

## User Agreement for Billplz Services

YOU AGREE THAT THIS USER AGREEMENT WILL BE EFFECTIVE AS TO ALL USERS ON 28 March 2017.

Welcome to Billplz!

This Agreement is a contract between you and Billplz, and governs your use of all Billplz Services, which is regarded as a collection agency under Malaysia law. Using Billplz Services means that you must accept all of the terms and conditions contained in this Agreement including the Privacy Policy. You should read all of these terms carefully.

We may amend this Agreement at any time by posting a revised version on our Website. The revised version will be effective at the time we post it. If the revised version includes a Substantial Change, we will provide you with 30 Days' prior notice of any Substantial Change via email. For the avoidance of doubt, posting of the Substantial Change on the Website shall constitute an effective delivery of the Substantial Change to the Merchant.

We may close, suspend, or limit your access to your Account if you violate this Agreement or any other agreement you enter into with Billplz.

You are solely responsible for understanding and complying with any and all laws, rules and regulations of your specific jurisdiction that may be applicable to you in connection with your use of Billplz Services, including but not limited to, those related to export or import activity, taxes or foreign currency transactions.

This Agreement is not a solicitation of Billplz Services and Billplz is not targeting any country or market through this Agreement.

### NOW IT IS HEREBY AGREED:

#### 1. Definitions and Interpretation

1.1 **"1-Month Unlimited"** means a fixed fee pricing plan that offers you unlimited usage of Billplz Services (free of charge) within a period of 30 days.

**"1-Year Unlimited"** means a fixed fee pricing plan that offers you unlimited usage of Billplz Services (free of charge) within a period of 365 days.

**"Agreement"** means this Agreement and the Privacy Policy including all amendments and modifications mutually agreed in writing by the Parties from time to time.

**"Billplz," "we," "us" or "our"** means Billplz Sdn Bhd (1023853P), a company incorporated in Malaysia and having its principal place of business at Unit 3A.01A, Glo Damansara, 699 Jalan Damansara, 60000 Kuala Lumpur, Malaysia.

**"Billplz Account"** means an Individual or Organization Billplz Account.

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**"Billplz Credit"** means an amount paid in advance to Billplz for deduction against the Service Fee incurred.

**"Billplz Services"** means all our services such as Billing, Payment Form, Mass Payments, API and any other features, technologies and/or functionalities offered by us on our website or through any other means.

**"Business Day"** means any day (excluding Saturdays, Sundays and federal holidays) on which banks in Kuala Lumpur, Malaysia are open for business.

**"Confidential Information"** means all information which prior to or upon its disclosure is designated as confidential by one Party ("Disclosing Party") to the other Party ("Receiving Party"), or which should reasonably be considered as information of a confidential nature by the Receiving Party.

**"Customer"** means a User who is buying goods and/or services from a Merchant and using Billplz Services to authorize payments.

**"Effective Date"** means the date of this Agreement.

**"Financial Institution"** means any organization licensed by Bank Negara Malaysia that is engaged by Parties or either Party for the fulfilment of Billplz Services.

**"Information"** means any Account information that you provide to us, including but not limited to personal information, financial information, or other information related to you or your business.

**"Merchant"** means a User who is selling goods and/or services to a Customer and using Billplz Services to collect and/or disburse payments.

**"Parties"** means Billplz and Merchant collectively.

**"Party"** means either Billplz or Merchant.

**"Payment Method"** means the payment method used to pay a transaction. The following payment methods may be used (subject to availability): online banking, debit/credit/prepaid card, e-money, balance and redemption codes.

**"Personal Data"** has the meaning ascribed to it in the Personal Data Protection Act 2010 (PDPA) which means any information in respect of commercial transactions, which is being processed wholly or partly by means of equipment operating automatically in response to instructions given for that purpose; is recorded as part of a relevant filing system or with the intention that it should form part of a relevant filing system; is recorded with the intention that it should wholly or partly be processed by means of such equipment; or that relates directly or indirectly to a data subject, who is identified or identifiable from that information or from that and other information in the possession of a data user,

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including any sensitive personal data and expression of opinion about the data subject; but does not include any information that is processed for the purpose of a credit reporting business carried on by a credit reporting agency under the Credit Reporting Agencies Act 2010.

**“Prepaid”** means a fixed fee pricing plan that allows you to use Billplz Services on a pay-as-you-use basis.

**“Reload”** means the act of increasing your Billplz Credit balance.

**“Service Fee”** means the fee payable by you to Billplz under this Agreement.

**“Substantial Change”** means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.

**“Support Service”** means additional service as may be requested and required by you beyond Billplz Services.

**“Trademarks”** means all trademarks and logos of Billplz that exist now or in the future, both registered and non-registered, all as may be specified by Billplz from time to time.

**“User” or “you”** means any individual or organization using Billplz Services including you.

**“Website” or “Software”** means [www.billplz.com](http://www.billplz.com).

- 1.2 Words bearing the singular in this Agreement shall include the plural and vice versa.
- 1.3 Titles and headings in this Agreement are used for convenience and ease of reference only, and in no way define, limit, extend or describe the scope and intent of this Agreement.

## 2. Appointment and Relationship

- 2.1 By registering a Billplz Account via the Website, you hereby appoint Billplz as an authorized collection agent for the provision of Billplz Services in accordance with the terms of this Agreement and Billplz hereby agrees to accept the appointment for the provision of Billplz Services to you.
- 2.2 In providing Billplz Services, the Parties agree that Billplz acts only as the Software for you to present bills and collect payments via Internet. Billplz does not have any control over the goods and/or services that are transacted by the Merchants. Accordingly, Billplz does not have any onus or liability whatsoever to ensure that the Customers that transact with the Merchant will in fact complete their transactions.

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- 2.3 You acknowledge Billplz is not a Financial Institution and has no control over the Financial Institutions uptime and availability.
- 2.4 Billplz shall from time to time, reserve all its rights to adjust and amend the contents and interfaces of Billplz Services and the Website, provided such adjustment and amendment shall not adversely affect Billplz Services. We will provide you with 30 Days' prior notice of any Substantial Change via email. For the avoidance of doubt, posting of the Substantial Change on the Website shall constitute an effective delivery of the Substantial Change to the Merchant.
- 2.5 If such adjustment or amendment leads to necessary changes in your software, interfaces or operating procedures of the Merchant, Billplz will highlight this in the Substantial Change. You shall bear the costs at your end in relation to such adjustment and amendment, and in ensuring business as usual.

### **3. Service Fee**

- 3.1 The Service Fee shall be in Malaysia Ringgit ("MYR") unless agreed otherwise.
- 3.2 Your Service Fee shall be based on your preferred pricing plan:
  - (i) Prepaid
  - (ii) 1-Month Unlimited
  - (iii) 1-Year Unlimited
- 3.3 Prepaid shall be your default pricing plan if you choose not to join either 1-Month Unlimited or 1-Year Unlimited.

Prepaid requires you to Reload. The minimum Reload amount via the Website is RM2.00. Pursuant to such prepayment, you shall allow the Software to deduct RM1.50 per payment received automatically.

You are recommended to Reload before you incur a negative Billplz Credit balance. You shall consent to the Software performing the Reload automatically to offset any negative Billplz Credit balance by deducting your daily total collection (in multiples of RM100.00). For example, if Billplz Credit balance is -RM1.00 then the Software shall deduct RM100.00. If Billplz Credit balance is -RM101.00 then the Software shall deduct RM200.

The maximum negative Billplz Credit balance permitted for you to incur is -RM100.00. Once the negative Billplz Credit balance exceeds -RM100.00, Billplz at its sole discretion, may suspend you from utilising Billplz Services until the negative Billplz Credit balance has been offset.

- 3.4 1-Month Unlimited requires you to pay RM1,000.00 per month, which starts immediately after it is paid in full and ends on 00:00 of Day 31. Thereafter you must pay another RM1,000.00 to continue or join Prepaid.

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- 3.5 1-Year Unlimited requires you to pay RM11,000.00 per year, which starts immediately after it is paid in full and ends on 00:00 of Day 366. Thereafter you must pay another RM11,000.00 to continue or join Prepaid.
- 3.6 Your Billplz Credit balance shall be deducted RM0.15 per SMS sent, regardless of the plan you are on. It is an optional feature.
- 3.7 You can stop using Billplz at any time by stopping all collections, and you will continue to have access to your Billplz Account subject to Clause 5 and 6. To the extent permitted by the applicable law, the Service Fee is non-refundable. We may terminate your plan at our discretion without notice. If we do so, we will refund your available Billplz Credit balance and/or give you a prorated refund based on the number days remaining in your Unlimited plan. However, we will not give any refund for termination related to conduct that we determine, in our discretion, violates this Agreement or any applicable law, involves fraud or misuse, or is harmful to our interests or another user. Our failure to insist upon or enforce your strict compliance with this Agreement will not constitute a waiver of any of our rights.
- 3.8 Billplz shall be entitled to revise the Service Fee. We will provide you with 30 Days' prior notice of any Substantial Change via email. For the avoidance of doubt, posting of the Substantial Change on the Website shall constitute an effective delivery of the Substantial Change to the Merchant.
- 3.9 Notwithstanding any provision in the Agreement to the contrary, the payment for Service Fee is inclusive of GST.

### **4. Settlement Period for Collection via Online Banking Only**

- 4.1 Daily total collection (minimum RM0.01) shall be deposited automatically into your bank account the next day (UTC+08:00 Kuala Lumpur) excluding Friday, Saturday, Sunday and federal holidays. For example:
  - (i) Monday (collection day) > Tuesday (settlement day)
  - (ii) Tuesday > Wednesday
  - (iii) Wednesday > Thursday
  - (iv) Thursday, Friday, Saturday and Sunday > Monday
- 4.2 Settlement day shall be the next settlement day if the present settlement day is a federal holiday.
- 4.3 Next day means anytime between 00:00–23:59.
- 4.4 You acknowledge settlement shall be provided on “best effort” basis based on the Financial Institutions uptime and availability.

### **5. Warranties in Respect of the Merchant's Information**

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- 5.1 The Merchant is solely responsible for its Information and the Merchant acknowledges that Billplz's role is merely as a passive conduit for the online distribution of the Merchant's bills and facilitating payment from the Customers to the Merchant's account. Notwithstanding the foregoing, the Merchant's Information shall at all times be subject to Clause 11 of this Agreement and Billplz shall not use any of the Merchant's Information for any other purpose which is not related to the provision of the Service pursuant to the terms of this Agreement without the prior written consent of the Merchant.
- 5.2 The Merchant shall use its best endeavours to ensure that the Merchant's Information and the Merchant's activities (including its payments and receipt of payments) that are transacted through the Service shall not:
- (i) be false, inaccurate or misleading;
  - (ii) be fraudulent or involve the sale of counterfeit or stolen items;
  - (iii) be related in any way to gambling and/or gaming activities, including but not limited to payment or the acceptance of payments for wagers, gambling debts or gambling winnings, regardless of the location or type of gambling activity (including online and offline casinos, sports wagering and office pools);
  - (iv) violate Clause 6 of this Agreement;
  - (v) infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy;
  - (vi) violate any law, statute, ordinance, contract or regulation (including, but not limited to, those governing financial services, consumer protection, unfair competition, anti-discrimination, or false advertising);
  - (vii) be defamatory, libelous, unlawfully threatening or unlawfully harassing;
  - (viii) be obscene or contain child pornography;
  - (ix) contain any viruses, Trojan horses, worms, time bombs, bots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information; or
  - (x) jeopardize any reputation or liability for Billplz or cause Billplz to lose (in whole or in part) Billplz services.

## **6. Violations by the Merchant**

- 6.1 If the Merchant intentionally and knowingly engages in any of the following acts, Billplz shall be entitled, at its sole discretion, to limit the Service provided to the Merchant or immediately terminate the Service and this Agreement by notice in writing to the Merchant:
- (i) Using the Service to receive payments directly or indirectly, for any sexually oriented or obscene materials or services in violation of Billplz's policy;
  - (ii) Using the Service to receive payments directly or indirectly, for any narcotics, other controlled or illegal substances, steroids or prescription drugs in violation of any laws;
  - (iii) Using the Service to receive payments directly or indirectly, for wagers, gambling debts or gambling winnings, regardless of the location or type of gambling activity;

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- (iv) Using the Service to receive payments directly or indirectly, for any counterfeit products;
- (v) Using the Service to receive payments directly or indirectly, for any weapons including firearms, ammunition, high capacity magazines, air guns, explosives;
- (vi) Using the Service to receive payments directly or indirectly, for any fireworks or pyrotechnic devices or supplies;
- (vii) Attempts to tamper, hack, modify or otherwise corrupt the security or functionality of Service;
- (viii) Using the Service for money laundering activities;
- (ix) Using the Service for any illegal or immoral activities, including but not limited to such activities that violate the laws of Malaysia.

6.2 The Parties hereby agree that the damage that Billplz may sustain as a result of a breach of Clause 5 above by the Merchant may be substantial, including but not limited to fines and other related expenses from its payment processors and service providers for which damages may not be an adequate remedy for such breach by the Merchant and in view thereof, the Merchant acknowledges that Billplz shall be entitled to seek equitable relief, including but not limited to injunctions and specific performance, in the event of any such breach or threatened breach by the Merchant.

6.3 In addition to Clause 7 below, the Merchant further indemnifies Billplz for any and all liability which Billplz may incur pursuant to the provision of the Service, if the Merchant is found to be in breach of this Clause 6.

## **7. Disclaimer and Limitation of Liability**

7.1 The Parties hereto agree that Billplz shall not be held liable for any business expense, machine downtime or damages caused by any deficiency, defect or error in the Service or malfunction thereof and in no event shall Billplz be liable to the Merchant for any consequential or incidental damages, including but not limited to loss of profits, loss of turnover and/or loss of data.

7.2 The Parties hereby agree that Billplz shall not be held liable in any manner whatsoever in the event there is a dispute between the Merchant and any of the Customers, unless it can be reasonably proven by the Merchant that such dispute arose, directly or indirectly, from the wilful negligence, fraudulent act, default or breach and/or acts or omissions by Billplz in the provision of the Service under this Agreement.

7.3 The Merchant shall not hold Billplz, its holding company, subsidiaries, employees and its suppliers liable in any way for any losses or liabilities arising directly and solely from the fault of the Merchant or authorised third parties directly relates to the Merchant in connection with the use of or access to the Service.

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### **8. Indemnity**

8.1 The Merchant shall indemnify Billplz and hold Billplz, its holding company, subsidiaries, affiliates, officers, directors and employees harmless from any claim or demand made or incurred by any third party due to or arising out of the Merchant's breach of any of the terms of this Agreement or the violations of any provisions of law in connection with the Transactions contemplated under this Agreement.

### **9. Intellectual Property Rights**

9.1 For the duration of this Agreement, Billplz hereby grants Merchant and its affiliates and related companies a royalty-free, non-transferable and non-exclusive right during the Term of this Agreement to use the Trademarks on its websites and in any off-line promotional materials for the sole purpose to indicate that it makes use of the Service. The Merchant shall use such Trademarks in accordance with Billplz's directions for the use of such Trademarks as communicated in writing to the Merchant. The Merchant does not have a right of sub-license. Billplz may apply limitations to the right granted to the Merchant under this paragraph at any time and at its sole discretion.

9.2 For the duration of this Agreement, the Merchant hereby grants Billplz and its affiliated companies an irrevocable, royalty free, non-transferable and non-exclusive right during the Term of this Agreement to use its trademark and logo on their Websites and in off-line publications for the sole purpose of indicating that the Merchant makes use of its Service.

9.3 All proprietary rights in the equipment, software (such as interfaces) and other materials used or made available by Billplz in the performance of this Agreement, whether or not it is made available to the Merchant, shall remain with Billplz. The Merchant shall only acquire such right of use as is explicitly granted hereunder.

9.4 Upon termination of this Agreement, the Merchant shall forthwith withdraw any reference or related forms to Billplz and/or the Service from its websites and shall forthwith cease the use of the Trademarks, and Billplz shall cease any use of the Merchant's trademark and logo.

### **10. Confidentiality**

10.1 During the Term of this Agreement and after termination or expiration of this Agreement for any reason whatsoever, the Receiving Party shall:

- (i) keep the Confidential Information confidential;
- (ii) not disclose the Confidential Information to any person save and except with the prior written consent of the Disclosing Party or in accordance with Clause 10.2;

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- (iii) not use the Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement; and
  - (iv) comply at all times with the PDPA.
- 10.2 During the Term of this Agreement and unless prohibited by the PDPA, the Receiving Party may disclose the Confidential Information to its employees and/or to the Financial Institution (hereinafter referred to as the "Recipient") to the extent reasonably necessary for the purposes of this Agreement.
- 10.3 The Receiving Party shall procure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient were a party to this Agreement.
- 10.4 The obligations contained in Clause 10.1 shall not apply to any Confidential Information which:
- (i) is in the public domain at the date of this Agreement, or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement by the Receiving Party or any Recipient;
  - (ii) is known by the Receiving Party prior to disclosure by the Disclosing Party to the Receiving Party;
  - (iii) is subsequently becomes lawfully into the possession of the Receiving Party from a third party; or
  - (iv) is disclosed by the Receiving Party pursuant to and in accordance with a relevant statutory obligation, an order of a court of competent jurisdiction or an order of a competent regulatory body.

## **11. Representations**

- 11.1 Each Party represents to the other that:
- (i) it has all requisite power and authority to enter into this Agreement and to carry out the Transactions contemplated hereby;
  - (ii) it has the rights, licenses, permits and power to perform all obligations incurred by it under this Agreement;
  - (iii) the execution, delivery and performance of this Agreement are duly authorized;
  - (iv) this Agreement is a valid and binding obligation of it; and
  - (v) the execution, delivery and performance of this Agreement and the consummation of the Transactions contemplated hereby do not conflict with or violate its constituent documents, any other contract or agreement to which it is a party, any applicable laws or any order or judgment of any court or governmental authority.

## **12. Notices**

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YOU AGREE THAT THIS USER AGREEMENT WILL BE EFFECTIVE AS TO ALL USERS ON 28 March 2017.

- 12.1 All notices, statements, demands, requirements or other communications and documents required or permitted to be given, served or delivered to any Party under this Agreement (hereinafter referred to as a "Communication") shall be in writing in the English language and shall be either delivered by hand or sent by pre-paid certified or registered mail (airmail in the case of all international Communication), with return receipt requested, to that Party at its address stated in the Website or sent by email to its email address stated at the Website or to such other address or email address as that Party may from time to time have notified the other Party as being its address or email address for purposes of this Agreement to the exclusion of all previously applicable addresses and facsimile numbers.
- 12.2 A Communication shall be deemed to have been given, served or delivered:
- (i) if delivered by hand, upon delivery;
  - (ii) if sent by mail, after three (3) Business Days of postage;
  - (iii) if sent by facsimile machine, one hour after its transmission if such time is during business hours in the place of its receipt or, if it is not, on the opening of business on the next Business Day, subject to its having in fact been received in legible form and with a copy thereof being sent by post; and
  - (iv) if sent by electronic mail, twenty-four (24) hours after e-mail is sent.

## **13. Force Majeure**

- 13.1 If the performance of this Agreement or any obligation hereunder is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of the affected Party, the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance, except for the making of payments hereunder, to the extent of such prevention, restriction, or interference, for so long as the non-performing Party uses reasonable efforts to resume performance.

## **14. General**

### **14.1 Entirety**

This Agreement sets forth and shall constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and shall supersede any and all promises, representations, warranties or other statements whether written or oral made by or on behalf of one Party to the other of any nature whatsoever or contained in any leaflet, brochure or other document given by one Party to the other concerning such subject matter. This Agreement may not be released, discharged, supplemented, amended, varied or modified in any manner except by an instrument in writing signed by the Parties hereto. As from the Effective Date, all previous arrangements, agreements, compromise, commitments, negotiation and moratorium executed hereto shall be superseded by this Agreement.

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### **14.2 Waiver**

The failure to exercise or any delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

### **14.3 Assignability**

The Parties may not transfer any rights or obligations it may have under this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors, and permitted assignees.

### **14.4 Severability**

Any of the terms conditions, stipulations, provisions, covenants or undertakings contained herein which are illegal void prohibited or unenforceable in any respect under the law governing this Agreement or its performance, such illegality, invalidity or unenforceability shall be ineffective to the extent of such illegality, void, prohibitions or unenforceability without invalidating the remaining provisions hereof and any such illegality, void, prohibition or unenforceability shall not invalidate or render illegal, void or unenforceable any other terms conditions stipulations provisions covenants or undertakings contained herein.

### **14.5 Governing Law and Jurisdiction**

This Agreement is governed by and shall be construed in accordance with the laws of Malaysia, and the Parties hereby agree to submit to the exclusive jurisdiction of the Court of Malaysia.

### **14.6 Time**

Time is of the essence of this Agreement.

## **15. Personal Data Protection Act 2010**

15.1 The Parties are aware of the requirements of the PDPA in relation to Personal Data.

15.2 In the event Billplz is provided or allowed access by the Merchant to any Personal Data, Billplz shall ensure that it fully complies with the provisions of the PDPA and only deals with such Personal Data for the purpose of complying with its obligations under this Agreement and for no other purpose.

15.3 Billplz shall fully cooperate and assist the Merchant in relation to:

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- (i) any complaint or request made in connection with Personal Data, including by providing the Merchant with full details of the complaint or request;
- (ii) any request made under the PDPA including a data access request, whereby it shall ensure that it meets the prescribed time periods set out in the PDPA and acts in accordance with the Merchant's reasonable instructions; and
- (iii) any other reasonable request of the Merchant including a request for any Personal Data held by Billplz.

15.4 Pursuant to the PDPA, the Merchant hereby acknowledges that it is required to and hereby undertakes to inform and obtain consent of its Customers with regards to the disclosure of any form of the Customer's personal data to Billplz for the purposes of Billplz carrying out its Service for the Merchant.

15.5 The Merchant hereby agrees that it shall indemnify the Billplz against any costs, loss, or damage which are incurred (whether direct or indirect) by Billplz by reason of the contravention of this Clause 15.

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