losses, costs, damages and expenses including any incidental costs and expenses incurred by Fiuu arising from such termination. Fiuu shall not be liable for any claims, losses or damages suffered by Merchant arising from or in connection with Merchant's failure to comply with this clause, or the termination of this Agreement pursuant to this clause.

24.3 Regardless of any other provision in this Agreement, Fiuu will not be obliged to do, or omit to do, any act which would, in its reasonable opinion, potentially cause Fiuu to breach the Anti-Bribery and Corruption Laws.

24.4 Merchant shall be liable for and shall defend, indemnify and hold harmless Fiuu from and against any and all costs and expenses as arising out of or in connection with any breach by Merchant of this Clause 24.

24.5 Notwithstanding any other provision in this Agreement but subject to any written law, Fiuu shall keep confidential any information disclosed or received under Clause 24 including the identity of the person giving the information and all the circumstances relating to the information.

25. Data Protection

25.1 Where either Party is processing Personal Data, it will do so in accordance with the Personal Data Protection Act 2010 ("PDPA") which includes any subsequent amendments thereof. Personal Data shall have the meaning as set out under the PDPA. A Party will only process Personal Data received from the other for the purpose of and in connection with this Agreement and shall not further process the Personal Data in any manner incompatible with that purpose.

25.2 Once a Party has processed the Personal Data, the Party shall destroy or, at the other Party's written request, return to the other Party, the Personal Data, unless otherwise obligated to retain the Personal Data to fulfill regulatory obligations.

25.3 The Parties agree to comply with the PDPA and any subsequent amendments when collecting, processing, or disclosing personal data, except where exemptions apply under the Income Tax Act 1967 (ITA).

25.4 The Parties acknowledge under Section 82C(11) ITA that PDPA does not apply to personal data contained in e-invoices once transmitted to the Director General of Inland Revenue (LHDN).

25.5 Any retained copies of e-invoices stored by the Parties shall remain subject to PDPA compliance, particularly in relation to data security, lawful processing, data subject rights, and retention requirements. The Parties shall implement appropriate security measures to safeguard such data and ensure compliance with PDPA.

25.6 In the event of a confirmed data breach involving personal data, Fiuu shall notify the Merchant within five (5) business days, subject to compliance with Section 138 ITA regarding confidentiality obligations for e-invoicing. Fiuu shall take appropriate measures to mitigate any adverse effects and comply with all applicable regulatory requirements.

25.7 The Merchant shall indemnify Fiuu for any losses incurred by Fiuu due to any incident caused by the Merchant under this Clause 25. Fiuu shall not be liable for any losses or damages incurred by the Merchant arising from the unauthorized release, disclosure, data breach or information leakage during and after the transmission of e-invoice to LHDN.

25.8 The Merchant shall, and shall procure its service providers to, comply with the applicable security requirements and established security standards.

25.9 In the event of an unauthorized release, disclosure, data breach or information leakage, each Party shall promptly notify the other Party, where applicable, the notification shall include an incident report with the nature of breach, root cause and mitigating actions properly documented.

25.10 Each Party shall promptly notify the other Party upon becoming aware of or suspecting a cybersecurity incident and provide an incident report as soon as it is available.

FIUU (MY) MERCHANT SERVICE AGREEMENT

In witness whereof this Agreement has been entered into on the date stated at the beginning.

RAZER MERCHANT SERVICES SDN BHD

_____
(signature)

SIGNED BY

for and on behalf of

Razer Merchant Services Sdn Bhd

Witnessed by:

Witness Name:

[_____]
(Name of the Merchant Company)

_____
(signature)

SIGNED BY

for and on behalf of

[_____]
(Name of the Witness Company)

Witnessed by:

Witness Name:

FIUU (MY) MERCHANT SERVICE AGREEMENT

Table 1 – Nature of Business (Business Category)

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

FIUU (MY) MERCHANT SERVICE AGREEMENT

Malaysia E-Commerce Payment Gateway Fee Structure (Corporate Plan)

Payment Channels	Mark [X] where applicable
VISA/Mastercard (credit/debit card)	[ ]
FPX	[ ]
China Online Payment	[ ]
E-wallets Online	[ ]
Paynet DuitNow QR	[ ]

Fee Structure	
Account Setup Fee	MYR 7,500 Waived
Renewal Fee	MYR 2,500 Waived

VISA / Mastercard	
Local Card – Credit card	1.1%
Local Card – Debit/Prepaid card	0.8%
Foreign Card – Credit card	2.7%
Foreign Card – Debit/Prepaid card	2.7%
MyDebit	0.5%
FPX B2C (per transaction)	MYR 0.60
FPX B2B (per transaction)	MYR 1.20

*MYR 0.60 (Refund for FPX via Online Refund Facility - ORF)

E-wallets Online	
Maybank QRPay Push Online	0.9%
TNG Digital Online	1.0%
GrabPay Online	1.1%
ShopeePay Online	0.9%

Boost Online	1.0%

Paynet DuitNow QR (National Unified QR)

Domestic CASA, E-Wallets	0.9%
Foreign CASA, E-Wallets	0.9%
Domestic Line-of Credit (Credit Card Account)	0.9%
MYR 0.60 (Refund for DuitNow via Online Refund Facility (ORF))	

China Online Payment

Alipay CN	1.0%
Alipay+	2.0%
Alipay+ (GCASH/KAKAOPAY)	2.4%
UnionPay	1.6%
WeChat Pay Cross Border Online E-Wallet	0.9%

Digital Token

Apple Pay	+ 0.1%
Google Pay	+ 0.1%

Settlement Period

Settlement Period & Processing Charges (x) where applicable: -
The transactions' payment will be settled weekly on every Monday and Thursday or T+2 or period mutually agreed by. If the Settlement date falls on non-Business Day, it will be remitted on the next Business Day.

Notes:

(1) Where there is any Transaction to be refunded to an E-Wallet pursuant to the instruction by the E-Wallet Issuer, the amount will be debited from Merchant account, RMS will notify Merchant of the same by email or letter and wherever possible accompanied by an explanation of the reason for it. The refund into the E-Wallet will be initiated within fourteen (14) days from the instructions by the E-Wallet Issuer.

(2) Where there is any Transaction to be refunded to an E-Wallet pursuant to the instruction by the Merchant, the amount will be debited from Merchant account, and such refunds will only be made to the E-Wallet upon which the original Transaction was debited and not by any other method, and it will incur a service charge specified in the Appendix A. For the avoidance of doubt, such refunds request by the Merchant will only be entertained within four (4) Business Days from the date of the Transaction.

(3) Transaction fee charge to Merchant is subject to Applicable Taxes at prevailing tax rate.

FIUU (MY) MERCHANT SERVICE AGREEMENT

SCHEDULES

The Merchant hereby acknowledges and agrees that by entering into a contract/commercial agreement with Fiuu, the Merchant has undertaken the necessary risk assessment to mitigate any potential risks that may emerge in relation to the contract/commercial arrangement entered into with Fiuu. For the avoidance of doubt, the specific terms and conditions in the Schedules below shall only apply to the Payment Channel(s) as subscribed by the Merchant and shall be read together with the Agreement.

1) Schedule 1 – FPX Service Payment Channel

Refer to the following link: https://fiuu.com/terms-of-services/my/schedule-1-fpx-service-payment-channel/

2) Schedule 2 – Credit Card Payment Channel

Refer to the following link: https://fiuu.com/terms-of-services/my/schedule-3-credit-card-payment-channel/

3) Schedule 3 – Google Pay Payment Channel

Refer to the following link: https://fiuu.com/terms-of-services/my/schedule-4-google-pay-payment-channel/

4) Schedule 4 – Atome Payment Channel

Refer to the following link: https://fiuu.com/terms-of-services/my/schedule-5-atome-payment-channel/

5) Schedule 5 – Grab Pay Later Payment Channel

Refer to the following link: https://fiuu.com/terms-of-services/my/schedule-6-grab-pay-later-payment-channel/

6) Schedule 6 – MyDebit Payment Channel

Refer to the following link: https://fiuu.com/terms-of-services/my/schedule-7-mydebit-payment-channel/

7) Schedule 7 – DuitNow QR Payment Channel

Refer to the following link: https://fiuu.com/terms-of-services/my/schedule-8-duitnow-qr-payment-channel/

8) Schedule 8 – Alipay+ Payment Channel

Refer to the following link: https://fiuu.com/terms-of-services/my/schedule-9-alipay-payment-channel/

9) Schedule 9 – DuitNow Online Banking/Wallets Payment Channel

Refer to the following link: https://fiuu.com/terms-of-services/my/schedule-10-duitnow-online-bankingwallet-payment-channel/

10) Schedule 10 – Physical/Offline Terminal Obligations (Applicable to Merchant applying for physical/offline payment channels and is using Terminal at the Merchant's outlets/stores)

Refer to the following link: https://fiuu.com/terms-of-services/my/schedule-11-physicaloffline-terminal-obligations/

11) Schedule 11 – ShopBack PayLater Payment Channel

Refer to the following link: https://fiuu.com/terms-of-services/my/schedule-12-shopback-paylater-payment-channel/