



# TERMS OF SERVICE AGREEMENT

Last Updated: 15 January 2025

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 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 Terms of Service Agreement (the "Agreement") is a legal agreement by and between toyyibPay Sdn. Bhd. [Company No: 201901024255 (1333584-H)], a private company limited by shares incorporated in Malaysia under the Companies Act 2016, with its principal place of business located at No. 11, Jalan Tasik Selatan 3, Metro Centre, Bandar Tasik Selatan, 57000 Kuala Lumpur, Malaysia ("toyyibPay"), and the person with registered identity, or a registered company, or a registered organisation under the constitution of Malaysia that uses the toyyibPay Platform or Services ("User"). The parties to this Agreement may be referred to as the "parties", or a "party" as appropriate.

## Definitions

1. "Platform" refers to a collection of websites, mobile applications, APIs, and Webhooks developed and/or acquired by toyyibPay, which allow Users to accept, manage, and analyse Transactions, generate reports, and perform other financial Transactions. The Platform also includes other tools and resources that enable Users to integrate it into their own websites and applications for seamless payment processing.
2. "API" or "Webhook" refers to a technology that allows the Platform to communicate with other systems or services, enabling the User to integrate the Platform into their websites or applications and perform various function.
3. "Services" refers to the various tools and resources provided by toyyibPay to the User, including Payment Processing, Settlement, Reimbursement, customer support, and other services offered by toyyibPay through the Platform. These services enable the User to accept, manage, and analyse Transactions, generate reports, and perform other financial Transactions as part of their use of the Platform.



4. "Data" refers to the information that is transmitted, communicated, or accessible through the Platform or the Services, including User Data, Payment Data, Transaction Data, Personal Data, toyyibPay Data, and any other data used with the Services to perform Payment Processing or other financial Transactions.
5. "Customer" refers to any entity that receives products, services, goods, or benefits from the User as a result of or in connection with the use of the toyyibPay Platform and Services.
6. "Transaction" refers to the exchange of funds for goods or services between the Customer and the User through the use of the toyyibPay Platform and Services. This includes any related activities such as refunds, reversals, disputes, and other similar transactions.
7. "Fee" refers to any charge or cost incurred by the User for the use of toyyibPay Platform and Services, including but not limited to transaction fees, withdrawal fees, and other applicable charges as determined by toyyibPay in its sole discretion."
8. "Settlement" refers to the transfer of the net amount of the sale or donation, which is the Transaction amount minus any applicable fees, charges, or discount rates, from toyyibPay or a Third-party payment processor.
9. "Reimbursement" refers to the process of transferring funds from toyyibPay or a Third-party payment processor back to the User's bank account, typically due to a refund, dispute resolution, or other similar circumstances. The amount of reimbursement may include the original charged amount and any associated fees, such as transaction fees or chargeback fees."
10. "Refund" refers to an instruction initiated by the User to return funds to the Customer for an existing charge. Refunds may be issued for various reasons, such as cancellations, returns, or dissatisfaction with the goods or services provided by the User. The amount of the refund may include the original charged amount and any associated fees, such as transaction fees or chargeback fees.
11. "Chargeback" refers to a dispute initiated by the Customer with the bank or other Financial Institution for the return of funds for an existing charge. The chargeback process is governed by the applicable bank or other Financial Institution rules and may result in the funds being returned to the Customer, deducted from the User's account, and accompanied by fees or penalties. Chargebacks may be initiated for various reasons, including unauthorized transactions, fraudulent activities, or issues with the goods or services provided by the User.
12. "Credit" refers to virtual Credit or a monetary value represented as an amount of Credit which is allotted and matched the amount reloaded ("top-up") by the User purchased from toyyibPay. The Credit may be



used to be transferred to other users, purchase Prepaid or withdraw the Credit and receive their monetary value.

13. "Prepaid" refers to a monetary value allotted and matched to the amount reloaded ("top-up") by the User to their Prepaid balance, which may be used to offset the Transaction Fee incurred by the User on the toyyibPay Platform.
14. "Third-party" refers to any person, organization, or entity not directly bound by the agreement between the User and toyyibPay but involved in the provision or use of the toyyibPay Platform and Services.
15. "Business Day" means any day (excluding Saturdays, Sundays, federal holidays, and special holidays where toyyibPay declares its office closed) on which banks in Kuala Lumpur, Malaysia are open for business.
16. "Calendar Day" means any day shown on the calendar beginning at 00:00 and ending at 23:59, including Saturdays, Sundays, federal holidays, and special holidays.
17. "Financial Institution" means any organization licensed by Bank Negara Malaysia that is engaged by the relevant Party for the fulfilment of toyyibPay Services.

#### **Section A: General Terms.**

1. **Acceptance of Terms:** The User may only register with toyyibPay and use its Services if the User agrees to be bound by the terms and conditions of this Agreement. If the User does not agree to the terms of this Agreement, the User shall not register with or use the Services provided by toyyibPay. By accessing the toyyibPay Platform or using its Services, the User acknowledges that they have read and agree to be bound by the terms of this Agreement. The headings used in this Agreement are for convenience only and do not affect the interpretation of this Agreement.
2. **Assignment:** The User may not assign or transfer this Agreement, by operation of law or otherwise, without prior written consent of toyyibPay. Any attempt by the User to assign or transfer this Agreement without such consent will be null and of no effect. toyyibPay may assign or transfer this Agreement, in whole or in part, without restriction.
3. **No Agency:** No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Agreement.
4. **Use of Platform and Services:**
  - i. The User acknowledges and agrees to use the toyyibPay Platform and Services of toyyibPay solely for lawful purposes, in compliance with this Agreement, and in accordance with all applicable



laws, regulations, the constitution of Malaysia, and Islamic Sharia Law. The User further agrees not to engage in any conduct that violates any laws or regulations, including but not limited to those related to money laundering, fraud, terrorism, or any other criminal activity.

- ii. The User agrees not to allow or enable others to:
  - a. Access or attempt to access non-public toyyibPay Platform and Services or Data;
  - b. Copy, reproduce, republish, upload, post, transmit, resell, or distribute any Data, content, or any part of the toyyibPay Platform and Services, Documentation, or website except as expressly permitted by applicable laws;
  - c. Act as a service bureau or pass-through agent for the toyyibPay Platform and Services with no added value to the Customer;
  - d. Transfer any rights granted under this Agreement;
  - e. Work around any of the technical limitations of the toyyibPay Platform and Services or enable functionality that is disabled or prohibited;
  - f. Reverse engineer or attempt to reverse engineer the toyyibPay Platform and Services except as expressly permitted by laws;
  - g. Perform or attempt to perform any actions that would interfere with the normal operation of the toyyibPay Platform and Services or affect use of the toyyibPay Platform and Services by other users; or
  - h. Impose an unreasonable or disproportionately large load on the toyyibPay Platform and Services.
- iii. The User also acknowledges and agrees to ensure that the goods and services sold through the toyyibPay Platform and Services are not prohibited under any Sharia principles. In addition, the following business activities and Transactions are non-Sharia compliant and are not allowed to use the toyyibPay Platform and Services:
  - a. Liquor and liquor-related activities
  - b. Gambling
  - c. Pornography / Non- Sharia compliant entertainment
  - d. Tobacco and tobacco-related activities; Electronic cigarettes-electronic cigarettes activities
  - e. Pork and pork-related activities
  - f. Prostitution and prostitution-related activities
  - g. Interest-based lending, stock broking, pawn broking and conventional insurance activities
  - h. Interest income from conventional accounts and instruments/platform
  - i. Idols, statues, and non-Islamic worshipping place-related activities
  - j. Online forex trading (individual) or related activities.
  - k. Scam/Fraud activities
  - l. Other activities non-compliant according to Sharia, which are subject to further checking time by time from Sharia compliance officer.



5. **Confidentiality:** The User agrees not to disclose any confidential or proprietary information of toyyibPay, including without limitation, any non-public business, technical, or financial information, to any Third-party without the prior written consent of toyyibPay. The User further agrees to use any confidential or proprietary information of toyyibPay solely for the purposes of using the toyyibPay Platform and Services.
6. **Privacy:** toyyibPay is committed to protecting the privacy of its Users. Any personal information collected by toyyibPay will be used in accordance with Privacy Policy of toyyibPay. The User hereby consents to the collection, use, and disclosure of their personal or organisational information as described in the Privacy Policy.
7. **Intellectual Property:** All content on the toyyibPay Platform, including but not limited to text, graphics, logos, images, and software, is the property of toyyibPay or its licensors and is protected by copyright and other intellectual property laws. User may not reproduce, distribute, or create derivative works from the toyyibPay Platform or its content without the express written permission of toyyibPay.
8. **Payment Processing:** toyyibPay operates its payment platform by riding on services provided by Third-party payment processors, which allows the Users to process Transactions through the toyyibPay platform. While toyyibPay will make reasonable efforts to resolve any issues that arise with the Third-party payment processor, the users agrees that toyyibPay shall not be responsible for any damages or losses caused by any errors or delays in processing Transactions through the provided services.
9. **Support:** toyyibPay will make best efforts to support the User through its customer support channel, available every day except on Public Holidays as gazetted for the Federal Territory of Kuala Lumpur, which may have a different support schedule. Certain issues may require further checking, troubleshooting, or additional processes to be resolved, which may take longer than expected time. The User acknowledges and agrees that toyyibPay will use reasonable efforts to resolve issues in a timely manner but makes no guarantee or warranty regarding the time frame for issue resolution.
10. **User-Generated Content:** By submitting or uploading any content to the toyyibPay Platform or Services, the User agrees that such content becomes the property of toyyibPay, and grants toyyibPay an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content, in whole or in part, in any form, format, or media, now known or hereafter developed. The User also agrees that toyyibPay may use the content for any lawful purpose, including but not limited to marketing, advertising, and promotional activities, without any obligation to compensate or provide attribution to the User. The User further represents and warrants that they have all necessary rights and permissions to grant the foregoing license and that their content does not infringe any intellectual property rights, privacy rights, or other proprietary rights of any Third-party.



11. **Taxes and Fees:** toyyibPay is not responsible for any taxes or fees imposed by the government on the User in connection with the use of the toyyibPay Platform and Services. The User agrees to bear all taxes and fees associated with the User's use of the toyyibPay Platform and Services. toyyibPay reserves the right to impose any taxes or fees that may be required by law, and such taxes or fees may be charged to the User's account.
12. **Appointment as Agent:** The User agree to appoint toyyibPay as their agent to store, process and settle the payment due to the User from the Customer, less any fees as agreed herein. This appointment is unrevokable and exclusive throughout the validity of this Agreement.
13. **No Warranty:** The toyyibPay Platform and Services are provided "as is" and "as available" without any representations or warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. toyyibPay does not guarantee the accuracy, completeness, timeliness, or reliability of the toyyibPay Platform and Services, and the User acknowledges and agrees that toyyibPay is not responsible for any errors, omissions, or inaccuracies in the toyyibPay Platform and Services or any Data or information obtained through the toyyibPay Platform and Services.
14. **Limitation of Liability:** By using the Platform or Services provided by toyyibPay, you agree that to the fullest extent permitted by law, toyyibPay and its affiliates, directors, officers, employees, agents, partners, and licensors will not be liable to you or any Third-party for any indirect, incidental, consequential, special, or punitive damages, including but not limited to damages for loss of profits, goodwill, use, Data, or other intangible losses, arising from or relating to your use of the toyyibPay Platform or Services. You further agree that toyyibPay and its affiliates, directors, officers, employees, agents, partners, and licensors shall not be liable for any direct damages in excess of the amount paid by you for the particular Transaction giving rise to the claim for liability.
15. **Indemnification:** The User shall indemnify and hold toyyibPay, its affiliates, officers, directors, employees, agents, and licensors harmless from any claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from the User's use of the toyyibPay Platform or Services, the User's breach of this Agreement, or the User's violation of any rights of another person or entity. toyyibPay may assume exclusive defence and control of any matter subject to indemnification, in which case the User agrees to cooperate. toyyibPay also reserves the right to reverse any chargebacks, claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, back to the User. This indemnification obligation shall survive termination or expiration of this Agreement.
16. **Termination:** toyyibPay reserves the right to terminate this Agreement and the User's access to the toyyibPay Platform or Services at any time, with or without prior notice, for any reason or no reason. Upon termination, the User must immediately cease all use of the toyyibPay Platform and Services.



17. **Modification of Agreement:** toyyibPay may modify this Agreement at any time by posting a revised version on the toyyibPay Platform. The User's continued use of the toyyibPay Platform or Services following any such modification constitutes the User's agreement to be bound by the modified Agreement.
18. **Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of Malaysia including Sharia Law. Any disputes arising under or in connection with this Agreement shall be resolved by the courts of Malaysia.
19. **Entire Agreement:** This Agreement constitutes the entire agreement between the User and toyyibPay with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between the User and toyyibPay. The failure of toyyibPay to enforce any right or provision of this Agreement shall not be deemed a waiver of such right or provision. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. Any provisions of this Agreement that, by their nature, should survive termination of this Agreement will survive termination, including but not limited to Limitation of Liability and Indemnification.
20. **Force Majeure:** toyyibPay shall not be liable for any failure or delay in performing any obligations under the Terms of Service if such failure or delay is due to causes beyond toyyibPay reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labour, or materials. In the event of a Force Majeure event, toyyibPay will use reasonable efforts to resume performance under the Terms of Service as soon as reasonably practicable.

## Section B: toyyibPay Account

### 1. Registration:

- i. Only registered entities in Malaysia or other legitimate countries recognized by the Government of Malaysia, such as businesses (including sole proprietors), bona fide organisations or societies, co-operative societies, and other eligible individuals, with a valid operational bank account in Malaysia, are eligible to apply for a toyyibPay Account and use the toyyibPay Platform and Services.
- ii. If the User registers using an individual or personal savings account provided by any Financial Institution in Malaysia, the User will be automatically registered under Dewan Ekonomi GIG Malaysia (DEGM), which is a society registered under the Registrar of Society ("ROS"). This registration under DEGM is an incubator scheme between toyyibPay and DEGM, which allows the User to use the toyyibPay Platform and Services, and the User agrees to be bound by the terms and conditions set forth by DEGM (<https://toyyibpay.com/pdf/DEGM-Terms-Conditions.pdf>).



- iii. The User or their representative must provide the necessary registration information, such as business or trade name, physical address, email, phone number, business and/or tax identification number, URL, nature of business or activities, and any other required details. toyyibPay may also request government-issued certificates or identification documents related to the User's identity or organisation formation or registration.
  - iv. The User is responsible to provide with correct and legitimate information including the User's Bank Account details. toyyibPay will not be liable for any losses resulting from incorrect information provided by the User.
  - v. Until all required documents have been submitted and approved by toyyibPay, the User will not be able to receive any funds, Settlement, or Reimbursement Credited to their registered Bank Account. Any received funds transacted through the toyyibPay Platform and Services will be held as collateral by toyyibPay until the required documents have been reviewed and approved. It is the responsibility of the User to ensure that all required information and documents are submitted in a timely manner.
  - vi. The User acknowledges and grants toyyibPay the right to retain, access, analyse, restore, and share the User and/or the Customer data with third parties that comply with the Privacy clause. Please note that the User and/or the Customer data may not be completely removed from the toyyibPay Platform and Services, even upon User's request, for technical reasons such as but not limited to the User's or Transaction activities and security logs.
  - vii. The User acknowledges and grants toyyibPay the right to review or re-verify the User's toyyibPay Account after the registration process is completed and hold any received funds through the use of the toyyibPay Platform and Services as collateral if toyyibPay suspects or discovers the User is being involved in fraudulent, scam, phishing, money-laundering, terrorist financing, sanctions evasion, or any other activity that violates applicable laws or causes loss to any parties according to the Governing Law and Jurisdiction clause for a period of time that is equivalent to the reviewing process and the time period that provided by local authorities or the financial institution that involve with the fund.
- 2. Charges and Fees:** The User acknowledges and agrees that toyyibPay may charge fees for using its Platform and Services, including Transaction, Settlement, Reimbursement, chargeback, currency conversion, and other applicable fees. The current fee schedule can be accessed on the toyyibPay website or by contacting toyyibPay directly. toyyibPay reserves the right to change the fee schedule at any time and will notify the User in advance. Additionally, toyyibPay reserves the right to vary fees for other Users of its Platform and Services.
- 3. Settlements and Reimbursements:** toyyibPay will make its best effort to do Settlements and/or Reimbursements to the User in a timely manner. The User may access the current Settlement and Reimbursement period schedule on the toyyibPay website or by contacting toyyibPay directly. However, the User acknowledges and agrees that toyyibPay is not responsible for any delays or errors in Settlement





or Reimbursement due to factors beyond the control of toyyibPay, such as banking system downtime or errors, Third-party payment processor delays, or other unforeseeable circumstances.

**4. Credit:**

- i. The purchase and use of Credit are optional and provided for the User's convenience.
- ii. The User is solely responsible for any Credit purchases made through their account and ensuring their use complies with applicable laws and regulations.
- iii. toyyibPay reserves the right to suspend, un-verify, or deactivate the toyyibPay Account of the User, including the Credit module, for any violation of the Terms of Service or applicable laws and regulations, and toyyibPay shall not be liable for any damages or losses arising from such action at any time without liability to the User or any Third-party.
- iv. Credit purchases are final and non-refundable, except as required by law or as determined by toyyibPay in its sole discretion.
- v. toyyibPay is not liable for any unauthorized use or theft of Credit, and the User agrees to report any such activity to toyyibPay immediately.

**5. Prepaid:**

- i. The purchase and use of Prepaid are optional and provided for the User's convenience.
- ii. The User is solely responsible for any Prepaid purchases made through their account and ensuring their use complies with applicable laws and regulations.
- iii. toyyibPay reserves the right to suspend, un-verify, or deactivate the toyyibPay Account of the User, including the Prepaid module, for any violation of the Terms of Service or applicable laws and regulations, and toyyibPay shall not be liable for any damages or losses arising from such action at any time without liability to the User or any Third-party.
- iv. Prepaid purchases are final and non-refundable, except as required by law or as determined by toyyibPay in its sole discretion.
- v. toyyibPay is not liable for any unauthorized use or theft of Prepaid, and the User agrees to report any such activity to toyyibPay immediately.

**6. Data and Reports:** toyyibPay will make its best effort to produce accurate Data and reports related to the User's account status, Transactions, charges, fees, Settlement, Reimbursement, and any other applicable Data within the toyyibPay Platform and Services. However, the User acknowledges and agrees that toyyibPay is not liable for any losses or damages resulting from inaccuracies, errors, or omissions in the Transaction Data and reports, including those related to the User's toyyibPay Account.

**7. User Responsibility:** The User is responsible for providing accurate, complete, and up-to-date information and details to toyyibPay. Any changes to the information or details must be promptly updated through the toyyibPay Platform and Services or by contacting toyyibPay directly. toyyibPay is not liable for any



losses or damages resulting from the User's failure to provide accurate or up-to-date information or details.

- 8. Dormant Accounts:** If the User's account remains inactive for 12 months or more, toyyibPay may, at its sole discretion, deactivate the account.

### Section C: toyyibPay Technology

- 1. Technology and Infrastructure:** toyyibPay utilizes a technology stack that includes proprietary software and Third-party applications and services. toyyibPay retains all right, title, and interest in and to its proprietary technology and any associated intellectual property rights. The toyyibPay Platform and Services are hosted on servers and other infrastructure owned or operated by toyyibPay or its Third-party service providers. The User acknowledges and agrees that toyyibPay has the right to use and modify any technology, servers, or infrastructure used in connection with the toyyibPay Platform and Services, including any Data stored on such servers or infrastructure. The User acknowledges and agrees that toyyibPay is not responsible or liable for any damages or losses resulting from the use of its technology, servers, or infrastructure, including but not limited to any interruption or failure of the toyyibPay Platform and Services to function as intended.
- 2. Downtime:** The toyyibPay Platform and Services may experience downtime or interruptions due to scheduled maintenance, upgrades, or other reasons beyond reasonable control by toyyibPay. The User acknowledges and agrees that toyyibPay is not responsible or liable for any damages, losses, or expenses resulting from such downtime or interruptions, including Data or information loss. The User agrees to use the toyyibPay Platform and Services at its own risk and to hold toyyibPay harmless from any claims, damages, or losses arising from such downtime or interruptions.
- 3. Disclaimer of Liability for Unauthorized Access:** toyyibPay is not responsible for any damages, losses, or expenses incurred by the User or any Third-party as a result of unauthorized access to the toyyibPay Platform and Services or any associated systems or infrastructure, including but not limited to hacking activities. The User agrees to use the toyyibPay Platform and Services at their own risk and to indemnify and hold toyyibPay harmless from any claims, damages, or losses arising from such unauthorized access.
- 4. API Access:** The toyyibPay Platform and Services provides API access to Third-party developers to integrate their own applications. The User agrees to comply with the API documentation and guidelines as provided by toyyibPay on its website, as well as any applicable laws and regulations that govern the use of APIs.
- 5. API Usage Restrictions:** The User agrees not to use the toyyibPay API in any way that could harm, disable, overburden, or impair the toyyibPay Platform and Services or interfere with any other party's use of the



toyyibPay API. The User also agrees not to use the toyyibPay API to scrape, mine, or extract Data or information from the toyyibPay Platform and Services without prior written consent from toyyibPay.

6. **Disclaimer of API Liability:** The User acknowledges and agrees that toyyibPay is not responsible or liable for any damages, losses, or expenses resulting from the use of the API provided by toyyibPay, including any errors or omissions in the API or any interruption or failure of the API to function as intended. The User agrees to use the toyyibPay API at its own risk and to indemnify and hold toyyibPay harmless from any claims, damages, or losses arising from the User's use of the API.
7. **License:** The User is granted a non-exclusive, non-transferable, revocable license to use the toyyibPay Platform and Services, including the toyyibPay API, for integrating their own applications with the toyyibPay Platform and Services. This license may be terminated by toyyibPay at any time without prior notice, by deactivating or terminating the User's toyyibPay Account. Upon termination, the User must immediately stop using the toyyibPay Platform and Services, including the toyyibPay API.

#### Section D: Payment Services

1. **Payment Options:** The toyyibPay Platform and Services may offer various payment options to the User. Some payment options may only be available if the User is eligible or registered to use the payment options. toyyibPay reserves the right to add or remove any payment option at any time without prior notice.
2. **Online Banking Transactions:**
  - i. **PayNet Services:** The toyyibPay Platform and Services may use services provided by Payments Network Malaysia Sdn Bhd ("PayNet") for Online Banking Transactions, including FPX, Instant Transfer, IBG, e-Mandate, JomPAY, DuitNow, DirectDebit, and MyDebit.
  - ii. **User Data:** The User agrees that toyyibPay may share relevant information with PayNet and access, store, and use the User and/or the Customer data from PayNet solely for the purpose of providing the toyyibPay Platform and Services. The User acknowledges that PayNet may process the User and/or the Customer data on behalf of toyyibPay and that such processing is subject to policies by PayNet.
  - iii. **Additional Terms:** The User must comply with any additional terms and conditions imposed by PayNet for using its services through the toyyibPay Platform and Services.
  - iv. **Issue Resolution:** toyyibPay will make reasonable efforts to resolve any issues arising from using PayNet services in a timely manner.
  - v. **Liability:** toyyibPay is not responsible or liable for any damages, losses, or expenses incurred by the User or any Third-party resulting from the use of PayNet services.



### 3. Card Processing:

- i. **Partners:** The toyyibPay Platform and Services may use services from various partners that is being listed in toyyibPay website (collectively refer to as “Partners”), to provide card processing services for Visa, Mastercard, UnionPay, American Express, Discover, and JCB (collectively refer to as “Card Processors”).
- ii. **User Data:** The User acknowledges and agrees that toyyibPay may share any relevant information with the Partners and the Card Processors, and that toyyibPay may acquire, access, store, and use the User and/or the Customer data provided by the Partners and the Card Processors for the purpose of providing the toyyibPay Platform and Services.
- iii. **Issue Resolution:** The User acknowledges and agrees that toyyibPay will make reasonable efforts to resolve any issues arising from the use of services by the Partners and the Card Processors in a timely manner.
- iv. **Additional Terms:** The User agrees to comply with any additional terms and conditions imposed by the Partners and Card Processors in connection with the use of their services through the toyyibPay Platform and Services.
- v. **Liability:** The User acknowledges and agrees that toyyibPay is not responsible or liable for any damages, losses, or expenses incurred by the User or any Third-party as a result of the use of services by the Partners and the Card Processors.

### 4. e-Wallet Services:

- i. **Partners:** The toyyibPay Platform and Services may use services from various that is being listed in toyyibPay website (collectively refer to as “Partners”), to provide e-Wallet services provided by the e-Wallet Service Providers.
- ii. **User Data:** The User acknowledges and agrees that toyyibPay may share any relevant information with the Partners and the e-Wallet Service Providers and that toyyibPay may acquire, access, store, and use the User and/or the Customer data provided by the Partner and e-Wallet Service Providers for the sole purpose of providing the toyyibPay Platform and Services.
- iii. **Additional Terms:** The User agrees to comply with any additional terms and conditions imposed by the Partners and e-Wallet Service Providers in connection with the use of the toyyibPay Platform and Services.
- iv. **Issue Resolution:** The User acknowledges and agrees that toyyibPay will make reasonable efforts to resolve any issues arising from the use of services by the Partners and e-Wallet Service Providers in a timely manner.
- v. **Liability:** The User acknowledges and agrees that toyyibPay is not responsible or liable for any damages, losses, or expenses incurred by the User or any Third-party as a result of the use of services by the Partners and e-Wallet Service Providers.

### 5. Buy Now Pay Later:

- i. The toyyibPay Platform and Services may offer Buy Now Pay Later (“BNPL”) payment options, which allows Users to make a purchase and defer payment for a later date.



- ii. The User acknowledges and agrees to be bound by the terms and conditions of the BNPL providers and that any agreement for BNPL is between the User and the BNPL provider.
- iii. The User agrees to comply with any additional terms and conditions imposed by the BNPL providers in connection with the use of its services through the toyyibPay Platform and Services.
- iv. The User acknowledges and agrees that toyyibPay is not responsible or liable for any damages, losses, or expenses incurred by the User or any Third-party as a result of the use of BNPL services.

## Section E: Security and Fraud Control

1. **Security Control:** toyyibPay may take any action necessary to maintain the integrity and security of the toyyibPay Platform and Services, or to prevent harm to the User, the Customer, or other third-parties. The User is solely responsible for the security of any Data on their website, their servers, or that they are otherwise authorised to access or handle. The User must comply with applicable laws and rules when handling or maintaining user data and personal data and provide evidence of their compliance to toyyibPay upon request.
2. **Fraud Control:** toyyibPay does not guarantee that the User and/or the Customer will not become victims of fraud. The User agrees to review all Security Controls toyyibPay suggests and protect against unauthorized Transactions. If the User disables or fails to properly use Security Controls, they will increase the likelihood of unauthorised Transactions, disputes, fraud, losses, and other similar occurrences.
3. **Liability for Fraud:** The User and/or the Customer is solely responsible for any losses they incur due to lost or stolen payment credentials or accounts used for fraudulent Transactions, including any associated disputes. toyyibPay may provide assistance in recovering lost funds, but the User and/or the Customer acknowledges that toyyibPay is not liable or responsible for any losses resulting from the use of lost or stolen credentials or unauthorized account access, unless such losses are caused by wilful of toyyibPay or intentional actions and waives any right to bring a claim against toyyibPay for such losses.
4. **Refund and chargeback:** toyyibPay will not initiate any refund or chargeback to the Customer without official instruction or authorisation from the Customer's financial institution and after toyyibPay has done the compliance review on the User or the Transactions that may be involved in the dispute.



## Section F: Customer Relationship and Virtue

- 1. Legitimate Transactions:** The User is responsible for using the toyyibPay Platform and Services for legitimate Transactions with the Customer. toyyibPay is not responsible for the products or services the User provides or that the Customer purchases through the toyyibPay Platform and Services.
- 2. Responsibility for Products/Services:** The User affirms that they are solely responsible for the nature and quality of the products or services they provide, as well as delivery, support, refunds, chargebacks, returns, and other ancillary services they offer to the Customer.
- 3. Erroneous or Suspicious Transactions:** The User is responsible for confirming the legitimacy of Transactions initiated by the Customer and for any losses incurred due to fraudulent or erroneous Transactions.
- 4. Support for Customer:** The User is responsible for providing adequate support and information to the Customer.
- 5. Responsibility for Disputes:** The User assumes sole responsibility for resolving any disputes or issues that arise between them and/or the Customer, or any Third-party.
- 6. Collateral:** If the User fails to provide adequate support or resolve disputes with the Customer, toyyibPay may suspend, un-verify, or deactivate the User's account and hold any pending Transactions, Settlements, or Reimbursements as collateral.