

TOYYIBPAY SDN BHD – TERMS OF SERVICE

Last Updated: 13 September 2021.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. IF AT ANY TIME YOU DISAGREE WITH THE TERMS OF SERVICE HEREIN, YOU SHOULD NOT REGISTER A TOYYIBPAY ACCOUNT OR YOU SHOULD IMMEDIATELY CEASE YOUR USE OF TOYYIBPAY SERVICES. YOUR REGISTRATION AND/OR CONTINUED USE OF TOYYIBPAY SHALL MEAN THAT YOU UNDERSTAND, ACCEPT AND AGREE TO BE GOVERNED BY ALL OF TOYYIBPAY TERMS OF SERVICE. ANY PERSON THAT YOU ALLOW TO ACCESS THE SERVICE USING YOUR ACCOUNT SHALL ALSO BE BOUND BY THESE TERMS OF SERVICE. YOU SHOULD CONTACT TOYYIBPAY CUSTOMER CARE SUPPORT IF YOU DO NOT UNDERSTAND THESE TERMS OF SERVICE (OR ANY PORTION(S) HEREOF) PRIOR TO YOUR ACCEPTANCE OF THESE TERMS OF SERVICE.

This toyYibPay Services Agreement (“Agreement”) is a legal agreement between toyYibPay Sdn. Bhd. (“toyYibPay”, “us”, or “we”) and the entity or person (“you”, “your”, or “user”) who are registered on the toyYibPay Account page to receive certain payment processing, data, technology and analytics services, and other business services that may be offered by toyYibPay and its affiliates (each, a “Service”). This Agreement describes the terms and conditions that apply to your use of the Services.

Definitions

“Charge” means a credit or debit instruction to capture funds from an account that a Customer maintains with a bank or other financial institution in connection with a Transaction.

“Dispute” means an instruction initiated by a Customer for the return of funds for an existing Charge (including a chargeback or dispute on a payment card network).

“Fine” means any fines, levies, or other charges imposed by us, a Payment Method Provider or a Payment Method Acquirer, caused by your violation of Laws or this Agreement, or as permitted by the applicable Payment Method Rules.

“FPX” means an internet based payment gateway that allows real-time payments for online purchases or bill payments. FPX is operated by Payments Network Malaysia Sdn Bhd (PayNet), a wholly-owned subsidiary of Bank Negara Malaysia.

“Payment Account Details” means the Payment Method account details for a Customer, and includes, with respect to credit and debit cards, the cardholder’s account number, card expiration date, and CVV2.

“Payment Data” means Payment Account Details, information communicated to or by Payment Method Provider or Payment Method Acquirer, financial information specifically regulated by Laws and Payment Method Rules, and any other information used with the Payment Processing Services to complete a Transaction.

“Payment Method” means a type of payment method that toyYibPay accepts as part of the Payment Processing Services, such as online banking, credit and debit cards.

“Payment Method Rules” means the guidelines, bylaws, rules, and regulations imposed by the Payment Method Providers and Payment Method Acquirers that operate Payment Methods supported by toyYibPay (including the payment card network operating rules (“Network Rules”) for the FPX, Visa and Mastercard.

“Payment Method Acquirer” means an entity that is authorized by a Payment Method Provider to enable the use of a Payment Method by accepting Charges from Customers on behalf of the Payment Method Provider, and routing these Charges to the Payment Method Provider. toyYibPay or a toyYibPay affiliate may be the Payment Method Acquirer for a Payment Method.

“Payment Method Provider” means the provider of a Payment Method, such as FPX, Visa and Mastercard.

“Payment Processing Services” are Services that you may use to accept payments from your Customers for Transactions, perform other financial transactions, manage subscriptions, and perform transaction reporting.

“Personal Data” means information that identifies a specific living person (not a company, legal entity, or machine) and is transmitted to or accessible through the Services.

“Refund” means an instruction initiated by you to return funds to a Customer for an existing Charge.

“Return” means an instruction initiated by you, a Customer, a Payment Method Provider or a Payment Method Acquirer to return funds unrelated to an existing Charge.

“Reversal” means an instruction initiated by a Payment Method Provider, a Payment Method Acquirer or us to return funds for an existing Charge. Reversals may result from (i) invalidation of a charge by a Payment Method Provider or a Payment Method Acquirer; (ii) funds settled to you in error or without authorization; and (iii) submission of a Charge in violation of the applicable Payment Method Rules, or where submission of the Charge or your use of Payment Processing Services violates this Agreement.

“Settlement” means the number of funds that are transferred to you from the Payment Method Acquirer for the specific amount of the sale for the acceptance of the transaction.

“toyibPay Data” means details of the API transactions over toyibPay infrastructure, information used in fraud detection and analysis, aggregated or anonymized information generated from Data, and any other information created by or originating from toyibPay or the Services.

“User Data” means information that describes your business and its operations, your products or services, and orders placed by Customers. The term “Data” used without a modifier means all Personal Data, User Data, Payment Data, and toyibPay Data.

Section A: General Terms

1. Overview of this Agreement

This Agreement provides a general description of the Services that toyibPay may provide to you, including those that allow you to accept payments from purchasers of your goods or services or donors to your organization (your “Customers”). We provide you with a more detailed description of the Services through published software libraries and application programming interfaces that may be used to access the Services (the “API”) and additional resources we make available to you on our website.

Before using the Services, you must register with toyibPay and create an account (a “toyibPay Account”).

2. Your toyibPay Account

- a. **Registration and Permitted Activities:** Only businesses (including sole proprietors), bona fide charitable organizations, and other entities or persons located in Malaysia are eligible to apply for a toyibPay Account to use the Services described in this Agreement.

For individual or personal account, you agree that you will be registered under Dewan Ekonomi GIG Malaysia (DEGM) society which has been duly registered under the Registrar of Society (“ROS”) solely for the purpose of the provision of the Services. You agree to be governed by the terms and conditions as set forth by DEGM.

To register for a toyibPay Account, you or the person or people submitting the application (your “Representative”) must provide us with your business or trade name, physical address, email, phone number, business and/or tax identification number, URL, the nature of your business or activities, and certain other information about you that we require. We may also collect personal information (including name, birthdate, and government-issued identification number) about your beneficial owners, principals, and your toyibPay Account administrator. Until you have submitted all the required documents, and we have reviewed and approved, all required information, you may not use your toyibPay account to accept payment from your Customers.

To register for an individual or personal account, you must provide us your name, physical address, email, phone number, identification number, the nature of your business or activities and a copy of your identification card.

- b. **Validation and Underwriting:** At any time during the term of this Agreement and your use of the Services, we may require additional information from you to verify beneficial ownership or control of the business, validate information you provided, and assess the risk associated with your business. This additional information may include business invoices, copies of government-issued identification, business licenses, or other information related to your business, its beneficial owners or principals. Your failure to provide this information or material may result in suspension or termination of your toyyibPay Account.

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 toyyibPay Account. toyyibPay may periodically update this information as part of our underwriting criteria and risk analysis procedures.

- c. **Changes to Your Business. Keeping your toyyibPay Account Current:** You agree to keep the information in your toyyibPay Account current. You must promptly update your toyyibPay Account with any changes affecting you, the nature of your business activities, beneficial owners, principals, or any other pertinent information. We may suspend your toyyibPay Account or terminate this Agreement if you fail to keep this information current.

You also agree to promptly notify us in writing no more than three business days after any of the following occurred: you are the subject of any voluntary or involuntary bankruptcy or insolvency application, petition or proceeding, receivership, or similar action (any of the foregoing, a “Bankruptcy Proceeding”); there is an adverse change in your financial condition; there is a planned or anticipated liquidation or substantial change in the basic nature of your business.

3. Your Relationship with Your Customers

You may only use the Services for legitimate Transactions with your Customers. toyyibPay is not responsible for the products or services you publicize or sell, or that your Customers purchase using the Services; or if you accept donations, for your communication to your Customers of the intended use of such donations. You affirm that you are solely responsible for the nature and quality of the products or services you provide, and for delivery, support, refunds, returns, and for any other ancillary services you provide to your Customers.

You are responsible for confirming whether a Transaction initiated by your Customer is erroneous or suspicious. You are solely responsible for any losses you incur due to erroneous or fraudulent Transactions in connection with your use of the Services.

4. Fees and Fines

toyyibPay will provide the Services to you at the rates and for the fees (“Fees”) described as set out on the Pricing page. The Fees include charges for Transactions and for other events connected with your toyyibPay Account.

We reserved the right to revise the Fees at any time. However, we will provide you with at least 30 days’ advance notice before revisions become applicable to you.

We also reserved the right to vary the Fees for any of toyyibPay’s customers.

In addition to the Fees, you are also responsible for any penalties or fines imposed in relation to your toyyibPay Account on you or by toyyibPay or any Payment Method Provider or Payment Method Acquirer (each as defined in Section C) resulting from your use of Payment Processing Services in a manner not permitted by this Agreement or a Payment Method Provider’s rules and regulations.

5. Services and toyyibPay Account Support

We will provide you with support to resolve general issues relating to your toyyibPay Account and your use of the Services. This support includes resources and documentation that we make available to you through the

current versions of toyyibPay’s support pages, API documentation, and other pages on our website (collectively, “Documentation”).

You are solely responsible for providing support to your Customers regarding Transaction receipts, product or service delivery, support, returns, refunds, and any other issues related to your products and services and business activities.

6. Taxes and Other Expenses

Our fees are exclusive of any applicable Taxes, except as expressly stated to the contrary. You have sole responsibility and liability for: (i) determining what, if any, Taxes apply to the sale of your products and services, acceptance of donations, or payments you receive in connection with your use of the Services; and (ii) assessing, collecting, reporting, and remitting Taxes for your business to the appropriate tax and revenue authorities. If we are required to withhold any Taxes, or we are unable to validate any tax-related identification information you provide to us, we may deduct such Taxes from amounts otherwise owed and pay them to the appropriate taxing authority. If you are exempt from payment of such Taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to your tax-exempt status. Upon our reasonable request, you must provide us with information regarding your tax affairs.

We may send documents to you and relevant tax authorities for Transactions processed using the Services. Specifically, pursuant to applicable Law, we may be required to file periodic informational returns with taxing authorities in relation to your use of the Services. If you use Payment Processing Services, you acknowledge that we will report the total amount of payments you receive each calendar year as required by the Internal Revenue Service. We also may, but are not obliged to, electronically send you tax-related information.

7. Service Requirements, Limitations and Restrictions

- a. 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.
- b. 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.
- c. Other Restricted Activities:** You may not use the Services to facilitate illegal Transactions. In addition, you may not allow, and may not allow others to: (i) access or attempt to access non-public toyyibPay systems, programs, data, or services; (ii) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of the Services, Documentation, or our website except as expressly permitted by applicable Laws; (iii) act as service bureau or pass-through agent for the Services with no added value to Customers; (iv) transfer any rights granted to you under this Agreement; (v) work around any of the technical limitations of the Services or enable functionality that is disabled or prohibited; (vi) reverse engineer or attempt to reverse engineer the Services except as expressly permitted by Laws; (vii) perform or attempt to perform any actions that would interfere with the normal operation of the Services or affect use of the Services by our other users; or (ix) impose an unreasonable or disproportionately large load on the Service.

8. Suspicion of Unauthorized or Illegal Use

We may refuse, condition, or suspend any Transactions that we believe: (i) may violate this Agreement or other agreements you may have with toyyibPay; (ii) are unauthorized, fraudulent or illegal; or (iii) expose you, toyyibPay, or others to risks unacceptable to toyyibPay. If we suspect or know that you are using or have used the Services for unauthorized, fraudulent, or illegal purposes, we may share any information related to such activity with the appropriate financial institution, regulatory authority, or law enforcement agency consistent with our legal obligations. This information may include information about you, your toyyibPay Account, your Customers, and Transactions made through your use of the Services.

9. Disclosures and Notices; Electronic Signature Consent

- a. **Consent to Electronic Disclosures and Notices:** By registering for a toyyibPay Account, you agree that such registration constitutes the same legal effect as a physical signature.
- b. **Methods of Delivery:** You agree that toyyibPay can provide Notices regarding the Services to you through our website or through the Dashboard (as defined below), or by mailing Notices to the email or physical addresses identified in your toyyibPay Account. Notices may include notifications about your toyyibPay Account, changes to the Services, or other information we are required to provide to you. You also agree that electronic delivery of a Notice has the same legal effect as if we provided you with a physical copy.

10. Termination

- a. **Term and Termination:** This Agreement is effective upon the date you first use the Services for commercial transaction and continues until terminated by you or toyyibPay. You may terminate this Agreement by closing your toyyibPay Account at any time by opening the account information tab in your account settings, selecting “close my account” and ceasing to use the Service. We may suspend your toyyibPay Account and your ability to access funds in your toyyibPay Account, or terminate this Agreement, if (i) we determine in our sole discretion that you are ineligible for the Services because of significant fraud or credit risk, or any other risks associated with your toyyibPay Account; (ii) you use the Services in a prohibited manner or otherwise do not comply with any of the provisions of this Agreement; (iii) any Law, Payment Method Provider or Payment Method Acquirer requires us to do so; or (iv) for any reasonable reason we are otherwise entitled to do so under this Agreement. A Payment Method Provider or Payment Method Acquirer may terminate your ability to accept its Payment Method, at any time and for any reason, in which case you will no longer be able to accept the Payment Method under this Agreement.
- b. **Effects of Termination:** Upon termination, you agree to (i) complete all pending Transactions, (ii) stop accepting new Transactions, and (iii) immediately remove all toyyibPay and payment network logos from your website (unless permitted under a separate license with the payment network). If you terminate this Agreement, we will pay out any remaining funds owed to you in accordance with Section C.

In addition, upon termination you understand and agree that (i) all licenses granted to you by toyyibPay under this Agreement will end; (ii) subject to Section D.5, we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers; (iii) we will not be liable to you for compensation, reimbursement, or damages related to your use of the Services, or any termination or suspension of the Services or deletion of your information or account data; and (iv) you are still liable to us for any Fees or fines, or other financial obligation incurred by you or through your use of the Services prior to termination.

Section B: toyyibPay Technology

1. API and Dashboard

toyyibPay has developed and provides access to the API that may be used to access the Services. You may use the API solely as described in the Documentation to use the Services on websites and through the applications identified in your toyyibPay Account. You may manage your toyyibPay Account, connect with other service providers, and enable additional features through the toyyibPay management dashboard (“Dashboard”). toyyibPay will use the Dashboard to provide you with information about your toyyibPay Account. toyyibPay will also provide you with access to summary reports which will include all your toyyibPay Account activity, up to the most recent full day. The information may be provided in your language, and if not, it will be provided in English. Further detail about the information provided to you through the Dashboard is available in the Account Reporting section of the Documentation.

You may not use the API for any purpose, function, or feature not described in the Documentation or otherwise communicated to you by us. Due to the nature of the Services, we will update the API and Documentation

from time to time, and may add or remove functionality. We will provide you Notice in the event of material changes, deprecations, or removal of functionality from the API so that you may continue using the Services with minimal interruption.

We will make publishable and secret API keys for live and test Transactions available to you through the Dashboard. Publishable keys identify Transactions with your Customers, and secret keys permit any API call to your toyibPay Account. You are responsible for securing your secret keys — do not publish or share them with any unauthorized persons. Failure to secure your secret keys will increase the likelihood of fraud on your toyibPay Account and potential losses to you or your Customers. You should contact us immediately if you become aware of any unauthorized use of your secret key or any other breach of security regarding the Services. We provide more details on proper use of publishable and secret API keys in the Documentation. Information on securing your toyibPay Account is available in Section D.

2. Ownership of toyibPay IP

As between you and toyibPay, toyibPay and its licensors exclusively own all rights, title, and interest in the patents, copyrights (including rights in derivative works), moral rights, rights of publicity, trademarks or service marks, logos and designs, trade secrets, and other intellectual property embodied by, or contained in the API, Services, Dashboard, and Documentation (collectively, “toyibPay IP”) or any copies thereof. toyibPay IP is protected by copyright, trade secret, patent, and other intellectual property Laws, and all rights in toyibPay IP not expressly granted to you in this Agreement are reserved.

3. License

You are hereby granted a non-exclusive and non-transferable license to access and use the toyibPay IP strictly in the manner described in this Agreement. toyibPay does not sell to you, and you do not have the right to sublicense the toyibPay IP.

4. Content

You may use the Services to upload or publish text, images, and other content (collectively, “Content”) to your toyibPay Account and to third-party sites or applications but only if you agree to obtain the appropriate permissions and, if required, licenses to upload or publish any such Content using the Services. You agree to fully reimburse toyibPay for all fees, fines, losses, claims, and any other costs we may incur that arise from Content that you publish or upload through the Services, or claims that Content you publish or upload infringes the intellectual property, privacy, or other proprietary rights of others.

Section C: Payment Processing Services

1. Payment Processing Services Overview

toyibPay works with various toyibPay affiliates, Payment Method Providers and Payment Method Acquirers to provide you with access to the Payment Methods and Payment Processing Services. Where the Payment Processing Services enable you to submit Charges (as defined below), we may limit or refuse to process Charges for any Restricted Businesses, or for Charges submitted in violation of this Agreement.

Your use of a Payment Method may be subject to separate terms applicable to the Payment Method. See Section C.5 and Sections C.6 below for more detail.

2. Registering for Use of Payment Processing Services

Throughout the term of this Agreement, we may share information about your toyibPay Account with Payment Method Providers and Payment Method Acquirers in order to verify your eligibility to use the Payment Processing Services, establish any necessary accounts or credit with Payment Method Providers and Payment Method Acquirers, monitor Charges and other activity, and conduct risk management and compliance reviews. We may also share your Data (as that term is defined below) with Payment Method Providers and Payment Method Acquirers for the purpose of facilitating the compliance of toyibPay, the Payment Method Providers, and the Payment Method Acquirers with applicable Laws and Payment Method Rules. We will

review and may conduct further intermittent reviews of your toyyibPay Account information to determine that you are eligible to use the Payment Processing Services. toyyibPay's use of the information you provide to us under this Agreement is described in more detail in Section D.

3. Processing Transactions; Disputes, Refunds, Reversals

You may only submit Charges through the Payment Processing Services that are authorized by your Customers. To enable us to process Transactions for you, you authorize and direct us, our affiliates, the Payment Method Providers and Payment Method Acquirers to receive and settle any payment processing proceeds owed to you through the Payment Processing Services. You may not, other than as required by the Financial Services Terms or Payment Terms (each as defined below), grant or assign any interest in payment processing proceeds to any third party until such time as the payment processing proceeds are deposited into your Payout Account (as defined below). We will promptly update your toyyibPay Account balance to reflect any such proceeds that we receive on your behalf.

Except where toyyibPay and a Customer have otherwise agreed, you maintain the direct relationship with your Customers and are responsible for: (i) acquiring appropriate consent to submit Charges through the Payment Processing Services on their behalf; (ii) providing confirmation or receipts to Customers for each Charge; (iii) verifying Customers' identities; and (iv) determining a Customer's eligibility and authority to complete Transactions. However, even authorized Transactions may be subject to a Dispute. toyyibPay is not responsible for or liable to you for authorized and completed Charges that are later the subject of a Dispute, Refund, or Reversal, are submitted without authorization or in error, or violate any Laws.

You are immediately responsible to us for all Disputes, Refunds, Reversals, Returns, or Fines regardless of the reason or timing. We may decline to act upon a Refund instruction, or delay execution of the instruction, if: (i) it would cause your toyyibPay Account balance to become negative; (ii) you are the subject of Bankruptcy Proceedings; or (iii) where we otherwise believe that there is a risk that you will not meet your liabilities under this Agreement (including with respect to the Charge that is the subject of the Refund instruction).

You may have the ability to challenge a Dispute by submitting evidence through the API or the Dashboard. We may request additional information to provide to Payment Method Providers and Payment Method Acquirers to assist you in contesting the Dispute, but we provide no guarantee that your challenge will be successful. Payment Method Providers and Payment Method Acquirers may deny your challenge for any reason they deem appropriate. Where a challenge is entirely or partially successful, your toyyibPay Account will, subject to our exercise of our rights under Section C.9 below, be credited with the funds associated with the Charge that is the subject of the Dispute (or a portion thereof).

You are liable for all losses you incur when lost or stolen payment credentials or accounts are used to purchase products or services from you. toyyibPay does not and will not insure you against any losses caused by fraud under all circumstances. We provide the Security Controls described in this Section D.3 to help you mitigate the risk of fraud losses on your toyyibPay Account, and we strongly encourage you to review and use the Security Controls appropriate for your business.

A Reversal for a Charge may be issued if the Charge is made without the account owner's authorization or in connection with a Restricted Business, violates the applicable Payment Method Rules, or for other applicable reasons. If a Reversal is issued, we will provide you Notice and a description of the cause of the Reversal.

4. Responsibilities and Disclosures to Your Customers

When using the Payment Processing Services, you agree to: (i) accurately communicate, and not misrepresent, the nature of the Transaction, and the amount of the Charge in the appropriate currency prior to submitting it to the API; (ii) provide a receipt that accurately describes each Transaction to Customers; (iii) provide Customers a meaningful way to contact you in the event that the product or service is not provided as described; (iv) not use Services to sell products or services in a manner that is unfair or deceptive, exposes Customers to unreasonable risks, or does not disclose material terms of a purchase in advance, deal with Shariah prohibited products; and (v) inform Customers that toyyibPay and its affiliates process Transactions

(including payment Transactions) for you. You also agree to maintain and make available to your Customers a fair and neutral return, refund, cancellation, or adjustment policy, and clearly explain the process by which Customers can receive a Refund.

5. Payment Terms and Financial Services Terms

You authorise us to instruct our financial services providers to hold, receive, and disburse funds on your behalf; and to instruct such financial services providers as to how and when funds are transferred to you. You also authorise us to designate which financial services providers may hold settlement funds, on deposit and in trust, pending transfer of funds to you in accordance with the terms of this Agreement. A clearing account through which funds are settled will be maintained by a financial services provider, and transfers to you from this account will be a full and final payment by the financial services provider to you.

We may add or remove Payment Method Providers and Payment Method Acquirers at any time. The Payment Terms and Financial Services Terms may also be amended from time to time. Your continuing use of the Payment Processing Services constitutes your consent and agreement to such additions, removals and amendments.

6. Specific Payment Methods

- a. **Payment Cards:** When accepting payment card payments, you must comply with all applicable Network Rules, including the Network Rules specified by the Visa Rules and Regulations Rules specified by FPX, Visa U.S.A., Inc. and Visa International (“Visa”), and the Mastercard Rules specified by MasterCard International Incorporated (“Mastercard”). Collectively, FPX, Visa, Mastercard are referred to in this Agreement as the “Networks”.

The Network Rules state that you may only accept payments using payment cards for bona fide legal commercial transactions between you and your Customers for goods or services that are free of liens, claims, and encumbrances. You may only use payment network trademarks or service marks consistent with the Network Rules, and the Network Rules also limit your ability to discriminate by card type or charge surcharges for acceptance of payment cards.

The Networks may amend the Network Rules at any time without notice to you, and toyyibPay reserves the right to change the Payment Processing Services at any time to comply with the Network Rules. We may share with the Networks (and the Payment Method Acquirer) information you provide to us that we use to identify the nature of your products or services, including the assignment of your business activities to a particular payment network merchant category code (MCC).

Customers typically raise payment card network Disputes (also known as “chargebacks”) when a merchant fails to provide the product or service to the Customer, or where the payment card account holder did not authorize the Charge. High Dispute rates (typically those exceeding 1%) may result in your inability to use the Payment Processing Services. Failure to timely and effectively manage Disputes with your Customers may ultimately result in your inability to accept payment cards for your business.

When you accept payment card Transactions, Network Rules specifically prohibit you from (i) providing cash refunds for a Charge on a credit card, unless required by Laws, (ii) initiating a Refund more than five calendar days after issuing a credit to your Customer, (iii) accepting cash, its equivalent, or any other item of value for a Refund, (iv) acting as a payment facilitator, intermediary or aggregator, or otherwise reselling Payment Processing Services on behalf of others, (v) submitting what you believe or know to be a fraudulent Charge or a Charge that has not been authorized by the cardholder, (vi) submitting a Charge where the Transaction has not been completed or the goods or services have not been shipped or provided (except where the cardholder has paid a partial or full prepayment or the cardholder’s consent is obtained for a recurring transaction), (vii) splitting Transactions into multiple Charges unless certain criteria are met, or (viii) using Payment Processing Services in a manner that is an abuse of the payment card networks or a violation of the Network Rules.

If it proven that you misuse the Payment Processing Services for payment card Transactions or engage in activity the Networks identify as damaging to their brand, or if we are required to do so by the Network

Rules, we may submit information about you, Representatives, your beneficial owners and principals, and other individuals associated with your toyyibPay Account, to the MATCH terminated merchant listing maintained by Mastercard and accessed and updated by Visa, or to the Consortium Merchant Negative File maintained by Discover. Addition to one of these lists may result in your inability to accept payments from payment cards. You understand and consent to our sharing this information and to the listing itself, and you will fully reimburse us for any losses we incur from third-party claims, and you waive your rights to bring any direct claims against us that result from such reporting. Our reporting of information under this paragraph is separate from any other right that we may exercise under this Agreement, and we may separately terminate this Agreement or suspend your toyyibPay Account due to the misuse or damaging activity that caused us to make the report.

If you engage a third party processor to create and deliver a payment card transaction directly to the payment card network, then you may be able to specify that the transaction will be cleared and settled by toyyibPay via our Payment Processing Services. If you intend to make use of this service with respect to the toyyibPay Payment Processing Services, you first must notify us. If you engage a third party to deliver this service, and you are permitted to designate toyyibPay in this manner, then you take the risk of the third party properly delivering the transaction to the payment card network. You understand and agree that toyyibPay will only clear and settle to you funds for transactions that are actually received by the payment card network. You further assume responsibility for any failure by such third party to comply with the applicable Network Rules.

7. Settlement and Payout Schedule

- a. Your Payout Account: toyyibPay will, with its banking partners, arrange to settle funds to the bank or other financial institution account that you designate (your “Payout Account”). You affirm that you are authorized to initiate settlements to and debits from the Payout Account, and that the Payout Account is owned by you, and administered and managed by a financial institution located in Malaysia. If you update your Payout Account (including via the Dashboard) then you must ensure that you continue to comply with the requirements of this section. We may require you to provide us with documentary proof demonstrating your compliance with this section, and your failure to provide such proof will constitute a breach of this Agreement.
- b. Settlement to Your Payout Account: A positive balance in your toyyibPay Account will result in settlement to your Payout Account and a negative balance in your toyyibPay Account will result in a deduction, set-off and/or debit of the amounts owed in accordance with Section C.9 below. We may reduce the amount settled to your Payout Account by the amount of Fees, Fines, and amounts owed to us for any reason.
- c. Payout Schedule: The term “Payout Schedule” refers to the time it takes for us to initiate settlement to your Payout Account. Your Payout Schedule is specified in the Dashboard. toyyibPay may require a holding period before making initial settlement to the Payout Account. After the initial settlement of funds, we will settle funds to the Payout Account according to the Payout Schedule; however, please be aware that a Payment Method Provider, a Payment Method Acquirer, or the financial institution holding your Payout Account, may delay settlement for any reason. We are not responsible for any action taken by the institution holding your Payout Account to not credit the Payout Account or to otherwise not make funds available to you as you expected.

We reserve the right to change the Payout Schedule or to suspend settlement to you. This may be caused by the following: (i) where there are pending, anticipated, or excessive Disputes, Refunds, or Reversals; (ii) in the event that we suspect or become aware of suspicious activity; or (iii) where we are required by Law or court order. We reserve the rights to withhold settlement to your Payout Account upon termination of this Agreement if we reasonably determine that we may incur losses resulting from credit, fraud, or other legal risks associated with your toyyibPay Account. If we exercise our right to withhold a Payout for any reason, we will communicate the general reason for withholding the Payout and give you a timeline for releasing the funds.

- d. Incorrect Settlement: You are responsible to ensure that any information about the Payout Accounts that you provide to us is accurate and complete. If you provide us with incorrect information (i) you understand that funds may be settled to the wrong account and that we may not be able to recover the funds from such incorrect transactions and (ii) you agree that you are solely responsible for any losses you or third parties incur due to erroneous settlement transactions, you will not make any claims against us related to such erroneous settlement transactions, and you will fully reimburse us for any losses we incur.

8. Clearing Funds and Reserves

In certain circumstances, we may require you to place funds in reserve or to impose conditions on the release of funds (each a “Reserve”). We may impose a Reserve on you for any reason if we determine that the risk of loss to toyyibPay, Customers, or others associated with your toyyibPay Account is higher than normal. For example, we may hold a Reserve if: (i) your or your Customers’ activities increase the risk of loss to us or to your Customers, (ii) you have violated or are likely to violate this Agreement, or (iii) your toyyibPay Account has an elevated or abnormally high number of Disputes. If we impose a Reserve, we will establish the terms of the Reserve and provide you Notice of the amount, timing, and conditions upon which the funds in the Reserve will be released to you. In many cases, the Reserve amount will be the entire amount of Charges processed using the Payment Processing Services. We may change or condition the terms of the Reserve based on our continuous assessment and understanding of the risks associated with your toyyibPay Account, if required to do so by Payment Method Providers or Payment Method Acquirers, or for any other reason. We

may fund the Reserve with funds processed through your use of Payment Processing Services, by debiting the Payout Account or another bank account associated with your toyyibPay Account, or by requesting funds directly from you.

9. Reconciliation and Error Notification

The Dashboard contains details of Charges, Charge history, and other activity on your toyyibPay Account. Except as required by Law, you are solely responsible for reconciling the information in the Dashboard generated by your use of Payment Processing Services with your records of Customer Transactions, and for identifying any errors. You are solely responsible to review your toyyibPay Account and immediately notify us of any errors. We will investigate any reported errors, including any errors made by toyyibPay or a Payment Method Provider, and, when appropriate, attempt to rectify them by crediting or debiting the Payout Account identified in the Dashboard. However, please be aware that your ability to recover funds you lost due to an error may be very limited or impossible, particularly if toyyibPay did not cause the error, or if funds are no longer available in any Payout Account. For Transaction errors, we will work with you and our Payment Method Providers to correct a Transaction error in accordance with the applicable Payment Method Rules. If you fail to communicate a Transaction error to us for our review without undue delay and, in any event, within 60 days after you discovered it and flagged it in the Dashboard, you waive your right to make any claim against us or our Payment Method Providers for any amounts associated with the error.

10. Dormant Accounts

If you leave any funds dormant in a toyyibPay Account i.e. not active for at least seven (7) years, and you do not give us instructions where to send them, we may be required by Law to deem the funds to be abandoned by you, and to deliver them to various government agencies. To the extent required by Law, we will attempt to provide you Notice if we hold funds payable to you in an account beyond the applicable dormancy period for abandoned property. If we are unable to contact you or you did not reply to our written notice within thirty (30) days, we will treat the funds in your toyyibPay Account to be abandoned, and will deliver them to the appropriate government authority.

Section D: Data Usage, Privacy, and Security

1. Data Usage Overview

toyyibPay processes, analyzes, and manages Data to: (a) provide Services to you, other toyyibPay users, and Customers; (b) mitigate fraud, financial loss, or other harm to users, Customers and toyyibPay; and (c) analyze, develop and improve our products, systems, and tools. toyyibPay provides Data to third-party service providers, including Payment Method Providers, Payment Method Acquirers, and their respective affiliates, as well as to toyyibPay's affiliates, to allow us to provide Services to you and other users. We do not provide Personal Data to unaffiliated parties for marketing their products to you. You understand and consent to toyyibPay's use of Data for the purposes and in a manner consistent with this Section D.

2. Data Protection and Privacy

- a. Confidentiality: toyyibPay will only use User Data as permitted by this Agreement, by other agreements between you and us, or as otherwise directed or authorized by you. You will protect all Data you receive through the Services, and you may not disclose or distribute any such Data, and you will only use such Data in conjunction with the Services and as permitted by this Agreement or by other agreements between you and us. Neither party may use any Personal Data to market to Customers unless it has received the express consent from a specific Customer to do so. You may not disclose Payment Data to others except in connection with processing Transactions requested by Customers and consistent with applicable Laws and Payment Method Rules.
- b. Privacy: Protection of Personal Data is very important to us. Our Privacy Policy explains how and for what purposes we collect, use, retain, disclose, and safeguard the Personal Data you provide to us. You agree to the terms of our Privacy Policy, which we update from time to time.

You affirm that you are now and will continue to be compliant with all applicable Laws governing the privacy, protection, and your use of Data that you provide to us or access through your use of the Services. You also affirm that you have obtained all necessary rights and consents under applicable Laws to disclose to toyyibPay – or allow toyyibPay to collect, use, retain, and disclose – any Personal Data that you provide to us or authorize us to collect, including Data that we may collect directly from Customers using cookies or other similar means. As may be required by Law and in connection with this Agreement, you are solely responsible for disclosing to Customers that toyyibPay processes Transactions (including payment Transactions) for you and may receive Personal Data from you. Additionally, where required by Law or Payment Method Rules, we may delete or disconnect a Customer’s Personal Data from your toyyibPay Account when requested to do so by the Customer.

toyyibPay will provide some or all of the Service from systems located within or other countries outside of Malaysia. As such, it is your obligation to disclose to your customers that Data may be transferred, processed and stored outside of Malaysia and, as set forth in our Privacy Policy, may be subject to disclosure as required by applicable Laws, and to obtain from your customers all necessary consents under applicable Laws in relation to the foregoing.

If we become aware of an unauthorized acquisition, disclosure or loss of Customer Personal Data on our systems, we will notify you consistent with our obligations under applicable Law. We will also notify you and provide you sufficient information regarding the unauthorized acquisition, disclosure or loss to help you mitigate any negative impact on the Customer.

- c. Data Processing. toyyibPay will at all times comply with the provisions of applicable data protection law. If toyyibPay processes any Personal Data on your behalf when performing our obligations under this Agreement, toyyibPay and you both agree that it is intended that you shall be the data user and we shall be the data processor in relation to that data. We shall process the Personal Data only in accordance with the terms of this Agreement, and we will: (i) implement appropriate technical and organizational measures to protect the Personal Data that we process; and (ii) not retain Personal Data for longer than necessary in order to fulfill the purposes set out in this Agreement. As data processor, toyyibPay may appoint sub-processors for parts of its processing of Personal Data, provided however, that the sub-processor assumes the same obligations as are imposed on toyyibPay as data processor.

You acknowledge that toyyibPay is reliant on you for direction as to the extent to which we are entitled to use and process the Personal Data that you provide to us. Consequently, we will not be liable for any claim brought by a data subject arising from any action or omission by us, to the extent that such action or omission resulted from your instructions.

- d. Data Requests. We will notify you (within a reasonable time frame) if we receive a request from a person to have access to that person’s Personal Data, a complaint or request relating to your obligations under applicable data protection Laws, or any other communication relating directly to the processing of any Personal Data in connection with this Agreement.

toyyibPay will provide you with reasonable co-operation and assistance in relation to any complaint or request made in respect of any Personal Data processed by us on your behalf, including by providing you with details of the complaint or request, complying with any data subject access, rectification or deletion requests (within the relevant timescales set out in applicable data protection legislation) and providing you with any Personal Data we hold in relation to a person making a complaint or request (again, within a reasonable timescale).

3. Security and Fraud Controls

- a. toyyibPay’s Security: toyyibPay is responsible for protecting the security of Data in our possession. We will maintain commercially reasonable administrative, technical, and physical procedures to protect User Data and Personal Data stored in our servers from unauthorized access, accidental loss, modification, or breach, and we will comply with applicable Laws and Payment Method Rules when we handle User and Personal Data. You provide User Data and Personal Data to toyyibPay with the understanding that any security measures we provide may not be appropriate or adequate for your business, and you agree to implement

Security Controls (as defined below) and any additional controls that meet your specific requirements. In our sole discretion, we may take any action, including suspension of your toyyibPay Account, to maintain the integrity and security of the Services or Data, or to prevent harm to you, us, Customers, or others. You waive any right to make a claim against us for losses you incur that may result from such actions we may take to prevent such harm.

- b. **Your Security:** You are solely responsible for the security of any Data on your website, your servers, in your possession, or that you are otherwise authorized to access or handle. You will comply with applicable Laws and Payment Method Rules when handling or maintaining User Data and Personal Data, and will provide evidence of your compliance to us upon our request. If you do not provide evidence of such compliance to our satisfaction, we may suspend your toyyibPay Account or terminate this Agreement.
- c. **Security Controls:** You are responsible for assessing the security requirements of your business, and selecting and implementing security procedures and controls (“Security Controls”) appropriate to mitigate your exposure to security incidents. We may provide Security Controls as part of the Services, or suggest that you implement specific Security Controls. However, your responsibility for securing your business is not diminished by any Security Controls that we provide or suggest, and if you believe that the Security Controls we provide are insufficient, then you must separately implement additional controls that meet your requirements.
- d. **Fraud Risk:** toyyibPay does not provide any guarantee that you or Customers will not become victims of fraud. Any Security Controls we provide or suggest may include processes or applications developed by toyyibPay, its affiliates, or other companies. You agree to review all the Security Controls we suggest and choose those that are appropriate for your business to protect against unauthorized Transactions and, if appropriate for your business, independently implement other security procedures and controls not provided by us. If you disable or fail to properly use Security Controls, you will increase the likelihood of unauthorized Transactions, Disputes, fraud, losses, and other similar occurrences.

The Payment Method Rules describe certain situations (e.g. where you have submitted a Transaction that fully complies with 3-D Secure specification) where you will not be held liable for unauthorized Transactions. However, if you do not fall within such a situation, you are solely responsible for losses you incur from the use of lost or stolen payment credentials or accounts by fraudsters who engage in fraudulent Transactions with you, including any related Disputes. We may assist you with recovering lost funds, but you are solely responsible for losses due to lost or stolen credentials or accounts, compromise of your username or password, changes to your Payout Account, and any other unauthorized use or modification of your toyyibPay Account. toyyibPay is not liable or responsible to you and you waive any right to bring a claim against us for any losses that result from the use of lost or stolen credentials or unauthorized use or modification of your toyyibPay Account, unless such losses result from toyyibPay’s willful or intentional actions. Further, you will fully reimburse us for any losses we incur that result from the use of lost or stolen credentials or accounts.

We may also provide you with Data regarding the possibility or likelihood that a Transaction may be fraudulent. We may incorporate any subsequent action or inaction by you into our fraud model, for the purpose of identifying future potential fraud. You understand that we provide this Data to you for your consideration, but that you are ultimately responsible for any actions you choose to take or not take in relation to such Data.

Section E: Additional Legal Terms

1. Right to Amend

toyyibPay have the right to change or add to the terms of this Agreement at any time, and to change, delete, discontinue, or impose conditions on use of the Services by posting such changes on our website or through any other reasonable means of communication. We will provide you with Notice of any changes through the Dashboard, via email, or other reasonable means. If you are an existing toyyibPay user, the changes will come into effect 10 days after we post the changes to our website, and your continued use of the Services, API, or Data after we publish any such changes on our website, constitutes your acceptance of the terms of the

modified Agreement. You can access a copy of the current terms of this Agreement on our website at any time. If you do not accept a change to this Agreement, you must terminate the Agreement by closing your toyyibPay Account before the change takes effect.

2. Assignment

You may not assign this Agreement, any rights or licenses granted in this Agreement, or operation of your toyyibPay Account to others without our prior written consent. If you wish to make such an assignment, please contact us. If we consent to the assignment, the assignee must agree to assume all of your rights and obligations owed by you related to the assignment, and must agree to comply with the terms of this Agreement. toyyibPay may assign this Agreement without your consent or any other restriction. If we make an assignment, we will provide reasonable Notice to you.

3. Right to Audit

If we believe that a security breach, leak, loss, or compromise of Data has occurred on your systems, website, or app affecting your compliance with this Agreement, we may require you to permit a third-party auditor approved by us to conduct a security audit of your systems and facilities, and you must fully cooperate with any requests for information or assistance that the auditor makes to you as part of the security audit. The auditor will issue a report to us which we may share with our Payment Method Providers and Payment Methods Acquirers.

4. No Agency; Third-Party Services

Nothing in this Agreement serves to establish a partnership, joint venture, or other agency relationship between you and us, or with any Payment Method Provider. Each party to this Agreement, and each Payment Method Provider, is an independent contractor. such an ability.

5. Force Majeure

Neither party will be liable for any delays in processing or other non-performance caused by telecommunications, utility, failures, or equipment failures; labour strife, riots, war, pandemic, or terrorist attacks; non-performance of our vendors or suppliers, fires or acts of nature; or any other event over which the respective party has no reasonable control. However, nothing in this section will affect or excuse your liabilities or your obligation to pay Fees, Fines, Disputes, Refunds, Reversals, or Returns under this Agreement.

6. Your Liability For Third-Party Claims Against Us

Without limiting, and in addition to, any other obligation that you may owe under this Agreement, you are at all times responsible for the acts and omissions of your employees, contractors and agents, to the extent such persons are acting within the scope of their relationship with you.

You agree to defend toyyibPay, our affiliates, and their respective employees, agents, and service providers (each a “toyyibPay Entity”) against any claim, suit, demand, loss, liability, damage, action, or proceeding (each, a “Claim”) brought by a third party against a toyyibPay Entity, and you agree to fully reimburse the toyyibPay Entities for any Claims that results from: (i) your breach of any provision of this Agreement; (ii) any Fees, Fines, Disputes, Refunds, Reversals, Returns, or any other liability we incur that results from your use of the Payment Processing Services; (iii) negligent or willful misconduct of your employees, contractors, or agents; or (iv) contractual or other relationships between you and Customers.

Important Note for Sole Proprietors and Individual Traders: If you are using Services as a sole proprietor or individual trader, please keep in mind that the Law and the terms of this Agreement consider you and your business to be legally one and the same. You are personally responsible and liable for your use of the Services, payment of Fees, Refunds, Reversals, Fines, losses based on Disputes or fraud, or for any other amounts you owe under this Agreement for your failure to use Security Controls, and for all other obligations to us and to your Customers. You risk personal financial loss if you fail to pay any amounts owed. Please take the time to read our Documentation and take any measures appropriate to protect against such losses.

7. Representations and Warranties

By accepting the terms of this Agreement, you represent and warrant that: (a) you are eligible to register and use the Services and have the authority to execute and perform the obligations required by this Agreement; (b) any information you provide us about your business, products, or services is accurate and complete; (c) any Charges represent a Transaction for permitted products, services, or donations, and any related information accurately describes the Transaction; (d) you will fulfill all of your obligations to Customers and will resolve all Disputes with them; (e) you will comply with all Laws applicable to your business and use of the Services; (f) your employees, contractors and agents will at all times act consistently with the terms of this Agreement; (g) you will not use Payment Processing Services for personal, family or household purposes, for peer-to-peer money transmission, or (except in the normal course of business) intercompany Transactions; and (toyyibPay) you will not use the Services, directly or indirectly, for any fraudulent or illegal undertaking, or in any manner that interferes with the normal operation of the Services.

8. No Warranties

WE PROVIDE THE SERVICES AND TOYYIBPAY IP “AS IS” AND “AS AVAILABLE”, WITHOUT ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY OTHER TYPE OF WARRANTY OR GUARANTEE. NO DATA, DOCUMENTATION OR ANY OTHER INFORMATION PROVIDED BY TOYYIBPAY OR OBTAINED BY YOU FROM OR THROUGH THE SERVICES – WHETHER FROM TOYYIBPAY OR ANOTHER TOYYIBPAY ENTITY, AND WHETHER ORAL OR WRITTEN – CREATES OR IMPLIES ANY WARRANTY FROM A TOYYIBPAY ENTITY TO YOU.

YOU AFFIRM THAT NO TOYYIBPAY ENTITY CONTROLS THE PRODUCTS OR SERVICES THAT YOU OFFER OR SELL OR THAT YOUR CUSTOMERS PURCHASE USING THE PAYMENT PROCESSING SERVICES. YOU UNDERSTAND THAT WE CANNOT GUARANTEE AND WE DISCLAIM ANY KNOWLEDGE THAT YOUR CUSTOMERS POSSESS THE AUTHORITY TO MAKE, OR WILL COMPLETE, ANY TRANSACTION.

THE TOYYIBPAY ENTITIES DISCLAIM ANY KNOWLEDGE OF, AND DO NOT GUARANTEE: (a) THE ACCURACY, RELIABILITY, OR CORRECTNESS OF ANY DATA PROVIDED THROUGH THE SERVICES; (b) THAT THE SERVICES WILL MEET YOUR SPECIFIC BUSINESS NEEDS OR REQUIREMENTS; (c) THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR WILL FUNCTION IN AN UNINTERRUPTED MANNER OR BE SECURE; (d) THAT TOYYIBPAY WILL CORRECT ANY DEFECTS OR ERRORS IN THE SERVICE, API, DOCUMENTATION, OR DATA; OR (e) THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL CODE. USE OF DATA YOU ACCESS OR DOWNLOAD THROUGH THE SERVICES IS DONE AT YOUR OWN RISK – YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, LOSS OF DATA, OR ANY OTHER LOSS THAT RESULTS FROM SUCH ACCESS OR DOWNLOAD. YOU UNDERSTAND THAT THE TOYYIBPAY ENTITIES MAKE NO GUARANTEES TO YOU REGARDING TRANSACTION PROCESSING TIMES OR PAYOUT SCHEDULES.

NOTHING IN THIS AGREEMENT OPERATES TO EXCLUDE, RESTRICT OR MODIFY THE APPLICATION OF ANY IMPLIED CONDITION, WARRANTY OR GUARANTEE, OR THE EXERCISE OF ANY RIGHT OR REMEDY, OR THE IMPOSITION OF ANY LIABILITY UNDER LAW WHERE TO DO SO WOULD: (A) CONTRAVENE THAT LAW; OR (B) CAUSE ANY TERM OF THIS AGREEMENT TO BE VOID.

9. Limitation of Liability

Under no circumstances will any toyyibPay Entity be responsible or liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages resulting from your use or inability to use the Services or for the unavailability of the Services, for lost profits, personal injury, or property damage, or for any other damages arising out of, in connection with, or relating to this Agreement or your use of the Services, even if such damages are foreseeable, and whether or not you or the toyyibPay Entities have been advised of the possibility of such damages. The toyyibPay Entities are not liable, and deny responsibility for, any damages, harm, or losses to you arising from or relating to hacking, tampering, or other unauthorized access

or use of the Services, your toyyibPay Account, or Data, or your failure to use or implement anti-fraud measures, Security Controls, or any other data security measure. The toyyibPay Entities further deny responsibility for all liability and damages to you or others caused by (a) your access or use of the Services inconsistent with the Documentation; (b) any unauthorized access of servers, infrastructure, or Data used in connection with the Services; (c) interruptions to or cessation of the Services; (d) any bugs, viruses, or other harmful code that may be transmitted to or through the Services; (e) any errors, inaccuracies, omissions, or losses in or to any Data provided to us; (f) third-party content provided by you; or (g) the defamatory, offensive, or illegal conduct of others.

You agree to limit any additional liability not disclaimed or denied by the toyyibPay Entities under this Agreement to your direct and documented damages; and you further agree that under no circumstances will any such liability exceed in the aggregate the amount of Fees paid by you to toyyibPay during the three-month period immediately preceding the event that gave rise to your claim for damages.

These limitations on our liability to you will apply regardless of the legal theory on which your claim is based, including contract, tort (including negligence), strict liability, or any other theory or basis.

10. Responding to Legal Process

toyyibPay may respond to and comply with any writ of attachment, lien, levy, subpoena, warrant, or other legal order (“Legal Process”) that we believe to be valid. We or any Payment Method Provider (including, where applicable, the Payment Method Acquirer for the Payment Method) may deliver or hold any funds or, subject to the terms of our Privacy Policy, any Data as required under such Legal Process, even if you are receiving funds or Data on behalf of other parties. Where permitted by Law, we will make reasonable efforts to provide you Notice of such Legal Process by sending a copy to the email address we have on file for you. toyyibPay is not responsible for any losses, whether direct or indirect, that you may incur as a result of our response or compliance with a Legal Process.

11. Dispute Resolution; Agreement to Arbitrate

Any dispute, controversy or claim arising out of or relating to this contract, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration administered by the Asian International Arbitration Centre (Malaysia) (“AIAC”) in accordance with the Arbitration Rules of the AIAC for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one arbitrator. Unless the parties agree upon an arbitrator, either party may request a nomination from the Director of the AIAC. The place of the arbitration will be Malaysia. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

This Agreement and the rights of the parties hereunder shall be governed and construed in accordance with the laws of Malaysia, exclusive of conflict or choice of law rules. Nothing in this section will preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

12. Entire Agreement

This Agreement and all policies and procedures that are incorporated by reference constitute the entire agreement between you and toyyibPay for provision and use of the Services. Except where expressly stated otherwise in a writing executed between you and toyyibPay, this Agreement will prevail over any conflicting policy or agreement for the provision or use of the Services. This Agreement sets forth your exclusive remedies with respect to the Services. If any provision or portion of this Agreement is held to be invalid or unenforceable under Law, then it will be reformed and interpreted to accomplish the objectives of such provision to the greatest extent possible, and all remaining provisions will continue in full force and effect.

13. Cumulative Rights, Construction, Waiver

The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement, along with all other rights and remedies available to it at Law,

in equity or under the Payment Method Rules. No provision of this Agreement will be construed against any party on the basis of that party being the drafter. Unless expressly stated otherwise, the use of the term “including” or “such as” is not to be interpreted as limiting the generality of the text preceding the term. The failure of either party to enforce any provision of this Agreement will not constitute a waiver of that party’s rights to subsequently enforce the provision.

14. Survival

All provisions of this Agreement that give rise to a party’s ongoing obligation will survive termination of this Agreement, including Sections A.3 (“Your Relationship with Your Customers”), A.6 (“Taxes and Other Expenses”), A.7 (“Service Requirements, Limitations and Restrictions”), A.8 (“Suspicion of Unauthorized or Illegal Use”), A.9 (“Disclosures and Notices; Electronic Signature Consent”), A.10.b (“Effects of Termination”), B.2 (“Ownership of toyyibPay IP”), C.6 (“Specific Payment Methods”), C.7 (“Settlement and Payout Schedule”), C.8 (“Clearing Funds and Reserves”), C.9 (“Security Interests, Collection, and Set-Off Rights”), C.10 (“Reconciliation and Error Notification”), C.11 (“Dormant Accounts”), D.3 (“Security and Fraud Controls”), D.4 (“Your Use of Data with toyyibPay Connect and toyyibPay Relay”), D.5 (“Provision of Payment Account Details upon Termination”), E.4 (“No Agency; Third-Party Services”), E.5 (“Force Majeure”), E.6 (“Your Liability for Third-Party Claims Against Us”), E.7 (“Representations and Warranties”), E.8 (“No Warranties”), E.9 (“Limitation of Liability”), E.10 (“Responding to Legal Process”), E.11 (“Dispute Resolution; Agreement to Arbitrate”), E.12 (“Entire Agreement”), E.13 (“Cumulative Rights, Construction, Waiver”) and E.14 (“Survival”); and any related terms in the Agreement.

Last Updated: 13 September 2021