

## **MOBIVERSA MERCHANT TERMS AND CONDITIONS (BOOST ACCEPTANCE)**

THIS MERCHANT TERMS AND CONDITIONS ("AGREEMENT") IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND MOBIVERSA. PLEASE READ IT CAREFULLY.

BY SUBMITTING YOUR MERCHANT APPLICATION FORM, YOU ACKNOWLEDGE THAT YOU HAVE READ AND FULLY UNDERSTOOD AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ALL DOCUMENTS INCORPORATED BY REFERENCE UPON THE APPROVAL OF YOUR APPLICATION BY US, THE APPROVAL OF WHICH IS AT OUR SOLE AND ABSOLUTE DISCRETION.

THIS AGREEMENT IS MADE BETWEEN YOU AND MOBIVERSA.

In this Agreement, "Merchant", "you" and "your" refer to each merchant ("**Merchant**") and "Mobiversa", "we", "us" and "our" refer collectively to MOBIVERSA SDN BHD (Company No. 1105429-U), a company incorporated in Malaysia with its registered office at #07-01, Wisma Damansara II, No.6 Changkat Semantan, Damansara Heights, 50490 Kuala Lumpur, Malaysia ("**Mobiversa**").

Merchant and Mobiversa are collectively referred to as "Parties" and separately as "Party".

WHEREAS:

1. Mobiversa is a mobile payment services provider, operating and facilitating a mobile application service, which recruiting and acquiring merchant
2. Merchant wishes to accept payments from Boost Customers, for products or services purchased from the Merchant in accordance with this Agreement.

PARTIES HEREBY AGREE TO THE BELOW TERMS:

### 1. **DEFINITIONS AND INTERPRETATIONS**

#### 1.1 Definitions

In this Agreement where the context so admits the following expressions shall have the meaning designated unless otherwise distinguished:

"Agreement" means this Merchant Agreement executed between Parties including any annexures thereof and the Mobiversa Merchant Application Form submitted by you;

"Bank Charges" means any bank charges charged by the bank for the remittance of Settlement to the Merchant by Mobiversa;

"Boost App" means the software application named as "Boost" or such other name as may be determined by Ecode from time to time which is downloaded and used by the Customer to make payment available to Merchant;

"Boost Service Charges" means:

- (a) the Setup Fees (if any); and

(b) the Merchant Discount Rate;

“Boost Services” means the e-wallet payment solution and/or platform provided to Merchant, which is developed and deployed by Ecode for the purposes of enabling payment transactions by the Customers to Merchant;

“Business Day” means a day (excluding Saturdays, Sundays and public holidays) on which Mobiversa in are open for business.

“Commencement Date” means the commencement date stated in the Merchant Application Form.

“Confidential Information” means any documents, knowledge, data, or information of whatsoever nature disclosed to or acquired by either Party directly or indirectly from the other Party in connection with the Agreement, or otherwise including, but not limited to the following:

- (a) financial information;
- (b) technical information, including but not limited to research, development, procedures, data, designs, and technical know-how;
- (c) business information, including but not limited to operations, planning, marketing interests, and services disclosed by Mobiversa to the government or regulatory body;
- (d) personal information/data of any Customers, Merchants, the Merchant’s staff, Mobiversa’s staff and Ecode’s staff; and
- (e) all confidential or proprietary concepts, documentation, reports, lists, files, data, specifications, software, source code, object code, flow charts, databases, data files, inventions, information, know-how and trade secrets, whether or not patentable or copyrightable;

“Customer” means any person holding a valid Boost wallet and purchases Services or Products from the Merchant and makes payment for the same using his Boost wallet

“Customer Charge” means the sale price of the Product and/or Service purchased or availed by the Customer plus all other taxes, duties, costs, charges and expenses in respect of the Product and/or Service that are to be charged to the Customer's Boost wallet;

“Deductions” means:

- (a) Boost Service Charges
- (b) Refunds;
- (c) Chargeback, and any fines or fees passed on to Mobiversa by the Ecode or financial institution in respect of the Transactions;
- (d) any amounts reasonably required to cover potential or expected Refunds or Charge Back;
- (e) Bank Charges (if any); and
- (f) any other charges or amounts due to Mobiversa under this Agreement;

“Ecode” refer collectively to AXIATA DIGITAL ECODE SDN BHD (Company No. 1214970-T), a company incorporated in Malaysia with its registered office at Level 5, Corporate Headquarters, 9 Jalan Stesen Sentral 5, Kuala Lumpur Sentral, 50470 Kuala Lumpur, Malaysia. Ecode is a payment service provider operating and facilitating an e-wallet system, branded as Boost (“Boost”) which allows end customers to make payments using Boost for products or services bought from the Merchant.

“EZYWIRE App” means the software application named as “EZYWIRE” or such other name as may be determined by Mobiversa from time to time which is downloaded and used by the Merchant to receive payment for which is to be made through the Customers’ Boost wallet.

“Intellectual Property Rights” means all of the following:

- (a) trademarks (including trade dress), service marks, logos or trade names, whether registered or unregistered, together with the goodwill associated with any of the foregoing, and all registrations, renewals and applications for registration thereof;
- (b) those rights existing under the copyright laws for those works subject to the copyright laws and copyright registrations and applications for registration thereof, including all renewals and extensions thereof;
- (c) rights in trade secrets, confidential business information and other proprietary information (including concepts, ideas, designs, processes, procedures, techniques, technical information, specifications, operating and maintenance manuals, drawings, models, tools, algorithms, Software architectures, methods, know-how, technical data and databases, discoveries, inventions, research and development, formulas, modifications, extensions, improvements and other proprietary content);
- (d) rights in computer software programs, including but not limited to application software, system software, firmware, middleware and mobile digital applications, including all source code, object code, and documentation related thereto, in any and all forms and media;
- (e) rights in domain names, domain name registrations and web pages; and
- (f) all other intellectual property rights in any and all jurisdictions throughout the world;

“Merchant Admin Portal” means a designed website made available by Mobiversa that allow the Merchant to access information of transaction report, managing account settings and other relevant news and announcement update.

“Merchant’s Designated Bank Account” means the designated bank account of the Merchant as specified in the Merchant Application Form;

“Merchant Discount Rate (MDR)” or “Transaction Fee” means a fee payable by the Merchant to Ecode for each Transaction based on the formula set forth in the Quotation by Mobiversa.

“Mobiversa Merchant Application Form” means the binding application form filled up and submitted by the Merchant;

“Product” means a tangible or intangible commodity/product manufactured, marketed, distributed and/or sold by the Merchant, to the Customer(s), the payment for which is to be made through the Customer's Boost wallet;

“Refund” means a request made by a Customer to reverse a Transaction under Clause 6 hereof;

“Settlement” means the Customer Charge less the Deductions;

“Service” means any service that Merchant offers to provide and that is availed of by the Customer, the payment for which is to be made through the Customers’ Boost wallet;

“Setup Fee” means a one-off, non-recurring and nonrefundable fee payable by the Merchant to Mobiversa at the time of signing this Agreement or such other time prior to the commencement of the Boost Services in the amounts set forth in the Quotation by Mobiversa;

“Term” means the term as stated in the Appendix of the Merchant Application Form as approved by us;

“Transaction” or “Boost Payment Transaction” means the payment to the Merchant performed by a Customer for a purchase of goods and/or services.

## 1.2 Interpretations

In this Agreement, unless the context otherwise requires:

- (a) reference to any legislation or provisions shall include any statutory modification and re-enactment of any legislative provisions substituted for and all legislation and statutory instruments issued by such legislation or provisions;
- (b) references to any document or agreement in this Agreement (including the Agreement) shall be deemed to include references to such document or agreement as may be amended, novated, supplemented, varied or replaced from time to time;
- (c) references to clauses shall be read in the case of sub-clauses, paragraph and sub-paragraph as being reference to sub-clauses, paragraph and sub-paragraph in this Agreement as may be appropriate;
- (d) references to any Party to this Agreement or any other document or agreement shall include its successor-in title or permitted assigns;
- (e) heading to clauses are for convenience only and shall not affect the interpretation thereof;
- (f) words denoting the singular number shall include the plural and vice versa;
- (g) words denoting individuals shall include corporations and vice versa;
- (h) words denoting a gender shall include all genders;
- (i) the Recitals, and/or schedules attached hereto shall be construed as essential part of this Agreement; and
- (j) no rule of construction and/or interpretation applies to the disadvantage and/or detriment of the Party having control and/or being responsible for the preparation of this Agreement.

## 2. TERM

This Agreement shall commence on the Commencement Date and continue to be in full force and effect until the expiry of the Term unless otherwise earlier terminated in accordance with this Agreement.

## 3. THE SERVICES

### 3.1 Provisions of The Services

- a) In consideration of the mutual promises and undertakings, Mobiversa agrees to provide EZYWIRE services to the Merchant in accordance with this Agreement from the Commencement Date on an as is basis.
- b) Mobiversa shall make available to the Merchant the EZYWIRE App wherein the Merchant can create a Merchant’s account and a login name and password, in order to enable the Merchant to accept payments for the Products and/or Services sold and/or provided by the Merchant by using the Boost Service.

### 3.2 Payment Through Boost

Merchant acknowledges that Mobiversa acts as an intermediary and enables the Merchant to receive payment, from the Customer's Boost wallet. Customer Charges to be charged by Merchant shall be inclusive of all taxes and miscellaneous charges and shall be uniform to all Customers. All Transaction shall be drawn in Ringgit Malaysia only.

### 3.3 Maintenance

Mobiversa and/or may undertake scheduled maintenance and/or emergency maintenance of the Boost App from time to time and Ecode will use reasonable endeavour to notify the Merchant of the same. Mobiversa and/or Ecode shall not be liable for any losses incurred by the Merchant arising from the performance of maintenance under this Clause.

### 3.4 No Warranties of Merchantability and Fitness of Use

Mobiversa disclaims all warranties, express or implied, written or oral, including but not limited to warranties: -

- (a) of merchantability and/or fitness for a particular purpose; and
- (b) that Boost Service and EZYWIRE App will be available at all times and that it would be uninterrupted and virus/malware/error free.

## 4. PAYMENT OF SETTLEMENT

4.1 Subject to Clauses 4.2 and 5, Mobiversa shall remit the Settlement to the Merchant as set forth in the Appendix C in this agreement. Mobiversa may together with each Settlement to the Merchant provide a report containing a breakdown of Settlement for the relevant Transactions undertaken. Such will be sent to Merchant's email address and/or made available online at Merchant Admin Portal by Mobiversa.

4.2 In the event that the value of the Deductions exceed the value of all Customer Charges falling due for Settlement on the Settlement Date, the resulting shortfall may be held over by Mobiversa and/or Ecode for deduction against the following Settlement when it shall be deducted from that Settlement together with any interest due. However, Mobiversa and/or Ecode reserves the right at any time to require payment (including by off-set Merchant's future settlement) of all or part of such shortfall as Mobiversa and/or Ecode may determine.

4.3 Mobiversa will remit all Settlement to the Merchant's Designated Bank in Malaysia Ringgit (RM) by wire transfer or such other method preferred by Mobiversa.

4.4 With respect to each Settlement made, the Merchant shall reconcile its sales report against the Settlement Report (where the same is provided by Mobiversa) for the relevant Transactions. If the Merchant discovers any discrepancy in the Settlement, the Merchant shall within fourteen (14) days from the Settlement Date notify Mobiversa of such discrepancy together with the relevant supporting documents evidencing the discrepancy, failing which the Merchant waives its rights to raise any dispute and is deemed to have accepted the Settlement made.

4.5 Payment by Mobiversa to the Merchant does not constitute confirmation that the transactions are accepted according to the conditions and procedures stated herein free of irregularity or any violation and shall be subject to refusal or recovery action by Mobiversa for the excess of funds paid to the Merchant

4.6 Mobiversa and/or Ecode may impose a processing fee on any reversal, refund or cancellation of a transaction that it performs on behalf of the Merchant. Mobiversa will not refund to the Merchant the MDR or any part thereof that it had deducted from the earlier payment made to the Merchant.

4.7 All payments by Mobiversa to the Merchant shall be made in Ringgit Malaysia only.

4.8 In the event that any irregularities that are detected by Mobiversa and/or Ecode, Mobiversa has reason to believe that the Transaction (s) have not been issued for legitimate transactions or being fraudulent or unauthorized by the Customer(s) or illegal or in which any of circumstances set out herein appears to exist, Mobiversa is entitled to withhold payment until Mobiversa has examined and verified acceptable supporting documentation and in the event that the Transaction, in Mobiversa opinion, not valid, or rejected by Ecode, no repayment of the amount withheld shall be made by Mobiversa. The Merchant shall irrevocably authorize Mobiversa to withhold from the Settlement any amount owing to Mobiversa pursuant to this Agreement. The terms in this Clause shall survive the termination of this Agreement.

## 5. **DISPUTED TRANSACTION AND CHARGEBACK**

5.1 The Merchant shall provide the Products and/or Services to the Customer only upon confirmation of the Transaction.

5.2 Mobiversa shall not be responsible for any Boost Transactions that have not been confirmed by Ecode.

5.3 All disputed Transaction shall be the sole liability of the Merchant.

5.4 Mobiversa and/or Ecode shall not under any obligation or responsibility to investigate any disputed Transaction.

5.5 Where Mobiversa is notified of any invalid or disputed Transactions by Ecode, Mobiversa will notify the Merchant of the same by email, fax or letter and where possible accompanied by an explanation of the reason for it. Ecode will classify the Transaction as disputed and debit it back to Merchant.

5.6 The Merchant agrees to investigate disputed Transactions and take all reasonable steps to resolve disputes with Customers within fourteen (14) days and follow the procedures for handling disputed Transactions and Charge Back which Mobiversa and/or Ecode advises from time to time. Mobiversa and/or Ecode shall have the right to suspend the processing of such Transaction or withhold the Settlement to the Merchant of the amount of such Transaction until the satisfactory completion of any investigation.

- A Transaction may be regarded as invalid by Ecode and charged back if:
  - (a) the Transaction was declined for any reason but the same was processed by the Merchant;

- (b) it is for any reason incomplete unlawful and unenforceable; or
  - (c) the Transaction found to be a duplicate transaction;
  - (d) it is not processed as per the Boost's operating guide as per Appendix A.
- The Merchant shall resolve any disputes, claims or complaints the Merchant may have received from the Customer in respect of any Transaction using Boost. Mobiversa and/or Ecode shall not be held liable in any manner whatsoever in the event there is a dispute between the Merchant and the Customer in relation to the Transaction including but not limited to the quality of the Product and/or Services, overcharging or late delivery unless it can be reasonably shown by the Merchant that such dispute arose, directly or indirectly, from the gross negligence, fraudulent act, material default or breach, material errors and/or omissions by Ecode in the provision of Boost Service under this Agreement.

## 6. **REFUND**

6.1 Where the Customer made payment via the Boost App and thereafter request for a refund. If the Merchant agrees to such refund: -

- (a) on the same day when the relevant Transaction took place (the "Transaction Day"), the Merchant shall take necessary steps to void/ cancel the Transaction through the relevant feature available on EZYWIRE App and make sure that such cancellation is relayed to Ecode on the same day. The Merchant shall then be responsible for the refund to such Customer;
- (b) after the Transaction Day, the Merchant shall send a report of refund (in the specified format provided by Ecode) to Ecode. Thereafter Ecode shall conduct its investigation and in case the request is found to be valid and lawful, Ecode shall refund the Customer Charge to the Customer's Boost wallet within seven (7) Business Days following the date of refund request is accepted by Ecode. If the Merchant chooses to refund to the Customer via cash or vouchers (not via Ecode's system), Ecode is entitled to retain the relevant Boost Service Charges and Bank Charges.

6.2 Ecode shall not be responsible in any manner whatsoever for any losses, claims, damages, costs and expenses incurred by the Customer and/or the Merchant arising from the Refund.

## 7. **EXCLUSION OF LIABILITY**

7.1 Otherwise as expressly stated in this Agreement, in no event shall either Party be liable to the other Party or any other third party for loss of profits, loss of business, exemplary, incidental, indirect, special, punitive or consequential damages of any kind arising out of this Agreement.

7.2 Mobiversa shall not be liable to the Merchant in contract, tort or otherwise howsoever arising out of or in connection with this Agreement save and except for the Settlement which is due and payable to the Merchant in accordance with this Agreement

7.3 No terms or condition of this Agreement shall benefit or create any right or cause of action in or on behalf of any person or entity other than Mobiversa and the Merchant. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense or losses whether in contract, statute, tort (including, without limitation, negligence), or otherwise.

## 8. **INDEMNITY**

8.1 The Merchant shall fully indemnify Mobiversa and/or Ecode for all losses, damages, claims, cost and expenses in respect of or in connection with any and all actions, suits, claims, demands and/or proceedings brought against Mobiversa and/or with respect to, in connection with or resulting from:

- breach or non-performance by the Merchant of any of its undertakings, warranties, covenants, declarations or obligations under this Agreement; and
- any claim brought by a Customer with respect to the Products and/or Services provided by the Merchant (including Refund).

## 9. **VIOLATIONS BY THE MERCHANT**

9.1 The Merchant shall not engage in any of the following behaviour:

- (a) attempts to tamper, hack, reverse-engineer, modify or otherwise corrupt the security or functionality of Ecode's platform and/or EZYWIRE;
- (b) using the Boost Service for money laundering activities; and
- (c) using the Boost Service for any unlawful, illegal and/or immoral activities and/or purposes, including but not limited to violation of the laws of Malaysia and/or Bank Negara Malaysia's rules.

## 10. **ADVERTISING AND PROMOTION**

10.1 The Merchant shall honour all the promotional/advertising schemes which may be introduced by Mobiversa and/or Ecode.

10.2 Unless otherwise expressly specified in writing by Mobiversa and/or Ecode, the Merchant shall procure all marketing and promotional materials directly from Ecode.

10.3 In the event the Merchant decides to produce its own materials in promoting Boost Services, all uses of Ecode's Intellectual Property Rights, including without limitation its logo and brand name shall be subject to Axiata's written approval. The Merchant shall send copies of all materials which contain uses of Axiata's Intellectual Property Rights to Axiata in advance of their use at the e-mail address indicated in this Agreement.

10.4 Upon Ecode's request, the Merchant shall display prominently at its premises, Ecode's brochures and/or other publicity material provided to it by Ecode.

10.5 Mobiversa or Ecode or its agents shall at all reasonable times have the right to entry and inspect the retail outlet or trading premises of the Merchant (if applicable).

10.6 The Merchant shall participate in initiatives that Ecode may announce from time to time, such as new customer acquisition activities including those assisted by a promoter funded by Ecode, in customer promotional campaigns, in Merchant-get-Merchant campaign and other forms of Merchant loyalty programs etc.

10.7 The Merchant hereby agrees that Ecode may from time to time, display the Merchant's logo and branding on its platform without further approval from the Merchant.

## 11. **MERCHANT'S COVENANTS, REPRESENTATIONS AND WARRANTIES**



11.1 Merchant hereby covenants, represents and warrants that:

- (a) it has the full authority and power to enter into, execute and deliver this Agreement and to carry out and perform the services contemplated under this Agreement;
- (b) the execution by Merchant of this Agreement constitutes legal, valid and binding obligations on the Merchant;
- (c) the execution, delivery and performance of this Agreement will not violate any order, judgment or decree against or binding upon Merchant;
- (d) it shall comply with all applicable consumer, personal data protection and other laws and regulations with respect to:
  - (i) its use of Boost Service and EZYWIRE;
  - (ii) its dealings with the Customers; and
  - (iii) its processing, use and disclosure of the Customers' data;
- (e) it shall ensure the safety and confidentiality of its username and password and shall keep Mobiversa fully indemnified from all liability, losses, damages, cost and expense incurred by Mobiversa and/or Ecode arising out of or in connection with the misuse of the same. The Merchant shall immediately notify Mobiversa upon learning of any unauthorized use of its username and/or password;
- (f) it shall observe the guidelines, procedure or such other updates as provided by Mobiversa and/or Ecode from time to time during the term of this Agreement;
- (g) it shall install any updates, fixes and patches whenever they are made available or notified of its availability by Mobiversa;
- (h) it has the full right and/or authority to offer the applicable Products and/or Services and shall at its own cost obtain and maintain the necessary licenses and approvals from the government or any regulatory body for the provision of such Products and/or Services and performance of its obligations under this Agreement;
- (i) it shall at all times, display the logo and other such trademarks of Boost that may be mutually agreed at the retail outlet or trading platform of the Merchant;
- (j) it shall provide Mobiversa the information as required by Mobiversa at the time it desires to become the Merchant;
- (k) the products and services as detailed as Prohibited items in Appendix B and such other prohibited items which Mobiversa and/or Ecode may notify from time to time shall not be sold by the Merchant;
- (l) it shall be solely responsible for all Customer service issues relating to the Transaction, Products and Services sold by the Merchant, including but not limited to Customer Charge, order fulfilment, order returns, refunds, exchanges and adjustments, rebates, functionality and warranty, technical support, customer complaints and feedback concerning experiences with its personnel, policies or processes and the Merchant shall bear any and all expenses and/or costs relating thereto;
- (m) it shall not conduct or accept any unlawful or illegal transactions using EZYWIRE including but not limited to item listed in Appendix B;
- (n) it shall immediately report to Mobiversa upon the discovery of any fraud, theft, loss, unauthorized usage or any other occurrence of unlawful or illegal acts in relation EZYWIRE/ Boost Service and/or their respective use. The Merchant agrees to lodge a police report and provide such certified copy of report whenever instructed by Mobiversa and/or Ecode;

- (o) it shall cooperate with Mobiversa and/or Ecode and provide all Transaction related details required by any government or regulatory body;
- (p) other than the equipment and terminals provided by Mobiversa, it shall be responsible for all other equipment (including upgrades and modifications required) necessary to use the Boost Service and EYZWIRE and to carry out the Transactions, and also for the security and integrity of all information and data transmitted, disclosed and/or obtained through the use of the Boost Service and/or EYZWIRE;
- (q) it shall not:
  - (i) discriminate the Boost App against other modes of payment;
  - (ii) discriminate Customers seeking to make payment using the Boost Apps against Customers using other modes of payment; and
  - (iii) impose any restrictions and/or conditions on the use of Boost App as a mode of payment other than that approved or prescribed by Mobiversa;
  - (iv) it shall not charge the Customer any additional fee or charges in addition to the Customer Charges other than goods and service tax imposed by law; and
- (r) it shall keep proper account and correct copies of all documents/records relating to the Transactions and Mobiversa and/or Ecode shall be allowed at any reasonable time to inspect or take copies of all such documents and shall preserve such documents and records for a period of at least two years from the transaction date;
- (s) it shall not use the Boost Service and/or EYZWIRE in any manner and/or engage in any activities which is prejudicial to Mobiversa and/or Ecode in any manner which would bring disrepute to Mobiversa and/or Ecode, all of which shall be determined based on Mobiversa and/or Ecode's opinion.

## 12. **CONFIDENTIALITY**

12.1 Merchant hereby authorizes Mobiversa and/or its officers to make use of, disclose, divulge or reveal any information relating to the Merchant and its accounts in such manner and to such extent as Mobiversa shall from time to time consider necessary to any consultant, agent or subcontractor or to any person for any purpose in connection with any Payment products or for any purpose in connection with the enforcement of any terms of this Agreement or to any authority or body established by BNM or any other competent authority or bodies having jurisdiction over Mobiversa.

12.2 Merchant hereby authorizes Mobiversa and/or its officers to make use of, disclose, divulge or reveal any information relating to its accounts for purposes of in connection with any action or proceeding taken for the purpose of Chargeback recovery.

12.3 Merchant hereby undertakes and covenants that it shall keep all information which comes into possession pursuant to or during the course of this Agreement confidential and shall not disclose to any persons such information without obtaining prior written consent of Mobiversa. The Merchant shall ensure that its employees and/or agents who have access to such information comply with this confidentiality clause.

12.4 Merchant declares that all information given to Mobiversa are true and complete and the Merchant authorize and consent Mobiversa to verify the information given herein from whatever sources including without limitation any credit bureau established by authorities pursuant to any applicable law, regulations or directive (whether having the force of law or otherwise) or any party as

Mobiversa deem fit may be required and to use, release or exchange such information as may be obtained without further permission or consent from the Merchant.

12.5 The Merchant agrees to provide information on previous Merchant Agreement(s), including the name(s) of the entity (ies) where the Merchant had the Agreement(s) and the reason(s) for terminating the Agreement(s), if applicable.

12.6 Mobiversa shall reserve the right to approve or reject any merchant application for EZYWIRE from the Merchant as it deems fit without providing any reasons thereof.

### 13 **DISCLOSURES OF INFORMATION**

Notwithstanding Clause 10, this Agreement and all matters pertaining hereto including but not limited to, all information shall be considered as confidential in nature and shall not be disclosed by the Merchant to any third party unless the said disclosure is mandatory by law. Merchant shall keep confidential any information it receives from Mobiversa that is not publicly available and this Agreement and its terms and conditions including, without limitation, the MDR. The Merchant shall take all steps necessary to prevent the transfer or disclosure of such information to any third party and will not sell, copy, reproduce or store in any form, for any purpose whatsoever. For the avoidance of doubt, the obligations of this Clause shall survive for a period of five (5) years after the termination or expiry of this Agreement.

### 14. **INTELLECTUAL PROPERTY RIGHTS (IPR)**

14.1 The Merchant acknowledges that the copyright, designs, trademarks and other Intellectual Property Rights comprised in the information, text, graphics, scripts, software, technology, music, sound, photograph, logos, widgets, documents and/or any materials provided by Mobiversa (Mobiversa's IPR) and/or Ecode ("Ecode's IPR") are their sole and exclusive property and/or its licensors.

14.2 The Merchant may utilise the Mobiversa's IPR and/or Ecode's IPR strictly in accordance with the instruction and guidelines of Mobiversa and/or Ecode issued and/or communicated by Ecode from time to time and solely for the activities contemplated in this Agreement only.

14.3 The Merchant further agrees and undertakes that save as expressly permitted in this Agreement it shall not without prior written consent:

- reproduce, copy, reverse compile, adapt, modify, distribute, commercially exploit, display, broadcast, hyperlink or transmit in any manner or by any means or store in an information retrieval system any part of Mobiversa's IPR or Ecode's IPR; and
- create or use derivative works from Mobiversa's IPR or Ecode's IPR.

### 15. **DATA PROTECTION**

15.1 Merchant shall always endeavour to keep all data related to the Transaction under this Agreement secure and will follow industry practice and any guidelines issued by any regulatory authority from time to time. As part of data security obligations Merchant shall not store Boost wallet authentication information (PIN/ OTP). Apart to fulfill its audit purposes, the Merchant acknowledges and agrees not to store the Boost wallet credentials of the Customer in any form including without limitation by creating logs.

16. **SUSPENSION OF MERCHANT'S BOOST WALLET**

16.1 Mobiversa shall be entitled, without any liability to the Merchant, to immediately suspend the EZYWIRE service by written notice to the Merchant if, in the sole and absolute opinion of Mobiversa that:

- (a) the Merchant has breached any warranty, terms and conditions of this Agreement; and
- (b) any of the events stipulated in Clause 17.1(b)(i) to (iv) and/or in Clause 17.1(c) occurs to or is committed by the Merchant.

16.2 The issuance of such suspension notice shall not in any way prejudice or prevent Mobiversa from exercising its rights to terminate this Agreement under Clause 17 with respect to the same breach and/or event.

17. **TERMINATION**

17.1 Without prejudice to any other rights of the Parties under this Agreement or at law, this Agreement may be terminated:

- (a) immediately by either Party without any liability whatsoever to Mobiversa and/or Ecode where:
  - the provision of the Boost Services or any part thereof shall become unlawful under any laws in Malaysia; or
  - Mobiversa's and/or Ecode's license and/or approval under the relevant legislation which is necessary to provide the Boost Service is suspended, revoked or terminated and another license of that type is not immediately granted or issued to Ecode; or
- (b) by Mobiversa if the merchant:
  - i. any breach or default on the part in the term of this agreement
  - ii. have an order or an effective resolution is passed for the reconstruction, amalgamation of the other Party under Sections 366 – 368 the Companies Act 2016 or any other similar action or proceeding under any other law and the order or resolution is not withdrawn, revoked or annulled within a period of ninety (90) days from the date of the order or resolution;
  - iii. an order is made, or an effective resolution is passed for winding up or dissolution of the other Party and the order or resolution is not withdrawn, revoked or annulled within a period of ninety (90) days from the date of the order or resolution;
  - iv. a receiver, receiver and manager, official manager, provisional liquidator, liquidator, or like official is appointed over the whole or a substantial part of the undertaking and property of the other Party and such appointment is not withdrawn, revoked or annulled within a period of ninety (90) days from the date of such appointment;
  - v. a holder of an encumbrance takes possession of the whole or any substantial part of the undertaking and property of the other Party and such action is not withdrawn, invalidated or reversed within a period of ninety (90) days from the date of such appointment; or
  - vi. the other Party ceases its business; or

17.2 Notwithstanding anything to the contrary, Ecode may terminate this Agreement, without any liability whatsoever to the Merchant, and without assigning any reason whatsoever, by giving thirty (30) days written notice to the Merchant.

18. **CONSEQUENCES OF TERMINATION OR EXPIRY OF AGREEMENT**

18.1 The termination or expiry of this Agreement, in whole or in part, does not operate as a waiver of any breach by a Party of any of its provisions and is without prejudice to any rights, liabilities or obligations of any Party which have accrued up to the date of termination or expiry including the right of indemnity.

18.2 On termination or expiry of this Agreement by either Party for any reason, the Merchant shall immediately cease holding itself out as a Merchant to Mobiversa and shall immediately cease using EYZWIRE, Mobiversa's IPR and Ecode's IPR and remove all signs, names, insignia, advertisements and/or any other material which identifies it as part of the network of Mobiversa and shall return to Mobiversa all literature and other material relating to Mobiversa in its possession.

19. **MODIFICATION OF TERMS; CHANGES TO SERVICES.**

19.1 Mobiversa reserve the rights to revise, modify and/or change the MDR, charges, fees or any other charges payable. From time to time by giving notice to the merchant.

19.2 With respect to any other changes to the Agreement, the Merchant agrees that Mobiversa may revise, modify and/or change the same with prior written notice to the Merchant. Any such revision, modification or change will be binding and effective either, at Ecode's sole discretion:

- (a) immediately upon posting of the revised Agreement on the Mobiversa's website or upon electronic or written notification to the Merchant, where such revision or change is to comply with legal or regulatory requirements; or
- (b) five (5) days after posting of the revised Agreement on the Mobiversa's Website, or upon electronic or written notification to the Merchant, in other cases.

19.3 The Merchant agrees to periodically review the Boost's Website, including the current version of this Agreement available on the Boost's Website, to be aware of any such revisions.

19.4 If the Merchant does not agree with any revision to the Agreement, the Merchant may terminate this Agreement at any time by providing Ecode with notice in writing.

19.5 Such notice of termination will be effective on receipt and processing by Ecode.

19.6 Except as otherwise provided in this Agreement, in the event the Merchant terminates this Agreement, any fees paid by the Merchant are non-refundable.

19.7 By continuing to use Boost Services after any revision to this Agreement, the Merchant agrees to abide by and be bound by any such revisions or changes.

19.8 Mobiversa and/or Ecode is not bound by nor should the Merchant rely on:

- any representation by any agent, representative or employee of any third party that you may use to apply for Boost Services; or

- information posted on Boost's Website of a general informational nature.

## 20. **NOTICES**

20.1 Save as it is otherwise expressly provided herein any notice or demand to be given under this Agreement shall be in any of the following ways: -

- (a) by ordinary mail to the other party and such notice or demand shall be deemed to have been served on the recipient three (3) Business Days after posting notwithstanding that it may be undelivered and in proving such service it shall be sufficient that the notice or demand was properly addressed and posted; or
- (b) by despatch or courier to the other party and such notice or demand shall be deemed to be given upon acknowledgment; or
- (c) by facsimile to the other party and such notice or demand shall be deemed to be delivered on transmission upon confirmation of the transmitting machine indicating that the transmission has been successful; or
- (d) by e-mail to the Merchant's business e-mail address provided to Mobiversa for payment and other notification purposes.

## 21. **FORCE MAJEURE**

21.1 Neither Party shall be liable for any cost or otherwise, for any delay and/or failure in the execution of their respective obligations if such delay or failure is due to Force Majeure.

21.2 Force Majeure shall mean any factors or impediment that are beyond the Party's reasonable control and that it could not reasonably be expected to have taken the impediment into account at the time of the conclusion of this Agreement or to have avoided its consequences including but not limited to war, revolution, insurrection, riots, blockage or embargo, emergency, accident, fire, earthquake, flood, storm, industrial strikes, lockouts or other labour disputes not instigated or caused by the affected Party for the purposes of avoiding its obligations herein, pandemics and viral outbreak. Provided that an event of Force Majeure shall not include economic downturn, non-availability or insufficient funds, or lack of financing on the part of the affected Party to carry out its obligations under this Agreement.

21.3 If either Party is prevented or delayed in the performance of any obligation under this Agreement by events of 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.

21.4 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 obligations and achieving the objectives under this Agreement.

## 22. **GENERAL**

22.1 This Merchant Agreement including any annexures thereof and the Merchant Application Form shall constitute a binding contract between the Parties hereto. In the event that there are any inconsistencies between the Merchant Agreement and the Merchant Application Form, the Merchant Application Form shall prevail.

22.2 Nothing in this Agreement shall be construed as to create the relationship of employer-employee, partners, collaborators, joint-venture or principal-agent between the Parties hereto. The Parties shall be independent contractors and neither Party shall bind the other by its acts, deeds or omissions.

22.3 This Agreement supersedes all previous negotiations, writings, commitments or agreements, either oral or written, between the Parties hereto.

22.4 This Agreement shall be binding on and shall ensure for the benefit of each of the Parties' successors. The Merchant shall not assign nor transfer any of its rights, benefits or obligations under this Agreement save with the prior written consent of Ecode.

22.5 The illegality, invalidity or unenforceability of any provision of this Agreement under the laws of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction nor the legality, validity or enforceability of any other provision of this Agreement.

22.6 Failure or delay on part of either Party to enforce any provision(s) of this Agreement at any point of time shall not be construed to be a waiver by such Party of such rights thereafter to enforce each and every provision of this Agreement.

22.7 This Agreement shall be governed by and construed in all respects in accordance with the laws of Malaysia.

## **APPENDIX A**

### **OPERATING GUIDE**

1. Merchant shall not split a single sale into more than one Transaction.
2. Merchant must not process a transaction after receiving decline response (Exception: System failure for that transaction, Transaction time-out, Customer Request to reprocess).
3. Merchant shall stop processing the Transaction as soon as Mobiversa and/or Ecode tells Merchant to do so.
4. The wallet transaction must not be a payment for goods or services that violates a law that applies to Merchant or the wallet holder or for goods and services outside the description of Merchant's business.
5. Merchant shall not attempt to levy service charge for use of wallet and must not attempt to set minimum transaction limits for Transaction for the use of Boost wallet.

## **APPENDIX B**

### PROHIBITED ITEMS

1. Adult goods and services which includes pornography and other sexually suggestive materials (including literature, imagery and other media); escort or prostitution services;
2. Body parts which includes organs or other body parts;
3. Child pornography which includes pornographic materials involving minors;
4. Copyright unlocking devices which includes Mod chips or other devices designed to circumvent copyright protection;
5. Drugs and drug paraphernalia which includes illegal drugs and drug accessories, including herbal drugs like salvia and magic mushrooms;
6. Drug test circumvention aids which includes drug cleansing shakes, urine test additives, and related items;
7. Hacking and cracking materials which includes manuals, how-to guides, information, or equipment enabling illegal access to software, servers, websites, or other protected property;
8. Illegal goods, which includes materials, products, or information promoting illegal goods or enabling illegal acts;
9. Offensive goods, which includes literature, products or other materials that: (a) Defame or slander any person or groups of people based on race, ethnicity, national origin, religion, sex, or other factors (b) Encourage or incite violent acts (c) Promote intolerance or hatred;
10. Offensive goods, crime that includes crime scene photos or items, such as personal belongings, associated with criminals;
11. Weapons which includes firearms, ammunition, knives, brass knuckles, gun parts, and other armaments;
12. Any product, service or activity which is not in compliance with all applicable laws and regulations in Malaysia including anti-money laundering and anti-terrorism financing.

## **APPENDIX C**

Merchant will receive transaction the Settlement funds as stipulated in Clause 4 in this terms and condition with the timeframe of transaction day + 2 business day (T+2 working days).