



### SECTION 3 : TERMS AND CONDITIONS

1. In these Terms and Conditions:
  - a. The expression "Seller/Merchant" refers to a company/organization/government agency, being the seller/merchant that offers goods or services, that applies for the subscription of FPX Services as a payment channel for the Buyer to pay for purchased goods or services.
  - b. The expression "Buyer" refers to a person/organization/company/government agency that makes payment for commercial trade or services provided by the Seller/Merchant via FPX System.
  - c. The expression "Exchange" shall mean an organization/company internet-based gateway, which provides or maintains a marketplace where goods or services can be traded.
  - d. The expression "Seller's Bank Name" refers to the bank where the Seller/Merchant maintains its corporate banking account/s for the purpose of using FPX Services.
  - e. "FPX Brand" means the brand, icon, logo and marks for the FPX services.
  - f. The expression "PayNet" means Payments Network Malaysia Sdn Bhd as the company that provides and operates the FPX system.
  - g. The expression "commercial trade" shall mean the selling and buying of goods or services.
  - h. The expression "transaction" shall mean the payment/collection files/messages that pass through the FPX System.
  - i. The expression "software" shall mean the system provided to the Seller/Merchant by PayNet upon registration with FPX Services i.e. Seller's Plug-in.
  - j. The expression "FPX Services" shall mean the services that are offered by PayNet.
  - k. The expression "FPX System" shall mean the system that facilitates electronic payment transactions, which is connected to Financial Institutions (FIs).
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 *Seller's Bank Name*, upon giving thirty (30) days prior 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.
5. Transactions that contain duplicate order number will not be processed by FPX System.
6. *Seller's Bank Name* and PayNet shall not be liable for any loss arising from lack of completeness, sufficiency and accuracy of messages or for any authorized messages sent by the Seller/Merchant.
7. The Seller/Merchant shall liaise with *Seller's Bank Name* 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.
9. The Any refund or reversal of the FPX transaction shall be handled manually and shall not go through within the FPX System.
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. *Seller's Bank Name* 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. The Seller/Merchant shall indemnify *Seller's Bank Name* and PayNet from any claims, suits, actions, liabilities and costs of any kind resulting directly or indirectly from any acts or omission by the Seller/Merchant.
13. *Seller's Bank Name* reserves the right to terminate or suspend Seller/Merchant's access to the services at any time with or without prior notice under below circumstances:
  - a. The Seller/Merchant's breach any of these terms and conditions;
  - b. Learns of 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
  - c. The Seller/Merchant has acted fraudulently.
14. The Seller/Merchant shall be auto-terminated if the Exchange that the Seller/Merchant is connected to is terminated from FPX Services.
15. *Seller's Bank Name* and PayNet do not accept any responsibility for any loss the Seller/Merchant may suffer as a result of its access to the FPX Services being suspended or terminated.
16. The Seller/Merchant may terminate the subscription of FPX Services at any time by giving thirty (30) days prior written notice to *Seller's Bank Name*. The Seller/Merchant shall remain responsible for any transactions made until the Seller/Merchant's subscription to the 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.
17. The Seller/Merchant shall not use FPX Services to conduct any fraudulent activities or criminal offences.
18. 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, circumstances beyond the control of either party.



**PART C (for FPX Operator use only)**

**SECTION 14 : ACKNOWLEDGEMENT RECEIPT (to be completed by PayNet)**

1. Date Received from Financial Institution :    -    -

2. Is the form completed? :  Yes  No (please fill item 3 and 4 only)

3. Reason of rejection : \_\_\_\_\_

4. Date of form returned to the Bank :    -    -

5. Form submitted to :  Production Team  Staging Team

6. Date of submission :    -    -

Prepared By:

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

Signature : \_\_\_\_\_ Date :    -    -

Authorized By:

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

Signature : \_\_\_\_\_ Date :    -    -