

REMINDER: You are reminded to read and understand this Standard Biller Service Schedule. You are hereby reminded to always seek and obtain your own independent legal advice. If you do not understand any of the terms and conditions stated below, you are advised to discuss with the Bank's staff, authorized representative or agent.

This Service Schedule shall be read together with the Master Services Terms and Conditions and/or Master Services Agreement (as the case maybe) and other Relevant Agreements. The terms contained in this Service Schedule shall apply only in cases where AmBank provides JomPAY Scheme (as defined herein) to the Customer.

In the event of any inconsistency between the terms in the Master Services Terms and Conditions and/or Master Services Agreement (as the case maybe); and/or other Relevant Agreements, the terms of this Service Schedule shall prevail to the extent of such inconsistency.

DEFINITIONS AND INTERPRETATION

The following words have these meanings:

"Adjustment" means an Error Correction or a Reversal.

"AmBank" means AmBank (M) Berhad.

"Beneficiary of Fraud" means a party who ultimately benefits from an Unauthorised Payment Instruction or Fraudulent Payment Instruction.

"Bill" means an itemised statement of money owed, or a request to pay, for purchase of goods, provision of services and/or any other business transaction.

"Biller" means government agencies, statutory bodies, companies, body corporates, businesses, (including sole proprietors and partnerships) societies, charities and other entities participating in the JomPAY Scheme to collect Bill payments.

"Crediting Participant" means AmBank, a Participant appointed by a Biller to facilitate the Biller's collection of Bill payments via the JomPAY Scheme.

"Biller Code" means an alpha numeric code uniquely identifying either:

- (i) a Biller; or
- (ii) a Biller's product or service category for purposes of routing payments to the Biller.

"Biller Management Module" or **"BMM"** means a web-based application to maintain Biller details that can be accessed by the Biller, Debiting Participant, Crediting Participant and/or Scheme Operator.

"CASA" means current account and savings account.

"Card Accounts" means credit card account(s), charge card account(s) and prepaid card account(s).

"Customer" means a term used to collectively refer to Billers, Payers and other clients of a Participant.

"Error Correction" means a transaction to correct an error and which is intended to result in:

- (a) a credit to the account of a Payer to reimburse that Payer for an amount equal to an amount specified in:
 - (i) a Mistaken Payment;
 - (ii) an Unauthorised Payment;
 - (iii) a Fraudulent Payment;
- (b) a corresponding debit to a Payer's nominated account if that account has been, or will be, credited with the amount of the original Payment Instruction giving rise to the need for the Error Correction; and/or

- (c) a related advice being sent to that Biller notifying the Biller of the correction of that error.

"Erroneous Payment" or **"Erroneous Payment Instruction"** means a Payment Instruction erroneously initiated by a Debiting Participant or the Biller Management Module or erroneously included by a Crediting Participant in a RTN. Examples of Erroneous Payment Instruction include a Debiting Participant sending the same file containing Payment Instructions to the RTN twice; or a Crediting Participant generating and sending to the Biller the same RTN.

"Financial Institution" or **"FI"** means a financial institution that is governed under Financial Services Act 2013 and Islamic Financial Services Act 2013.

"Fraudulent Payment" or **"Fraudulent Payment Instruction"** means a Payment which has been induced by dishonest or fraudulent means and which the Payer requests to be refunded. It includes cases where a Payer makes a Payment as a result of a fraudulent invoice issued by a third party who purports to be a Biller (and is not in fact a Biller) or a third party who impersonates a Biller.

"Inflight Transaction" means a transaction that has been effected by Payer but is still being processed and have not yet been credited to a Biller's account.

"Interbank GIRO" or **"IBG"** means an interbank payment and funds transfer system provided by PayNet that facilitates payments and collections via the exchange of digitised transactions between banks.

"IBG Same Day Cut-off Time" means any transaction initiated on a Business Day on or before 12.30 PM, whereby the funds from a Payment Instruction will be credited on the same Business Day, and if initiated after this time, would be credited on the next Business Day.

"JomPAY" means a nationwide bill payment service that allows Payers to pay bills of Billers via banking channels.

"JomPAY Brand" means the brand, icon, logo and marks for the JomPAY Scheme.

"JomPAY Scheme" or **"Scheme"** means a service offered by PayNet, which facilitates industry wide ubiquitous Bill payments through the use of standard Biller Codes and Recipient Reference Numbers.

"Marks" means the trade and service marks owned by PayNet and set out in the JomPAY Brand guidelines.

"Mistaken Payment" or **"Mistaken Payment Instruction"** means a Payment that is made, or not made, to a person or for an amount which is not in accordance with a Payer's instructions or contains an error in the instructions from the Payer resulting in payments which:

- (i) are directed to the wrong Customers;
- (ii) contain incorrect Recipient Reference Numbers;
- (iii) carry the wrong amount; or
- (iv) are duplicated.

(However, if a Payer has advised the Debiting Participant to make Payment for a lower amount than intended, the original Payment Instruction remains and the Payer must give a further Payment Instruction or effect payment through another means).

"Off-us" means all Payment Instructions in which the Debiting Participant and Crediting Participant are not the same Bank.

"On-us" means all Payment Instructions in which the Debiting Participant and the Crediting Participant are the same Bank.

"Operational Procedures" means the operating rules which are prescribed and issued by PayNet and will include any variation, addition, amendment or modification made from time to time.

"Participant" means a Financial Institution that is a member of the

JomPAY Scheme i.e. Debiting Participant and Crediting Participant.

“**Payer**” means individuals, businesses (including sole proprietors and partnerships), government agencies, statutory bodies, societies, and other bank customers that make payments to Billers using the JomPAY Scheme.

“**Debiting Participant**” means a participant in the Scheme where the Payer initiates their Payment Instruction.

“**Payment**” means a payment made, or to be made, by or on behalf of a Payer to a Biller through the JomPAY Scheme and which is credited, or to be credited, to a nominated account of that Biller.

“**Payment Instruction**” An order from a Payer to its Debiting Participant directing the Debiting Participant to:

- (i) draw funds from the Payer’s bank account; and
- (ii) transmit an IBG entry to transfer funds to the Crediting Participant to pay a Biller for a Bill.

“**PayNet**” Payments Network Malaysia Sdn Bhd is the national payments network and shared central infrastructure for Malaysia’s financial markets.

“**Real-time Notification**” or “**RTN**” means a form of electronic message sent to the Biller once the Payer’s account has been successfully debited.

“**Recipient Reference Number**” or “**RRN**” means a unique identifier assigned by a Biller to a Payer referred to as Ref-1 and Ref-2 on a Bill.

“**Reversal**” means a transaction that:

- (i) is initiated by a Biller to cancel an Erroneous Payment Instruction;
- (ii) may involve the making of a debit or credit adjustment to the account of the Payer to which the Erroneous Payment Instruction relates; and/or
- (iii) may involve an adjustment to the nominated account of the Biller named in the Erroneous Payment Instruction, in the event the Erroneous Payment Instruction has been applied to that nominated account.

“**Scheme Operator**” or “**SO**” means the owner and the operator of the JomPAY Scheme.

“**Unauthorised Payment**” or “**Unauthorised Payment Instruction**” means a Payment made without the authority of the Payer who is purported to have given the Payment Instruction which initiated that Payment (and from whose account that Payment was debited) or a Payment made by a Payer which is void for any reason other than fraud. It includes cases where the Payment has been made by a third party who has obtained unauthorised access to a Payer’s account and makes unauthorised transactions from the Payer’s account to make other payments.

“**Unrecoverable Loss**” means the portion of funds credited to the wrong party due to Erroneous Payments or Fraudulent Payments that cannot be retrieved after Participants have exhausted the recovery of funds process.

1. JomPAY SCHEME ACCESS

- 1.1 AmBank is a Participant of the Scheme as the Crediting Participant and <insert name of company> is a registered Biller under the Scheme.
- 1.2 In consideration of the fees paid to the Crediting Participant, the Crediting Participant agrees to facilitate the participation of the Biller in the Scheme in accordance with this agreement.
- 1.3 The Biller hereby agrees to observe all the JomPAY operating rules issued by the Scheme Operator which is applicable to the Biller as reflected in this agreement including any future revisions which will be communicated by the Crediting

ParticipantCrediting Participant to the Biller.

2. FEES

- 2.1 The Biller shall pay to the Crediting Participant the fees as set out in Appendix 1.
 - (a) Unless expressly stated otherwise in this agreement, the parties agree that any Fee, price, value, revenue or similar amount to be used in the calculation of the Fee is exclusive of Taxes.
 - (b) If any supply made under or in connection with this agreement is subject to Taxes, AmBank may increase the consideration provided for by the amount of the Taxes and recover that additional amount from the Customer in addition to the Fee.
- 2.2 The Biller shall not charge any fees to the Payer(s) who make Payment(s) via the JomPAY Scheme.

3. PAYMENT TYPE

- 3.1 The Biller shall accept Payments that draw funds from CASA and optionally Payment(s) that draw funds from Card Accounts.

4. OBLIGATIONS OF BILLER

- 4.1 No fees shall be chargeable by the Biller to Payer(s) who makes Payment(s) via the JomPAY Scheme.
- 4.2 The Biller shall ensure that it has and maintains adequate procedures and systems for receiving and processing promptly Payment Instruction it receives from the Crediting Participant and promptly and correctly credits or debits as the case may be the amounts of each Payment Instruction to the applicable Payer’s account with Biller.
- 4.3 The Biller must not make any warranty or representation in respect of goods or services supplied which may bind the Crediting Participant, Scheme Operator, Debiting Participant or any other Participant in the Scheme.
- 4.4 The Biller must establish and maintain a fair policy for correction of errors and facilitate recovery of funds for Mistaken Payment Instructions and Unauthorised Payment Instructions.
- 4.5 The Biller shall consent and allow the Crediting Participant to disclose its information pertaining to the payment processes as the Scheme Operator may reasonably require for JomPAY services.
- 4.6 The Biller who has been granted a non-transferable license to use JomPAY Brand, shall not license or assign the said right to use to any other third party. The Biller shall comply with the JomPAY Brand Guidelines at all times.
- 4.7 For the purpose of **Clause 4.6**, if the Biller will be liable for any claims, damages and expenses arising out of or caused to arise from misuse or unauthorised usage of the JomPAY Brand. In the event of such breach, the Biller’s sub-licensing rights of using the JomPAY Brand shall revoke and cease immediately, and whereupon this agreement shall be terminated accordingly. Upon termination, clause 4.8 shall apply accordingly.
- 4.8 Upon termination of this agreement, the Biller will do the following:
 - (a) immediately advise its customers that they will no longer accept Payment via JomPAY from the effective date of termination of the Biller’s access to JomPAY;
 - (b) the Biller will continue to maintain an account with the Crediting Participant to credit bill collection for a period of not less than five (5) Business Days after the effective date of termination;
 - (c) shall ensure that Inflight Transactions are completed;
 - (d) cease all promotional and advertising that is related, or can be perceived to be related to the JomPAY Scheme;

- (e) remove all JomPAY Brand and Marks from the Biller's payment channels; and
- (f) return to the Scheme Operator all software, documents and intellectual property assets for JomPAY.

4.9 The whole of **Clause 4** herein shall survive termination of this agreement. Termination does not affect either party's rights accrued and obligations incurred before termination.

5. OBLIGATIONS OF CREDITING PARTICIPANT

5.1 If a Biller receives a RTN, the Crediting Participant shall provide an irrevocable guarantee to the Biller that the Biller will receive the funds indicated in the RTN. With this irrevocable guarantee that funds will be credited, the Biller may ship goods or deliver services based on the receipt of a RTN.

5.2 The Crediting Participant shall implement reasonable measures that it deems necessary to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected.

5.3 The Crediting Participant shall make available to Biller(s) the following information, for the purpose of facilitating the Biller's reconciliation processes and accounting for payment of receipts and fees:

- (a) RRN (Ref-1);
- (b) RRN (Ref-2), where applicable
- (c) JomPAY Reference Number;
- (d) transaction value;
- (e) debit date and time;
- (f) payer name;
- (g) Debiting Participant name;
- (h) account type;
- (i) payment channel;
- (j) gross total transaction value;
- (k) total transaction volume; and
- (l) total fees/commissions charged.

5.4 The Crediting Participant shall deliver to the Biller, the information described in Clause 5.3, at the minimum in the form of:

- (a) data files or electronic files;
- (b) statements or e-statements.
- (c) E-Mails; or
- (d) reports, either electronic or in hardcopies

6. RECOVERY OF FUNDS

6.1 The Biller shall assist the Crediting Participant with investigations relating to Mistaken Payment Instruction, Unauthorised Payment Instruction, Fraudulent Payment Instruction, and shall make the necessary refund(s) to the Payer, the Debiting Participant or the Crediting Participant (as the case maybe) in the event that it is found that the Biller is responsible for such Mistaken Payment, Unauthorised Payment or Fraudulent Payment (as the case maybe).

6.2 In the event an Erroneous Payment is caused by the Biller after verification and confirmation from the Biller with respect to such Erroneous Payment, the Crediting Participant shall immediately reverse out all debits erroneously posted to the Bank's Customer's account regardless whether funds have been recovered from other affected parties.

Erroneous Payment/Mistaken Payment Instructions

6.3 The Crediting Participant shall inform the Biller once the Crediting Participant receives a request to recover funds that is wrongly credited to the Biller due to an Erroneous Payment/Mistaken Payment Instruction. The Biller must facilitate the recovery of funds process stated in **Clause 6.4**.

6.4 Upon receiving a recovery of funds request form Erroneous Payment Instruction/Mistaken Payment Instruction, the Crediting Participant has the right to debit the Biller's account

to recover funds within one (1) Business Day after the following conditions are met:

- (a) if the recovery of funds request is received with twenty-one (21) Business Days from date of the Erroneous Payment Instruction/Mistaken Payment Instruction and:
 - (i) the Crediting Participant is fully satisfied that funds were erroneously credited to the Biller's account
 - (ii) the funds have been credited to the Biller's account
 - (iii) the Biller has not acted in reliance on RTN
 - (iv) the RTN (if applicable) has not been delivered to the Biller
 - (v) there is sufficient balance in the Biller's account to cover the recovery amount; and
 - (vi) the Crediting Participant has provided notification to the Biller regarding the proposed debit of Biller's account.
- (b) If the recovery of funds request is received between twenty-two (22) Business Days and seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction and:
 - (i) the Crediting Participant is fully satisfied that funds were erroneously credited to the Biller's account;
 - (ii) there is sufficient balance in the Biller's account; and
 - (iii) the Crediting Participant has notified the Biller about the recovery of funds request, furnishing details of the allegedly Erroneous Payment Instruction/Mistaken Payment Instruction but the Biller has not provided to the Crediting Participant, within fourteen (14) Business Days of the written notification, reasonable evidence that the Biller is entitled to the funds.
- (c) If the recovery request is received after seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction and:
 - (i) the Crediting Participant is fully satisfied that funds were erroneously credited to the Biller's account; and
 - (ii) the Crediting Participant has sought the Biller's consent in writing to debit the Biller's account to recover funds, and the Biller has given consent to debit its account.

6.5 When Biller receives a written request for consent from Crediting Participant as described in Clause 6.4.c (ii), Biller shall not unreasonably withhold consent to debit its account when there is a legitimate recovery of funds request and shall inform the Crediting Participant in writing whether consent is granted within fourteen (14) Business Days of the written request for consent.

Unauthorised and/or Fraudulent Payment Instruction

6.6 The Crediting Participant shall inform the Biller once the Crediting Participant receives a request to recover funds that was credited to the Biller due to an Unauthorised/Fraudulent Payment Instruction. The Biller must facilitate the recovery of funds process stated in Clause 6.7.

6.7 If the Biller receives an Unauthorised and/or Fraudulent Payment Instruction, Biller shall:

- (a) immediately take all practicable measures to prevent the use or application of unauthorised/fraudulently transferred funds for the benefit of the Beneficiary of Fraud
- (b) furnish to the Crediting Participant within seven (7) Business Days, information, including but not limited to the name, address, contact information, national identity card number/passport number to conclusively identify the Beneficiary of Fraud;
- (c) take all practicable measures permissible under the law to recover funds from the unintended recipient of funds including but not limited to reversing out credits, drawing on deposits or other financial guarantees that the Beneficiary of Fraud placed/places with the Biller, stopping delivery of goods, suspending services that the Beneficiary of Fraud has paid for, repossessing goods delivered to the Beneficiary of Fraud and taking legal action against the Beneficiary of Fraud; and
- (d) immediately provide information required in Clause 6.7 (b) to the Debiting Participant to facilitate the Payer's investigation.

- 6.8** In the event of Unauthorised and/or Fraudulent Payment Instruction is received by the Biller, the Crediting Participant shall do the following (upon becoming aware of the fraud):
- notify the Biller the RTNs associated with the Fraudulent Payment Instruction and of the Fraudulent Payment Instruction;
 - investigate the Biller to determine whether the Biller is implicated in the fraud. If Crediting Participant has sufficient grounds to suspect the Biller is involved in the fraud or is benefiting from the fraud, the Crediting Participant shall prevent withdrawal or use of the remaining funds in the Biller's account with the Crediting Participant until there is satisfactory resolution of Unrecoverable Loss. The Biller shall facilitate the Crediting Participant's investigation.
- 6.9** In the event the Biller is responsible for Fraudulent Payment Instruction, Clause 6.12 shall apply accordingly.
- 6.10** For Erroneous Payment Instruction/Mistaken Payment Instruction/Unauthorised and/or Fraudulent Payment Instruction that cannot be partially recovered or fully recovered, the amount that cannot be recovered will be deemed as Unrecoverable Loss and the party causing the Unrecoverable Loss will be liable to bear that loss.
- 6.11** If the Crediting Participant has reasonable grounds to conclude after its investigation that the Biller caused the Unrecoverable Loss, the Crediting Participant will notify the Biller and has the right to freeze funds in the Biller's account until there is satisfactory resolution of the Unrecoverable Loss. The amount frozen shall amount to no more than the amount of the Unrecoverable Loss.
- 6.12** The Biller agrees to take all measures to recover the Unrecoverable Loss if the Unrecoverable Loss is due to the Biller's fault or negligence. Notwithstanding the aforesaid, this will not prohibit the Crediting Participant to take legal action against the Biller, to the extent permissible by law, to make good the Unrecoverable Loss incurred.
- 6.13** The Crediting Participant shall refund the JomPAY fees and IBG fees (if applicable) incurred for Erroneous Payment Instruction/Mistaken Payments/Unauthorised and/or Fraudulent Payment Instruction, if the error was not caused by the Biller except in situations where the Biller decides to partially refund an overpayment. If the biller opts to partially refund repayments to the Payer, the Biller shall bear the transactions fees for executing the refund.

7. FUNDS AVAILABILITY

- 7.1** The Biller shall give credit to the Payer's accounts with the Biller on the Business Day that the Payer(s) initiated the Payment Instruction to the Biller, provided that the Payment Instruction were initiated before the IBG Same Day Cut-off Time for that Business Day.
- 7.2** The Crediting Participant shall ensure their Billers acknowledge that Payment Instruction made by the Payer on a Business Day is deemed received by the Billers on the same day, provided that the Payment Instruction was initiated before the IBG Same Day Cut-off Time for that Business Day.

8. DELAY IN PAYMENTS

- 8.1 Subject to Clause 8.2**, the Biller acknowledges that delays may occur in the processing of Payment Instructions in the following events:
- the Payment Instruction(s) are made on a public holiday;
 - the day after a Payer gives a Payment Instruction is a public holiday; or
 - a Payment Instruction is received either on a non-Business Day or after the IBG Same Day Cut-off Time on a Business Day.
- 8.2** Although it is expected that there may be delay in the Crediting

Participant in the performance of this agreement due to the reasons specified in **Clause 8.1**, the delay will not be more than one (1) Business Day.

9. DISPUTE RESOLUTION

- 9.1** The Biller may lodge a complaint with the Scheme Operator if there are allegations of the Crediting Participant's non-compliance with the JomPAY Scheme rules. The Scheme Operator shall review such complaints and allegations in accordance with Clause 9.2.
- 9.2** The Biller shall have the right to refer their disputes to the Scheme Operator if there is an allegation of a Participant's non-compliance with the JomPAY Scheme rules. The Scheme Operator will review such complaints and allegations, but such review will be confined to:
- determining whether there has been non-compliance;
 - stipulating remedies for the Participant to correct or address the non-compliance; and
 - determining if penalties are applicable for the non-compliance.
- 9.3** All decisions rendered by the Scheme Operator in response to complaints from the Biller shall be on the face of things (*prima facie*) binding on the Crediting Participant.

10. INDEMNITY

- 10.1** Subject to the other party's compliance with **Clause 10.2**, each party ("Indemnifying Party") agrees to indemnify and hold the other party and its employees and agents harmless against any and all losses, expenses, claims, suits, demands, actions, and proceedings including all reasonable legal and other related fees or charges ("Liability") which the other party may suffer or incur or for which the other party may become liable as a result of:
- any negligence, misrepresentation or fraud on the part of the indemnifying party, its employees, and agents with respect to the performance of its obligations or the exercise of any of its rights under this agreement;
 - any claim by a Payer, Crediting Participant, Debiting Participant, Scheme Operator or any other person for any breach by the Indemnifying Party of any applicable laws;
 - the failure of the Indemnifying Party to observe any of its obligations under this agreement; or
 - any use of the JomPAY Brand by the Indemnifying Party other than as permitted by this agreement.
 - except to the extent that such liability arises or is incurred by the other party by reason of any act or omission on its part mentioned in **Clause 10.1(a) to (d)**.
- 10.2** In the event a claim is made against a party in respect of which it is entitled to be indemnified pursuant to **Clause 10.1**, that party must:
- give notice of any such claim to the other party;
 - consult with the other party in relation to any such claim;
 - not to settle any claim without obtaining the prior written consent of the other, such consent not to be unreasonably withheld.
- 10.3** The Crediting Participant is not liable to the Biller for any loss or damage suffered by the Biller as result of:
- a missing or Erroneous Payment;
 - the delay or disruption caused by any system failure beyond the Crediting Participant's reasonable control,
- save and except where such losses or damages are directly caused by Crediting Participant's gross negligence, willful default or fraud
- 10.4** For the purposes of this clause, loss or damage includes any consequential or economic loss or damage.

11. SUSPENSION & TERMINATION

Suspension

- 11.1** The Scheme Operator or the Crediting Participant, as the case maybe, reserve the right to suspend the Biller's access to the Scheme under the following circumstances, which include, but not limited to:
- (a) the Biller breached this agreement, applicable rules, guidelines, regulations, circular or laws related to JomPAY that was communicated to the Biller by the Crediting Participant;
 - (b) the Biller has inadequate operational controls or insufficient risk management processes, resulting in potential threats to the stability, integrity, safety and efficiency of the Scheme and/or IBG;
 - (c) the Biller is suspected on reasonable grounds that it has committed or will commit fraudulent act in connection with the Scheme;
 - (d) the Scheme Operator has determined that the Biller is inactive in the Scheme, after a period of twelve (12) months in which the Biller does not receive any Payment Instructions.
- 11.2** Upon suspension of the Biller in the Scheme:
- (a) the services provided to the Biller under the Scheme will be suspended immediately;
 - (b) the Biller will no longer have access to BMM;
 - (c) the Biller will stop issuing any Bills to the Payer or accept Payments from Debiting Participant(s);
 - (d) the Biller will no longer have access to the Crediting Participant(s) that the Biller is connected to via its Biller Code(s);
 - (e) the Biller is responsible for finding alternative method to issue Bills during the suspension period;
 - (f) the Biller must take all reasonable steps to assist the Crediting Participant to notify each Payer affected by the action that the Biller is no longer participating in the Scheme, in the form as directed by the Crediting Participant;
 - (g) the Biller must cease all promotional and advertising that is related or can be perceived to be related to the JomPAY Scheme;
 - (h) the Biller remove all JomPAY Brand from the Biller's marketing collaterals, channels and website; and
 - (i) the Biller must take all reasonable steps to comply with any directions of the Crediting Participant to minimise the impact on the Payer of the suspension or termination.

Termination

- 11.3** The Scheme Operator or the Crediting Participant, as the case maybe, reserves the right to terminate the services with prior notice of seven (7) calendar days provided under this agreement or JomPAY Scheme under the following circumstances, which include, but not limited to:
- (a) this agreement between the Biller and the Crediting Participant is terminated or expired;
 - (b) the Biller breached this agreement, applicable rules, guidelines, regulations, circulars or laws related to JomPAY that was communicated to the Biller by the Crediting Participant;
 - (c) the Biller fails to remedy or take adequate steps to remedy its default under this agreement to the satisfaction of the Crediting Participant or the Scheme Operator, as the case may be, within the timeframe specified by the Crediting Participant;
 - (d) the Biller has inadequate operational controls or insufficient risk management processes resulting in potential threats to the stability, integrity, safety and efficiency of the Scheme and/or IBG;
 - (e) court order(s) affecting the Biller or the Crediting Participant(s) membership and/or legal status;
 - (f) directive(s) issued by regulatory or government authority affecting the Biller or the Crediting Participant(s) membership and/or legal status;
 - (g) the Biller(s) insolvency;
 - (h) the Crediting Participant's membership in the Scheme, IBG or RENTAS is terminated or suspended and the Biller has not appointed a replacement Crediting Participant;
 - (i) the Scheme Operator has determined the Biller is inactive or the Biller is deemed inactive when there are no JomPAY transactions for a period of twelve (12) consecutive months.

- 11.4** Upon termination of this agreement, the participation of the Biller in JomPAY Scheme is automatically terminated and the Biller will no longer have access to JomPAY Scheme and the services provided under the JomPAY Scheme.

12. ADVERTISEMENTS AND USE OF LOGO

- 12.1** The Biller must use the appropriate denotation or legend of trademark registration or ownership in connection with JomPAY Brand, as required or consented to by the Crediting Participant.
- 12.2** The Biller is granted the consent to use the denotation or legend of the trade mark of JomPAY Brand, for the sole purpose of publicising, indicating and advertising that the Biller accepts Payment Instructions through the Scheme.
- 12.3** In the event of non-compliance or infringement or potential infringement or misuse of the JomPAY Brand, the Scheme Operator or the Crediting Participant have the absolute right to revoke the consent granted and the Biller shall cease all use of the denotation and trade mark of the JomPAY Brand by the Biller with or without giving reason whatsoever.
- 12.4** If the Biller desires to use a denotation or legend of trade mark registration or ownership in connection with any mark other than the JomPAY Brand, but used in association with the JomPAY Brand, the Biller may do so provided that such use will not adversely affect the rights of the Scheme Operator in the JomPAY Brand; and the specification for such use is notified in writing to the Crediting Participant, and the Crediting Participant gives its written approval to that specification prior to such use.
- 12.5** The Biller must not use the JomPAY Brand in such a way to create an impression that the goods or services offered by the Biller are sponsored, produced, offered or sold by the owner of the JomPAY Brand. The Biller must not adopt "JomPAY" or any other JomPAY Brand as any part of the name of its business or apply it to any goods or services offered for sale.
- 12.6** The Biller must immediately on becoming aware of any infringement or potential infringement of the JomPAY Brand, notify the Crediting Participant.

13. CREDITING TO BILLER

- 13.1** Crediting Participant is required to credit Billers' bank accounts with funds from incoming JomPAY Payments and make the incoming funds available for the Biller's unencumbered use within two (2) hours of IBG clearing for Off-us transactions and within five (5) minutes of debiting the funds from the Payer's bank account for On-us transactions, except for situation where the Biller has specifically agreed in writing for delayed or batches postings.
- 13.2** Crediting Participant must make payment in full to the Biller and shall not deduct any fees from the payment proceeds due to a Biller, except for situations where the Billers has specifically agreed in writing that JomPAY fees shall be deducted from Payment Instructions.

14. VOLUNTARY EXIT FROM SCHEME

- 14.1** Biller has the option to terminate their access to the JomPAY Scheme by giving thirty (30) calendar days prior written notification to the Crediting Participant.
- (a) The whole or any part of the Services; and/or
 - (b) any or all of the relevant agreements.

15. REPRESENTATION AND WARRANTY

- 15.1** The Biller acknowledges and agrees that the obligation of confidentiality extends but not limited to those specified in Clause 17, the disclosure of fees and charges contained in this

agreement; and any technology or know-how related to the Scheme or the performance of this agreement.

- 15.2** The Biller agrees to comply with the Personal Data Protection Act 2010 of which it is bound and shall not do any act that will cause the Crediting Participant, Debiting Participant and the Scheme Operator to breach any personal data protection laws.

16. DISCLAIMER

- 16.1** The Scheme Operator and Crediting Participant shall not be liable for any claims, actions, demands, costs, expenses, losses, and damages (actual and consequential) including legal costs that are incurred or suffered by the Biller arising out of or caused by the Crediting Participant in connection with the operations and services provided by the Crediting Participant in the Scheme. The Biller agrees that it will communicate and resolve any dispute in relation to the aforesaid matters with the Crediting Participant save and except where such losses or damages are caused by the Crediting Participant's gross negligence, willful default or fraud.

17. CONFIDENTIALITY

- 17.1** The Biller shall treat any information it receives or possess as result of this agreement, as confidential and will not use such information other than for the purposes which it was given.

17.2 Clause 17.1 shall not apply to information which:

- (a) is or has at the time of use or disclosure become public knowledge without any breach of this agreement by the parties;
- (b) is or has at the time of use or disclosure become generally known to companies engaged in the same or similar business(es) as the party on a non-confidential basis through no wrongful act of the party;
- (c) is lawfully obtained by a party from third parties without any obligation by the party to maintain the information proprietary or confidential;
- (d) is known by a party prior to disclosure hereunder without any obligation to keep it confidential and such information was not disclosed by the other party under this agreement;
- (e) is independently developed by a party without reference to or use of the other party's Confidential Information;
- (f) is required to disclose or divulge by any court, tribunal, governmental or authority with competent jurisdiction or by any statute, regulation or other legal requirement, takeover panel or other public or quasi-public body as required by law and where the Party is required by law to make such disclosure. The Party shall give notification as soon as practical prior to such disclosure being made.

18. VARIATION AND WAIVER

- 18.1** In the event the Biller continues to maintain to be bound by the Relevant Agreement twenty-one (21) calendar days after the date of the notice of any amendment and/or charger, the Biller shall be deemed to have accepted the amendments and/or charges to the Relevant Agreement.

- 18.2** Any provisions herein cannot be waived except in writing signed by the party granting the waiver.

19. SEVERABILITY

reasons which could not with reasonable diligence be controlled or prevented by the Crediting Participant, including but not limited to, strikes, acts of God, acts of nature, fire, flood, storm, riots, power shortages or power failure, power disruption by war, sabotage or inability to obtain sufficient labour, fuel or utilities

- 19.1** If the whole or any part of a provision of this agreement is void, unenforceable or illegal in one jurisdiction, the remainder of this agreement shall be enforceable and valid in other jurisdictions.

20. FORCE MAJEURE

- 20.1** The Crediting Participant shall not be liable to the Biller for any loss or damage (including direct or consequential), for failure to observe or perform its obligations under this agreement for

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PART C : MAINTENANCE APPLICATION					
PART C.1 BILLER CODE INFORMATION					
Biller Code :			Biller Code Name :		
PART C.2 BUSINESS INFORMATION UPDATE					
Profile Update: <input type="checkbox"/> Company Name <input type="checkbox"/> Change in Address <input type="checkbox"/> Contact details <input type="checkbox"/> Primary Contact Name/Email/Contact No. <input type="checkbox"/> Secondary Contact Name/Email/Contact No.					
PART C.3 BILLER PROFILE INFORMATION					
<input type="checkbox"/>	Change Biller Product Name	Existing name :		New name :	
<input type="checkbox"/>	Payment Limit Checking <input type="checkbox"/> Add <input type="checkbox"/> Update <input type="checkbox"/> Remove	<input type="checkbox"/> (CASA/-I)	Min. Amount (RM1.00)		Max. Amount (RM1,000,000)
		<input type="checkbox"/> (Credit Card/-I)	Min. Amount (RM1.00)		Max. Amount (RM1,000,000)
<input type="checkbox"/>	Ref-1 Length Checking (Min 1 char and max 20 chars) <input type="checkbox"/> Add <input type="checkbox"/> Update <input type="checkbox"/> Remove	Ref-1 Length	Min.		Max
		Ref-1 Type	<input type="checkbox"/> Static		<input type="checkbox"/> Dynamic
<input type="checkbox"/>	Ref-1 Check Digit Format <input type="checkbox"/> Add <input type="checkbox"/> Update <input type="checkbox"/> Remove	Existing Ref-1 Check Digit :		New Ref-1 Check Digit :	
		Ref-2		Existing Ref-2 : <input type="checkbox"/> Mandatory <input type="checkbox"/> Optional	
<input type="checkbox"/>	Real Time Notification (RTN) *RM 0.05 is applicable per RTN message <input type="checkbox"/> Add <input type="checkbox"/> Update <input type="checkbox"/> Remove	<input type="checkbox"/> Batch FTP :			
		<input type="checkbox"/> Web Services :			
		<input type="checkbox"/> Email :			
<input type="checkbox"/>	Biller Collection Report (Daily & Monthly)	<input type="checkbox"/> MFTP	<input type="checkbox"/> Email:		
PART C.4 BILLER BANK INFORMATION					
<input type="checkbox"/>	Update AmBank Collection Account No.	Existing Account No. :		New Account No. :	
PART C.5 SUSPENSION/TERMINATION INFORMATION					
Please Specify Reason for Suspension/Termination:					
PART D: DECLARATION AND ACKNOWLEDGEMENT BY BILLER					
i. I/We confirm that all information given above is true and correct. ii. I/We hereby authorise AmBank /AmBank Islamic to verify the my/our information from any applicable/relevant source and means that AmBank /AmBank Islamic considers appropriate for the purpose of processing this application. iii. I/We hereby consent to AmBank/AmBank Islamic an "irrevocable" authorisation for AmBank /AmBank Islamic to disclose or release my/our information to the appropriate/relevant authorities or organizations pertaining to this application for the purpose of JomPAY Biller registration. iv. I/We hereby undertake to indemnify all or any actions carried out by AmBank /AmBank Islamic pursuant to our consent and authorisation given herein and undertake to release AmBank/AmBank Islamic from all its responsibilities in connection with or arising from such disclosure save and except where such actions are directly attributable to AmBank/AmBank Islamic's gross negligence, willful default or fraud. v. I/We agree to notify AmBank/AmBank Islamic in writing immediately of any changes to the above information. vi. In signing this Biller Registration/Maintenance Form, I/we hereby acknowledge that I/we have read and understood and I/we accept and agree to be bound by the terms outlined in the Master Services Terms and Conditions and/or Master Services Agreement (as the case maybe), and the Standard Biller Service Schedule for JomPAY service. vii. I/We agree to remove all JomPAY materials and brands that are related, or can be related to the JomPAY Scheme upon received confirmation from AmBank/ AmBank Islamic on the request of suspension or termination has been executed.					
Authorised by:					
Name		Designation			
Signature		Date			
Name		Designation			
Signature		Date			

AmBank (M) Berhad 196901000166 (8515-D)

AmBank Islamic Berhad 199401009897 (295576-U)

