

**Dewan Ekonomi GIG Malaysia**  
**(Organization No: PPM-001-10-20052021)**

**Terms and Conditions**

**PLEASE READ THESE TERMS OF SERVICE CAREFULLY. IF AT ANY TIME YOU DISAGREE WITH THE TERMS OF SERVICE HEREIN, YOU SHOULD NOT REGISTER DEWAN EKONOMI GIG MALAYSIA OR YOU SHOULD IMMEDIATELY CEASE YOUR DEWAN EKONOMI GIG MALAYSIA MEMBERSHIP. YOUR REGISTRATION SHALL MEAN THAT YOU UNDERSTAND, ACCEPT AND AGREE TO BE GOVERNED BY ALL OF DEWAN EKONOMI GIG MALAYSIA TERMS OF SERVICE.**

Dewan Ekonomi GIG Malaysia is an organization incorporated in Malaysia that is providing empowerment services (“DEGM”) to individuals as merchant’s to use toyyibPay services via DEGM. With the Collaboration of toyyibPay and DEGM in the development of the payment and E-Commerce industry in Malaysia as well as the provision of integration between toyyibPay and DEGM Services to individual Merchants for online payment gateway solutions.

This DEGM Agreement (“Agreement”) is a legal agreement between Dewan Ekonomi GIG Malaysia (“DEGM”, “us”, or “we”) and a registered entity or person (“you”, “your”, or “user”) in toyyibPay and will be directly registered with DEGM. This Agreement describes the terms and conditions that apply to your use of the Services.

**Definitions**

“Agreement” means this Agreement, including the schedule, annexes and any amendments and variations made in accordance with this Agreement which may be made in writing from time to time.

“Fees” means any fees payable by a Party to the other Party under this Agreement.

“Merchant” means e-commerce Merchants and/or offline retailers, who are subscribed to toyyibPay Services.

“DEGM” means a service provided by DEGM to serve as a third party service provider to individual Merchants in the purchase process.

“toyyibPay” means a company incorporated in Malaysia that provides toyyibPay Payment Services (“toyyibPay Services”) as an online payment gateway to Merchants.

“Membership” means individu who are registered as DEGM members.

## **Section A: Overview of this Agreement**

This Agreement provides a general description of DEGM membership. This Agreement referred to The Constitution of DEGM and toyyibPay Merchant Terms and Conditions.

## **Section B: Your DEGM Membership**

- 1. Registration and Permitted Activities:** Only individuals who are Malaysian Citizens are eligible to apply for a DEGM membership. You agree to be governed by the agreement as referred to Clause 1.

To register for a DEGM membership, you or the person or people submitting the application (your “Representative”) must provide us with your name, physical address, email, phone number, identification number, the nature of your business or activities and a copy of your identification card.

- 2. Validation and Underwriting:** At any time during the term of this Agreement and your membership of DEGM, we may require additional information from you to make sure that your information is current. Your failure to provide this information or material may result in suspension or termination of your DEGM membership.

You hereby authorize us to retrieve information about you from our service providers and other third parties, including credit reporting agencies and information bureaus and you authorize us to direct such third parties to compile and provide such information to us. You acknowledge that this may include your name, addresses, credit history, and other data about you or your business. You acknowledge that we may use your information to verify any other information you provide to us, and that any information we collect may affect our assessment of your overall risk to our business. You acknowledge that in some cases, such information may lead to suspension or termination of your DEGM membership. DEGM may periodically update this information as part of our underwriting criteria and risk analysis procedures.

## **Section C: Fees**

1. Approved applicants are charged a set fee and at the same time become an official member of DEGM.
2. Registration fees charged to individual merchants will be fully borne by toyyibPay.
3. A fee will be charged to individual merchants up to **Ten Ringgit Malaysia (RM 10.00) only** who wish to register for DEGM membership.

## **Section D: Limitations and Restrictions**

- 1. Compliance with Applicable Laws:** You must use the Services in a lawful manner, and must obey all laws, rules, and regulations (“Laws”) applicable to your use of the

Services and to Transactions. As applicable, this may include compliance with domestic and international Laws related to the use or provision of financial services, notification and consumer protection, unfair competition, privacy, and false advertising, and any other Laws relevant to Transactions.

- 2. Non-Shariah Compliant Activities:** At all times, you are solely responsible to ensure that the goods and services sold are not prohibited under any Shariah principles. We do not allow any non-Shariah compliant goods and services to use the Services.
- 3. Other Restricted Activities:** You may not involve in any restricted activities as referred to Clause 15; the list of restrictions in The Constitution of DEGM.

#### **Section E: Disclosures and Notices; Electronic Signature Consent**

- 1. Consent to Electronic Disclosures and Notices:** By registering for a DEGM membership, you agree that such registration constitutes the same legal effect as a physical signature.

#### **Section F: Termination**

- 1.** If you engage in activities that result in failure to comply with The Constitution of DEGM, Shariah Law or act in a manner that will tarnish the good name of DEGM, you may be dismissed or suspended from membership for a reasonable period of time.
- 2.** You have the right to terminate your membership before the end of the official membership period by providing a written statement 2 weeks in advance. Termination should be sent in writing to the Secretary of DEGM and clear all your pending debts.

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