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 Islamic provides FPX Service (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:

“**Acquirer**” means a participating Financial Institution or non-Financial Institution that acquires an Exchange and/or Seller to provide or subscribe to FPX services.

**“Acquiring Bank”** means a financial institution participant that is appointed by a Seller to facilitate the Seller’s collection of online payment via FPX. The acquiring bank validates the crediting request received from FPX system and credits payments to the Seller’s bank account.

“**AmBank Islamic**” means AmBank Islamic Berhad.

“**Business Day**” means any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.

“**Buyer**” means individuals, companies, body corporate, businesses (including sole proprietors and partnerships), government agencies, statutory bodies, societies, and other Bank customers that make payments to Sellers using the FPX service.

“**Buyer Bank**” means a Participant in the FPX service who offers services that allow Buyers to initiate payment Instruction.

**“B2C”** means a real-time payment transaction initiated by a Buyer, who is a retail consumer, at a Seller’s website. The transaction is then routed via FPX to the Internet Banking channel of the Buyer Bank for authorization.

**“B2B”** means a real-time payment from a Buyer that is an organization or business to a Seller. The transaction is then routed via FPX to the Internet Banking channel of the Buyer Bank to undergo a multi-level approval workflow.

“**CASA**” means Current Account-i and Savings Account-i.

“**Card Accounts**” means Credit Card Account(s), charge card account(s) and prepaid card account(s).

“**Counterparty**” means in a relationship between Participants who are engaged in a FPX payment, the Participant on the other end / opposite side of the payment instruction is called the Counterparty.

**“Exchange Bank”** means a Financial Institution Participant that acquires an Exchange to allow Sellers in the Exchange to use FPX.

“**Exchange ID**” means an ID that is provided to the Exchange in order to identify a Seller that will trade under the Exchange.

“**FPX Brand**” means the brand, icon, logo and marks for the FPX service.

“**FPX Operator**” means Payments Network Malaysia Sdn. Bhd. or its successors-in-title.

“**FPX services**” means a real time internet-based online payment system which enables Buyers (either individual or corporate) to make secure online payments using their Internet Banking account to Sellers.

“**FPX Webview**” means an online system provided by PayNet to Participants and registered Exchanges / Sellers to check their own profile and view FPX transaction status and reports.

**“Financial Institution”** means a licensed bank, licensed investment bank, licensed Islamic bank or prescribed development financial institution under the Financial Services Act 2013 (FSA), Islamic Financial Services Act 2013 (IFSA) or Development Financial Institution Act 2002 (DFIA).

**“Internet Banking”** means an electronic payment system that enables customers of a Financial Institution to conduct a range of financial transaction through the Financial Institution’s website.

“**Internet Banking Security Credentials**” means a verification of identity or tools for authentication. It is a part of a certificate or other authentication process that helps confirms a user's identity in relation to a network address or other system ID.

“**Operational Procedures**” means the FPX operational procedures which are prescribed and issued by FPX Operator and will include any variation, addition, amendment or modification made from time to time.

“**Participant**” means Participant as defined in the Participation Rules, acting as Buyer Bank / Acquiring Bank / Exchange Bank / Third Party Acquirer.

“**Payment**” means an order from a Buyer to its Buyer Bank directing the Buyer Bank to:

* Draw funds from the Buyer’s bank account via Internet Banking; and
* Transmit payment confirmation message to FPX system to perform crediting of funds to the Acquirer to pay a Seller for a successful FPX transaction.

“**Refund**” means a transaction occurs when a Seller rebates all, or a portion, of an original transaction amount to the Buyer using FPX Webview. Refunds can only be initiated for successful FPX transactions. Refunds can only be made to the same bank account that was used for the original FPX transaction.

“**Seller**” means a business, government agency or organization that offers goods and/or services via a website and accepts FPX as one of the mode of payments on the website. Also termed as Merchant.

“**Seller ID**” means A unique alphanumeric code assigned by FPX Operator to identify either of the following:

* A Seller; or A Seller’s product or service category for purposes of routing payments to the Seller.

“**Seller Order Number**” means A unique reference number assigned by a Seller to a Buyer for a FPX transaction.

**“Third Party Acquire**r” means non-Financial Institution that is approved by, or registered with BNM to act as an Acquirer in accordance with the FSA and authorized by the FPX Operator to acquirer Sellers for FPX.

1. **FPX System Access**
2. AmBank Islamic is a Participant of the FPX service (hereinafter referred to as “the Acquirer”) and <*insert name of company*> is a registered Seller under the FPX service.
3. In consideration of the fees paid to the Acquirer, the Acquirer agrees to facilitate the participation of the Seller in the FPX service in accordance with this Service Schedule.
4. The Seller hereby agrees to observe all the FPX Operational Procedures issued by the FPX Operator which is applicable to the Seller as reflected in this Agreement including any future revisions which will be communicated by the Acquirer to the Seller.
5. **PAYMENT TYPE**

**2.1** The Seller shall accept payments that draw funds from CASA and optionally payment(s) that draw funds from Card Accounts.

1. **OBLIGATIONS OF SELLER** 
   1. The Seller shall, at all times comply with the Consumer Protection Act 1999, as the Seller is prohibited to use misleading and deceptive conduct, false misrepresentation and unfair claims in selling their products or services.
   2. The Seller shall not be involved or engaged in business activities that contravene the Laws of Malaysia.
   3. The Seller is prohibited from re-selling or acquiring any other sub-seller(s) into the FPX service or acting as merchant aggregators for other seller(s), without the prior written consent from the FPX Operator and Acquirer.
   4. The Seller must ensure that it maintains adequate procedures and systems for receiving and processing prompt payment confirmation received from FPX system and promptly and correctly updates the payment status as well as to ensure that its obligations are fulfilled to the Buyer’s satisfaction.
   5. The Seller shall ensure that all requirements stipulated in the FPX integration guideline provided in PayNet website that are imposed by the FPX Operator (including but not limited to the following) are fully complied with at all times:
      1. Display of FPX Participating Banks at the Seller’s web portal must be in accordance with the FPX integration guideline.
      2. Notification to Buyers that FPX service is available 24 hours daily, subject to Participating Banks’ Internet Banking services availability.
      3. The Seller shall take all possible measures to ensure that Buyers’ Internet Banking security credentials used in the course of a transaction at the Seller’s website, mobile app, exchange and/or other systems, are always safeguarded and is never exposed to any other party except the relevant Buyer Banks:
2. The Seller shall not intercept, capture or store Buyers’ Internet Banking security credentials;
   * 1. The Seller shall not facilitate or allow the interception, capturing or storage of Buyers’ Internet Banking security credentials;The Seller shall not through its action or omission, risk the exposure of the Buyers’ Internet Banking security credentials to any party.
     2. The Seller shall ensure the confidentiality, integrity and security of Buyers’ information entered at the Seller’s website.
   1. The Seller must not make any warranties or representations in respect of goods or services supplied which may bind the Acquirer, FPX Operator, Buyer Bank or any other Participants in the FPX service.
   2. The Seller must establish and maintain a fair policy for resolving Buyers’ disputes and/or claims.
   3. The Seller who has been granted a non-transferable license to use the FPX Brand shall not license, lease, let, sell, transfer or assign the said right to use to any third party. The Seller shall comply with the FPX Brand Guidelines at all times.
   4. For the purpose of Clause 3.8, the Seller will be liable for any claims, damages and expenses arising out of or caused to arise from misuse or unauthorised usage of the FPX Brand. In the event of such breach, the Seller sub- licensed rights of using the FPX Brand shall be revoked and ceased immediately, whereupon this Agreement shall be terminated accordingly. Upon termination, Clause 10.4 shall apply accordingly.
   5. The Seller shall consent and allow the Acquirer to disclose its information to the FPX Operator, as may be reasonably required for the purpose of and in connection with providing the FPX service.
   6. The Seller shall notify the Acquirer immediately if it becomes aware of any non-compliance to this Agreement or the Operational Procedures for FPX which is applicable to the Seller as reflected in this Agreement.
   7. The Seller’s configuration shall be performed by the Seller with assistance from the Acquirer.
   8. The Seller that is acquired by Acquiring Banks shall get their security key generated and certified before generating and sending any message to FPX.
   9. The Seller that is acquired by Acquiring Banks is to determine the type of transactions (i.e. whether it is meant for B2C and/or B2B models) and the specific account to be credited by indicating it in the message token and bank code, respectively.
   10. The Seller shall ensure each transaction that is sent to FPX for processing has a unique payment reference number known as Seller Order Number.
   11. The Seller shall advise the Buyer to authorize their pending B2B transactions before escalating to the FPX Operator in the event of any discrepancy.
   12. The Seller shall ensure that their customers are aware that payments can be made via FPX. Sellers shall raise awareness and promote the use of FPX through the Seller’s websites, mobile apps, and other means of communications.
   13. Clause 3.5.4, 3.7 and 3.9 herein shall survive termination of the Master Services Agreement, Master Services Terms and Conditions and the Relevant Agreements (as the case may be). Termination does not affect either party’s rights accrued and obligations incurred before termination.
3. **OBLIGATIONS OF ACQUIRER**
   1. Upon receiving successful debit confirmation, the Acquirer shall either credit and make funds available to the Seller’s account immediately, or credit the said funds in a manner as agreed upon by the Acquirer and Seller.
   2. Acquirer must make payment in full to the Seller and shall not deduct any fees from the payment proceeds due to a Seller, except for situations where the Seller has specifically agreed in writing that FPX fees shall be deducted from payment proceeds.
   3. Acquirer shall refund transaction fees to the Seller if fees are incurred due to Buyer’s disputes that are not caused by the Seller. However, if the Seller opts to partially refund overpayments to Buyers, the Seller shall bear the transaction fees for executing the refund.
   4. Acquirer shall implement reasonable measures to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected.
4. **GOODS AND/OR SERVICES DELIVERY**
   1. Upon receiving final payment confirmation from FPX system, the Sellershall immediately update the Buyer’s payment and proceed to arrange for the delivery of the goods or services purchased by the Buyer. Seller is responsible to ensure that the goods or services purchased are rendered to the Buyer within the duration as stated in the Seller’s website.
5. **FRAUD AND SECURITY** 
   1. Sellers shall implement all prudent safeguards and controls necessary to prevent, detect and mitigate fraud, as well as to protect their customers, services and transactions from fraud.
   2. Sellers shall also comply with all applicable laws of Malaysia in relation to fraud, be it existing or laws which may come into effect from time to time.
   3. In the interest of safeguarding the integrity of the FPX service, Sellers grant the FPX Operator and/or the Acquirer the absolute authority to direct Sellers to take any measure that the FPX Operator and/or the Acquirer deems necessary to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected. Sellers receiving such a directive shall promptly comply with the directive.
6. **BUYER’S DISPUTES/CLAIMS** 
   1. The Seller shall assist the Acquirer with investigations relating to Buyer’s disputes of whatsoever nature and requests for refunds in accordance with the following process and timelines:
   2. If a valid request to recover funds was received by the Seller within sixty (60) days of the Buyer’s FPX payments, the Seller shall address the Buyer’s disputes / claims to the Buyer’s satisfaction.
      1. Buyers may submit requests for refunds to their Sellers for the following reasons after FPX payments have been made:
7. Goods or services purchased were not provided or rendered due to the Seller’s non-performance or insolvency;
8. Goods purchased were damaged or defective;
9. Goods purchased not as described or as advertised by the Sellers;
10. Goods purchased were not genuine, counterfeit or fake;
    * 1. Buyers’ bank accounts were erroneously debited multiple times for a single purchase or charged an incorrect amount by Sellers.
      2. Upon receiving a request for refund, the Seller shall respond to all requests for refunds within seven (7) Business Days of receipt. The Seller shall ensure that the refund claims are addressed within the seven (7) Business Days timeframe.
    1. The Seller may provide concrete evidence to contest the refund claim. Evidence may include proof of delivery, certification from suppliers on the authenticity of goods, or other documentation to demonstrate the Seller’s performance of its obligations. If the Seller is unable to furnish evidence within the timeframe specified in **Clause 7.2.2** or the evidence does not conclusively1 refute the Buyer’s refund claim, the Seller is required to refund the purchase proceeds to the Buyer within three (3) Business Days.

1*Evidence furnished by a Seller to refute a refund claim is deemed to be sufficient if both the Buyer Bank and the Counterparty are fully satisfied that the Seller has adequately demonstrated that the Seller has performed its obligations.*

* 1. If the Seller is not able to adequately refute a refund claim in accordance with **Clause 7.3**, the Acquirer shall have the right to debit any of the Seller’s account(s) maintained with the Acquirer for the recovery of the disputed sum either entirely or partially.

1. **DISPUTE RESOLUTION**
   1. Sellers shall have the right to refer their disputes to the FPX Operator if there is an allegation of the Acquirer’s non-compliance to the obligations set out in this Service Schedule and the Operational Procedures. The FPX Operator will review such complaints and allegations, but such review will be confined to:
      1. Determination whether there has been non-compliance;
      2. Stipulating remedies for the Acquirer to correct or address the non-compliance; and
      3. Determination if penalties are applicable for the Acquirer’s non-compliance.
   2. All decisions rendered by FPX Operator in response to complaints from Sellers shall be binding on the Acquirer.
   3. Referring allegations of non-compliance to FPX Operator does not preclude the right of Sellers to take the dispute to the respective industry arbitration or mediation bodies.
2. **INDEMNITY**
   1. Subject to the Acquirer and Seller’s (hereinafter referred to as “party” or “party’s”) compliance with Clause 9.3, 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:
      1. 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 Service Schedule;
      2. Any valid and reasonable claim by a Buyer, Acquirer, Buyer Bank, FPX Operator or any other person for any breach by the Indemnifying Party of any applicable laws;
      3. The failure of the Indemnifying Party to observe any of its obligations under this Service Schedule and/or Operational Procedures; or
      4. Any use of the FPX Brand by the Indemnifying Party other than as permitted by this Service Schedule.
      5. 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 9.1.1** to **9.1.4**.

***(Clause 9.2 below is only applicable for PayNet’s appointed Third Party Acquirer).***

* 1. Notwithstanding **Clause 9.1** above, in the event the Acquirer becomes insolvent, the Seller hereby agrees to indemnify the FPX Operator from all claims, losses, damages, penalties, suits, costs, and expenses (including reasonable legal fees) at all times.
  2. In the event a claim is made against a party in respect of which it is entitled to be indemnified pursuant to **Clause 9.1** or **9.2**, that party must:

1. Give notice of any such claim to the other party;
2. Consult with the other party in relation to any such claim
3. Not to settle any claim without obtaining the prior written consent of the other, such consent not to be unreasonably withheld.
   1. The Acquirer is not liable to the Seller for any loss or damage suffered by the Seller as result of the delay or disruption caused by any system failure beyond the Acquirer’s reasonable control.
   2. For the purposes of this clause, loss or damage includes any consequential or economic loss or damage.
4. **SUSPENSION & TERMINATION**

**Suspension**

* 1. The FPX Operator or the Acquirer, as the case maybe, reserves the right to suspend the participation of the Seller in the FPX service by giving notice in writing specifying the suspension date and any conditions applicable to the suspension, under the following circumstances:
     1. FPX Operator or the Acquirer has determined that the Seller breached this Service Schedule, or the terms and conditions stipulated in the FPX Merchant Registration Form, or any applicable rules, guidelines, regulations, circular or laws;
     2. The Seller fails to remedy the breach described in **Clause 10.1.1** to the Acquirer’s satisfaction;
     3. FPX Operator or the Acquirer has determined that the Seller has inadequate operational controls or insufficient risk management processes, resulting n potential threats or risks the stability, integrity, safety, security and efficiency of the FPX service;
     4. Court order(s) affecting the Seller’s membership in the FPX service and/or the legal status of the Seller;
     5. Directive(s) issued by regulatory or government authority affecting the Seller’s membership in the FPX services and/or its legal status;
     6. An application is made to the court either voluntarily or involuntarily for an order that the Seller be wound up;
     7. The Seller is deemed unable to pay its debt and should be wound up under statutory laws; or
     8. The Seller is suspected on reasonable grounds that it is facilitating, involved in, has committed or will commit fraudulent act(s) in connection with the FPX service;
     9. The Acquirer has received complaints from other Seller(s), other Acquirer(s), Buyer Bank or Buyer

That the Seller is engaging in fraudulent activity in connection with the FPX service;

* + 1. The Seller has been suspended from the FPX service by other Acquirer(s) due to breach of provisions of this Service Schedule or the terms and conditions stipulated in the FPX Merchant Registration Form, or any applicable rules, guidelines, regulations, circular or law.
  1. Upon suspension of the Seller in the FPX services:
     1. The services provided under FPX system will be suspended immediately;
     2. The Seller will no longer have access to FPX Webview;
     3. The Seller will stop sending debit request to FPX system or accept payments from Buyer Bank(s);
     4. The Seller will no longer have access to the Acquirer(s) that the Seller is connected to via its Exchange ID / Seller ID(s);
     5. The Seller must take all reasonable steps to assist the Acquirer to notify each Buyer affected by the action that the Seller is no longer participating in the FPX service, in the form directed by the Acquirer;
     6. The Seller must cease all promotional and advertising that is related or can be perceived to be related to FPX service;
     7. The Seller must remove all FPX Brand from the Seller’s marketing collaterals, channels and websites; and
     8. The Seller must take all reasonable steps to comply with any directions of the Acquirer to minimise the impact on Buyer of the suspension.

**TERMINATION**

* 1. FPX Operator or the Acquirer, as the case maybe, reserves the right to terminate the services provided under this Service Schedule or the FPX service under the following circumstances, which includes, but not limited to:
     1. This Service Schedule between the Seller and the Acquirer is terminated or expired;
     2. The Acquirer or the FPX Operator has determined that the Seller has breached this Service Schedule, or the terms and conditions stipulated in the FPX Merchant Registration Form, or any applicable rules, guidelines, regulations, circulars or laws;
     3. The Seller fails to remedy or take adequate steps to remedy its default under this Service Schedule to the satisfaction of the Acquirer or the FPX Operator, as the case maybe, within a time period as specified in the notice of the default given by the Acquirer;
     4. The FPX Operator or the Acquirer has determined that the Seller has inadequate operational controls or insufficient risk management processes resulting in potential threats to the stability integrity, safety and efficiency of the FPX service;
     5. Court order(s) affecting the Seller or the Acquirer(s) membership and/or legal status;
     6. Directive(s) issued by regulatory or government authority affecting the Seller or the Acquirer(s) membership and/or legal status;
     7. An application is made to the court either voluntarily or involuntarily for an order that the Seller be wound up;
     8. The Seller is deemed unable to pay its debt and should be wound up under statutory laws; or
     9. The Acquirer’s membership in the FPX service or RENTAS is terminated or suspended and the Seller has not appointed a replacement Acquirer;
     10. The FPX Operator has determined the Seller is inactive or the Seller is deemed inactive when there are no FPX transactions for a period of twelve (12) consecutive months.
  2. Upon termination of this Service Schedule, the Seller must undertake the following:

1. Immediately advise its customers that they will no longer accept payment via FPX from the effective date of termination of the Seller’s access to FPX service;
2. Shall ensure that inflight transactions post-termination are completed i.e. goods are delivered to the Buyer’s satisfaction;
3. Cease all promotional and advertising that is related, or can be perceived to be related to the FPX service; and
4. Remove all FPX Brand and Marks from the Seller’s payment channels and websites.
   1. Upon termination of this Service Schedule, the participation of the Seller in FPX service is automatically terminated and the Seller will no longer have access to the FPX system and services provided under the FPX system.
   2. Termination of the Seller in the FPX service shall not extinguish any outstanding right or liability arising under this Service Schedule or the terms in the Operational Procedures for FPX which is applicable to the Seller as reflected in this Service Schedule.
5. **ADVERTISEMENT AND USE OF LOGO**
   1. The FPX Operator owns all rights, titles and interest in the FPX Brand and the FPX Operator and/or the Acquirer may specify and may at any time amend the requirements relating to the use and/or display of the FPX Brand.
   2. The Seller shall comply with the requirements, process and/or guidelines prescribed by the FPX Operator in using the FPX Brand.
   3. The Seller must use the appropriate denotation or legend of trademark registration or ownership in connection with FPX Brand, as required or consented to by the FPX Operator and/or the Acquirer.
   4. The Seller shall only use the FPX Brand for the sole purpose of the publicising, indicating and advertising that the Seller accepts payment requests through the FPX service.
   5. The FPX Operator and/or the Acquirer have the right to direct the Seller to make changes to their use of the FPX Brand to rectify any non-compliance or potential non-compliance.
   6. The FPX Operator, may at any time, in its absolute discretion, direct a Seller to cease using the FPX Brand where such use is in breach of this Service Schedule or the terms in the Operational Procedures for FPX which is applicable to the Seller as stipulated in this Service Schedule.
   7. The Seller must not use the FPX Brand in such a way to create an impression that the goods or services offered by the Seller are sponsored, produced, offered or sold by the owner of the FPX Brand. The Seller must not adopt “FPX” or any other FPX Brand as any part of the name of its business or apply it to any goods or services offered for sale.
   8. In the event of termination of the Seller’s access in FPX service, the Seller’s sub-licensed use of the FPX Brand shall be automatically revoked on the day that the cessation of the Seller’s access takes effect.
   9. The Seller must immediately on becoming aware of any infringement or potential infringement of the FPX Brand, notify the Acquirer.
6. **FEES** 
   1. The Seller shall pay to the Acquirer the fees as set out in Appendix 1.
7. unless expressly stated otherwise in this Service Schedule, 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
8. if any supply made under or in connection with this agreement is subject to Taxes, AmBank Islamic 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
9. **DISCLAIMER**

FPX Operator and Acquirer 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 Seller arising out of or caused by the Acquirer in connection with the operations and services provided by the Acquirer in the FPX service. The Seller agrees that it will communicate and resolve any dispute in relation to the aforesaid matters with the Acquirer.

1. **CONFIDENTIALITY** 
   1. The Seller shall treat any information it receives or possess as result of this Service Schedule, as confidential and will not use such information other than for the purposes which it was given.
   2. The Seller shall ensure that their employees, representatives, agents, suppliers and any person connected to the Seller (as the case may be) comply with the confidentiality requirements at all times.
   3. The Seller’s obligations as to confidentiality shall survive the expiration or termination of their access in the FPX service or this Service Schedule.
   4. **Clause 14.1** shall not apply to information which:
2. Is or has at the time of use or disclosure become public knowledge without any breach of this Service Schedule by the parties;
3. Is or has at the time of use or disclosure become generally known to companies engaged in the sameor similar business(es) as the party on a non-confidential basis through no wrongful act of the party;
4. Is lawfully obtained by a party from third parties without any obligation by the party to maintain the information proprietary or confidential;
5. 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 Service Schedule;
6. Is independently developed by a party without reference to or use of the other party's Confidential Information;
7. 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, take-over 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.
8. **PERSONAL DATA PROTECTION**
   1. The Seller consents to the provision and use of information supplied to the FPX Operator and/or the Acquirer in connection with the FPX service. The Seller further agrees to notify the FPX Operator and/or the Acquirer in writing of any update to any such information as soon as it is aware that the information so supplied in connection with the FPX service has become out-dated.
   2. The Seller 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 Acquirer, Buyer Bank and FPX Operator to breach any personal data protection laws.
9. **VARIATION AND WAIVER**
   1. The Acquirer may change the terms of this Service Schedule or any other terms which may be connected to the FPX Service at any time in writing and such change shall take effect from the date specified in the notice.
   2. Any provisions herein cannot be waived except in writing signed by the party granting the waiver.
10. **SEVERABILITY** 
    1. If the whole or any part of a provision of this Service Schedule is void, unenforceable or illegal in one jurisdiction, the remainder of this Service Schedule shall be enforceable and valid in other jurisdictions.
11. **FORCE MAJEURE**
    1. The Acquirer shall not be liable to the Seller for any loss or damage (including direct or consequential), for failure to observe or perform its obligations under this Service Schedule for reasons which could not be reasonably controlled or prevented by the Acquirer, 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.