This Debia Service Agreement shall be construed as a legal and binding agreement between Merchant and Debia. (Hereinafter referred to as "**Agreement**")

By applying for Debia Service through the signing of Debit Service Application Form or by using Debia Service as defined below, Merchant acknowledges that Merchant has read, understood, and agrees to be bound by all the terms and conditions of this Agreement.

BETWEEN

DEBIA SDN. BHD. (Company No. 201601033028 (1203969-W)), a company incorporated in Malaysia under the Companies Act 1965 with its registered address at Wisma UOA II, 7th Floor, Suite 07-12, No. 21, Jalan Pinang, 50450 Kuala Lumpur, Malaysia (hereinafter referred to as "**Debia**") of the first part;

AND

The person or entity whose name and address are described in the Debia Service Application Form (hereinafter referred to as "**Merchant**") of the second part.

Debia and Merchant shall collectively be referred to as "**Parties**" and individually as "**Party**".

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, unless the context otherwise requires, the following terms shall have the respective meaning assigned to them: -

" Acquirer"	means an institution that Debia is working with to process Payment Instrument transactions which enables Merchant to accept Payment Instrument as mode of payments by Customer;
"ADC Event"	means account data compromise event, which is an occurrence that results, directly or indirectly, in the unauthorised access to or disclosure of Payment Card data or the unauthorised manipulation of Payment Card data controls, such as Payment Card account usage and spending limits and as further ascribed in **Schedule 4**;
"Agreement"	means Debia Service Application Form and this Debia Service Agreement including its recitals, schedules, annexures or appendices hereto, and such other documents which are either expressly incorporated as part of the Agreement or by reference;
"AMLA"	means Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001;
"BNM"	means Bank Negara Malaysia;
"Business Day"	means any day which is not a Saturday, Sunday or public holiday in Kuala Lumpur, Malaysia;
"Confidential Information"	means any confidential, trade secret or proprietary information (which may be business, financial or technical information) disclosed by one Party to the other under this Agreement that is marked confidential or if disclosed orally designated as confidential at the time of disclosure or that should be reasonably understood to be confidential;

"Customer"	means the individual or entity who uses a Payment Instrument as a mode of payment for the purchase of Goods from Merchant;
"Debia Property"	means any Debia signs, equipment, fittings, furniture or other property provided for use by Merchant in connection with the Agreement which shall include the POS Terminal (if provided by Debia) and Debia System;
"Debia Service"	means Debia's proprietary payment application which provides payment processing services to Merchant for the processing of Transactions as well as enabling acceptance of Payment Instruments for the sale or offer of Goods by Merchant to Customer;
"Debit Service Application Form"	means the application form to be completed by Merchant to apply to be Debia's merchant;
"Debia System"	means any Debia's electronic or web-based system which Debia grants access to Merchant for the purpose of the Debia Service or that Debia uses to issue notices to Merchant;
"DuitNow"	means a real-time, interoperable account-to-account payment scheme operated by PayNet that enables instant credit transfers and QR-based payments across participating financial institutions and approved non-banks in Malaysia;
"Dynamic QR Code"	means a unique and changeable QR Code produced by Merchant which has Merchant's account details and Transaction information (including the Transaction Amount) embedded within the QR Code which can only be scanned once;
"E-Wallet"	means electronic wallet, which is a Payment Instrument that stores monetary values that is paid in advance by the user to the issuer of the E-Wallet. The E-Wallet can be used to make Transaction by Customer for the purchase of the Goods from Merchant;
"Easy Payment Plan"	means any Transaction Amount which can be paid by Customer by way of interest free instalments as designated by Debia from time to time;
"Effective Date"	means the date of the Debia Service Application Form signed by Merchant;
"FPX"	means Financial Process Exchange, which is an exchange infrastructure and application platform operated by PayNet. It is a secure online payment gateway system that allows consumers to make real time online payments by using their existing savings or current account maintained with the participating banks;
"Goods"	means merchandise and/or services sold by Merchant to Customer;
"Mark"	means the names, marks, designs, logos, signs, acronyms and other insignia (whether registered or unregistered) used or to be used by Debia in connection with Debia Service including all variations thereof and amendments thereto from time to time;
"Merchant"	means a retailer, any individual, association, society, firm, or corporation specified in the Debia Service Application Form;

“Merchant’s Designated Account”	means a deposit account maintained with any bank licensed by BNM in Malaysia which shall be nominated by Merchant for the purpose of receiving the Settlement Amount from Debia;
"MID"	means Merchant’s unique identification number assigned by Debia;
“MOTO”	means Mail Order or Telephone Order, whereby the Transaction involving an order for the purchase of Goods by Customer via mail, email, telephone or facsimile to Merchant;
“MyDebit”	means a domestic debit card scheme operated by PayNet that allows Customers to make payments for Goods in-store or online store by debiting directly from Customer’s nominated savings or current account maintained with the participating banks;
“NFC”	means near-field communication, which is a wireless technology that allows contactless exchange of data between readers and payment devices or NFC-enabled Payment Instruments;
"PA-DSS"	means Payment Application Data Security Standard, which is a set of comprehensive security requirements developed by PCI SSC to encourage and enhance Payment Card data security and facilitate the broad adoption of consistent data security measures globally;
"Payment Card"	means a valid physical or virtual card either credit, debit, prepaid or charge card bearing the symbol and programme marks together with other emblems, slogans, insignia and copyrights as adopted by Payment Instrument Networks;
"Payment Instrument"	means either a physical or virtual material including, but not limited to, Payment Card, E-Wallet, DuitNow and/or FPX which allow Customer to make Transaction for the purchase of Goods from Merchant;
"Payment Instrument Networks"	means a payment system that enables payment to be made using a Payment Instrument under its brand and provides clearing and/or settlement services for its members;
“PayNet”	means Payment Network Malaysia Sdn Bhd;
"PCI DSS"	means Payment Card Industry Data Security Standard, which is a set of comprehensive requirements developed by PCI SSC to encourage and enhance Payment Card data security and facilitate the broad adoption of consistent data security measures globally;
"PCI SSC"	means Payment Card Industry Security Standards Council, a council that is responsible for the development, education and awareness of the PCI security standards including PA-DSS and PCI DSS;
"PDPA"	means Personal Data Protection Act 2010;
"Personal Data"	means any information that relates directly or indirectly to an individual who can be identified from that information or from other information in Merchant’s possession including but not limited to a Personnel of Debia;

"Personnel"	means, in relation to a Party, its officers, employees, and agents who are directly engaged in the performance of this Agreement;
“PIN”	means a personal identification number created by Customer for a Payment Instrument for the purpose of effecting payment for Transaction at Merchant’s payment terminal e.g., POS Terminal with PIN verification capability;
“PIN Pad”	means a device that enables Customer to enter a PIN at a payment terminal;
"POS Terminal"	means point of sale terminal, which is a device electronically activated to read and record the data of each Transaction located at Merchant's outlet;
“QR Code”	means quick response code, which is a type of matrix barcode or two-dimensional barcode that contains information about an item to which it is attached. There are two (2) types of QR Codes i.e. Static QR Code and Dynamic QR Code;
“Recurring Payment”	means a Customer’s periodic Transaction Amounts payable to Merchant, of which the same are being billed directly to Customer’s Payment Card account as authorised in the standing instruction;
“Sales Slip”	means a document in the form provided by Debia or any Acquirers or Payment Instrument Networks from time to time to Merchant for the purpose of recording, confirming and evidencing Goods purchased by Customer through the use of a Payment Instrument;
"Service Fees"	means all fees and charges, excluding Transaction Fee, payable by Merchant to Debia in relation to the Debia Service as specified in the Debia Service Application Form or any written notice provided by Debia or imposed by Debia from time to time;
"Settlement Amount"	means the amount payable by Debia to Merchant under the Agreement for each successful Transaction based on the Transaction Amount less Transaction Fee or any other fees or charges as notified by Debia from time to time;
"Standards"	means any bylaws, rules, regulations, policies and procedures of Payment Instrument Networks, Acquirers and Debia or any code of practice, guidelines or standards issued or amended from time to time by relevant regulators or industry bodies;
“Static QR Code”	means a fixed and unchangeable QR Code provided by Debia, Acquirers or Payment Instrument Networks to Merchant which only has Merchant’s account details embedded within the QR Code, and can be scanned repeatedly;
"TID"	means a unique identification number assigned to a POS Terminal that is registered under Merchant;
"Transaction"	means any type of sales transaction effected using Payment Instruments for the purchase of the Goods by Customer from Merchant;
"Transaction Amount"	means the amount charged to the Payment Instrument for Goods purchased by Customer from Merchant; and

"Transaction Fee" means the fee that is deductible and payable by Merchant to Debia for the Debia Service and is calculated in the manner and at the rate specified in the Debia Service Application Form or any other document provided by Debia, or at such other rate as notified by Debia to Merchant from time to time.

1.2. Words bearing the singular in this Agreement shall include the plural and vice versa.

2. TERM

This Agreement will commence from the Effective Date and shall continue to be valid until terminated in accordance with the terms and conditions of this Agreement.

3. PROPRIETARY RIGHTS

3.1. Debia hereby grants to Merchant, for the term of this Agreement, a non-assignable non-exclusive license to use the Mark as stipulated or permitted by Debia and Merchant agrees that it shall derive no title or interest in the Mark or any part thereof and shall not attain any goodwill in respect thereof.

3.2. Merchant hereby undertakes to put up and display such signs and to distribute such materials at its premises and/or websites relating to this Agreement, whether such materials contain the Mark, as may be reasonably required by Debia from time to time but not to otherwise do so without the prior written consent of Debia.

3.3. During the term of this Agreement, Merchant hereby authorises and consents to Debia making reference to, using and reproducing Merchant's name, trademarks, logos, signs, acronyms and other insignia in any material or medium, for advertisement, publicity and promotion of Debia Service provided that Debia shall not thereby or otherwise derive any title, interest, claim, right or goodwill in the same.

4. REPRESENTATIONS AND WARRANTIES

Merchant hereby irrevocably and unconditionally represents and warrants as follow: -

4.1. if Merchant is a company or corporation, it is a company or corporation duly incorporated and validly existing under the laws of Malaysia and has full power and authority to enter into this Agreement and the execution, delivery and performance of this Agreement are within its corporate power, have been duly authorised by all necessary corporate action, do not contravene its memorandum and articles of association and do not violate any law or regulation or any judgement, order or decree of any governmental authority, or any contract or undertaking binding on or affecting it;

4.2. if Merchant is a natural person, he has full power and authority to enter into this Agreement;

4.3. any information provided by Merchant to Debia is complete, updated, true and accurate and not misleading in any material respect;

4.4. the individual signing the Debia Service Application Form is duly authorised on Merchant's behalf to sign and bind Merchant to the provisions of the Agreement;

4.5. this Agreement constitutes the legal, valid and binding obligation of Merchant in accordance with their respective terms;

4.6. Merchant has and will maintain, at its own cost and expense, all licenses, authorisations, consents, approvals and permits required by applicable laws to perform Merchant's obligations under this Agreement;

4.7. all information provided by Merchant in connection with this Agreement does not contain any untrue statement or omit to state any fact the omission which makes any statements made therein in the light of the circumstances under which they are made, misleading, and are made on reasonable grounds after due and careful inquiry and Merchant is not aware of any material facts or circumstances that have not been disclosed to Debia which might, if disclosed, adversely affect Debia's decision to enter into this Agreement;

4.8. shall have legal or legitimate rights to sell and market such Goods offered and posted in Merchant's website and/or platform or any face-to-face channels;

4.9. at all times, comply with the requirements prescribed in the Standards in relation to all other matters not specifically provided in the Agreement;

4.10. Upon request by Debia, to furnish invoices, bills, receipts or other supporting documents in relation to or in connection with the Debia Service;

4.11. permit and accept payment by Customers using any Payment Instruments in accordance with the terms and conditions of the Agreement and Standards;

4.12. honour without discrimination the Payment Instrument when properly presented to Merchant as means of payment from Customer;

4.13. not submit to Debia any Transaction that:

(a) Merchant knows or should have known to be fraudulent, counterfeit, suspicious, wrongful or not authorised by Customer; or

(b) Merchant knows or should have known to be authorised by Customer colluding with Merchant for a fraudulent, counterfeit, suspicious or wrongful purpose;

4.14. shall not provide or disclose any information in relation to or in connection with the Transaction to any unauthorised third party;

4.15. shall not use Debia Service to conduct any fraudulent, immoral or illegal activities or such activities that may infringe the intellectual property rights of third parties;

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

4.17. shall not at any time represent to any third party as an agent of Debia;

4.18. ensure that Customer understands who is responsible for the Transaction such as delivery of Goods, customer service and dispute resolution, all in accordance with the terms applicable to the Transaction;

4.19. be responsible and financially liable for all Transactions and liable for all acts, omissions, Customer disputes, and other Customer service-related issues caused by Merchant;

4.20. not transfer or attempt to transfer any of Merchant's financial liability by way of asking or requiring Customers to waive their rights to make a claim;

4.21. provide the necessary documents, records and information of the Transaction or Customer upon request by Debia, Acquirers and/or Payment Instrument Networks;

4.22. be responsible for staying apprised of all applicable changes to the Agreement and Standards and maintaining compliance with the Agreement and Standards. The Standards may be available on the websites of Acquirers or Payment Instrument Networks;

4.23. shall not take action that could interfere with or prevent Debia, Acquirers or Payment Instrument Networks from exercising its rights under the Agreement or Standards;

4.24. when accepting a Payment Instrument for payment, Merchant must comply with the acceptance procedures prescribed by the Agreement, Standards or any other requirements notified by Debia, Acquirers or Payment Instrument Networks from time to time.

5. UNDERTAKINGS BY MERCHANT

Subject to the provisions of this Agreement, Merchant agrees and undertakes throughout the term of this Agreement that the Merchant shall: -

5.1. provide all necessary supporting documents or particulars designated in the Debia Service Application Form and any other information as may be required by Debia from time to time;

5.2. promptly inform Debia on any change on Merchant's name, address, product and/or services, sales model and/or channel, style, constitution or composition whether by retirement, expulsion, death or admission of any partner or parties, amalgamation, reconstruction or otherwise;

5.3. provide Debia Service without imposition of any surcharge, special charge or taking any security from Customer in relation to the Transaction;

5.4. not require the Customer to pay any part of the fees which Merchant may be liable to pay Debia hereunder whether through an increase in price or otherwise or to pay any contemporaneous finance charge in connection with the Transaction;

5.5. not make any warranty or representation whatsoever in relation to the Debia Service or whatsoever which may bind Debia or render Debia liable in any way whatsoever;

5.6. at its own expense and before the time agreed for installation or activation of Debia Service, prepare and provide the necessary, compatible operational equipment, software and connection specified by Debia for the purposes of using Debia Service; and where necessary, prepare and provide such interface hardware and software to Debia;

5.7. not alter, copy, modify or tamper with any hardware and software provided by Debia;

5.8. install such measures as may be necessary to protect the security and integrity of related hardware or software, whether owned by Merchant or Debia;

5.9. where required, comply with all security or encryption standards, rules and procedures imposed by Debia or otherwise ordinarily required in the course of business;

5.10. make connection to such other systems as Debia may require from time to time;

5.11. maintain at Merchant's own expense adequate quantities of consumables for the hardware as may be required from time to time;

5.12. not sell, assign, license, transfer or permit the use of Debia Service software or hardware by any party without prior written permission from Debia;

5.13. prior to effecting Debia Service, provide the particulars of the Merchant's Designated Bank Account to Debia;

5.14. inform Debia of any change in the particulars of the Merchant's Designated Bank Account within fourteen (14) days of effecting such a change;

5.15. maintain, throughout the term of this Agreement, adequate and competent personnel to operate Debia Service;

5.16. at all times observe and comply with the guidelines and procedures on the acceptance of Payment Instruments as provided by Debia and those from Acquirers and/or Payment Instrument Networks during the term of this Agreement;

5.17. accept all Payment Instruments provided by Debia Service as a payment method for Customer's purchase of Goods;

5.18. not impose a minimum Transaction Amount for the acceptance of an otherwise valid Payment Instrument from Customer as a method of payment;

5.19. include in the value of the Transaction Amount any tax applicable to be collected and shall not collect the tax applicable separately in cash;

5.20. observe and perform all obligations under Merchant's contract with Customer including, but not limited to, the nature, quality and delivery of Goods sold to Customer;

5.21. not sell, purchase, provide or exchange Payment Instrument, Transaction or personal information of or about a Customer to anyone other than Debia, Acquirers, Payment Instrument Networks, or as required by the relevant authority. This provision applies to carbon copies, mailing lists, database files, tapes, and all other media created or obtained because of a Transaction;

5.22. ensure that the Goods comply with all laws applicable to Merchant, Customer, Debia, Acquirers, Payment Instrument Networks, and the Standards. Examples of prohibited or restricted Goods can be found in **Schedule 5** of the Agreement;

5.23. not perform or accept any Transaction in any other locations outside of Malaysia without Debia's prior written approval;

5.24. not move any POS Terminal from the location approved by Debia without Debia's prior written approval; and

5.25. not use any POS Terminal, if applicable, beyond the scope of this Agreement.

6. UNDERTAKINGS BY DEBIA

Subject to the provisions of this Agreement, Debia agrees and undertakes throughout the term of this Agreement that it shall: -

6.1. use its best endeavours to provide the Debia Service to the Merchant for which the Merchant has applied and paid the applicable fees;

6.2. provide training on the use and operation of the hardware and/or software for Debia Service to Merchant's personnel on such terms as the Parties shall agree;

6.3. where required and at Merchant's expense, install the hardware at Merchant's premises on or by such installation date as the Parties may agree; and

6.4. Debia makes no representations or warranties of any kind with respect to the systems operated by Debia or any software and/or hardware provided, or any part thereof, express or implied, and shall not be liable to Merchant for any loss or damage howsoever caused and regardless of the form of loss or damage which may be suffered or incurred by Merchant or any third party in connection with this Agreement including (without prejudice to the generality of the foregoing) any loss of profit in consequence of a breakdown in providing Debia Service or part thereof.

7. DEPOSIT

7.1. Debia may, at its absolute discretion, require the Merchant to pay a deposit in such manner as Debia deems fit, as security for the due performance and observance by the Merchant of its obligations under this Agreement.

7.2. If the Merchant fails to remit the deposit within the timeline stipulated by Debia, Debia may, without prejudice to any of its other rights or remedies and without any liability to the Merchant, suspend or terminate this Agreement by written notice. In the event of such suspension or termination, neither Party shall have any claim against the other, save for any antecedent breaches.

7.3. If the Merchant fails to perform or complete any of its obligations under this Agreement and Debia suffers loss or damage as a result, Debia shall be entitled to deduct such loss or damage from the deposit.

7.4. Debia may, at its discretion, deduct from the deposit any fees, charges, or other amounts due and payable by the Merchant under or in connection with this Agreement.

7.5. Where any deduction is made under **Clauses 7.3 and/or 7.4**, the Merchant shall, within five (5) days of written notice from Debia, top up the deposit to its original amount. Failure to do so shall entitle Debia to suspend or terminate this Agreement with immediate effect upon written notice.

7.6. The deposit shall not relieve the Merchant of its obligations to pay any sums due under this Agreement, nor shall it constitute a waiver of any rights or remedies available to Debia.

7.7. If the deposit is insufficient to cover any loss, damage, fees, or charges due to Debia, the outstanding balance shall constitute a debt due and owing by the Merchant to Debia.

7.8. Debia may revise the required deposit amount at any time by providing the Merchant with fourteen (14) days’ written notice.

7.9. Subject to the Merchant having fully performed and complied with all of its obligations under this Agreement, the deposit shall be refunded to the Merchant without interest:

(a) at any time during the term of this Agreement, at Debia’s sole discretion; or

(b) upon termination of this Agreement.

8. SETTLEMENT

During the term of this Agreement and in consideration of Merchant performing its obligations under this Agreement, Debia shall pay the Settlement Amount to Merchant as stipulated under **Schedule 1** of this Agreement.

9. RIGHTS TO SET-OFF AND DEDUCT BY DEBIA

Debia shall be entitled, at any time and without notice, to deduct, withhold, or set off any fees, charges, losses, damages, costs, or expenses incurred or recoverable from the Merchant under this Agreement against any sums payable or otherwise due to the Merchant. Such set-off or deduction may be effected by debiting or earmarking any funds held by Debia on behalf of the Merchant, including any Settlement Amounts or balances in accounts maintained with Debia. In the event that the available funds are insufficient to satisfy the amounts owed, the shortfall shall constitute a liquidated debt due and owing from the Merchant to Debia, recoverable in full in any court of competent jurisdiction.

10. SERVICE FEES

10.1. All Service Fees shall be payable by the Merchant in accordance with the timelines specified in the Debia Service Application Form or in any written notice issued by Debia. Service Fees may be revised from time to time at Debia's sole discretion, and any such revision shall take effect on the date of the notice or such later effective date as may be specified therein.

10.2. Debia shall be entitled to deduct the Service Fees from the Settlement Amount payable to the Merchant or from any account maintained by the Merchant with Debia, in accordance with the applicable payment due date specified in the Debia Service Application Form or any written notice issued by Debia. For the avoidance of doubt, such deduction shall be without prejudice to Debia's rights under **Clause 9 (Rights of Set-Off and Deduction)**.

10.3. In the event that the Settlement Amount or funds in the Merchant's account are insufficient to satisfy the Service Fees due, the Merchant shall, upon demand, remit the outstanding Service Fees to Debia immediately and without set-off or delay.

10.4. The Merchant acknowledges that all Service Fees paid are non-refundable, including in the event of any suspension or termination of this Agreement, regardless of cause.

10.5. All Service Fees are exclusive of taxes. Debia shall be entitled to add any applicable taxes to the Service Fees, and the Merchant shall be solely responsible for the payment of all such taxes.

11. TAXES, COSTS AND EXPENSES

11.1. All taxes and other charges imposed or to be imposed by the government or such competent authorities in respect of the provision of Debia Service or in connection with this Agreement shall be borne by Merchant and Merchant shall reimburse and indemnify Debia for the payment of the same in respect of the provision of Debia Service or in connection with this Agreement.

11.2. If Debia is required by applicable law to deduct or withhold any taxes from payments due to the Merchant under this Agreement, Debia shall be entitled to make such deductions or withholdings and remit the same to the relevant governmental authority. Debia shall have no obligation to gross-up or pay any additional amounts to the Merchant in respect of such deductions or withholdings.

11.3. Each Party shall bear its own costs and expenses in connection with the negotiation, preparation, execution, and delivery of this Agreement. The Merchant shall bear any stamp duty applicable to this Agreement.

11.4. Unless expressly stated otherwise in this Agreement, all actions, obligations, and deliverables required to be undertaken by the Merchant under this Agreement shall be performed at the Merchant's sole cost and expense.

12. DISPUTED TRANSACTIONS

12.1. Debia shall not be responsible or liable for:

(a) any claim or dispute arising between the Merchant and its Customer in relation to any Goods, including but not limited to issues of merchantability, fitness for purpose, quality, quantity, delivery, or performance;

(b) any dispute raised by the Customer in respect of a Transaction.

12.2. For the avoidance of doubt, the Transaction is strictly between the Merchant and the Customer, and Debia shall not, at any time or under any circumstance, be deemed a party to any dispute or claim arising therefrom.

12.3. Notwithstanding the foregoing, in the event that any dispute or claim specifically relates to the use or functionality of the Debia Service, such dispute shall be addressed in accordance with the terms of this Agreement. The Merchant shall notify Debia in writing of such disputes within fourteen (14) calendar days from the date of occurrence. Debia shall not be obliged to investigate or resolve disputes reported beyond this notification period.

12.4. In the event of any discrepancy or dispute relating to a Transaction, the records maintained by Debia shall be deemed final and conclusive unless proven otherwise. Where discrepancies exist between the records of Debia and the Merchant, both Parties shall cooperate in good faith to investigate and resolve such discrepancies using available information from both sides, and make proper adjustments, if any.

12.5. The Merchant shall be solely responsible for refunding any sums arising from overpayments, duplicate payments, cancellations, or other reversible Transactions. Where a Transaction was processed via the Debia Service and/or a Payment Instrument Network, the refund shall be effected only through the Debia Service and, where applicable, credited back to the same payment instrument used for the original Transaction in accordance with the Standards.

13. CONFIDENTIALITY

13.1. Each Party agrees that:

(a) it shall not disclose to any third party, or use for any purpose other than as expressly permitted under this Agreement, any Confidential Information disclosed by the other Party;

(b) it shall take reasonable measures to maintain the confidentiality of all Confidential Information of the disclosing Party in its possession or control, which in no event shall be less than the measures used to protect its own confidential or proprietary information of a similar nature; and

(c) it shall not reverse engineer, disassemble, or decompile any prototypes, software, or other intangible materials embodying the other Party's Confidential Information provided under this Agreement.

13.2. The obligations in **Clause 13.1** shall not apply to information that:

(a) is or becomes publicly available without breach of this Agreement by the receiving Party;

(b) is lawfully received by the receiving Party from a third party without restriction on use or disclosure and without breach of a confidentiality obligation;

(c) was already known to the receiving Party prior to disclosure by the disclosing Party, or is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information;

(d) is disclosed with the prior written consent of the disclosing Party.

13.3. A Party may disclose the Confidential Information of the other Party to its Personnel strictly on a need-to-know basis, provided that such Personnel are bound by confidentiality obligations no less restrictive than those set forth in this Agreement.

13.4. Each Party shall ensure that the Confidential Information of the other Party is used solely for the purpose of performing its obligations under this Agreement.

13.5. Notwithstanding the foregoing, either Party may disclose the other Party's Confidential Information:

(a) to the extent required by law, regulation, or court order, or by any governmental or regulatory authority with jurisdiction, provided that (to the extent legally permissible) the disclosing Party gives prompt notice to the other Party and, where practicable, provides a reasonable opportunity to seek a protective order or other appropriate remedy;

(b) on a confidential and need-to-know basis to its legal counsel, auditors, accountants, contractors, consultants, banks, and other professional advisors or financing sources, provided that such recipients are subject to confidentiality obligations materially similar to those set forth in this Agreement.

13.6. The obligations in this **Clause 13** shall survive the termination or expiry of this Agreement.

14. PRIVACY

14.1. The Parties recognise that in performing obligations under this Agreement, a Party may have access to Personal Data relating to customers, agents, or employees and the recipient Party undertakes that:

(a) it shall not, at any time, use or copy the Personal Data for any reason other than for the purposes of carrying out the covenants or obligations under this Agreement; and

(b) it shall at all times comply with all the applicable laws pertaining to confidentiality and the privacy of Personal Data including the PDPA.

14.2. Merchant shall:

(a) take all reasonable steps to ensure that the Personal Data is protected against misuse and loss, and from unauthorised access, modification or disclosure;

(b) deploy technical and organisational measures to ensure compliance with all applicable privacy and data protection laws and to inform Debia immediately if any of the measures are breached;

(c) permit Debia (or its appointed auditors) to conduct audits and inspections of Merchant's systems, processes and controls to ensure compliance;

(d) ensure that Merchant's Personnel must not, directly or indirectly use the Personal Data except to the extent necessary to perform Merchant's obligations under this Agreement;

(e) not disclose Personal Data whether directly or indirectly to any person without the prior written consent of Debia;

(f) apply role-based access restrictions so that only authorised Personnel can access Debia-related data and systems, thereby preventing misuse or abuse of any data handled under the Agreement;

(g) refrain from any act or omission that may cause Debia to be in breach of applicable privacy laws; and

(h) not transfer or allow the transfer of Personal Data outside of Malaysia without Debia's prior written consent.

14.3. Upon termination or expiry of this Agreement, Merchant shall promptly return to Debia or, if requested by Debia, destroy all copies of the Personal Data, in which case any right to use, copy or disclose that Personal Data ceases.

14.4. This **Clause 14** shall survive the termination or expiry of the Agreement.

15. DATA SECURITY AND PROTECTIONS

15.1. Merchant shall, at its sole cost and expense, comply with this Agreement and all applicable Standards, including but not limited to PCI DSS and PA-DSS, when handling Customer's information for Payment Card Transactions.

15.2. Merchant shall, at the request of Debia, any Acquirer, or any Payment Instrument Network, undertake any validation or compliance exercise (including but not limited to self-assessment questionnaires, onsite reviews by a qualified security assessor, network scans by an approved scanning vendor, or submission of compliance status reports) at such frequency as and when deemed necessary by Debia. Merchant shall provide full cooperation, unrestricted access, and shall fully bear all costs arising therefrom.

15.3. In the event of any actual or suspected breach in security which results in, or may result in, unauthorised access to, disclosure of, or use of the confidential information maintained by Merchant, Merchant shall:

(a) notify Debia immediately upon discovery and in any event without undue delay;

(b) provide Debia with all details of the breach; and

(c) take all necessary corrective actions at Merchant's expense as may be required by Debia, Acquirers, regulators, or Payment Instrument Networks.

15.4. Merchant shall indemnify and hold harmless Debia against all losses, damages, fines, penalties, costs and expenses arising out of or in connection with any breach of this **Clause 15**.

16. ANTI-MONEY LAUNDERING

Merchant shall:

16.1. ensure that all monies involved in any Transactions under this Agreement originate from lawful sources and not unlawful activities as defined under the applicable laws;

16.2. promptly notify Debia if any Transaction is made on behalf of Customer or any third party;

16.3. upon receipt of Debia's request, furnish verification of the identity of the Customer, beneficiary, and/or any third party to the Transaction, and such other information as Debia may require, including, but not limited to, certified true copies of authorisations to act or supporting documents. Debia shall be entitled to retain copies of such information;

16.4. declare and certify that all "know your customer" checks have been duly and properly conducted, including, but not limited to, the verification of identity, existence, address and nature of business of the beneficiary, and that the monies, funds or collateral arise from lawful sources as defined under the applicable laws;

16.5. disclose and furnish to Debia any information requested by Debia within the period specified, whether for purposes of complying with this Agreement, any Standards, or applicable laws; and

16.6. not use, or permit the use of, the payment made via Transactions for money laundering, terrorism financing, or violate any laws relating to money laundering as defined under the applicable laws.

17. ANTI-BRIBERY AND CORRUPTION

17.1. In performing the obligations under this Agreement, the Parties shall comply with all applicable anti-bribery and anti-corruption laws, including but not limited to the Malaysian Anti-Corruption Commission Act 2009.

17.2. Each Party hereby acknowledges and agrees:

(a) it shall not, directly or indirectly, engage in conduct that may constitute or be construed as a violation of these laws and requirements, including but not limited to, offering bribes or facilitating payments to a public official or to any other Party;

(b) that it will ensure that its activities in connection or relating to its obligations under this Agreement will not cause the other Party to be in breach of any anti-bribery and anti-corruption laws;

(c) that it will ensure that it has appropriate and adequate internal procedures within its organisation to prevent bribery by its workforce and other people under its control; and

(d) if a Party, in connection with or relating to its obligations under this Agreement, is asked to partake in any activity, that is in violation of any anti-bribery or anti-corruption laws or becomes aware of any such conduct by its workforce or within its control and concerning or relating to this Agreement, such Party agrees to immediately report the details of this to the other Party.

18. ACCESS TO DEBIA SYSTEM

18.1. Debia may, at its discretion and to the extent necessary for Merchant to fulfil its obligation under this Agreement, grant Merchant access to the applicable Debia System.

18.2. Merchant shall comply with all guidelines, directions, and security protocols prescribed by Debia from time to time in relation to access and use of the Debia System, including interface protocols and virus checking procedures.

18.3. Merchant shall, at its own expense, obtain and maintain, all equipment, software, and services necessary to access and use the Debia System, as specified by Debia from time to time.

18.4. If, for any reason, Merchant is unable to access or use the Debia System, Merchant shall immediately use such alternate means as may be approved by Debia to perform the relevant business process.

18.5. Where Debia issues login credentials to Merchant for the use of or access to the Debia System, Merchant shall be solely responsible to:

(a) ensure that such credentials are only accessible to Merchant's authorised Personnel;

(b) implement appropriate measures to safeguard such credentials; and

(c) notify Debia immediately if Merchant becomes aware that credentials have been compromised, suspected compromise, or unauthorised access.

18.6. Debia may conduct scheduled or unscheduled maintenance of the Debia System from time to time and Debia shall use reasonable endeavours to notify Merchant in advance. Debia shall not be liable for any losses suffered by Merchant due to such maintenance.

18.7. Debia may, at its absolute sole discretion, suspend or revoke Merchant's access to the Debia System at any time without any liability.

19. DEBIA'S PROPERTY

19.1. All rights, title, and interest in and to Debia Property shall remain vested in Debia at all times.

19.2. Without prejudice to any other rights of Debia, Merchant shall:

(a) not sell, lease, pledge, or part with possession of any Debia Property;

(b) keep Debia Property:

(i) free of any encumbrance;

(ii) clean and in working condition; and

(c) hold Debia Property as bailee or sub-bailee only and account to Debia as fiduciary in relation thereto.

19.3. Debia may require Merchant to insure Debia Property, at Merchant's expense, against loss, theft, or damage from the time of delivery to Merchant until its return to Debia.

19.4. Merchant shall bear the costs of repair and/or replacement of spare parts of Debia Property arising from any negligent act, unauthorised use, abuse, or misuse of the Debia Property by Merchant or its Personnel.

20. RENTAL OF SOFTWARE/HARDWARE

20.1. Where the Merchant is required to use software and/or hardware provided by third-party vendors in order to utilise the Debia Service, including but not limited to payment terminals, the Merchant shall:

(a) enter into all necessary agreements directly with the relevant third-party vendors to procure the required software and/or hardware;

(b) bear full responsibility for the payment of any deposits, fees, or other charges imposed by such vendors; and

(c) refrain from making any warranties, representations, or commitments in respect of the software and/or hardware that may bind or impose any liability on Debia.

21. LIABILITY

21.1. Debia, its holding company, affiliates, subsidiaries, directors, employees, representatives, contractors, and/or its suppliers shall not be liable in any manner for any indirect, consequential, incidental, special, punitive or exemplary loss, damage, liability, cost, expense, or claim whatsoever, including loss of profit, revenue, goodwill or business, arising out of or in connection with Agreement, whether in contract, tort (including negligence), strict liability or otherwise.

21.2. Debia shall not be held liable for any losses or liabilities suffered by the Merchant arising directly or indirectly, incidental, or antecedent pursuant to any transactions between the Merchant and its customers, due to the performance or non-performance of this Agreement, except to the extent such losses are directly caused by Debia's gross negligence or wilful misconduct.

22. INDEMNITY

22.1. Without prejudice to Clause 21, the Merchant shall fully indemnify, defend and hold harmless Debia and its Personnel (collectively, the "**Indemnified Parties**") from and against all claims, losses, damages, penalties, fines, costs and expenses (including full indemnity legal and professional fees), arising from or in connection with:

(a) any breach of this Agreement, applicable laws or Standards by the Merchant or its Personnel, agents or contractors;

(b) any disputes, chargebacks, complaints, fraud or other claims relating to Transactions;

(c) any infringement of third-party intellectual property rights by the Merchant; or

(d) any fines, charges or assessments imposed on Debia by Acquirers, Payment Instrument Networks or regulators due to the Merchant's acts or omissions.

22.2. The Merchant shall further indemnify the Indemnified Parties against any and all claims, liabilities, losses, damages, costs (including full indemnity legal costs), charges, penalties, or expenses arising from or in connection with:

(a) any dispute with a Customer in relation to a Transaction;

(b) any actual or alleged infringement by the Merchant of a third party's intellectual property rights;

(c) any fines, penalties, or financial assessments (including any charges, levies, or enforcement-related fees imposed by Acquirers, Payment Instrument Networks, or regulators) resulting from the Merchant's breach of this Agreement or failure to comply with applicable Standards;

(d) any chargeback, fraud, or other risk caused by the Merchant's activities that necessitate investigation, mitigation, or remediation by Debia; and

(e) any act or omission by the Merchant in connection with the enforcement or exercise of Debia's rights under this Agreement.

22.3. Where indemnifiable losses or liabilities are incurred by Debia in a currency other than Ringgit Malaysia, Debia may convert such amounts at a rate of exchange determined at its sole discretion, and the Merchant shall indemnify Debia for the Ringgit Malaysia equivalent.

22.4. The obligations of the Merchant under this **Clause 22** shall survive the termination or expiry of this Agreement.

22.5. The indemnities provided in this **Clause 22** are separate and independent obligations and shall not be subject to any limitation of liability or exclusion of damages set out elsewhere in this Agreement.

23. SUSPENSION AND TERMINATION

23.1. This Agreement shall take effect upon the Effective Date, which shall mean the date of execution of the Debia Service Application Form or the Merchant’s first use of the Debia Service, whichever is earlier, and shall remain in force and effect until terminated in accordance with the terms of this Agreement.

23.2. Either Party may terminate this Agreement by giving one (1) month's prior written notice to the other Party without the need to provide any reason.

23.3. Without prejudice to any other rights or remedies contained in this Agreement, Debia may, in its absolute discretion and without affecting the accrued rights and obligations of the Parties as at the date of suspension or termination (as the case may be), suspend or terminate any or all of Merchant's MID or TID or the Agreement immediately by giving notice in writing to Merchant on the occurrence of any of the following events:

(a) in the sole opinion of Debia, Merchant has breached any of the terms and conditions of this Agreement;

(b) Merchant has breached this Agreement (other than by a breach in any material respect of any of Merchant’s obligations under this Agreement) and, in Debia’s reasonable opinion, the breach:

(i) cannot be rectified; or

(ii) is capable of being rectified and shall remain unrectified by Merchant for a period of fourteen (14) days after being notified to do so;

(c) Merchant enters into or becomes subject to liquidation, receivership, judicial management, administration, insolvency, bankruptcy, or otherwise compounds with its creditors or takes or suffers any similar action or occurrence in any jurisdiction;

(d) Merchant becomes insolvent, suspends, or ceases or threatens to cease payments and/or unable to carry on its business or any part of its business;

(e) any resolution is passed or steps taken by Merchant or any other person to apply for judicial composition proceedings with its creditors or an order is made by any competent court for such proceedings or a receiver, judicial manager, administrator or other similar official is appointed in relation to Merchant or any part of the assets or undertakings of Merchant or encumbrancer taking possession of any part of the assets or undertakings of Merchant or a distress or execution or other process is being levied or enforced upon or sued against any part of the assets or undertakings of Merchant;

(f) Merchant suspends payment of Merchant’s debts generally, or is or becomes unable to pay its debts when they are due, or is or becomes unable to pay Merchant’s debts;

(g) Merchant is convicted of a criminal offence;

(h) Merchant is deceased or its partnership dissolved;

(i) Merchant or any of its shareholders, partners, proprietors, officers, employees, agents or contractors is or is suspected by Debia to be involved in any fraudulent or unlawful activity whether or not relating to Merchant's business;

(j) there had been multiple complaints and disputes relating to Merchant's Goods by Customer;

(k) if suspension or termination of the Agreement is necessitated by any directive or regulation from any Acquirers, Payment Instrument Networks, BNM or any authority having jurisdiction over the matters under the Agreement or due to any adverse findings by such authorities. Debia shall be entitled to take such actions as may be necessary to comply with such directives, including suspension of Transactions or withholding of Settlement Amounts, without liability to the Merchant;

(l) there have been material misrepresentations by or concerning Merchant or any of the information provided by Merchant in the Debia Service Application Form or otherwise to Debia is or becomes incorrect, or false or misleading in a material respect;

(m) Merchant's details and other information disclosed in the Debia Service Application Form materially changes including, but not limited to, a change to the nature and type of business conducted by Merchant;

(n) Merchant, in the reasonable opinion of Debia, brought Debia into disrepute;

(o) upon receipt of a written request from Acquirers or Payment Instrument Networks that any of Merchant's activity is deemed to be in violation of the Standards; or

(p) if Merchant fails to remit the Service Fees within the timelines prescribed by Debia.

23.4. If Debia suspends or terminates this Agreement in accordance with the terms hereof, Merchant acknowledges and agrees that no reason whatsoever needs to be communicated to Merchant for such suspension or termination and Debia shall not be liable in any way for any loss or damage incurred or suffered by any Party due to such suspension or termination.

23.5. In the event of termination of this Agreement for whatever reason, Merchant shall agree and undertake to:

(a) return to Debia immediately all materials, books, records or otherwise pertaining to the provision of Debia Service, and shall not thereafter use the Mark or any part or derivatives thereof;

(b) permit Debia, and Debia shall have the right of access to Merchant's premises to disconnect, retrieve and remove any equipment relating to the provision of Debia Service which is not owned by Merchant and any material bearing the Mark or derivatives thereof and at the request of Debia, Merchant will at its own expense assist Debia to exercise its rights hereunder and shall fully cooperate to comply with the requirements of Debia in this respect.

24. AUDIT

24.1. Debia, Acquirers and Payment Instrument Networks, and their respective personnel (including Debia's internal and external auditors and advisors) shall have the right, and Merchant hereby irrevocably grants such parties the right, to full and unrestricted access at all reasonable times, upon prior reasonable notice to:

(a) Merchant's premises, systems, databases, accounts, documents and records relating to the Merchant's operating practices and procedures to the extent relevant to this Agreement including the supply of Goods by the Merchant and any activity relevant to this Agreement; and

(b) Merchant's Personnel for the purposes of obtaining information in relation to this Agreement.

24.2. In cases of audits initiated by any government agencies or entities having jurisdiction over Debia (including but not limited to BNM and Payment Instrument Networks), Merchant shall grant Debia and such authorities or entities and their respective Personnel full and timely access to all relevant accounts, documents, system logs and records. Merchant shall ensure that Debia is able to meet any deadlines imposed by such authorities or entities.

24.3. For the purposes of complying with the terms of this Agreement, Merchant shall promptly and efficiently provide Debia, Acquirers and Payment Instrument Networks and their respective Personnel (including Debia's internal and external auditors and advisors), any assistance which are reasonably required and shall also assist Debia to meet Debia's internal and external audit and compliance requirements which may be more stringent than the regulatory requirements. Auditors shall be entitled to copy and retain copies of any relevant records solely for the purposes of conducting the audit.

24.4. Debia may, at its sole discretion, disclose the results of any audit or investigation (including any remedial action) to Acquirers, Payment Instrument Networks, regulators, or any other relevant authority.

24.5. Merchant shall be solely responsible for all costs and expenses incurred in relation to any audit or investigation (including any remedial action) conducted under this **Clause 24**.

24.6. If the audit establishes any deficiencies, Merchant shall:

(a) promptly take any remedial action as required by Debia, Acquirers or Payment Instrument Networks to rectify such deficiencies; and

(b) provide Debia, Acquirers or Payment Instrument Networks with all documentation evidencing resolution of such deficiencies and the corrective actions implemented to prevent reoccurrence of the deficiencies.

24.7. If any of the Acquirer or Payment Instrument Network requests an audit to be conducted under this **Clause 24**, Merchant shall promptly notify Debia in writing and furnish Debia with copies of all audit reports, findings including those relating to any remedial action undertaken by Merchant that are shared with Acquirer or Payment Instrument Network.

25. NOTICES

25.1. Any notice or other communication including, but not limited to, a request, demand, consent, approval, authority, acceptance, or directions, to or by a Party under this Agreement must be in legible writing and in English and sent to the address specified in the Debia Service Application Form or as specified to the sender by any Party by notice.

25.2. If sent to Debia, it must be sent to the following address or e-mail address, or such other address or e-mail address as Debia may specify in writing from time to time:

Address:	Wisma UOA II, 7th Floor, Suite 07-12, No. 21, Jalan Pinang, 50450 Kuala Lumpur, Malaysia
Email Address:	hello@debia.co

25.3. A notice shall be deemed to have been given, served, or delivered by the sender and received by the addressee:

(a) if by personal delivery, at the time of delivery;

(b) if sent by registered post, courier, within three (3) Business Days of dispatch or posting;

(c) if sent by ordinary mail, five (5) Business Days after posting; or

(d) if by email, on the day of sending the email, but if the email is sent on a day which is not a Business Day or is after 4.00pm (addressee's time), it is regarded as sent at 9.00 am on the following Business Day.

25.4. Debia may also send the notice to Merchant via Debia System or any like or replacement system and it is Merchant's responsibility to check Debia System regularly for any notices or communications from Debia. If notices are posted by Debia on Debia System, they are regarded as being given by Debia and received by Merchant at 9.00am on the Business Day following the day such notices are posted on Debia System.

25.5. In this **Clause 25**, a reference to an addressee includes a reference to an addressee's Personnel.

26. DISCLOSURE

Merchant hereby agrees and consents to the disclosure and release by Debia of any information in the possession of Debia relating to Merchant, the particulars of the Transaction or any designated account relating to the Transaction for the purpose of investigating any claim or dispute arising out of this Agreement or in connection with the Transaction under the provision of Debia Service which consent shall survive both the suspension of rights hereunder and the termination of this Agreement.

27. ASSIGNMENT

27.1. This Agreement shall be binding upon the Parties hereto and their respective successors, legal representatives and permitted assigns, and shall not be construed so as to confer any benefit upon any third party except as expressly provided herein.

27.2. The Merchant shall have no right to assign or transfer, any of Merchant's rights and/or obligations in this Agreement without the prior written consent of Debia and shall remain fully liable for all of Merchant's duties, liabilities, and obligations hereunder.

27.3. For the avoidance of doubt, Debia's rights of assignment and novation are further provided in **Clause 33** below.

28. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement is intended, or shall be deemed, to create any partnership governed by the provisions of any statute and none of the Parties shall have any authority to represent to any person that there is such a partnership.

29. SEVERABILITY

29.1. If any provision herein is deemed by any tribunal or court of competent jurisdiction to be illegal, invalid or unenforceable under any applicable law or otherwise, it shall, to the extent required by such law and subject to the agreement of Debia, be severed from this Agreement and rendered ineffective so far as is possible without affecting the legality, validity and enforceability of the remaining provisions of this Agreement.

29.2. No right under this Agreement shall be deemed to have been waived except in writing signed by the Parties hereto and waiver of any right in a particular instance shall not constitute or be deemed a waiver of any other right.

30. FORCE MAJEURE

30.1. No failure or omission by any Party to carry out its obligations or observe any of the stipulations or conditions of this Agreement shall give rise to any claims against the Party in question or be deemed a breach of this Agreement if such failure or omission arises from a cause of force majeure.

30.2. The events falling within force majeure include, but are not limited to:

(a) acts of terrorism, sabotage or criminal damage;

(b) nuclear explosion, radioactive or chemical contamination or ionizing radiation;

(c) epidemic, pandemic or quarantine;

(d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

(e) war (whether declared or not), hostilities, invasion, armed conflict act of foreign enemy, riot, insurrection, strike, revolution, or usurped power; or

(f) natural catastrophes including but not limited to earthquake, floods and exceptionally inclement weather and subterranean spontaneous combustion.

30.3. If either Party is prevented or delayed in the performance of any obligation under this Agreement by events or force majeure, the affected Party shall give written notice thereof to the other Party within seven (7) days of the happening of such event, specifying the details constituting force majeure and the anticipated period during which such prevention, interruption or delay may continue.

30.4. Where possible the parties shall diligently mitigate or remove the effects of force majeure. Either Party upon receipt of the notice of force majeure shall confer promptly with the other and agree upon a course of action to remove or alleviate such effect and shall seek reasonable methods of resuming full performance of its obligation and achieving the objective under this Agreement.

31. SUSPENSION OF RIGHTS

Without prejudice to any of Debia's rights under this Agreement, in the event of a breach of the terms and conditions of this Agreement, Debia may at its sole discretion give immediate notice in writing to Merchant to remedy the breach within one (1) month of the said notice and may during this period, suspend all rights of Merchant under this Agreement, save for those rights necessary to enable Merchant to remedy the breach. If Merchant fails to remedy the breach within the aforesaid notice period, Debia shall have the right but not the obligation to extend the notice period (with or without suspension) or forthwith terminate this Agreement.

32. CONSTRUCTION AND VARIATION

32.1. This Agreement, together with the Debia Service Application Form and all appendices or addenda hereto, constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, representations, or understandings, whether oral or written. The Debia Service Application Form and all appendices or addenda shall form an integral part of this Agreement and shall be construed accordingly.

32.2. Debia may, from time to time and at its sole discretion, amend, modify, supplement, or delete any term or condition of this Agreement by providing the Merchant with at least fourteen (14) days' prior notice. Such notice may be given via posting on the Debia System or by any other means provided under this Agreement.

32.3. Any such amendment shall be binding on the Merchant from the effective date specified in the notice, and the continued use of the Debia Service after such effective date shall be deemed to constitute the Merchant's acceptance of the amendment.

32.4. For the avoidance of doubt, no signature or express consent of the Merchant shall be required for such amendment to take effect, and the Parties expressly agree to waive any requirement for mutual execution in respect of such variation.

33. ASSIGNMENT AND NOVATION

33.1. Debia may assign the Agreement or its rights and novate its obligations under the Agreement to:

(a) a related corporation as defined in the Companies Act 1965 or Companies Act 2016;

(b) a third person as part of a restructure of Debia's business; or

(c) its financiers as security for any credit facilities granted to Debia.

33.2. Debia shall notify Merchant if it makes such an assignment or novation. The Merchant shall do all that is reasonably necessary as requested by Debia to effect any such novation (or assignment).

33.3. The Merchant shall not assign any of Merchant's rights or obligations under the Agreement without Debia's prior written consent.

34. SUCCESSORS AND ASSIGNS

34.1. This Clause is without prejudice to **Clauses 27 and 33** and is included for the avoidance of doubt.

34.2. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors in title and permitted assigns.

35. RIGHTS OF THIRD PARTIES

Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement has no right under the contract to enforce any term of this Agreement.

36. TIME

Time is of the essence of this Agreement.

37. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by, and construed in accordance with, the laws of Malaysia, and the Parties hereby agree to submit to the exclusive jurisdiction of the Courts of Malaysia to settle any dispute, or claim arising out of or in connection with this Agreement.

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SCHEDULE 1
(SETTLEMENT AND PAYMENT)

1. All payments by Debia in respect of the Transactions shall be made in Ringgit Malaysia.

2. Merchant shall be liable to make payments due to Debia arising from this Agreement in accordance with the provisions herein.

3. In consideration of using Debia Service, Merchant shall pay Debia the applicable Transaction Fees and other charges at such time as may from time to time be stipulated by Debia as set forth in the Debia Service Application Form or as otherwise provided by Debia in accordance with the terms of this Agreement.

4. Debia shall remit the Settlement Amount to the Merchant within two (2) Business Days from the date of the Transaction. For Transactions conducted via Payment Instrument Networks from China (e.g., Alipay and WeChat Pay), the term “Business Day” for the purposes of this **Item 4 of Schedule 1** shall include any day that is not a Saturday, Sunday, or public holiday in China.

5. The payment timeline of Settlement Amount may be amended by Debia from time to time and such amendments will be notified to Merchant before the effective date of such amendments which shall be on the date of the notice, or the later date specified in the notice.

6. The payment of Settlement Amount shall be made via:

   (a) electronic transfer to the Merchant’s Designated Account; or

   (b) any other payment methods as Debia deems fit.

7. Merchant agrees that Debia may, if and whenever instructed to do so by the bank with which Merchant’s Designated Account is opened, limit or refuse any or all transactions from or to Merchant’s Designated Account with that bank, no liability shall be imputed to Debia for acting on such instructions.

8. **Transaction Fee**

   8.1. Debia may, from time to time, revise the Transaction Fee/MDR and any other applicable fees or charges (collectively, the “**Revised Fees**”) in accordance with **Clauses 9 and 10** herein. Debia shall provide the Merchant with no less than fourteen (14) days’ prior written notice of the effective date of such Revised Fees, and such notice shall be given in accordance with **Clause 25 (Notices)**.

   8.2. Merchant must pay the Transaction Fee (excluding any taxes) to Debia. Debia shall be entitled to add any applicable taxes to the Transaction Fee and all taxes shall be borne by Merchant. The Transaction Fee shall be calculated based on the merchant discount rate (“**MDR**”) specified in the Debia Service Application Form or any other document provided by Debia.

   8.3. The MDR may be amended by Debia from time to time and such amendments will be notified to Merchant before the effective date of such amendments which shall be on the date of the notice, or the later date specified in the notice.

   8.4. There shall be no refund of any Transaction Fees paid by Merchant if the Agreement is suspended or terminated for any reason whatsoever.

9. **Dispute of Settlement Amount**

   9.1. If Merchant disputes the Settlement Amount in whole or in part, Merchant shall notify Debia within three (3) Business Days from the date of Merchant’s receipt of the Settlement Amount. If Merchant fails to notify Debia within the specified period, the Settlement Amount shall be deemed final and conclusive.

9.2. Upon receiving Merchant's notice under **Item 9.1 of Schedule 1** above, Debia shall acknowledge receipt of the dispute within two (2) Business Days or such period where Debia could reasonably do so from the date of receipt of such dispute.

9.3. The Parties shall use their best endeavours to resolve the dispute within fourteen (14) Business Days from the date of Debia's receipt of the notice of dispute.

9.4. Debia shall inform Merchant if a longer time is required to address the dispute by providing appropriate rationale.

9.5. Upon resolution of the dispute, Debia shall:

(a) remit any outstanding Settlement Amount (if applicable) to the Merchant within two (2) Business Days from the date the dispute is resolved; or

(b) issue a credit note to the Merchant in the event the Settlement Amount previously paid exceeds the actual amount due. The credited amount shall be deducted from the next Settlement Amount payable to the Merchant.

9.6. If the Parties are unable to resolve the dispute within the agreed timeline, the dispute shall be resolved in accordance with **Clause 37** herein.

10. **Foreign Currency**

10.1. Debia shall notify Merchant from time to time if any foreign currencies are allowed to be used for any of the Transactions.

10.2. If the Transaction is recorded in an approved foreign currency, Debia shall process in Ringgit Malaysia (unless Debia agrees otherwise) using an exchange rate determined by Debia at its absolute discretion, any event relating to that Transaction such as remit the payment of the Settlement Amount to Merchant, processing a Chargeback or refund in respect of that Transaction.

10.3. Charges to any exchange rate determined by Debia may be effected at any time without notice to Merchant.

11. **Non-Payment to Merchant**

11.1. Debia may at its absolute discretion, decline to pay Merchant the Settlement Amount for any Transaction successfully completed, if any of the following events occur:

(a) duplicate Transactions;

(b) the Customer disputes the sales, quality or delivery of Goods purchased via the Transaction for any reason whatsoever;

(c) any Customer or Payment Instrument Network disputes the validity of any Transaction or if any Transaction is invalid;

(d) the Transaction was drawn by, or depository credit given to Merchant in circumstances constituting a breach of any terms, conditions, representations, warranties or of Merchant's obligation;

(e) sales of Goods or the use of a Payment Instrument is in violation of law, the Agreement, the Standards, rules or regulations of any government agency, local or otherwise even if Debia is aware of any discrepancy at the time when payment was made;

(f) Debia is otherwise allowed by law or under any Standards issued by any of the Payment Instrument Networks;

(g) perform any Transactions in any other locations outside of Malaysia without Debia's prior written approval;

(h) the documents, information, statement or declaration furnished to Debia by Merchant are incorrect or inaccurate at any time;

(i) the Agreement is suspended or terminated by Debia for any reason whatsoever; or

(j) suspicious or abnormal Transactions are detected or Debia has reason to believe that there is fraud.

11.2. Debia may withhold payment for any of the following Transactions until Debia has examined and verified the affected Sales Slip, invoices, bills, receipts or other supporting documents in relation to or in connection with the Transactions, evidencing the Transactions and for a period of up to six (6) months from the date of Transaction:

(a) any irregularities in any Transaction;

(b) if Debia has reasons to believe that the Transaction is fraudulent or illegal; or

(c) for any Transaction listed in **Item 11.1 of Schedule 1** above.

Debia's determination in respect of the validity of such Transactions and the withholding of the Settlement Amount shall be final and binding on the Merchant.

11.3. Despite **Item 11.2 of Schedule 1** above:

(a) Debia may continue to withhold the Settlement Amount if:

(i) Debia's investigation reveals that the Transaction is fraudulent or illegal and Debia has reported the Transaction to the relevant law enforcement agency or government agencies for its further action;

(ii) there are on-going investigations conducted by law enforcement agencies or any government agencies; or

(iii) required by Acquirer or Payment Instrument Network to facilitate the refund of the Transaction Amount for any chargeback or refund which is initiated by the Payment Instrument issuers; and

(b) if in Debia's opinion the Transactions are not valid, no payment shall be made by Debia to Merchant.

12. **Chargeback**

12.1. Debia shall process any chargebacks received in compliance with the Standards and the Agreement.

12.2. Merchant shall reimburse Debia for any chargeback claims arising out of any breach or violation by Merchant of the terms and conditions of this Agreement.

12.3. The clause in **Item 12.2 of Schedule 1** above shall survive the termination of the Agreement.

12.4. Subject to **Item 11.3 of Schedule 1** above, Debia may withhold amounts payable to Merchant for chargeback reserves or similar purposes.

12.5. Debia shall, on an ongoing basis, closely monitor the chargeback performance by Merchant pursuant to the Standards.

12.6. Debia shall notify Merchant if chargeback has or in danger of exceeding any threshold set by Debia, Acquirers or Payment Instrument Networks. Merchant must take immediate action to rectify the failures in Merchant's processes which resulted in the excessive chargeback.

12.7. Merchant shall indemnify Debia for any fines being imposed by Acquirers or Payment Instrument Networks on any excessive chargeback because of Merchant's failure in its processes.

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SCHEDULE 2
(SPECIFIC TERMS APPLICABLE TO THE TRANSACTIONS)

1. **Payment Instrument Acceptance**

1.1. Merchant must not:

(a) in any way indicate a greater preference for any method of accepting payment for the Goods other than a Payment Instrument; or

(b) solicit or promote any such method more actively than a Payment Instrument.

2. **Completion of Transactions**

2.1. For each Transaction completed by Merchant, Merchant must ensure that:

(a) the Transaction request submitted is in accordance with procedures notified by Debia to Merchant from time to time;

(b) the following conditions are observed for Payment Card Transaction completed at Merchant's outlet:

(i) the Payment Card is presented with its validity period as expressed on the face of the Payment Card;

(ii) there is no apparent alteration or mutilation on the Payment Card;

(iii) the Payment Card bears genuine programme marks or any security or distinctive features; and

(iv) the signature on the Sales Slip, if applicable, appears to be the same as that on the signature panel of the Payment Card upon reasonable examination.

2.2. Transactions processed via POS Terminal

(a) Merchant must obtain approval from Debia, Acquirers or Payment Instrument Networks for each Transaction processed via POS Terminal.

(b) Upon receiving approval, Merchant must check to ensure that the Sales Slip, which shall be printed through the electronic printer of the POS Terminal, is printed with the following particulars:

(i) Merchant's name and TID;

(ii) Transaction Amount;

(iii) date and time of Transaction;

(iv) order identification number; and

(v) approval code (for Payment Card Transaction only).

(c) To complete a Payment Card Transaction where the signature is required, Merchant must:

(i) obtain the signature of the Customer on the designated place of the Sales Slip;

(ii) compare Customer's signature on the Sales Slip and the signature on the Customer's Payment Card to ensure that both signatures are identical; and

(iii) decline the Transaction if Merchant is unable to confirm that the signatures are identical or if the signature differs.

(d) For Transaction that requires PIN, Merchant must ensure that Customer key-in the PIN via the PIN Pad of the POS Terminal to authorise the completion of the Transaction.

(e) For NFC Transactions

(i) Merchant must request Customer to place the NFC-supported payment devices or Payment Card at the designated reader of the POS Terminal and wait for the Transaction authorisation.

2.3. For QR Code Transactions, Merchant must either:

(a) scan the QR Code via Customer's mobile device with the correct Transaction Amount to process for approval; or

(b) allow Customer to scan its QR Code via Customer's mobile device with the correct Transaction Amount to process for approval.

3. **Refund or Return of Goods**

3.1. If a Customer returns the Goods purchased, and Merchant accepts the return of such Goods or if for any reason a Customer is entitled to have the Transaction Amount reduced or refunded, then Merchant must either:

(a) performs the refund transaction via POS Terminal, if applicable;

(b) performs the refund transaction via Debia System, if applicable; or

(c) promptly completes and submits a refund form to Debia.

3.2. Upon performing the refund transaction via POS Terminal or Debia System or submission of refund form to Debia, Merchant must reimburse Debia of the refund amount.

3.3. Merchant must not perform any refund directly to a Customer in any manner for Payment Card Transaction.

4. **Transaction Records**

4.1. Merchant must retain the Sales Slip issued by Merchant together with Merchant's copy of all other documents evidencing the Transactions for a period of at least eighteen (18) months from the date of Transaction.

4.2. Merchant must allow Debia, Acquirers or Payment Instrument Networks to examine the documents specified in **Item 4.1 of Schedule 2** above within seven (7) Days from the date of Debia, Acquirer or Payment Instrument Network's request.

4.3. If Merchant fails to produce legible and complete copy of the documents within seven (7) days upon Debia, Acquirer or Payment Instrument Network's request, Debia reserves the right to be reimbursed for the affected Transaction Amount by deducting from subsequent Transactions submitted to Debia for payment.

5. **Complaint by Customer**

5.1. Debia shall not be responsible to Customers in any way for any Goods sold by Merchant.

5.2. Merchant must in good faith, satisfy any claims or complaints made by Customers concerning any Goods purchased from Merchant via the Debia Service.

5.3. Merchant must indemnify Debia against all claims made against Debia arising out of or in relation to the Goods purchased from Merchant via the Debia Service including all losses, costs and expenses (including legal fees) incurred by Debia in connection with such claims.

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SCHEDULE 3
(SPECIFIC TERMS APPLICABLE TO SPECIFIC DEBIA SERVICE)

1. POS Terminal Merchant

1.1. Debia may provide POS Terminal to Merchant to be installed at Merchant’s outlets.

1.2. If Debia installs POS Terminal at Merchant’s outlets, the POS Terminal fee and/or deposit shall be paid by Merchant to Debia.

1.3. Merchant may use one (1) or more POS Terminals. However, Merchant must not use the POS Terminal for any third parties.

1.4. Merchant must use the POS Terminal with care and in accordance with the relevant equipment user guide.

1.5. Debia or Debia’s appointed terminal vendor, or any third party appointed by Debia may provide training for Merchant’s Personnel who will operate the POS Terminal and shall at their discretion provide POS Terminal instruction manual and specifications as Debia may deem necessary for its efficient operation.

1.6. The POS Terminal training will include all aspects of the Payment Instrument acceptance procedure, reconciliation and operation of the POS Terminal.

1.7. The cost for all subsequent POS Terminal trainings provided based on Merchant’s request shall be determined by Debia and borne by Merchant.

1.8. Merchant must, without limiting any other provisions in the Agreement, allow Debia or its authorised agents or sub-contractors to access Merchant’s premises to install, repair, service, swap or retrieve the POS Terminal.

1.9. Merchant must process all Transactions through the POS Terminal in accordance with the Standards and operating instructions supplied by Debia from time to time.

1.10. Debia may replace or request the POS Terminal to be returned at any time for any reason as Debia deems fit.

1.11. The provisions in this **Item 1 of Schedule 3** apply to any imprinters which may be provided by Debia to Merchant.

2. E-Commerce Merchant

2.1. Merchant must bear the cost for the setting-up, maintenance, upgrading, security and integrity of Merchant’s computer system, and related costs.

2.2. Merchant must keep all systems and media containing any information or data (whether physical or electronic) relating to Customers, their Payment Instrument and Transactions in a secure manner subject to the confidentiality, privacy and data security and protection clause in the Agreement to prevent access by or disclosure to anyone other than Merchant’s Personnel or Debia.

2.3. If information or transaction data stored in any part of Merchant’s system is lost, damaged, stolen, tampered with or otherwise compromised, Merchant must report and give written notice of such loss, damage, theft or compromise to Debia immediately. Upon Debia’s receipt of Merchant’s notice, Merchant shall, in consultation with Debia, take immediate steps to remedy the situation and prevent its recurrence.

2.4. If Merchant upgrade or change the version or type of its software or hardware or any other part of its system, Merchant must inform Debia of such change prior to its implementation and conduct testing with Debia's system soonest possible. Debia shall not be liable for any loss or damage suffered by any party or for any incompatibility between Merchant's system and Debia's system due to such changes made by Merchant.

2.5. Debia shall not be liable in any way, for any claims, liabilities, expenses, costs, loss or damage of whatever nature brought against, suffered or incurred by or caused to any party whosoever due to or arising out of or in connection with the Agreement or any breach or compromise of the security or integrity, or malfunction, of any encryption and identification software, any electronic code keys, any equipment provided to any party or Merchant's system.

2.6. Website requirements:

(a) Merchant must promptly inform Debia of any security breach, suspected fraudulent Payment Instrument account numbers or any suspicious activities that may relate to attempts to commit a security breach or to use fraudulent Payment Instrument account numbers in Merchant's security system or at Merchant's website.

(b) Merchant must ensure Merchant's website and its content comply with all applicable law and do not infringe any third party's intellectual property rights.

3. Merchant with Recurring Payment Service (Applicable for Payment Card Only)

3.1. Merchant must honour all valid Payment Cards when presented for the purchase of Goods via the Recurring Payment service if:

(a) the Transaction is made prior to the Payment Card's expiration date; and

(b) Merchant has obtained the prior proper authorisation and/or consent from Customer for the Recurring Payment.

3.2. Merchant must ensure that the list of Recurring Payment Transactions:

(a) is accurate, complete and free from errors; and

(b) is submitted in an agreed format and transmission channel on a periodical basis as agreed by the Parties.

3.3. Merchant must:

(a) submit to Debia replacement list of Recurring Payment Transactions if the initial list submitted is faulty, corrupted, missing or unreadable; and

(b) be responsible for any unauthorised entries, errors or omissions in the list and to indemnify Debia against all actions, proceedings, claims, demands and losses whatsoever arising from Debia's reliance on the list.

3.4. Debia shall not be obliged to verify the accuracy of the information contained in the list and the Merchant shall be responsible for all costs or losses incurred because of any errors.

3.5. Upon receiving the list of Recurring Payment Transactions from Merchant, Debia will proceed with the Transaction authorisation to debit the Customer's Payment Card account for the amount as specified in the list.

3.6. If Debia is unable to debit the Customer's Payment Card account for any reason whatsoever:

(a) Debia shall notify Merchant via the agreed format and transmission channel or other means determined by Debia;

(b) Merchant shall be responsible in notifying Customer on the unsuccessful debit; and

(c) Merchant must resolve the payment issue directly with Customer.

4. Merchant with MOTO Service (Applicable for Payment Card Only)

4.1. Merchant who provides MOTO service shall deliver the Goods to Customers subject to the terms and conditions of this **Item 4 of Schedule 3** and to terms and conditions of the Agreement which shall apply unless otherwise provided for in this clause.

4.2. Merchant must honour all valid Payment Cards when presented for the purchase of Goods via the MOTO service provided always that:

(a) the Transaction made is prior to the Payment Card expiration date and Merchant has received the Approval Code from Debia for the Transaction; and

(b) Merchant has obtained the proper authorisation via the MOTO form or online from Customer for the purchase of Goods.

4.3. The MOTO form shall contain the following information:

(a) Customer’s full name or Customer’s name on the Payment Card;

(b) Payment Card number;

(c) Payment Card expiry date;

(d) Transaction Amount in Ringgit Malaysia;

(e) Transaction date;

(f) Merchant’s name and address;

(g) brief description of the Goods supplied;

(h) Customer’s postal address and telephone number;

(i) method of delivery of the Goods; and

(j) Customer’s signature.

4.4. Pursuant to **Item 4.3 of Schedule 3** above, any MOTO forms that are incomplete or have been altered shall be invalid and may not be accepted by Debia.

4.5. The cost of producing all MOTO forms or other marketing material and of altering the same in relation to any mailing programmes shall be borne by Merchant.

4.6. Merchant shall process the MOTO in the following manner:

(a) via email:

(i) Merchant shall complete and submit the designated form to Debia in respect of every valid MOTO received. Any form which are incomplete or altered shall be invalid and may not be accepted by Debia;

(ii) Debia shall obtain the approval codes for the respective MOTO and return such form to Merchant. Merchant shall record the approval codes evidencing any approval so obtained before completing the Transactions.

(b) via electronic means approved by Debia:

(i) Merchant shall transmit the Transaction Amount, Payment Card number and expiry date exactly as it appeared on the card through the electronic means approved by Debia;

(ii) If the Transaction is approved, Merchant will receive a confirmation and approval code for the Transaction.

(c) via POS Terminal:

(i) Merchant shall enter the Transaction Amount, Payment Card number, expiry date and card security code exactly as it appeared on the card manually on the POS Terminal;

(ii) If the Transaction is approved, Merchant will receive a confirmation and Sales Slip printout.

5. Merchant with Easy Payment Plan Service (Applicable for Payment Card Only)

5.1. The Easy Payment Plan is only valid for payment made via a specific Payment Card as informed by Debia from time to time.

5.2. Debia shall prescribe the minimum purchase amount to be entitled for the Easy Payment Plan and the instalments.

5.3. Debia may withhold payment of any amount that are not within the stipulated instalments as specified in **Item 5.2 of Schedule 3** above until Debia has examined the supporting document and verified with the Customer concerned. If in Debia's opinion, the Transaction is invalid, Debia shall make no payment for such Transaction.

5.4. Debia may at its absolute discretion and without any liability, with or without giving prior notice to Merchant, restrict, limit or increase the instalments.

5.5. Merchant must disclose in writing, electronically or by another method to Customer the terms of the Easy Payment Plan, including all cost associated with the purchase of the Goods.

5.6. Merchant shall directly resolve all disputes or differences on the quality or quantity of the Goods with Customers who opt for the Easy Payment Plan. Debia shall not be concerned with or held liable for any inadequate, defective or damaged Goods or other disputes between Customer and Merchant.

6. Merchant Provided with Static QR Code

6.1. Merchant must only use the Static QR Code to perform the Transaction for Merchant's own sales and not share or duplicate the Static QR Code for use by any other third party.

6.2. If Merchant believes that the Static QR Code has been tampered with or damaged, Merchant must immediately notify Debia for replacement.

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SCHEDULE 4
(ADC EVENT FOR PAYMENT CARD)

1. Merchant whose system or environment was compromised or vulnerable to compromise (at the time that the ADC Event or potential ADC Event occurred) is fully responsible for resolving all outstanding issues and liabilities to the satisfaction of Debia, Acquirers or Payment Instrument Networks.

2. Merchant is deemed to be aware of an ADC Event or potential ADC Event under circumstances that include, but not limited to, any of the following when Merchant:

   (a) first knew or, in the exercise of reasonable security practices should have known of an ADC event or a potential ADC event;

   (b) is informed, through any source, of the installation or existence of any malware in any of Merchant's systems or environments, no matter where such malware is located or how it was introduced;

   (c) receives notification from Debia, Acquirers or Payment Instrument Networks, or any other source that Merchant has experienced an ADC event or a potential ADC event; or

   (d) discovers or, in the exercise of reasonable diligence, should have discovered a security breach or unauthorised penetration of Merchant's own system or environment.

3. Merchant must notify Debia, Acquirers or Payment Instrument Networks immediately when Merchant becomes aware of an ADC Event or potential ADC Event in or affecting any of Merchant's system or environment.

4. In the event Merchant becomes aware of an ADC Event or potential ADC Event in any of Merchant's systems or environments, Merchant must, unless otherwise directed by Debia, Acquirers or Payment Instrument Networks, take the following actions:

Timeline	Action to be taken by the Merchant
Immediately	Commence a thorough investigation into the ADC Event or potential ADC Event.
Immediately, and no later than within twenty-four (24) hours	Identify, contain, and mitigate the ADC Event or potential ADC Event, secure Payment Card data and preserve all information, in all media, concerning the ADC Event or potential ADC Event, including: (a) preserve and safeguard all potential evidence pertinent to a forensic examination of an ADC Event or potential ADC Event; (b) isolate compromised systems and media from the network; (c) preserve all intrusion detection systems, intrusion prevention system logs, all firewall, web, database and event logs; (d) document all incident response actions; and (e) refrain from restarting or rebooting any compromised or potentially compromised system or taking equivalent or other action that would have the effect of eliminating or destroying information that could potentially provide evidence of an ADC Event or potential ADC Event.
Within twenty-four (24) hours, and on an	Submit to Debia all known or suspected facts concerning the ADC Event or potential ADC Event, including, by way of example and not limitation, known

Timeline	Action to be taken by the Merchant
ongoing basis thereafter	or suspected facts as to the cause and source of the ADC Event or potential ADC Event.
Within twenty-four (24) hours and continuing throughout the investigation and thereafter	(a) Provide to Debia, Acquirers or Payment Instrument Networks, in the required format, all Payment Card numbers associated with Payment Card data that were actually or potentially accessed or disclosed in connection with the ADC Event or potential ADC Event and any additional information requested by Debia, Acquirers or Payment Instrument Networks; (b) This obligation applies regardless of how or why such Payment Card numbers were received, processed, or stored, including, by way of example and not limitation, in connection with or relating to a credit, debit (signature or PIN-based) proprietary, or any other kind of Transaction, incentive, or reward program.
Within seventy-two (72) hours	If required by Debia, Acquirers or Payment Instrument Networks: (a) Engage the services of a PCI SSC Forensic Investigator (PFI) to conduct an independent forensic investigation to assess the cause, scope, magnitude, duration, and effects of the ADC Event or potential ADC Event; (b) The PFI engaged to conduct the investigation must not have provided the last PCI compliance report concerning the system or environment to be examined; (c) Prior to the commencement of such PFI's investigation, Merchant must notify Debia, Acquirers or Payment Instrument Networks of the proposed scope and nature of the investigation and obtain preliminary approval of such proposal by Debia, Acquirers or Payment Instrument Networks or, if such preliminary approval is not obtained, of a modified proposal acceptable to Debia, Acquirers or Payment Instrument Networks.
Within two (2) Business Days from the date on which the PFI was engaged	Identify to Debia, Acquirers or Payment Instrument Networks the engaged PFI and confirm that such PFI has commenced its investigation.
Within five (5) Business Days from the commencement of the forensic investigation	Ensure that the PFI submits to Debia, Acquirers or Payment Instrument Networks a preliminary forensic report detailing all investigative findings to date.
Within ten (10) Business Days from the commencement of the forensic investigation	(a) Provide to Debia, Acquirers or Payment Instrument Networks a final forensic report detailing all findings, conclusions and recommendations of the PFI; (b) Continue to address any outstanding exposure and implement all recommendations until the ADC Event or potential ADC Event is resolved to the satisfaction of Debia, Acquirers or Payment Instrument Networks.

5. In connection with the independent forensic investigation and preparation of the final forensic report, Merchant must not engage in or enter any conduct, agreement, or understanding that would impair the completeness, accuracy, or objectivity of any aspect of the forensic investigation or final forensic report.

6. Merchant must not engage in any conduct that could or would influence, or undermine the independence of, the PFI or undermine the reliability or integrity of the forensic investigation or final forensic report. By way of example, and not limitation, Merchant must not take any action or fail to take any action that would have the effect of:

   (a) precluding, prohibiting, or inhibiting the PFI from communicating directly with Debia, Acquirers or Payment Instrument Networks;

   (b) substantively edit or otherwise alter the forensic report; or

   (c) directing the PFI to withhold information from Debia, Acquirers or Payment Instrument Networks.

7. Notwithstanding **Item 4 of Schedule 4** above, Debia, Acquirers or Payment Instrument Networks may engage a PFI on behalf of Merchant to expedite the investigation. Merchant on whose behalf the PFI is so engaged will be responsible for all costs associated with the investigation.

8. **Ongoing Procedures for ADC Events and Potential ADC Events**

   8.1. From the time that Merchant becomes aware of an ADC Event or potential ADC Event until the investigation is concluded to the satisfaction of Debia, Acquirers or Payment Instrument Networks, Merchant must:

      (a) provide weekly written status reports containing current, accurate, and updated information concerning the ADC Event or potential ADC Event, the steps being taken to investigate and remediate same, and such other information as Debia, Acquirers or Payment Instrument Networks may request.

      (b) preserve all files, data, and other information pertinent to the ADC Event or potential ADC Event, and refrain from taking any actions (e.g., rebooting) that could result in the alteration or loss of any such files, forensic data sources, including firewall and event log files, or other information.

      (c) respond fully and promptly, in the manner prescribed by Debia, Acquirers or Payment Instrument Networks, to any questions or other requests (including follow-up requests) from Debia, Acquirers or Payment Instrument Networks regarding the ADC Event or potential ADC Event and the steps being taken to investigate and remediate same.

      (d) authorise and require the PFI to respond fully, directly, and promptly to any written or oral questions or other requests from Debia, Acquirer or Payment Instrument Networks, and to so respond in the manner prescribed by Debia, Acquirer or Payment Instrument Networks, regarding the ADC Event or potential ADC Event, including the steps being taken to investigate and remediate same.

      (e) consent to, and cooperate with, any effort by Debia, Acquirers or Payment Instrument Networks to engage and direct a PFI to perform an investigation and prepare a forensic report concerning the ADC Event or potential ADC Event, if Merchant fails to satisfy any of the foregoing responsibilities.

      (f) ensure that the compromised entity develops a remediation action plan, including implementation and milestone dates related to findings, corrective measures, and recommendations identified by the PFI and set forth in the final forensic report.

(g) monitor and validate that the compromised entity has fully implemented the remediation action plan, recommendations, and corrective measures.

9. **Forensic Report**

9.1. Merchant must ensure that the PFI retains and safeguards all draft forensic report(s) pertaining to the ADC Event or potential ADC Event and, upon request of Debia, Acquirers or Payment Instrument Networks, immediately provides to Debia, Acquirers or Payment Instrument Networks any such draft.

9.2. The PFI shall adhere to the PFI Program Guide as it pertains to the work products produced by the PFI.

9.3. Debia, Acquirers or Payment Instrument networks may require the PFI to conduct a PCI gap analysis and include the result of that analysis in the final forensic report.

9.4. Merchant must ensure that PFI submit a copy of the preliminary and final forensic reports to Debia, Acquirers or Payment Instrument Networks immediately upon completion.

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SCHEDULE 5
(THE PROHIBITED PRODUCT / SERVICE LIST)

No.	Description
1	**Money Laundering** Transactions related to laundering of money or any attempt to disguise the origins of illegally obtained money
2	**Terrorist Financing** Transactions involving financing of terrorism or related activities
3	**Fraudulent Activities** Any transactions or activities suspected to be fraudulent
4	**Drug Trafficking** Payments related to the sale, distribution, or manufacturing of illegal drugs
5	**Human Trafficking and Exploitation** Transactions supporting human trafficking, exploitation, or abuse
6	**Gambling** Transactions related to gambling, internet gambling, casino games, sweepstakes and contests, fantasy sports leagues with a monetary or material prize, an entry fee that promises the entrant will win a prize of value, or any other activities that facilitate gambling
7	**Sanctions Violations** Transactions involving individuals, entities, or countries subject to international sanctions
8	**Illegal Cash-Out** Transactions related to illegal cash withdrawal or cheque cashing activities
9	**Intellectual Property Rights** Payments related to the sale of counterfeit or unauthorized goods, or downloads of movies, music, computer or video games, or software that infringe or violate copyright, trademark, right of publicity, privacy, or any other proprietary right under the laws of any jurisdictions
10	**Adult Content and Services** Payments related to adult content, entertainment, pornographic, or sexually oriented services or products
11	**Weapons and Ammunition** Transactions involving the sale or distribution of weapons, ammunition, and related products
12	**Unlicensed Financial Services** Payments involving unlicensed money transmission, lending, or financial services
13	**Ponzi and Pyramid Schemes** Transactions related to Ponzi schemes, pyramid schemes, matrix program, “get rich quick” schemes, or other fraudulent investment operations
14	**Cryptocurrency Exchanges** Transactions related to cryptocurrency exchanges without proper regulatory compliance
15	**Fireworks** Transactions involving the sale or distribution of fireworks and hazardous materials
16	**Traveler’s Cheque** Transactions related to the sale of traveler’s cheques or money orders
17	**Fake Charities** Payments to fake or unverified charitable organizations
18	**Phishing and Cybercrime** Transactions related to phishing schemes, cybercrime, or hacking activities
19	**Prescription Drugs**

No.	Description
	Transactions involving the sale of prescription drugs without proper authorization
20	**Tobacco and Nicotine** Payments related to the sale of tobacco or nicotine content products
21	**High-Risk Investments** Transactions related to high-risk investment schemes such as binary options trading without regulatory oversight
22	**Multi-Level Marketing** Payments related to multi-level marketing services offering commission or recruitment-based sales, or business strategy where companies earn revenue and participants earn commissions from retail product sales network marketing, and referral marketing programs
23	**Unfair or Deceptive Practices** Transactions related to businesses that make outrageous claims, use deceptive or fake testimonials, use high-pressure upselling, or offering unrealistic incentives or rewards as an inducement to purchase products or services
24	**Offensive Contents** Transactions involving the sales or distribution of products or services that promote hatred, racism, religious persecution, or contain offensive or obscene content
25	**Human Organ** Transactions related to the trading of human remains and body parts
26	**Fund Raising** Transactions related to crowdfunding, fundraising, and other donation-soliciting activities
27	**Illegal Products or Services** Transactions related to any other products or services that are in violation of law

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SCHEDULE 6
(ACQUIRER DETAILS)

1. Pursuant to the written agreements between Debia and the Acquirers, Debia is entering into the Agreement with the Merchant on behalf of and/or as an agent of the Acquirer for the purpose of facilitating the Acquirer's acquiring of Transactions from the Merchant.

2. Below is the list of Acquirers that Debia entered into the agreement with:

No.	Name of Acquirer	Type of Payment Instrument	Address	Email Address
1.	Paydibs Sdn Bhd	DuitNow QR, FPX	Level 16, Mercu Aspire Tower, No. 3, Jalan Bangsar, KL Eco City, 59200 Kuala Lumpur	support@paydibs.com

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