

## **User / Merchant's Agreement for RediPay Services**

YOU AGREE THAT THIS AGREEMENT WILL BE EFFECTIVE AS TO ALL USERS/MERCHANTS FROM 1ST JANUARY 2017.

RediPay is a product owned by:

### **RediPay**

UOA Business Park, Tower 3,  
03-3A-13, Jln Pengaturcara U1/51A,  
Seksyen U1, 40150, Shah Alam, Selangor

and have entered an agreement with **Bank Islam** as an acquirer Bank, address as follow:  
Menara Bank Islam,  
Level 24, 22 Jalan Perak,  
50450 Kuala Lumpur

## **Overview**

This Agreement is a contract between you (Merchant) and RediPay., a Malaysian company, and governs your use of all RediPay services. Using the RediPay services means that you must accept all of the terms and conditions contained in this Agreement including the Privacy Policy. You should read all of these terms carefully.

We may amend this Agreement at any time by posting a revised version on our website. The revised version was effective at the time we post it. If the revised version includes a Substantial Change, we will provide you with 30 Days' prior notice of any Substantial Change by posting a notice on the "Policy Updates" page of our website.

This is an important document which you must consider carefully when choosing whether to use the RediPay services. Please note the following risks of using the RediPay services:

1. Payments received for your Account may be reversed at a later time, for example, if a payment is subject to a Chargeback, Reversal, Claim or is otherwise invalidated. This means that a payment may be reversed from your Account after you have provided the sender the goods or services that were purchased.
2. We may close, suspend, or limit your access to your Account or the RediPay services, and/or limit access to your funds if you violate this Agreement, Use Policy, or any other agreement you enter into with RediPay services.
3. You are solely responsible for understanding and complying with any and all laws, rules and regulations of your specific jurisdiction that may be applicable to you in connection with your use of the RediPay services, including but not limited to, those related to export or import activity, taxes or foreign currency transactions.

This Agreement is not a solicitation of the RediPay services and RediPay is not targeting any country or market through this Agreement.

## **Payment Services & Eligibility**

### **Payment Service**

RediPay is a payment services provider and acts as such by creating, hosting, maintaining and providing our RediPay services to you via the Internet. Our services allow you to sell your products and receive payments from the company. We offer services in compliance with local laws and regulations.

RediPay is not a remittance business or a money transfer service. We do not have any control over, and are not responsible or liable for, the products or services that are paid for with our RediPay service. We cannot ensure that a buyer or a seller you are dealing with will fulfill their obligation to deliver the product or services purchased.

Neither RediPay, the Bank, nor any other third party makes any representations or guarantees regarding Merchants or Purchasers utilizing the Service. Use of our Service in no way represents any endorsement by RediPay or any Card Network, of a user's existence, legitimacy, ability, policies, practices, or beliefs. RediPay does not have control of, or liability for, goods or services that are paid for with the Service. Merchant acknowledges and agrees that receipt of Purchaser information via the Service does not indicate that the Purchaser's payment instrument has sufficient available funds, that a transaction will be authorized or processed, or that the transaction will not later result in a chargeback or reversal.

A non-profit organization may use RediPay to accept payments as a Merchant. Not all non-profit organizations are tax-exempt, and not all contributions to non-profit organizations are tax-deductible. Non-profit organizations are responsible for correctly classifying themselves and their transactions, issuing any required reports and receipts, and making any required tax or other filings. Contributors are responsible for verifying the status of organizations to which they donate and reporting their donations correctly for tax and other purposes. RediPay specifically disclaims any liability in this regard.

### **Information**

In order to open and maintain an Account, you must provide us with correct and updated Information.

#### **1. Your contact information**

It is your responsibility to keep your primary email address up to date so that RediPay can communicate with you electronically. You understand and agree that if RediPay sends you an electronic communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic communications, RediPay will be deemed to have provided the communication to you effectively. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add RediPay to your email address book so that you will be able to view the communications we send to you.

You can update your primary email address at any time by logging into the RediPay website or dashboard. If your email address becomes invalid, such that electronic communications sent to you by RediPay are returned, RediPay may deem your

account to be inactive, and you will not be able to transact any activity using your RediPay account until we receive a valid, working primary email address from you.

**2. Identity Verification**

You authorise RediPay, directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information or documentation, requiring you to provide a taxpayer or requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report or verifying your Information against third party databases or through other sources.

**3. Credit Report Authorisation**

If you sign up a RediPay Account, you are providing RediPay with your written instructions and authorisation in accordance with any applicable law to obtain your personal and/or business credit report from a credit bureau. You are also authorising RediPay to obtain your personal and/or business credit report:

1. When you request certain new products, or
2. at any time RediPay reasonably believes there may be an increased level of risk associated with your RediPay Account.

**4. Beneficial Owner**

You must be the beneficial owner of the RediPay Account, and conduct business only on behalf of yourself.

**5. Proof of Shipment, Proof of Delivery, and Signature Confirmation Requirements**

"Proof of Shipment" is online or physical documentation from a shipping company that includes all of the following:

1. The date the item is shipped.
2. The recipient's address, showing at least the city/state or postal code (or international equivalent).

"Proof of Delivery (for tangible items)" is online documentation from a shipping company that includes all of the following:

1. The date the item is delivered.
2. The recipient's address, showing at least the city/state or postal code (or international equivalent).

"Signature Confirmation" is online documentation that can be viewed at the shipping company's website.

“Proof of Delivery (for intangible or virtual items or services)” means any compelling evidence to show the purchase order was fulfilled and includes all of the following:

1. The date the item or service was provided;
2. The recipient's address (email/IP, etc.) where applicable.

## **Refund Terms**

### **Refund request by merchant for RediPay subscription**

You are not entitled for refund for any drop / withdrawal of application after signing up with RediPay or upon payment of subscription fee. All fees paid hereunder shall be fully earned by RediPay and shall be non-refundable for any reason whatsoever.

### **Refund because of Termination of Service**

We deserve the right to terminate your account at any time for any reason in accordance with the Terms of our service and we will not give you a refund for the amount fee that you have paid to us. Similarly if you terminate our service for whatever reasons, you are not entitled for any refund.

### **Restricted Activities**

In connection with your use of our website, your RediPay Account, the RediPay services, or in the course of your interactions with RediPay, other Users, or third-parties, you will not:

1. Breach this Agreement, the User/Merchant's Policy or any other Policy that you have agreed to with RediPay;
2. Violate any law, statute, ordinance, or regulation;
3. Infringe RediPay or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
4. Sell counterfeit goods;
5. Selling items / services that relates to transactions involving (a) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, Eg: Drug paraphernalia, prescription and controlled medicines,
6. Operate business that encourage, promote, facilitate or instruct others to engage in illegal activity, including violence, racial or other forms of intolerance that is discriminatory or the financial exploitation of a crime
7. Sale of stolen goods including digital and virtual goods,
8. Tobacco, E-Liquids and E-Cigarettes product/service must be legal to be sold in the area that you are selling from and to the state/country you are selling to. The website must have a disclaimer of item not sellable to buyers below 18 years old.
9. Sale of items with content of sexually oriented materials or services,
10. Selling of ammunition, firearms, or certain firearm parts or accessories, or certain weapons or knives regulated under applicable law.
11. Operating business that show the personal information of third parties in violation of applicable law, support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs, associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card.
12. Selling of traveler's checks or money orders, or involve currency exchanges or check cashing businesses, involves in certain credit repair, debt settlement services, credit transactions or insurance activities, or involve in offering or receiving payments for the purpose of bribery or corruption.
13. Engage in potentially fraudulent or suspicious activity and/or transactions;

14. Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
15. Receive or attempt to receive funds from both RediPay and the buyer, bank or card issuer for the same transaction during the course of a Dispute;
16. Control an Account that is linked to another Account that has engaged in any of these Restricted Activities;
17. Conduct your business or use the RediPay services in a manner that results in or may result in complaints, Disputes, Claims, Reversals, Chargebacks, fees, fines, penalties and other liability to RediPay, other Users, third parties or you;
18. Have a credit rating from a credit reporting agency that indicates a high level of risk associated with your use of the RediPay services;
19. Use your RediPay Account Services in a manner that Visa, MasterCard and FPX or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules;
20. Use a credit card with your Account to provide yourself a cash advance (or help others to do so);
21. Disclose or distribute another User's Information to a third party, or use the Information for marketing purposes unless you receive the User's express consent to do so;
22. Send unsolicited email to a User or use the RediPay services to collect payments for sending, or assisting in sending, unsolicited email to third parties;
23. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
24. Facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information;
25. Use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;
26. Use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our website or the RediPay services;
27. Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers;
28. Operating business in managing capital markets and services platform including digital currency, digital token and cryptocurrency.
29. Act in a manner that is defamatory, trade libellous, threatening or harassing to our employees, agents or other Users;
30. Provide false, inaccurate or misleading Information;
31. Involved in irregular transactions, excessive chargebacks, non-compliance with any applicable data security standards, as determined by RediPay, Card Associations, the Bank, or an actual or suspected data security standards, or any other circumstances which, in the discretion of RediPay, the Bank and/or Card Associations, may increase the risk exposure of such parties or otherwise present a direct or indirect financial or security risk to such parties;
32. Engaged in Non-Shariah Compliant business activities.
33. Businesses that expose vulnerabilities leading to an increased high level of risk.

### **Additional terms and condition for merchant wuth a marketplace model**

If your website or system involves a marketplace model which includes you acquiring your own merchants to sell on your website, or your model involves you selling on behalf of other

merchants, you will be subjected to our additional terms and conditions. Failing to notify or inform us will result in your account to be suspended or deactivated.

## **Your liability - actions we may take**

### **Your Liability**

#### **1. General**

You are responsible for all Reversals, Chargebacks, Claims, fees, fines, penalties and other liability incurred by RediPay, a User, or a third party caused by or arising out of your breach of this Agreement, and/or your use of the RediPay services. You agree to reimburse RediPay, a User, or a third party for any and all such liability.

If a buyer files a Significantly Not as Described (SNAD) Claim for an item he or she purchased from you, you will generally be required to accept the item back and refund the buyer the full purchase price plus original shipping costs. You will not receive a refund on your RediPay Fees. Further, if you lose a SNAD Claim because we, in our sole discretion, reasonably believe the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you might not receive the item back from the buyer, for instance, it may be disposed of or otherwise irreversibly dealt with.

- 2. Liability for instructions given by you on your Account** Any instructions given by you on your Account (whether verbal or in writing) once you have been authenticated will be relied on by RediPay. RediPay will not be liable for any loss or damage you or anyone else suffers where RediPay acts on those instructions in good faith, unless it was proved that RediPay was negligent.

### **Prohibited Countries**

You may not use RediPay services if you are a resident of a country embargoed by Malaysia, or are a foreign person or entity blocked or denied by the Malaysian government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in Malaysia.

Merchants need to comply to governing bodies including **Ministry of International Trade and Industry (MITI)** that is responsible for [international trade](#), industry, investment, [productivity, small and medium enterprise, development finance institution, halal](#) industry, [automotive](#), steel, [strategic trade](#) and financial sanctions in place that prohibit transactions with certain high-risk countries.

#### **1. Prohibited End Users List - List of Designated Individuals and Entities**

1. Democratic People's Republic of Korea
2. Iran

#### **2. Restricted End Users Country List (UN Sanctions List) - Require Special Permit**

1. Afghanistan
2. Congo
3. Eritria
4. Iran
5. Iraq
6. Ivory Coast
7. Lebanon

8. Liberia
9. Libya
10. North Korea
11. Rwanda
12. Somalia
13. Sudan

### Action by RediPay

1. **Actions by RediPay - Restricted Activities** If RediPay, in its sole discretion, believes that you may have engaged in any Restricted Activities, we may take various actions to protect RediPay, Affiliates other Users, other third parties or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:
  1. We may close, suspend, or limit your access to your Account or the RediPay services,
  2. We may refuse to provide the RediPay services to you now and in the future, and
  3. We may hold your funds for a period of time reasonably needed to protect against the risk of liability to RediPay or third party, or if we believe that you may be engaging in potentially fraudulent or suspicious activity and/or transaction.
2. **Actions by RediPay - Holds a. Risk-based Holds** RediPay, in its sole discretion, may place a hold on any or all of the payments when RediPay believes there may be a high level of risk associated with you, your Account, or any or all of your transactions. RediPay's determination may be based on different factors and RediPay may rely on information it receives from the acquiring bank or third parties.

If RediPay places a hold on a payment, the funds will appear as pending balance or withheld and the payment status will indicate the hold. If RediPay places a hold on any or all of the payments you receive, RediPay will provide you with notice of our actions.

In the event RediPay believes that you have violated the terms of this Agreement or any other Policy and that such a violation results in the need to continue holding the funds, or RediPay believes that you may be engaging in potentially fraudulent or suspicious activity and/or transactions.

In such an event, RediPay may continue holding the payment until the matter is resolved pursuant to this Agreement. RediPay, in its sole discretion, may release the hold earlier under certain circumstances, for example when you upload tracking information of the item you shipped.

**b. Disputed Transaction Holds** If a User files a Dispute, Claim, Chargeback or Reversal on a payment you received, RediPay may place a temporary hold on the funds in your Account to cover the amount of the liability. If you win the dispute, RediPay will lift the temporary hold. If you lose the dispute, RediPay will offset from the hold funds from your Account.

3. **Actions by RediPay - Reserves** RediPay, in its sole discretion, may require RediPay Account to place certain amount as Reserve on funds held by RediPay when RediPay believes there may be a high level of risk associated with selling your products or

services. RediPay may change the terms of the Reserve at any time by providing you with notice of the new terms.

4. **Actions by RediPay - Account Closure, Termination of Service, Limited Account Access; Confidential Criteria** RediPay, in its sole discretion, reserves the right to terminate this Agreement and/or access to the RediPay Services for any reason and at any time upon notice. All payment which is pending to you will be forfeited. If we limit access to your Account, including through a Reserve or hold, we will provide you with notice of our actions.

Further, you acknowledge that RediPay's decision to take certain actions, including limiting access to your Account, placing holds or imposing Reserves, may be based on confidential criteria that is essential to our management of risk, the security of Users' Accounts and the RediPay system. You agree that RediPay is under no obligation to disclose the details of its risk management or its security procedures to you.

## General Terms

**Limitations of Liability.** IN NO EVENT SHALL WE, OUR PARENT, SUBSIDIARIES AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES OR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA OR LOSS OF BUSINESS) ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE, THE RediPay SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE) UNLESS AND TO THE EXTENT PROHIBITED BY LAW OUR LIABILITY, AND THE LIABILITY OF OUR PARENT, SUBSIDIARIES AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

**Services Limitation.** RediPay is not a bank and the RediPay services are payment processing services rather than banking services. RediPay is not acting as a trustee, fiduciary or escrow with respect to your funds, but is acting only as an agent and custodian. RediPay does not have control of, nor liability for, the products or services that are paid for with the RediPay services. We do not guarantee the identity of any User or ensure that a buyer or a Seller will complete a transaction.