







**SECTION 4: DECLARATION AND ACKNOWLEDGEMENT BY SELLER/MERCHANT**

- Declaration:
- a. I/We confirm that all information given above is true.
  - b. I/We hereby authorize my/our Acquiring Bank to verify the authenticity of the information that I/we provided from authorized source within legitimate means for the Acquiring Bank to process my application form.
  - c. I/We hereby agree and authorize the Acquiring Bank to disclose or release the said information pertaining to this application for the purpose of FPX registration.
  - d. I/We hereby undertake to indemnify the Acquiring Bank against all loss or damages arising from all or any actions carried out by the Acquiring Bank pursuant to my consent and authorization given. Herein and undertake to release the Acquiring Bank from all its responsibilities in connection with or arising from such disclosure.
  - e. I/We agree to immediately notify any changes to the above mentioned information.
  - f. I/We shall be bound by the Terms and Conditions as specified in Section 5 below.

**Prepared By:**

Signature:

\_\_\_\_\_ Name : \_\_\_\_\_

Date : 

D	D

 - 

M	M

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Y	Y

 Designation : \_\_\_\_\_

**Authorized By:**

Signature:

\_\_\_\_\_ Name : \_\_\_\_\_

Date : 

D	D

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M	M

 - 

Y	Y

 Designation : \_\_\_\_\_

Company's Stamp/Chop:  
(If applicable)



## SECTION 5 : TERMS AND CONDITIONS

1. The following words and expressions shall have the following meaning in these Terms and Conditions:
  - a. "Acquiring Bank" means a participating bank that is appointed by a Seller to facilitate the Seller's collection of online payments via FPX. The Acquiring Bank validates the crediting request received from FPX system and credits payments to the Seller's bank account
  - b. "Buyer" means a person/organization/company/government agency that makes payment for commercial trade or services provided by the Seller/Merchant via FPX system.
  - c. "Commercial Trade" means the selling and buying of goods or services.
  - d. "Direct-To-Bank" means a bilateral direct connection or integration between the Seller's e-commerce website and the bank's Internet Banking to facilitate online payments outside FPX.
  - e. "Exchange" means an organization/company internet-based gateway, which provides or maintains a marketplace where goods or services can be traded.
  - f. "FPX Brand" means the brand, icon, logo and marks for the FPX services.
  - g. "FPX services" means a real time internet-based online payment system provided by PayNet which enables Buyers (either individual or corporate) to make secure online payments using their Internet Banking account to the Sellers.
  - h. "FPX system" means an exchange infrastructure and application platform offered by PayNet. This system facilitates electronic payment transactions, which is connected to various banks' Internet Banking platform. FPX offers multi-layer solutions across all markets in terms of Business-to-Business (B2B) and Business-to-Customer (B2C).
  - i. "Malaysia Standard Industrial Classification (MSIC Code)" means a standard classification of productive economic activities.
  - j. "Seller/Merchant" means a company/organization/government agency that offers goods or services, that applies for the subscription of FPX services
  - k. "PayNet" means Payments Network Malaysia Sdn Bhd as the company that provides and operates the FPX system.
  - l. "Transaction" means a series of messages that constitutes a payment and processed through FPX system.
2. The Seller/Merchant shall continue to observe these Terms and Conditions set out herein which may be varied or modified at any time by Acquiring Bank, upon giving written notice to the Seller/Merchant.
3. The Seller/Merchant shall all the times during the subscription period maintain at minimum one registered banking account for FPX services.
4. The Seller/Merchant shall ensure that each Transaction has a unique order number for reference purposes.
5. Transactions that contain duplicate order number will not be processed by FPX system.
6. Acquiring Bank and PayNet shall not be liable for any loss arising from lack of completeness, sufficiency and accuracy of messages or for any unauthorized messages sent by the Seller/Merchant.
7. The Seller/Merchant shall liaise with Acquiring Bank for the crediting of payment and availability of fund for withdrawal or cash withdrawal.
8. The Seller/Merchant shall be liable for any of Buyer's claim or complaints lodged concerning the lack of compliance or the goods/services with the Buyer's purchase order. For these purposes, the Seller/Merchant shall at its own expense resolve any claims or complaints lodged by the Buyer without any involvement of PayNet.
9. Any refund or reversal of the Transaction for any disputes or rejected goods and/or services shall be handled either manually or through the FPX system without any reference to or involvement of PayNet.
10. The Seller/Merchant is liable for all losses resulting directly or indirectly from its own fraudulent activity, regardless it acted alone or of in association with any other person/organization.
11. Acquiring Bank and PayNet shall not be liable for any special, incidental or consequential damages whether arising in contract, tort or order principles of law or equity including loss of opportunity, loss of goodwill, loss of savings, third party claims any nature even if PayNet has been advised of the same by the Seller/Merchant as a result of delay omission of error in the electronic transmission or receipt of any messages of any fault of, or failure in providing the services.
12. To the extent permitted by law, in no event shall Acquiring Bank and PayNet, their affiliates, officers, directors, employees, agents, successors or assignees be liable for direct, indirect, special, incidental or consequential damages, including but not limited to, loss resulting from business disruption, loss of data, lost goodwill, or damage to systems or data whether in an action for contract or tort.
13. The Seller/Merchant shall indemnify Acquiring Bank and PayNet from any claims, suits, actions, liabilities and costs of any kind from any third party, including the Seller's/Merchant's customers resulting directly or indirectly from any acts or omission, negligence by the Seller/Merchant in providing its services to its customers.
14. Acquiring Bank reserves the right to terminate or suspend the Seller/Merchant's access to the services by giving notice in writing under the following circumstances:
  - a. The Seller/Merchant's breach any of these Terms and Conditions;
  - b. Directive has been issued by regulatory or government authority affecting the Seller/Merchant membership in the FPX service and/or its legal status;
  - c. The Seller/Merchant death, bankruptcy or lack of legal capacity, or that the Seller/Merchant committed an act of bankruptcy, or that a bankruptcy petition has been presented against the Seller/Merchant; or
  - d. The Seller/Merchant has acted fraudulently.
15. The Seller/Merchant shall be auto-terminated if the Exchange that the Seller/Merchant is connected to is terminated from FPX services.
16. Acquiring Bank and PayNet do not accept any responsibility and liability for any loss, damage, costs, expenses whether direct or indirect that the Seller/Merchant may suffer and incurred arising out of or from the following events including but not limited to:
  - suspended or terminated from FPX;
  - delay or error in electronic transmission in delivery or accepting messages in FPX system due to the Seller's/Merchant's act, omission, negligence or fraudulent acts in upgrading, maintaining, rectifying its own software, hardware, system(s); and
  - non-payment or delay in payment from the Seller's/Merchant's customers due to the above circumstances.
17. The Seller/Merchant may terminate the subscription of FPX services at any time by giving thirty (30) days prior written notice to Acquiring Bank. The Seller/Merchant shall remain responsible for any Transactions made until the Seller/Merchant's subscription to the FPX services have been terminated. The Seller/Merchant shall be auto-terminated if the Exchange that the Seller/Merchant is connected to is terminated from FPX services.
18. The Seller/Merchant shall not use FPX services to conduct any fraudulent activities or criminal offences.
19. Neither party shall be under any liability to the other in respect of anything which may constitute a material breach of the Terms and Conditions arising by reason of force majeure, namely, acts of God, power outages and governmental strikes.
20. The Seller/Merchant shall not use PayNet's or FPX's logo, trademark or name ("FPX Brand") for other purposes except for as authorised by PayNet. The Seller/Merchant shall not license or assign the right to use FPX Brand to any other third party and shall be liable for any damages and expenses arising out of or caused to arise from misuse or unauthorised usage of FPX Brand. In the event of such breach, the Seller/Merchant shall cease using FPX Brand immediately whereupon Clause 14 shall apply mutatis mutandis.
21. The Seller/Merchant shall abide with the rules, regulations, guidelines and directives issued from time to time by PayNet including but not limited to the Seller/Merchant's obligations as FPX Merchant(s), which includes displaying appropriately FPX Brand at its marketing tools or channels and documents; and provides FPX services to its customers during the required operating hours.
22. The Seller/Merchant shall not build any additional bilateral Direct-To-Bank links to facilitate Seller's/Merchant's payments unless prior written approval is obtained from PayNet by the Seller's/Merchant's Acquiring Bank.
23. The Seller/Merchant consents to the provision and use of information supplied to the Acquirer in connection with the FPX service. The Seller/Merchant 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 to breach any personal data protection laws.
24. The Seller/Merchant shall also be bound by the FPX Standard Seller Terms as specified in the agreement with Acquiring Bank

**PART B (to be completed by Acquiring Bank)**

**SECTION 6: FPX VERIFICATION**

**Section A: General Information**

1. Date Received from Seller :      

D	D	

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M	M	

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Y	Y	
2. Seller Category :       Non - Government       Government
3. MSIC Code\* :      

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4. Seller Type :       Foreign       Prepayment

**(This section only applicable to Acquiring Bank that is appointed by a Third Party Acquirer (TPA) for the purpose of recruiting Foreign and/or Prepayment Sellers into FPX).**

A Letter of Undertaking (as per the sample provided in Appendix P in the Operational Procedures for FPX) is to be submitted by the Acquiring Bank together with this Merchant Registration Form, to PayNet.

**Section B: Current Account/Savings Account (CASA)**

5. Transaction model to be subscribed:

FPX (B2C)       FPX (B2B1)

**Section C: Credit Card Account (CCA) - Optional**

Yes       No

- . Transaction Amount Limit applicable for CCA:

- i. Min. Amount Limit: **RM**

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- ii. Max. Amount Limit: **RM**

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**Section D: Online Refund - Optional**

Yes       No

- i. Partial Refund Allowed:       Yes       No

- ii. Maximum Refund Amount Allowed:      

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 % of Transaction Amount

Note: Acquiring Bank is required to obtain the above information from the merchant and to fill-in the External User Access Request Form by ticking FPX Merchant Webview (both Maker and Checker options). Upon completion, the External User Access Request Form is to be submitted together with this Merchant Registration Form to PayNet.

\*Note: MSIC Code refers to "Malaysia Standard Industrial Classification" - an item code (5 digits) representing the nature of business of an organization. It is a standard classification for all economic activities in Malaysia.

**SECTION 7: Acquiring Bank Authorization**

1. Acquiring Bank Name: \_\_\_\_\_  
\_\_\_\_\_

2. Acquiring Bank ID : \_\_\_\_\_

**Authorized By**

Authorized Personnel 1: \_\_\_\_\_

Name: \_\_\_\_\_

Date:

Signature  
\_\_\_\_\_  
D D - M M - Y Y

Designation: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone No. : \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Authorized Personnel 2: \_\_\_\_\_

Name: \_\_\_\_\_

Date:

Signature  
\_\_\_\_\_  
D D - M M - Y Y

Designation: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone No. : \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Bank's Stamps/Chop:

(If applicable)

**Optional: Additional E-mail address for notification**

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

**Note: Please forward the duly completed form to PayNet to proceed with the registration in staging/production.**

