This Agreement is made on this day of year .

**BETWEEN**

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

**AND**

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

**WHEREAS:**

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

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

(c) The Merchant has appointed a settlement agent as set forth in **Appendix 1** (hereinafter referred to as “**Settlement Agent**”) to receive on behalf of the Merchant, the payment of the Settlement Funds in the manner as set forth in **Appendix 1** as applicable.

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

1. **Definitions**

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

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| “Access Password” | means the personal identification number to be used by the Merchant when accessing RMS’ merchant portal to transact or make enquiries for the Transaction process through RMS, which may be changed by the Merchant with prior notification to RMS; |
| “Affiliate(s)” | means in relation to each party, any person or entity controlled directly or indirectly by the such party, or any person or entity that controls directly or indirectly such party in any way whatsoever. |
| “API” | means “Application Programming Interface”; |
| “Business Day” | means a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Selangor Darul Ehsan of Malaysia and the principal place of business of the Merchant; |
| “Card” | means a current credit, debit or charge card that RMS may accept for processing, as notified to the Merchant from time to time; |
| “Card Issuer” | means a financial institution that issues the Card to the Customer; |
| “Charge Back” | means an invalid or disputed Transaction which RMS or the TPPP identified as being invalid or non-collectible after initial acceptance on account of fraud, lost/cancelled/unissued/invalid account identification, unresolved customer complaint or other cause(s) which may be charged ultimately to the Merchant, more particularly described in Clause 8; |
| “Customer” | means any person making a purchase or desiring to make a purchase of the Merchant’s goods, products or services through the Website; |
| “Disputed Transaction” | means where Customer disputes any Transaction made vide RMS System as described under Clause 8.1; |
| “Effective Date” | means the date of this Agreement; |
| “E-Wallet” | means a digital wallet which has stored value funded through a variety of funding sources and enables its Users to make online and offline Payment for Product offered by Merchant which RMS may accept for processing; |
| “E-Wallet Issuer” | means the company that is licensed under Bank Negara Malaysia (“BNM”) to operate an E-Wallet in Malaysia; |
| “Gratification” | includes any gift, money, property or thing of value, or any service, favour or other intangible benefit or consideration of any kind, or any other similar advantage. |
| “Maintenance Fee” | means a yearly fee charged (if applicable) on the Merchant for the maintenance of the API used to intergrate with the Website or Merchant’s physical outlet; |
| “RMS System” | means the RMS system providing variety of secured Payment Channels to the Merchant; |
| “MYR”, “RM” | means lawful currency of Malaysia or Malaysian Ringgit; |
| “Offline Payment” | means a payment method which is initiated by RMS System by scanning barcode, other machine-readable format or via other similar means generated in the Customer’s portable device to enable the Customer to make cashless payments through any Payment Channel at the Merchant’s physical outlet;  |
| “Online Payment” | means a payment method by which a value is exchanged electronically for transactions facilitated by the RMS System, through the Payment Channel; |
| “Payment Channel” | means a channel that offers a payment method to enable the Merchant to accept the payment method to their Customer including but not limited to, Cards, online and offline bank transfers, direct debits, offered by Payment Schemes, online and/or offline E-Wallet under this Agreement; |
| “Payment Scheme” | means the network of the entity which regulates and offers the Payment Channel, including but not limited to Visa, MasterCard, JCB, Union Pay, Diners Club and PayNet; |
| “Products” | means products that are sold or distributed online by the Merchant via its Website and/or sold and distributed physically at the Merchant’s outlet;  |
| “Prohibited Products” | means without limitation, the products and/or services listed on RMS link, as updated from time to time: <https://merchant.razer.com/v3/docs/support/getting-started/prohibited-items/>. |
| “Refund” | means a Transaction that is reversed with the intention of crediting the Customer’s account; |
| “Settlement Period” | means the period between the date of the Transaction and the date on which Settlement in respect of that Transaction is due to the Merchant; |
| “Settlement Funds” | means the amount due to the Merchant, expressed in the currency notified by RMS to the Merchant, calculated in accordance with Clause 5; |
| “Services” | means services offered by RMS pursuant to Clause 2.1 of this Agreement; |
| “Settlement Charge” | means the amount charged to Merchant for receiving settlement from RMS in relation to the use of the Payment Channels by the Merchant as indicated in the Appendices;  |
| “Sign Up Fee” | means the one time fee to be paid to RMS charged at the initial onset of the integration of RMS System to the Payment Channel for use by Merchant |
| “Trading Limit” | means at any time, the amount determined in RMS System which the Transation value for the Merchant will not exceed; |
| “Transaction” | means an act of payment whether in the form of monetary or something in equivalent value for the exchange of goods and services by the Customer via RMS System; |

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| “Transaction Fee” | means that part of the Service Charge based on a percentage of turnover, and all the payments by RMS to the Merchant pursuant to the Transactions shall be less the amount of the Transaction Fee and RMS shall not under any circumstances be liable to pay or reimburse the Merchant for the full value of each Transaction; |
| “Website” | means one or more e-commerce platform, interactive Internet World Wide Websites or mobile application maintained by the Merchant for the purpose of displaying and offering its goods, products or services for sale to Customers; |
| “Term” | means each twenty-four (12) consecutive calendar months period commencing on the first day of the first calendar month and ending on the last day of the twenty-four (12) calendar months during the terms of this Agreement; |
| “Terminal”  | means the equipment to be provided by RMS or any other third party authorised by RMS which is integrated with the RMS System for the acceptance of Card at the Merchant’s outlet.  |
| “Third Party Payment Partner” or “TPPP” | means the financial or non-financial institution(s) which is appointed by a Payment Scheme or licensed by Bank Negara Malaysia to enable the use of a Payment Channel offered under This Agreement for which RMS will route the Transaction for authorization, clearing and settlement purposes;  |
| “This Agreement” | means collectively this Agreement, including the Merchant Services Application Form, Appendicess, Schedules, amendments, modifications and supplements hereto from time to time and any document which amends, modifies or supplements this Agreement as may be notified by RMS to the Merchant by any of the means of communication stated in Clauses 17.2; |

**2. Services**

* 1. Under this Agreement and subject to its terms and conditions, RMS will provide the Merchant with all or any the following services:
1. payment gateway solutions to be integrated into the Website for use by the Customer;
2. processing of Online Payment(s) made by Customers for the purchase of the Merchant’s goods and/or services on the Website through the RMS System in connection with any Transactions;
3. processing of Offline Payment(s) made by Customer for the purchase of the Merchant’s goods and/or services at the Merchant’s outlet through the use of Terminal for any Transactions;
4. services related to settlement to Merchant with respect to such Transaction; and/or
5. the routing of Transactions by RMS for authorization, clearing and/or settlement purposes directly with relevant Payment Scheme or via the Third Party Payment Partner (“TPPP”).

(collectively, “**Services**”)

* 1. In providing the Services, RMS is not to be construed as owing any fiduciary duty to the Merchant in respect of the payments made by the Customers through the RMS System.
	2. RMS may offer other/additional features from time to time. For purposes of the foregoing, the Merchant will be subjected to background checks in accordance with Clause 3.2 before RMS may agree to onboard the Merchant. RMS also reserve the right to conduct the background check to any current features which have been accepted previously by the Merchant.
	3. The Merchant hereby agrees that any successful Transactions conducted by a third party via fraudulent and illegal means are beyond RMS control and the Merchant agrees to indemnify RMS in the event of any loss suffered by RMS in accordance with Clause 10.
	4. To the extent that is applicable to RMS, RMS shall be required to adhere to the additional terms and conditions implemented by the Payment Scheme or Payment Channel, as and when it is informed to RMS.

 **3. Merchant’s Obligations**

* 1. The Merchant undertakes that it shall not perform or fail to perform any act in violation of federal, state/provincial, or local law of Malaysia including but not limited to the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (“ **AMLATFPUAA**”), as well as laws of any countries in which the Merchant does business.
	2. The Merchant hereby authorises RMS to conduct background checks on the Merchant through any credit reporting agency registered under the Credit Reporting Agencies Act 2010, as part of RMS’s Know Your Customer (KYC) procedure and in compliance with the AMLATFPUAA. The background checks will include, but are not limited to, credit checks, Politically Exposed Persons (PEPs) and sanctions checks, adverse media checks, identity of Merchant’s parent company, subsidiaries, directors, shareholders and ultimate beneficial owner. The Merchant is required, upon RMS’ request and from time to time, to provide RMS with information and/or copies of documents relating to, amongst others, the Merchant’s corporate structure, incorporation and statutory documents, and nature of business as part of RMS’ KYC procedure.
	3. The Merchant acknowledges and agrees that the E-Wallet Issuer may at any time suspend, limit or terminate the E-Wallet services. RMS shall in no event be liable to the Merchant for any such suspension, limitation or termination by the E-Wallet Issuer.
	4. The Merchant shall display prominently, the brand name and logo of RMS and all other marketing or publicity materials that may be provided by RMS, on the website of the Merchant. The Merchant shall also be responsible to notify the Customer regarding the Customer’s card statement which shall be displayed as “Razer", "RMS", "Razer Merchant Services” or any other description for the charges instead of the Merchant’s trading name.
	5. The Merchant shall retain copies of all Transaction receipts, with respect to Transactions for a period of seven (7) years. The Merchant shall provide such copies of the Transaction receipts to RMS within five (5) Business Day upon receipt of such request to do so from RMS and hereby authorizes RMS to transfer such information to the E-Wallet Issuer, Card Issuer or the Payment Channel operator, where required for the purposes of providing the Services to the Merchant.
	6. The Merchant shall perform payment verification with the E-Wallet User, Card Issuer or the Payment Channel operator where required.
	7. The Merchant shall perform payment verification with the Customer in the event RMS suspects the genuineness of the Transaction performed on its website.
	8. The Merchant warrants that all information provided to RMS in connection with the Merchant’s application for the use of Services is correct and that no information has been withheld which, if provided, could have materially affected RMS’s decision to enter into this Agreement.
	9. The Merchant shall describe accurately on the Merchant’s Website, including a full description of the Merchant’s trading name, address, telephone number and URL, what goods and services are being offered for sale, the price, the action which must be taken to make a purchase, the point at which a sale is completed, and details of delivery, shipping, returns and refund policies.
	10. The Merchant shall advise RMS as soon as the Merchant becomes aware of major or multiple product defects or logistics problems which could give rise to Charge Back or Refunds or any failure in delivering the Merchant’s goods and services to the Customer upon completing the Transaction.
	11. The Merchant shall immediately notify RMS in accordance with manner stated in clause 17.1 if there is any change to:
		1. the nature of the product or services offered on Merchant’s Website; or
		2. the business telephone number or address.
	12. The Merchant shall ensure that the Access Password is not disclosed to any unauthorised persons at all times during the Term. Subject to Clause 3.9, RMS shall carry out all Transactions, issued or purportedly issued by the Merchant through RMS Website or the business telephone number in accordance with the terms of this Agreement.
	13. The Merchant shall be the solely responsible to resolve directly with the Customer, any claims or complaints made by the Customer in respect of any purchase of goods, products or services made by the way of RMS System and RMS shall not in any way be involved and responsible in the event the Customer disputes the underlying contract of sale for such Transaction for reasons including but not limited to the quality, overcharging or late delivery, of that good, product or service.
	14. The Merchant undertakes it shall not use RMS System to perform any transaction that involves articles prohibited or restricted from being sold to to Customers by RMS or under any applicable laws, including without limitation those listed as **Prohibited Products**.
	15. Where applicable, the Merchant agrees to be bound by the additional terms and conditions of the TPPP and/or Payment Scheme as provided in the Schedules, which may also be amended from time to time as notified by RMS . The Merchant’s continuing use of the Payment Channels constitutes the Merchant’s consent and agreement to such additions, removals and amendment to the additional terms and conditions of the TPPP an/or Payment Scheme. For the avoidance of doubt, if there is any inconsistencies between the Schedules and the main in the Agreement herein, the specific terms and/or definitions in the Schedules shall prevail with respect to the Payment Channel used by the Merchant.
	16. Merchant shall establish and maintain adequate internal procedures and protocols to comply with the Payment Channel standards as may be prescribed by the Payment Channel from time to time to mitigate the risk of Transaction fraud. “Standards” means any laws, bylaws, rules, policies and the operating regulations and procedures of the Payment Channel, including but not limited to any manuals, guides or bulletins, as may be amended from time to time.

**4. Authorisation of Transactions**

* 1. The acceptance/processing of Transaction(s) shall not in any way be binding on RMS as to the validity of any Transaction or Transaction receipts. RMS shall not honour any Transactions which in the opinion of RMS is not genuine.
	2. Authorization of a transaction does not guarantee payment to the Merchant nor is it a guarantee that it will not be a subject to a Charge Back or other rights of reduction or set-off under this Agreement in relation to that Transaction.
	3. For the purpose of Authorisation of Transactions, RMS shall, at its sole discretion route the Transactions directly to the Payment Scheme or via the Third Party Payment Partner.

**5. Payment of Settlement Funds**

* 1. Subject to Clause 5.2 and Clause 8, RMS will remit the payment of the Settlement Funds to the Settlement Agent in respect of each completed Transaction in the manner as set forth in **Appendix 1** as applicable.
	2. The amount of Settlement Funds due in respect of Transactions shall be deducted for the followings:
		1. The Service Charges due as described in Clause 6;
		2. Refunds in accordance with Clause 9;
		3. Charge Back, and any fines/penalties passed on to RMS by the TPPP in respect of the Merchant’s Transactions;
		4. Disputed Transactions and any amounts required to cover potential or expected Refunds, Charge Back or Disputed Transactions;
		5. Any applicable taxes (including Sales and Service Tax at 6%), assessments or duties that may be introduced by the relevant authorities, which may vary from time to time;
		6. Withholding Tax (both Domestic and International Payment Channels);
		7. Foreign Telegraphic Transfer fee for overseas bank account settlement and foreign Payment Channels; or
		8. Foreign exchange rate fluctuation (Forex conversion for international Payment Channels);
	3. If the Settlement is below the minimum Settlement amount as set forth in the Appendices, such Settlement shall be carried forward to the next Settlement date.
	4. In the event that the value of all items listed in Clause 5.2.1 to 5.2.8 exceed the value of all Transactions falling due for Settlement on the Settlement date, the resulting shortfall may be held over by RMS for deduction against the following Settlement when it shall be deducted from that Settlement together with any interest due. However, RMS reserves the right at any time to require payment (including by directly debiting the charges to the Merchant’s account balances) of all or part of such shortfall in such currency as RMS may determine.
	5. Settlement payment by RMS to the Settlement Agent shall be in the settlement currency stated in the Appendices. All foreign currencies will be converted to settlement currency if such a conversion is required. RMS shall use the respective local bank’s prevailing bank exchange rates as the conversion rates.
	6. RMS may hold back from the Settlement any amounts reasonably required to cover potential or expected Refunds, Charge Back, or Disputed Transactions.

**6. Service Charges**

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

* + 1. A non-recurring and non refundable Signup Fees in the amounts and manners as set forth in the Appendices;
		2. A recurring and non refundable Maintenance Fees payable annually, as the case may be, in the amounts and manners as set forth in the Appendices;
		3. The Transaction Fee on each Transaction and deduct the same from the payment made by the Customer in respect of each RMS Transaction with manners as set forth in the Appendices for the respective Payment Channels provided;
		4. Settlement Charge on each settlement as set forth in the Appendices for the respective Payment Channels provided;
		5. Telegraphic Transfer Charges (TT Charges) per transfer charged by the financial institution;
		6. Refund Service Charge on each refund request as set forth in the Appendices and/or Schedules for the respective Payment Channels provided; and
		7. The Chargeback Fee on each chargeback transaction as set forth in the Appendices and/or Schedules for the respective Payment Channels;
	1. RMS reserves the right to recover Service Charges provided in Clause 6.1.1 to 6.1.7 hereof by debiting the Merchant’s and/or Settlement Agent’s account balances if there is insufficient fund available from the next Settlement . Without prejudice to RMS’s other rights RMS may suspend or withdraw the Services if Service Charges or any other sums payable to RMS are not paid when due. The Merchant shall also be responsible for RMS additional costs due to dealing with customer disputes, Refunds, Charge Back, Disputed Transactions or other causes.
	2. RMS reserves the rights to suspend the Merchant and withhold Settlement to the Merchant in the event that the Maintenance Fee, Charge Back, and other due charges are not settled by the Merchant after two (2) weeks from the date the amount is due. The Merchant account shall be reactivated upon settlement of all dues within one (1) business day.

**7. Security Deposit & Transaction Limit**

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

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

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

**8. Charge Back & Disputed Transactions**

* 1. RMS shall not be responsible nor liable to the Merchant in the event a Customer disputes any Transaction made vide RMS System.
	2. RMS shall provide assistance on information regarding the disputed Transaction, but RMS shall not under any obligation or responsibility to investigate any disputes on the said Transaction. The investigation on the dispute or Charge Back Transaction shall perform by Royal Police Malaysia, Cyber Crime Unit.
	3. In the event of any Charge Back on Transaction the use of Card, the Card Issuer’s decision shall be conclusive as to the determination of any Charge Back. Wherever possible (for example, if the TPPP provide RMS with written advice or upon RMS receiving notification from the Payment Scheme), notice to the Merchant of a Charge Back will be accompanied by an explanation of the reason for the Charge Back. Upon prior notification from RMS , RMS may debit the Merchant’s account, or otherwise, to recover any other costs and expenses RMS may incur as a result of or in connection with a Charge Back.
	4. Where RMS is notified of any invalid or Disputed Transactions, RMS will notify the Merchant of the same by email, fax or letter and wherever possible (for example, if the TPPP provides RMS with written advise or upon RMS receiving notification from Payment Scheme) accompanied by an explanation of the reason for it. RMS will classify the Transaction as disputed and debit it back to the Merchant. The Merchant agrees to investigate disputed Transaction and take all reasonable steps to resolve disputes with the Customers within fourteen (14) days and follow the procedures for handling disputed Transactions and Charge Back which RMS shall advise from time to time. RMS shall have the right to suspend the processing of any Transaction or withhold Settlement to the Merchant of the amount of that disputed Transaction until the satisfactory completion of any investigation.
	5. In the event that RMS considers in good faith there is a possibility of Charge Back, RMS shall have the discretion to retain the amount from any Settlement (up to a maximum of 6 months) to cover the potential amount of such Charge Back and the Merchant shall on request provide such additional funds within two (2) weeks from the official request as RMS may specify in good faith to cover Charge Back and potential Charge Back.

**9. Refunds**

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

* 1. Refunds shall only be made to the Card or E-Wallet where the original Transaction was debited, as applicable and not to any other method. A Refund Service Charge shall be chargeable to the Merchant as specified in Appendices.
	2. Refunds to a Customer’s Bank account shall be made to the same where the original Bank account was debited whereas refunds to Customer by cash shall be made only to the Customer who has made the original Transaction with the Merchant.
	3. The request for Refund will only be entertained and processed in accordance with the timeline provided by the Payment Scheme or TPPP.

**10. Indemnity**

* 1. The Merchant hereby indemnifies and shall keep RMS indemnified from and against all suits, actions, demands, damages, losses, liabilities (whether criminal or civil), expenses and cost whatsoever arising to which RMS, its employees or servants may be subjected in any manner due to, arising out of or in the course of or by reason of any breach of this Agreement by the Merchant, including, without limitation:
		1. Any act, neglect or default of the Merchant or its agents, employees, licensees or customers;
		2. Any event of fraudulent and illegal transaction committed by the Merchant or its agents, employees, licensees or Customers;
		3. Breaches resulting in any successful claim by any third party alleging libel or slander in respect of any matter arising from the Merchant carrying out the Transactions;
		4. Breaches resulting in any successful claim or penalty fee charged by any Payment Scheme or TPPP in respect of any matter arising from the Merchant carrying out the Transactions;
		5. Any event which may compel the authority to issue statutory order towards RMS to make certain payment as a result of fraudulent and illegal transaction which may occur beyond RMS control;
		6. any breach by Merchant of any provision contained herein;
		7. any violation or claimed violation of a third party’s rights, including intellectual property rights in connection with the services; or
		8. the negligent or intentionally wrongful acts or omissions of Merchant, its employees, agents, subcontractors or its other representatives.

**11. Confidentiality**

* 1. The Merchant shall not at any time during or after the Term of this Agreement divulge or allow to be divulged to any person any confidential information relating to RMS , the RMS System, the Transactions or the terms of this Agreement other than to persons who have signed a confidentiality undertaking in the form approved by RMS .
	2. Subject to Clause 13, RMS shall not at any time during or after the Term disclose or allow access to, the Merchant’s personal information or the Merchant’s customers, to third parties without the Merchant’s prior written consent.
	3. The Merchant shall not directly or indirectly, by any means whatsoever, obtain or attempt to obtain information of the Customers of other Merchants.
	4. If RMS , in its absolute opinion, believe or suspect that the Merchant has breached the provisions in this Clause 11 (or any of them), RMS shall be entitled to terminate this Agreement pursuant to Clause 15.1.
	5. RMS shall take reasonable measures to safeguard all information stored in the RMS System.

**12. Merchant’s Covenants, Warranties and Undertakings**

* 1. The Merchant hereby irrevocably and unconditionally covenants, warrants and undertakes:
		1. To observes the guidelines, procedure of the Transactions as set out in this Agreement or such other updates as provided by RMS from time to time during the subsistence of this Agreement;
		2. Upon request by RMS , to furnish originals of bills or other supporting documents in relation to or in connection with the Transactions;
		3. Upon request by RMS , to allow RMS’s representative for site visit and photo taking on the business premise.
		4. To notify RMS immediately in writing of any change in the organization or corporate or business structure of the Merchant or in any of the information furnished to the Merchant Bank pursuant to this Agreement;
		5. At all times, to promote and recommend Customer(s) of the Merchant to purchase goods, products or services using the RMS System;
		6. Not to provide or disclose any information in relation to or in connection with the Transactions to any unauthorised third party;
		7. Not to gain or attempt to gain, directly or indirectly unauthorised access to RMS System for the purpose of obtaining customers’ information of other merchants of RMS .
		8. Not to use the RMS System to conduct any fraudulent, immoral or illegal activities or activities that may infringe the intellectual property rights of third parties;
		9. Not to knowingly submit any Transaction that is illegal or that the Merchant should have resonably known to be illegal in nature;
		10. Not to use any intellectual property belonging to RMS, including, without limitation, trademarks, trade names or patents, whether registered or not, without the prior written consent of RMS other than such usage permitted under this Agreement;
		11. That the Merchant has obtained all requisite licenses, authorisations, permits and approvals for the carrying on of the Merchant’s business;
		12. That the Merchant is duly authorised and empowered to enter into this Agreement; and
		13. That the Merchant shall not at any time represent to any third party as an agent of RMS .
	2. If, in the sole and absolute opinion of RMS , the Merchant has breached its obligations, warranty, undertaking or covenant as stipulated in this Agreement, RMS shall be entitled to suspend the Merchant from carrying any further RMS Transactions or terminate this Agreement in accordance with the provisions of this Agreement.

**13. Disclosure of Information**

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

* + 1. The Merchant Bank;
		2. Such other persons as RMS may be required to disclose under applicable law;
		3. Such other persons or entity pursuant to any governmental directive or order of the court; or
		4. Any other party whosoever as RMS may at its absolute discretion deem fit in the event of Dispute Transactions.

**14. Limitation on Liability**

* 1. Notwithstanding anything else in this Agreement, neither RMS nor its officers, directors, agents, shareholders or employees shall be liable to the Merchant with respect to any contract, tort or other legal or equitable theory for any incidental, indirect, special, exemplary or consequential damages incurred in connection with this Agreement even if such party has been advised of the possibility or likelihood of such occurring.
	2. In no event shall RMS’ total accumulated liability under this Agreement and any applicable law, exceed the total amount of Transaction Fee paid or payable by the Merchant to RMS under this Agreement for the six-month period preceding that claim for liability, irrespective of the nature or kind of such liability.

**15. Term & Right of Termination**

* 1. The duration of this Agreement will be for a period of twelve (12) months from the Effective Date after which this Agreement will renew automatically for successive twelve (12) month terms (“Term”) unless earlier terminated in accordance with this Agreement.
	2. Termination due to the default of the Merchant:
		1. Upon the happening of any of the events set out below RMS may, at its absolute discretion, forthwith, by giving notice in writing to the Merchant, terminate this Agreement without prejudice to any other remedy RMS may have against the Merchant:
1. If and whenever there shall be a breach of or non observance or non performance of any of the terms, covenants or conditions contained herein and on the part of the Merchant and/or its employees to be observed and performed including failure to pay any of the fees and payment herein stipulated;
2. Any judgment obtained against the Merchant remains unsatisfied for more than fourteen (14) days or the Merchant shall have its property seized under any distress or execution process, makes any arrangements with or assignment for the benefit of its creditors or becomes a bankrupt or is the subject of any winding up proceedings or makes any arrangements or composition with its creditors;
3. The Merchant has a receiver or a receiver and manager appointed over the whole or in part of its property or undertake or has an official manager appointed pursuant to the provisions of the Companies Act 2016 or any other legislation in substitution therefore or a special administrator appointed pursuant to the Pengurusan Danaharta Nasional Berhad Act 1998;
4. The Merchant defaults in performing or observing any terms, covenants or conditions to be observed or performed by it under any mortgage or other encumbrance over the assets of the Merchant and such default materially affects the ability of the Merchant to perform its obligations under this Agreement;
5. The Merchant being a partnership changes its membership without the prior written approval of RMS or is terminated or dissolved except in the events of death of a partner;
6. Where the Merchant is a corporation, the control of the Merchant by the shareholders who are shareholders as at the date of this Agreement is passed by them to other persons or corporation without the prior written approval of RMS first being had and obtained;
7. The Merchant being a natural person becomes of unsound mind or infirm or becomes a drug addict or an alcoholic, meaning that he/she habitually uses drugs or intoxicating liquor to such an extent that he/she has lost the power of self control with respect to drugs or intoxicating liquor; or
8. The Merchant is engaged in or suspected of engaging in fraudulent, illegal or immoral activities or the Merchant is conducting or suspected of conducting fraudulent, illegal, immoral or infringing third parties’ intellectual property, transactions through RMS System. For termination pursuant to this clause, RMS shall hold Settlement funds for up to 180 days.
9. Act of God, war, fire, riot, terrorism, earthquake, actions of federal, state or local governmental authorities, action of financial institution authorities or for any other reason beyond the reasonable control of Merchant .
10. The Merchant has breached the provisions in clause 3.14

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

1. any pending Transactions to be performed using the RMS system will be cancelled;
2. the Merchant shall within thirty (30) days from the date of termination pay all monies which are due and payable to RMS under this Agreement; and
3. RMS ’s obligation to reimburse the Merchant shall cease on the effective date of such termination and RMS shall not be obliged or bound to make any payment on any RMS Transaction completed after the date of termination.

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

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

* 1. Termination due to the default of the RMS
		1. Upon the happening of any of the events set out below RMS may, at its absolute discretion, forthwith, by giving notice in writing to the Merchant, terminate this Agreement without prejudice to any other remedy RMS may have against the Merchant : Act of God, war, fire, riot, terrorism, earthquake, actions of federal, state or local governmental authorities, action of financial institution authorities or for any other reason beyond the reasonable control of RMS .
	2. Notwithstanding any other clause in this Agreement, RMS may at any time, and without cause, terminate this Agreement in whole or in part, upon giving not less than thirty (30) days written notice to the Merchant.
	3. Upon termination of this Agreement whatsoever caused, any payments or obligations due from Merchant to RMS, or from RMS to Merchant, will become due and payable within 30 days. For merchant who is waived for the Security Deposit, the due payment from RMS to Merchant shall be payable after six (6) month upon the termination of the contract.
	4. For any inactive Merchant as determined by RMS and/or upon termination of the Agreement and in the event that RMS has failed to contact the Merchant and/or that the Merchant’s bank account is no longer valid for RMS to remit any amount due to the Merchant or amount left in the Account, RMS shall have the right to deal with the monies in accordance to provisions of the Unclaimed Moneys Act, 1965.

**16. Suspension**

* 1. RMS shall not be liable or responsible to the Merchant in any manner whatsoever for any failure to perform any of its obligations contained in this Agreement if such failure is by reason of the introduction, imposition or variation of any law or any directive of any authority or any agency of any state or any change in the interpretation or application thereof, it is or will become unlawful, or contrary to any such directive, or impractical without breaching such law or directive, for RMS to give effect to its obligations under this Agreement.
	2. In the occurrence of such event by reason stated above in Clause 16.1, RMS shall, at its absolute discretion, immediately suspend the Merchant from carrying further Transactions without giving any notice.
	3. Notwithstanding any other rights available under this agreement,RMS shall, at its absolute discretion, suspend the Merchant from any further Transaction in the event there is no transaction recorded within 180 days consecutively. For avoidance of doubt, RMS shall first issue a notice of potential suspension in the event there is no Transaction recorded within 90 days consecutively, and Merchant shall do the necessary to ensure the availability of active Transaction. In the event there is still no Transaction recorded within 180 days consecutively, RMS shall suspend the Merchant account immediately and shall have the right to terminate in accordance to Clause 15.4.

**17. Notices**

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

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

Email: **support-sa@razer.com**

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

* 1. All notices and documents required to be given by RMS under this Agreement to the Merchant shall be sent to the Merchant by any one of the following methods:
		1. Ordinary or registered post to the Merchant’s last known address according to RMS’s records;
		2. By facsimile to the Merchant’s last known facsimile number according to RMS’s records;
		3. Electronic mail to the Merchant’s last known electronic mail address according to RMS’s records;
		4. Posting the notice or communication on RMS Website;
		5. Notices placed with or in any of RMS’s written communications to the Merchant;
		6. Telephone call to the Merchant’s last known telephone number according to RMS ’s records;
		7. Notices placed through any forms or channel of media; or
		8. Any manner of notification as RMS may at its absolute discretion determine.
	2. Any notice or document or communication given by RMS to the Merchant shall be deemed to be served and received by the Merchant:
		1. If sent by ordinary or registered post, within three (3) days of posting; or
		2. If sent by other methods stated in Clauses 17.2.2 to 17.2.8, on the next Business Day following the sending or publication of such notice or document.

**18. Waiver and Severance**

* 1. Any failure by RMS to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.
	2. In the event that any provisions of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the Party shall amend that provision in such reasonable manner as would achieve the intention of the Party or at the discretion of RMS it may be severed from this Agreement and the remaining provisions remain in full force and effect unless RMS decides that the effect of such severance is to defeat the original intention of the Parties in which event RMS shall be entitled to terminate this Agreement.

**19. Acknowledgement of Merchant**

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

**20. Discretion**

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

**21. Governing Law and Jurisdiction**

* 1. This Agreement shall be governed by Malaysian law in every particular including formation and interpretation.
	2. Any proceedings arising out of or in connection with this Agreement may only be brought in a court of competent jurisdiction in Malaysia.
	3. This Agreement shall be binding upon the heirs, personal representatives, successors, and assigns of the Parties.

**22. Variation**

* 1. The terms of this Agreement may be amended by RMS from time to time and shall be communicated to the Merchant in manner as stated in clause 17.2 or any such other manner as RMS may in its absolute discretion determine. The notice shall be deemed to be received by the Merchant in the manner set out in clause 17.3.
	2. Any amendment to this Agreement will take effect fourteen (14) days from the date the notice is deemed received by the Merchant (as set out in clause 22.1) (“Date of Change”) unless the Merchant communicates in writing to RMS of its non-acceptance to the amendment of this Agreement before the Date of Change.
	3. In the absence of any notification by the Merchant, the Merchant agrees that continued performance of the Transactions vide the RMS System after the Date of Change shall constitute the Merchant’s express acceptance of the amendment to this Agreement made by RMS.

**23. Cost and Expenses**

* 1. Each Party shall bear its own solicitor’s costs and expenses in respect of the preparation and execution of this Agreement and all ancillary documents.
1. **Anti-bribery & Corruption Laws**.
	1. The Merchant shall comply and shall take appropriate steps to ensure the compliance of each of its principals, owners, ultimate beneficial owners, shareholders, officers, directors, employees, agents, consultants, affiliates, suppliers and sub-contractors with all applicable anti-bribery and anti-corruption laws in Malaysia (“Anti-Bribery and Corruption Laws” )in any business dealings and activities undertaken in connection with this Agreement. Accordingly:
	2. Merchant undertakes that neither it nor its Affiliates nor anyone acting on its behalf shall, whether before, during or after the term of this Agreement, directly or indirectly, give or offer, or agree to give or offer, any Gratification as an inducement or reward to any director, officer or employee of RMS or any other person, for doing or forbearing from doing or for having done or forborne from doing any act, or for showing or forbearing from showing favour or disfavour to any person, in relation to this Agreement.
	3. Merchant covenants that it has not and shall not, in all activities in connection with the performance of this Agreement, directly or indirectly, make any payment, authorise, offer or promise to make any payment or transfer of anything of value to a government official or employee, or to any political party or any candidate for political office, for the purpose of influencing, inducing or rewarding any act or omission of an act to secure an improper advantage or to improperly acquire, preserve or obtain business.
	4. Merchant shall not instruct, cause or permit any third party to violate the conditions in this Clause 24 on behalf of Merchant or RMS.
	5. Merchant shall as soon as possible, in writing or orally, inform any of the officers of RMS, upon having knowledge of any director, officer or employee of RMS, directly or indirectly, asking for or receiving, any Gratification whether for his own personal benefit or advantage or for the benefit or advantage of any other person, in relation to this Agreement, whether before, during or after the term of this Agreement.
	6. Merchant undertakes that neither it nor its Affiliate nor anyone acting on its behalf shall, whether before, during or after the term of this Agreement, directly or indirectly, give or offer, or agree to give or offer, any Gratification as an inducement or reward to any director, officer or employee of RMS or any other person, for doing or forbearing from doing or for having done or forborne from doing any act, or for showing or forbearing from showing favour or disfavour to any person, in relation to this Agreement.
	7. Merchant shall maintain true and accurate records necessary to demonstrate compliance with this Clause 24 and shall provide to RMS a written certification of the measures it has taken to ensure such compliance upon simple request by RMS. RMS shall have the right to audit, by itself and/or by its appointed auditors and representatives, such books and records and various locations of the Merchant for the purposes of assessing compliance with the provisions in this Clause 24, upon notice and subject to reasonableness as to place, date and time of said audit, all to the extent such books and records relate to Merchant’s performance under this Agreement. Merchant agrees to fully cooperate in any such audit.
	8. Without prejudice to RMS’s other rights and remedies under the Agreement or law, RMS may terminate this Agreement, or suspend or withhold payment effective immediately, upon written notice to Merchant if RMS in good faith believes that Merchant, its Affiliate or anyone acting on its behalf is in breach or caused a breach of this Clause 24. Upon such termination, RMS shall be entitled to claim all losses, costs, damages and expenses including any incidental costs and expenses incurred by RMS arising from such termination. RMS shall not be liable for any claims, losses or damages suffered by Merchant arising from or in connection with Merchant’s failure to comply with this clause, or the termination of this Agreement pursuant to this clause.
	9. Regardless of any other provision in this Agreement, RMS will not be obliged to do, or omit to do, any act which would, in its reasonable opinion, potentially cause RMS to breach the Anti-Bribery and Corruption Laws.
	10. Merchant shall be liable for and shall defend, indemnify and hold harmless RMS from and against any and all costs and expenses as arising out of or in connection with any breach by Merchant of this Clause 24.
	11. Notwithstanding any other provision in this Agreement but subject to any written law, RMS shall keep confidential any information disclosed or received under Clause 24 including the identity of the person giving the information and all the circumstances relating to the information.

**25. Data Protection**

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

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

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

|  |  |
| --- | --- |
| **RAZER MERCHANT SERVICES SDN BHD** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(signature)*SIGNED BY for and on behalf of**Razer Merchant Services Sdn Bhd**  | [Name of the Merchant Company] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(signature)*SIGNED BY for and on behalf of[xx]  |

**Table 1 – Nature of Business (Business Category)**

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

**Appendix 1 – Settlement Agent**

|  |  |
| --- | --- |
| Company Name: | KiplePay Sdn Bhd |
| Company Registration No: | 510377-P |
| Business Address: | B-23A-3, The Ascent Paradigm, No.1, Jalan SS 7/26A, 47301, Petaling Jaya, Selangor |
| Settlement Bank Details | Beneficiary | Universal Trustee (Malaysia) Berhad Account of KiplePay Sdn Bhd |
| Bank Name | Alliance Bank Malaysia Berhad |
| Account No | 140550010182153 |
| Swift Code | MFBBMYKL |
| Address | No.1, 3rd Floor, Jalan Ampang, 50450, Kuala Lumpur |
| Mode of Payment | Bank to bank transfer |

**SCHEDULES**

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

**1) Schedule 1 – FPX Service Payment Channel**

Refer to the following link: <https://merchant.razer.com/v3/docs/agreement/fpx-service-payment-channel/>

**2) Schedule 2 – Pace Payment Channel**

Refer to the following link: <https://pacenow.co/en-my/terms-of-service/channel-partnership>

**3) Schedule 3 – Credit Card Payment Channel**

Refer to the following link: <https://merchant.razer.com/v3/docs/agreement/credit-card-payment-channel/>

**4) Schedule 4 – Google Pay Payment Channel**

Merchants applying for the Google Pay Payment Channel must adhere to the Google Pay APIs Acceptance Use Policy available at <https://payments.developers.google.com/terms/aup> and accept the terms defined in the Google Pay API Terms of Service <https://payments.developers.google.com/terms/sellertos> .

**5) Schedule 5 – Atome Payment Channel**

Refer to the following link: <https://merchant.razer.com/v3/docs/agreement/atome-payment-channel/>

**6) Schedule 6 – Grab Pay Later Payment Channel**

Refer to the following link: <https://merchant.razer.com/v3/docs/agreement/grab-pay-later-payment-channel/>

**7) Schedule 7 – MyDebit Payment Channel**

Refer to the following link: <https://merchant.razer.com/v3/docs/agreement/mydebit-payment-channel/>

**8) Schedule 8 – DuitNow QR Payment Channel**

Refer to the following link: <https://merchant.razer.com/v3/docs/agreement/duitnow-payment-channel/>

**9) Schedule 9 – Alipay+ Payment Channel**

Refer to the following link: <https://merchant.razer.com/v3/docs/agreement/alipayplus-payment-channel/>

**10) Schedule 10 – DuitNow Online Banking/Wallets Payment Channel**

Refer to the following link: <https://merchant.razer.com/v3/docs/agreement/duitnow-online-banking-wallet-payment-channel/>

**12) Schedule 11 – Physical/Offline Terminal Obligations (Applicable to Merchant applying for physical/offline payment channels and is using Terminal at the Merchant’s outlets/stores)**

Refer to the following link: <https://merchant.razer.com/v3/docs/agreement/physical-offline-terminal-obligations/>