

**BILLPLZ SDN BHD  
USER AGREEMENT  
(Effective from 15 July 2019)**

PLEASE READ THIS USER AGREEMENT (“**AGREEMENT**”) CAREFULLY BEFORE REGISTERING A BILLPLZ ACCOUNT, USING BILLPLZ’S APPLICATION SOFTWARE AND/OR RELEVANT SERVICES (“**BILLPLZ SERVICES**”). YOU SHOULD NOT REGISTER FOR A BILLPLZ ACCOUNT OR YOU SHOULD IMMEDIATELY CEASE USE OF BILLPLZ SERVICES IF AT ANY TIME YOU DISAGREE WITH ANY OF THE TERMS AND CONDITIONS IN THIS AGREEMENT. YOUR REGISTRATION AND/OR CONTINUED USE OF BILLPLZ SERVICES SHALL MEAN THAT YOU UNDERSTAND, ACCEPT AND AGREE TO BE GOVERNED BY ALL OF BILLPLZ’S AGREEMENT AND CONDITIONS OF SERVICE.

## 1. DEFINITIONS

1.1 For the purposes of this Agreement, the following expressions or capitalized words when used here shall have the following meaning:

“**Activation Fee**” means the fee as defined in Clause 4.1.

“**Billplz**,” “**we**,” “**us**” or “**our**” means Billplz Sdn Bhd (1023853-P).

“**Billplz Account**” means an account that is registered under a Merchant that is verified by Billplz.

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

“**Billplz Services**” means all or any of our services including our publicly available application programming interfaces (APIs), Billing, Payment Form, Payouts and any other features, technologies and/or functionalities as may be offered by us from time to time on our Website or through any other means.

“**Business Day**” means any day (excluding Saturdays, Sundays, federal holidays and special holidays where Billplz declares its office closed) on which banks in Kuala Lumpur, Malaysia are open for business.

“**Compliance Fee**” means the fee as defined in Clause 4.1.

“**Confidential Information**” means the definition as set out in Clause 13.

“**Financial Institution**” means any organization licensed by Bank Negara Malaysia that is engaged by the relevant Party for the fulfilment of Billplz Services.

“**Information**” means any Billplz 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.

“**Marks**” means any trademarks and service marks (whether or not registered or at common law), trade names, business names, logos, symbols and internet domain names.

“**Membership Fee**” means the fee as defined in Clause 4.1.

“**Membership Cycle**” means the membership billing cycle as defined in Clause 4.2.

**“Membership Plan”** means the pricing plan with different Activation Fee as elected by the Merchant that allows access to Billplz Services within the period defined in the Pricing Plan as further described under Clause 4. For clarity, the Membership Plan does not include or cover Service Fee that may be chargeable, whether by Billplz or third parties (such as Financial Institutions) on the Merchant arising from any transactions conducted by the Merchant via Billplz Services.

**“Own FPX ID”** means the ID as defined in Clause 4.5.

**“Party”** means either Billplz or Merchant and **“Parties”** means Billplz and Merchant collectively.

**“Payout”** means the service where Merchant transfers in advance an amount into its Billplz Account before sending payment instructions to Billplz via API. Billplz thereafter processes the payment instructions received via API and performs disbursements accordingly.

**“Payout Limit”** means an amount transferred in advance into the Merchant’s Billplz Account.

**“Payment Method”** means the payment method used to pay a transaction including Service Fee and Membership Activation Fee. The following payment methods as determined by Billplz from time to time may be used (subject to availability): online banking, debit/credit/prepaid card, e-money, balance and redemption codes.

**“Service Fee”** means the fee payable by you to Billplz for transactions arising from your usage of Billplz Services. The Service Fee will be as set out in the Pricing Plan.

**“Shared FPX ID”** means the ID as defined in Clause 4.5.

**“Software”** means Billplz’s proprietary platform (whether in staging or production environment), system and/or application software that is specifically licensed to Merchant pursuant to this Agreement.

**“Merchant” or “you”** means organization using Billplz Services that is verified by Billplz.

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

## 2. CHANGES TO THE AGREEMENT

- 2.1 We reserve the right to amend, modify, add or remove any provisions under this Agreement at any time as we deem necessary. Changes shall become effective immediately upon upload and publication by us on the Website. Your continued use of Billplz Account and/or Billplz Services shall constitute your acceptance of the prevailing Agreement including any term which may have been amended from time to time. You are responsible to regularly check this Agreement for updates or amendments.

## 3. APPOINTMENT

- 3.1 By registering a Billplz Account with us, you agree to appoint Billplz as your authorized collection and disbursement agent (if you opt to use Shared FPX ID) and/or service provider for payment integration and maintenance (if you opt to use Own FPX ID). You should immediately cease use of Billplz Account and Billplz Services if at any time you disagree to Billplz being your collection agent and/or service provider for payment integration and maintenance. Billplz shall at all times be

entitled to accept or reject your registration of Billplz Account and/or your appointing us as collection agent as we deem fit.

- 3.2 You are aware Billplz is not a Financial Institution and therefore has no control over any of the Financial Institution's uptime and availability.

#### 4. MEMBERSHIP PLANS

- 4.1 **Sign Up and Activation Fee.** To enjoy full access to Billplz Services, Merchant is required to sign up for a membership and shall select the relevant Membership Plan applicable to them. Each Membership Plan may be subject to additional terms and conditions. Once the relevant Membership Plan is selected, Merchant shall submit its application (which shall be subject to verification processes by Billplz) and thereafter pay Billplz the membership activation fee ("**Membership Fee**") or such other corporate services fee ("**Compliance Fee**", together with Membership Fee, shall be known as "**Activation Fees**") as set out in the Pricing Plan. The Activation Fee will remain fixed during the subscription term unless Merchant changes the package.

The Membership Plan and access to Billplz Services starts on the date the Merchant is verified and approved by Billplz and payment for the Activation Fee (if required) has been received by Billplz via a valid Payment Method.

- 4.2 **Billing Cycle.** All Fees shall be in Malaysian Ringgit (MYR). The billing cycle is dependent on Merchant's chosen Membership Plan ("**Membership Cycle**"). Where Merchant has selected to automatically renew its Membership Plan, then Billplz will automatically bill the Activation Fee to Merchant's Payment Method after the end of each Membership Cycle, until Merchant's Membership Plan is cancelled or terminated. For example, if Merchant purchases a monthly Membership Plan on February 1, Merchant's subscription will automatically renew two (2) days before March 1. In the event Billplz is unable to collect the Activation Fee on the relevant due date, you consent for us to offset such amount with your daily total collection (in multiples of RM100). For example, if amount due is -RM1501, then we will deduct RM1600. If amount due is -RM18,001, then we will deduct RM18,100. Billplz shall be entitled to, at its sole discretion, suspend you from utilising Billplz Services until the Activation Fee has been settled/offset.
- 4.3 **Plan Downgrade or Upgrade.** Where there is any upgrade or downgrade in plan level, you will be charged the new rate at the next Membership Cycle. There will be no prorating for downgrades in between Membership Cycles. Downgrading your service will cause the loss of features or capacity of your Billplz Account. Our pricing together with its limits are as set forth in the Pricing Plan. Billplz does not accept liability for any loss in relation to changes made to the plan level.
- 4.4 **Plan Changes.** We reserve the right to change our Membership Plans periodically. Such change may or may not affect the plan you have subscribed for. We aim to provide reasonable notification to you if we are of the view that you are affected by the change. Changes shall become effective immediately upon notification by us to you via your registered login email or such other date as may be determined by Billplz. Your continued use of Billplz Account and/or Billplz Services shall constitute your acceptance of the latest Membership Plan including any term which may have been changed from time to time.
- 4.5 **FPX Transactions, ID and Settlement.** Billplz gives preference to transactions conducted via online banking that utilises the Financial Process Exchange (FPX). FPX is an online payment gateway to enable a Merchant who is registered with a qualified Financial Institution to make payments. Billplz maintains an FPX ID that allows for it to be shared with a Merchant who does not have one ("**Shared FPX ID**"). If a Merchant wishes to use Billplz's Shared FPX ID, any transactions made via

FPX will go through Billplz's settlement account before it reaches Merchant's bank account. In addition, settlement will only occur at T+1 (subject to Clauses 5.3 and 5.4).

- 4.6 **Other Payments Due.** If there should be any other payments to be made to Billplz, such payment shall be made within thirty (30) days of the date of invoice. If Merchant is delinquent on a payment of fees for thirty (30) days or more, Billplz may suspend Merchant's access to Billplz Services. Complaints concerning invoices must be made in writing within fourteen (14) days from the date of the invoice. Invoices will be sent by electronic delivery unless requested otherwise by Merchant, where additional fees will apply. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one and one-half percent (1.5%) per month (prorated for partial periods).

## 5. SERVICE FEE

### Prepaid service fee

- 5.1 Transactions conducted via Billplz are on a prepaid basis regardless of the Membership Plan you have subscribed to. Prepaid basis mean you are required to reload your Billplz Account with credit before you can conduct any transactions. The reload amount shall be in Malaysian Ringgit (MYR). The minimum reload amount is RM2. All other relevant or related charges for various services are as set out in the Pricing Plan ("**Service Fee**").

You can stop using Billplz at any time by stopping all collections. You will however continue to have access to your Billplz Account. Transactions conducted and Service Fee paid/incurred are non-reversible and non-refundable respectively.

Billplz shall from time to time be entitled to revise the Service Fee provided reasonable notification via its Website is provided to the Merchants.

### Credit balance

- 5.2 By registering a Billplz Account with us, you consent for us to automatically reload your Billplz Account (via your selected Payment Method) so that your Billplz Account does not, at any point in time, have a negative credit balance. In the event a negative credit balance is incurred, you consent for us to offset such negative credit balance with your daily total collection (in multiples of RM100). For example, if the negative credit balance is -RM1.06, then we will deduct RM100. If Billplz Credit balance is -RM106, then we will deduct RM200.

Billplz shall be entitled to, at its sole discretion, suspend you from utilising Billplz Services until the negative credit balance has been settled/offset.

Your Billplz Credit in your Billplz Account will expire after one (1) year from the date of the last transaction appearing in Billplz Account (i.e., account inactivity). The unused Billplz Credit in your Billplz Account is non-refundable but transferable (if requested) to another Billplz Account. Billplz does not accept liability for any loss arising from its execution of transfer instructions due to inaccurate details provided by you. Any instructions for transfer of the unused Billplz Credit shall be made before the expiry date referred to above. Otherwise, the unused Billplz Credit will be forfeited by Billplz.

Settlement Period for Collection using Shared FPX ID (via Online Banking Only)

- 5.3 Daily total collection (minimum RM0.01) will be deposited automatically into your bank account the next Business Day (UTC+08:00 Kuala Lumpur) anytime between 00:00–23:59 excluding Thursday, Friday, Saturday and Sunday. For example:

Collection Day	Settlement Day
Monday	Tuesday
Tuesday	Wednesday
Wednesday	Thursday
Thursday, Friday, Saturday and Sunday	Monday

- 5.4 If the present settlement day is a federal holiday or a special holiday where Billplz's office is closed, settlement day shall be the next Business Day. Settlement shall be provided on best effort basis based on the relevant Financial Institution's uptime and availability.

## 6. TAX

- 6.1 Any and all fees (including the Activation Fees and Service Fees) are exclusive of all taxes, levies or duties imposed by tax authorities, and you shall be responsible for payment of all such taxes, levies or duties. Merchant shall reimburse Billplz and hold Billplz harmless for all sales, use, value added tax, goods and services tax, excise, property or other taxes or levies which Billplz is required to collect or remit to applicable tax authorities.

## 7. TERM AND TERMINATION

- 7.1 **Membership Term.** The duration of this Agreement will continue until the proper termination of the Merchant's Billplz Account.

- 7.2 **Termination, suspension, closure or limiting of your Billplz Account without cause.** Billplz may terminate, suspend, close or limit your Billplz Account and/or access to Billplz Services or remove any data or content transmitted via the Software without liability and any license created hereunder may be terminated, suspended, closed or limited by Billplz. If this occurs, Billplz will refund your available Billplz Credit balance (after deducting any free/promo credits given by Billplz) and/or give you a prorated refund of the fixed fee paid based on the number of days remaining in your Membership Plan. For the avoidance of doubt, 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 Merchant.

- 7.3 **Termination, suspension, closure or limiting of your Billplz Account with cause.** Billplz has the right (but not the obligation) to terminate, suspend, close or limit your Billplz Account and/or access to Billplz Services or remove any data or content transmitted via the Software without liability and any license created hereunder may be terminated, suspended, closed or limited by Billplz:

- (i) if you fail to make any payments due within thirty (30) days of the due date;
- (ii) if you breach any of the provisions under this Agreement or if you fail to perform any obligation required of you, and such failure is not cured within a period of fourteen (14) day period;

- (iii) you file a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commence an action providing for relief under bankruptcy laws, file for the appointment of a receiver or is adjudicated a bankrupt;
- (iv) if Billplz reasonably believes that the Software is being used in violation of this Agreement or applicable law;
- (v) if requested by a law enforcement or government agency or otherwise to comply with applicable law, provided that Billplz shall use commercially reasonable efforts to notify Merchant prior to suspending the access to the Software as permitted under this Agreement;
- (vi) as otherwise specified in this Agreement;
- (vii) if you intentionally and/or knowingly use Billplz Services to do any of the following:
  - (a) receive payments directly or indirectly for:
    - any sexually oriented or obscene materials or services in violation of Billplz's policy;
    - any narcotics, other controlled or illegal substances, steroids or prescription drugs in violation of any laws;
    - wagers, gambling debts or gambling winnings, regardless of the location or type of gambling activity;
    - any counterfeit products;
    - any weapons including firearms, ammunition, high capacity magazines, air guns, explosives;
    - any fireworks or pyrotechnic devices or supplies;
  - (b) attempt to tamper, hack, modify or otherwise corrupt the security or functionality of Billplz Service;
  - (c) money laundering activities;
  - (d) any illegal or immoral activities, including but not limited to such activities that violate the laws of Malaysia.

Information on Billplz's servers and thereby access to the Software will be unavailable to Merchant if there is termination, suspension, closure or limitation applied to your Billplz Account. Billplz shall use reasonable endeavours to try giving Merchant notice of such termination, suspension, closure or limitation at its sole discretion.

- 7.4 **Termination by Merchant.** This Agreement may be terminated by you on ninety (90) days written notice to Billplz if Billplz fails to perform any material obligation required of it and such failure is not cured within ninety (90) days from Billplz's receipt of your notice or a longer period if Billplz is working diligently towards a cure.
- 7.5 **Effect of Termination.** Upon termination of this Agreement, Merchant shall no longer access the Billplz Account, Software and/or Billplz Services and Merchant shall not circumvent any security mechanisms contained therein. Merchant shall also forthwith withdraw any reference to or related forms by Billplz and/or Billplz Services from its documents and/or websites and shall forthwith cease the use of the Marks.
- 7.6 **Other Remedies.** Termination of this Agreement will not limit either Party from pursuing other remedies available to it, including injunctive relief, nor will such termination relieve your obligation to pay all fees that have accrued or are otherwise owed by you under this Agreement.
- 8. MERCHANT WARRANTIES AND OBLIGATIONS**

- 8.1 The Merchant is solely responsible for its Information as well as entry and maintenance of the same. The Merchant acknowledges that Billplz acts merely as a passive conduit for the online distribution of the Merchant's bills and facilitating payment from its customers to the Merchant's account.

Where Merchant utilizes the Payout service (in particular), Merchant shall at all times ensure that there is sufficient credit balance in the Payout Limit and that the payment details and instructions are accurate. Billplz does not accept liability for any loss arising from its execution of payment instructions due to inaccurate details provided by the Merchant.

- 8.2 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.
- 8.3 Merchant shall be obliged to inform its Authorized Users before the beginning of use of the Software about the rights and obligations set forth in this Agreement. Merchant will be liable for any violation of obligations by its Authorized Users, customers or by other third parties who violate obligations within the User's control. In this context, "**Authorized Users**" will consist of: (i) employees of Merchant and (ii) subject to Clause 13 (Confidentiality), third party contractors of Merchant who do not compete with Billplz ("**Permitted Contractors**"). Merchant is fully liable for the acts and omissions of Permitted Contractors under this Agreement.
- 8.4 Merchant shall be obliged to keep the login details, passcode, PIN and/or API integration keys required for the use of the Software confidential, to keep it in a safe place, and to protect it against unauthorized access by third parties with appropriate precautions. Personal access data must be changed at regular intervals.
- 8.5 Before entering its data and Information, Merchant shall be obliged to check the same for viruses or other harmful components and to use state of the art anti-virus programs for this purpose.
- 8.6 You shall use your best efforts to ensure that the Information and your activities (including your payments and receipt of payments) that are transacted through the Billplz Services is and/or does not:
- (i) false, inaccurate or misleading;
  - (ii) fraudulent or involve the sale of counterfeit or stolen items;
  - (iii) 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) infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy;
  - (v) 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);
  - (vi) defamatory, libelous, unlawfully threatening or unlawfully harassing;
  - (vii) obscene or contain child pornography;



- (viii) 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
- (ix) jeopardize any reputation or liability for Billplz or cause Billplz to lose (in whole or in part) Billplz Services.

## 9. DISCLAIMER

- 9.1 The Software, Billplz Services (including the APIs) and any other technology or materials are provided on an “as is” and “as available” basis. We make no representation or warranty, express or implied, that the Software, Billplz Services or any feature thereof shall always be reliable, timely, secure or defect free, or that the services will be uninterrupted and available at all or any particular time or location. You accept that we do not represent or warrant that the Software and/or Billplz Services will be error-free at all times. You are also aware and acknowledge that the Software and/or Billplz Services rely on third party technologies and facilities including internet connectivity which are not within our control. You acknowledge the characteristics and limitations of digital and wireless networks and that data may be corrupted, delayed or lost despite security and other measures taken by us. You agree not to hold us liable for any failures as highlighted above.
- 9.2 You expressly agree that your use of the Software and/or Billplz Services is at your sole risk and discretion and you will assume total responsibility. You will rely on your own review and evaluation of the Software and/or Billplz Services to assess its suitability for your particular purpose. Your sole remedy against us in the event of dissatisfaction is to cease using Billplz Services.
- 9.3 Billplz reserves all its rights to adjust and amend the contents of the Software and/or Billplz Services (including the APIs) from time to time. If such adjustment or amendment leads to necessary changes in the Merchant’s software, interfaces or operating procedures, Billplz shall use reasonable endeavours to try notify Merchant within a reasonable period and Merchant agree to bear all the costs at Merchant’s end in relation to such adjustment and amendment, and in ensuring business as usual.

## 10. LIABILITY

- 10.1 Our obligations hereunder relate strictly to the operation of the Billplz Services. Except as set out in this Agreement, we shall not be liable for the goods, services or any transactions which you conduct with your customers and/or merchants or other parties via your Billplz Account. You shall resolve all and any dispute whether as to quality, safety, merchantability, legality or any other matters directly with the relevant customer, merchant or third party.
- 10.2 You shall be solely responsible for any fees charged by merchants, banks or other third parties, and/or the payment of sales and services tax and/or value added tax and any other duties or charges arising from the transaction undertaken by you with merchants, banks and third parties.
- 10.3 Billplz will have no liability for any claim of infringement based on: (i) Software which has been modified by parties other than Billplz where the infringement claim would not have occurred in the absence of such modification; (ii) your use of the Software in conjunction with data where use with such data gave rise to the infringement claim; or (iii) your use of the Software outside the permitted scope of this Agreement.



- 10.4 We shall not be responsible in the event that your Billplz Account is compromised due to your failure to keep your login details, passcode, PIN and/or API integration keys secure.
- 10.5 You should promptly notify us in the event there are any irregularities to your Billplz Account. We are however under no obligations whatsoever to effect any transaction reversal or refund unless our investigations reveal an error in our Software or a default or omission on our part.
- 10.6 To the fullest extent permitted by law, we, including our directors, officers, employees, subsidiaries, affiliated and holding companies, will not be liable to you or any third party for any loss or damages whatsoever, whether direct, indirect, consequential, punitive, exemplary or incidental arising out of or in connection with your Billplz Account or the failure of the Software and/or Billplz Services to operate, including without limitation loss of opportunity, goodwill, revenue, profits or data, damage to property, injury to person or death, theft, fraud, machine downtime or damages caused by any deficiency, defect, error or malfunctioning of the Software and/or Billplz Services. Your acceptance of this limitation is an essential term of your use of Billplz Services and you acknowledge that we would not have otherwise agreed to provide Billplz Services to you without your agreement to this term.
- 10.7 Billplz' liability (if any) shall not in aggregate exceed the amount of a Merchant's monthly Activation Fee which gave rise to such damages.

## 11. INDEMNITY

- 11.1 You agree to indemnify us, our directors, officers and employees, subsidiaries, affiliated and holding companies to the fullest extent possible, from and against any and all liabilities, costs, demands or claims whatsoever on a full indemnity basis, which may be made by any third party or suffered by us due to a breach by you of this Agreement, or arising in any way from your default, acts, omissions and/or negligence in connection with the Billplz Services.

## 12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 **Billplz License Grant.** Subject to all limitations and restrictions contained in this Agreement, Billplz grants Merchant a term subscription, non-exclusive and non-transferable right to access the Software as hosted by Billplz. You irrevocably acknowledge that, subject to the licenses granted herein, you have no ownership interest in the Software or Billplz materials provided to you. Billplz will own all right, title, and interest in such Software and Billplz materials, subject to any limitations associated with intellectual property rights of third parties. Billplz reserves all rights not specifically granted herein.

In respect of our APIs, Billplz grants Merchant a non-exclusive, non-transferable and limited license to access its APIs and documentation only as necessary to develop, test and support integration of Merchant's application with Billplz Services. Merchant may not sell, rent, lease, sublicense, redistribute or syndicate access to any of Billplz's APIs. Billplz own and will continue to own its APIs and documentation, including all related intellectual property rights therein.

- 12.2 **Merchant License Grant.** Merchant grants to Billplz a non-exclusive, royalty-free license to access, use, reproduce, modify, perform, display and distribute Merchant data or Information as is reasonable or necessary for Billplz to perform or provide the Software.
- 12.3 **Use.** Merchant will have a limited right and license to Use the Software solely for its internal business purposes. The Software shall perform the functions as described in Billplz's Website. Merchant shall not allow any website that is not fully owned by Merchant to frame, syndicate,

distribute, replicate or copy any portion of Merchant's website that provides direct or indirect access to the Software.

- 12.4 **License Type.** The type of license granted is as follows: each Billplz Account that a Merchant has shall be linked to only one bank account of the Merchant. Each Billplz Account has three (3) levels of permission, i.e. (a) Owner (a person being delegated with full ownership and responsibility over the Billplz Account); (b) Manager (a person being delegated with collection responsibility in the Billplz Account) and Viewer (a person being given only viewing capabilities of the Billplz Account). Merchant may designate different staff, officers or employees with varying permissions set out above, rights or limitations at any time without notice to Billplz. Billplz will not accept liability including any loss, fraud or misuse of Billplz Account by Merchant or any of its officers, employees or any third parties.
- 12.5 **Additional Restrictions.** You shall use Billplz Services strictly in accordance with this Agreement. You shall not and shall not permit others to:
- (i) decompile, reverse engineer, disassemble, attempt to derive the source code or decrypt the Software. Decompiling, reverse engineering and disassembling include, without limitation: (a) converting the Software from a machine-readable form into a human-readable form; (b) disassembling or decompiling the Software by using any means or methods to translate machine-dependent or machine-independent object code into the original human-readable source code or any approximation thereof; (c) examining the machine-readable object code that controls the Software's operation and creating the original source code or any approximation thereof by, for example, studying the Software's behavior in response to a variety of inputs; or (d) performing any other activity related to the Application that could be construed to be reverse engineering, disassembling, or decompiling. To the extent any such activity may be permitted pursuant to written agreement, the results thereof will be deemed Confidential Information subject to the requirements of this Agreement. Merchant may use Billplz's Confidential Information solely in connection with the Software and pursuant to the terms of this Agreement.
  - (ii) make any modification, adaptation, improvement, translation or derivative work from the Software;
  - (iii) violate any applicable laws, rules or regulations in connection with your access or use of the Software;
  - (iv) remove, alter or obscure any proprietary notice in connection with the Software;
  - (v) use the application for any revenue-generating endeavour, commercial enterprise or other purposes for which it was not designed or intended;
  - (vi) use the Software for creating a service, product or software which directly or indirectly competes or substitutes Billplz Services;
  - (vii) use the Software to send out spams or unsolicited emails; or
  - (viii) use any of our intellectual property or other proprietary information in the design, development or distribution of any applications, accessories or devices for use with Billplz.
- 12.6 **Collaterals.** You should assume that all software and collaterals in connection with Billplz Services, and all graphics, text, photographs, artwork, logos, user interfaces, sounds, music, computer code and other materials in our Website or our Software, including but not limited to our logos, the design, "look and feel", expression and arrangement of the website and application, is owned, controlled by or licensed to us and/or protected by copyright, trademark or other intellectual property rights. Save as expressly provided herein, no license is granted to you by implication,

estoppel or otherwise with respect our intellectual property and you may not use, copy, reproduce, transmit or distribute any component or part of our intellectual property without our prior written consent.

12.7 **Marks and Publicity.** Billplz's Marks and your Marks, are the sole and exclusive property of the respective owning Party, which owns all right, title and interest therein. Neither Party grants to the other any title, interest or other right in any Marks except as provided in this Clause.

- (i) Billplz may: (a) use your name and/or logo within product literature, press release(s), social media, and other marketing materials; (b) quote your statements in one or more press releases; (c) make such other use of your name and/or logo as may be agreed between the Parties; and/or (d) include your name and/or logo within its list of customers for general promotional purposes. You shall use such Marks in accordance with Billplz's directions as communicated in writing to you from time to time. You do not have a right of sub-license. Billplz may apply limitations to the right granted to you under this Clause at any time and at its sole discretion.
- (ii) Merchant may use Billplz's name and/or logo on its websites and in any off-line promotional materials for the sole purpose to indicate that you make use of the Billplz Services. Billplz shall comply with your trademark use guidelines as such are communicated to Billplz in writing and Billplz shall use your Marks in a manner which is consistent with industry practice.

### 13. CONFIDENTIALITY

13.1 **Definition. "Confidential Information"** includes all information marked pursuant to this Clause and disclosed by either Party and generally not publicly known, whether tangible or intangible and in whatever form or medium provided, as well as any information generated by a Party that contains, reflects, or is derived from such information. For clarity, the term "Confidential Information" does not include any personally identifiable information. Obligations with respect to personally identifiable information (if any) are set forth in the Clause 14 (Privacy Policy & Data Protection Obligations).

13.2 **Confidentiality of Software.** All Confidential Information in tangible form will be marked as "Confidential" or the like or, if intangible (e.g., orally disclosed), will be designated as being confidential at the time of disclosure and will be confirmed as such in writing within thirty (30) days of the initial disclosure. Notwithstanding the foregoing, the Software is deemed as Billplz's Confidential Information with or without such marking or written confirmation.

13.3 **Exceptions.** The obligations of the Parties contained hereunder will not apply to any material or information that: (i) is or becomes a part of the public domain through no act or omission by the receiving Party; (ii) is independently developed by the other Party without use of the disclosing Party's Confidential Information; (iii) is rightfully obtained from a third party without any obligation of confidentiality; or (iv) is already known by the receiving Party without any obligation of confidentiality prior to obtaining the Confidential Information from the disclosing Party. In addition, neither Party will be liable for disclosure of Confidential Information if made in response to a valid order of a court or authorized agency of government, provided that notice is promptly given to the disclosing Party so that the disclosing Party may seek a protective order and engage in other efforts to minimize the required disclosure. The Parties shall cooperate fully in seeking such protective order and in engaging in such other efforts.

13.4 **Non-Disclosure.** Each Party agrees at all times to use all reasonable efforts, but in any case no less than the efforts that each Party uses in the protection of its own Confidential Information of like value, to protect Confidential Information belonging to the other Party. Each Party agrees to

restrict access to the other Party's Confidential Information only to those employees, sub-contractors or third parties who require access in the course of their assigned duties and responsibilities.

- 13.5 **Suggestions/Improvements to Software.** Notwithstanding this Clause, unless otherwise expressly agreed in writing, all suggestions, solutions, improvements, corrections and other contributions provided by you regarding the Software or other Billplz materials provided to you will be owned by Billplz, and you hereby agree to assign any such rights to Billplz. Nothing in this Agreement will preclude Billplz from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by Billplz in the performance of services hereunder.
- 13.6 **Obligation of Confidentiality.** During the Term and after termination or expiration of this Agreement, 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 13.3; and (iii) not use the Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.

#### 14. PRIVACY POLICY & DATA PROTECTION OBLIGATIONS

- 14.1 You agree to our [Privacy Policy](#) incorporated herein by reference and accept that it forms an essential and integral part of this Agreement.
- 14.2 You consent to our use of your personal data in accordance with the terms of our Privacy Policy. You agree that by registering a Billplz Account with us and/or using Billplz Services, you have authorized and consented to your personal data being disclosed to and/or processed by such third parties as may be necessary for the purposes of our providing the Billplz Services services to you.
- 14.3 You grant us consent to confirm your personal data with other entities or agencies in order for us to verify your identity and/or to comply with any legal or regulatory requirements in connection with Billplz Services.
- 14.4 You accept that we may be required to revise our Privacy Policy from time to time. All revisions will be promptly notified through our Website. Your continued use of Billplz Account and/or Billplz Services shall mean that you have agreed and consented to our Privacy Policy as revised.

#### 15. THIRD PARTY TERMS AND WEBSITES

- 15.1 **Third Party Services and/or Software.** Billplz Services may use third party services and/or contain third party software that requires notices and/or additional terms and conditions. Such required third party services and/or software notices and/or additional terms and conditions may be requested from Billplz and are made a part of and incorporated by reference into this Agreement. By accepting this Agreement, Merchant is also accepting the additional terms and conditions, if any, set forth therein.
- 15.2 **Third Party Websites.** The Website and/or Software may provide hyperlinks to websites not controlled by us and such hyperlinks do not imply our endorsement, agreement on, or support of the content, products and/or services of such applications or websites. The Website and/or Software does not editorially control the content, products and/or services on such websites and shall not be liable, in any nature whatsoever, for the access to, or the inability to access to, or the use, inability to use or content available on or through such websites.

## 16. GENERAL PROVISIONS

- 16.1 **Severability.** If any provision of this Agreement is found to be invalid, void or unenforceable under any applicable law, such provision shall be excluded or deemed deleted to the limited extent necessary and replaced with a valid provision that best embodies the intent of this Agreement. The remaining provisions herein shall not be affected and shall continue to apply to the fullest extent.
- 16.2 **Non-Waiver.** Our failure to enforce or insist on strict performance of any of this Agreement shall not be construed as a waiver of any provision or right herein unless such waiver is made in writing, nor shall any course of conduct between us or any other party be deemed to modify any provision of this Agreement.
- 16.3 **Successor.** This Agreement may not be construed or interpreted to confer any rights or remedies on any third parties. This Agreement shall be binding on your successors-in-title and permitted assigns.
- 16.4 **Survival.** Where any term hereof by its sense, nature or context is intended to survive the closure of your Billplz Account or termination of the agreement between us, such term shall continue in full force and effect to be binding on you, including, without limitation, terms as to representations, warranties, indemnities, limitation of liabilities, intellectual property rights and personal data.
- 16.5 **Force Majeure.** We will not be responsible for any delay or failure in performing our obligations herein due to an unforeseeable event or causes which are not within our reasonable control (force majeure). Force majeure events shall include without limitation acts of sabotage, fire, natural catastrophes, legislative or regulatory changes or directives, and failure or interruption of utilities such as electricity, telecommunications, internet service providers, banking systems or other third party providers.
- 16.6 **Injunctive Relief.** You acknowledge that a breach of Clauses 8 and 13 would cause Billplz imminent irreparable injury and that Billplz will be entitled to, in addition to any other remedies available at law or in equity, temporary, preliminary, and permanent injunctive relief in the event you do not fulfill your obligations under Clauses 8 and 13.
- 16.7 **Assignability.** We may assign, transfer, subcontract and/or novate our rights or obligations under this Agreement as we deem fit or necessary subject only to prior notice to you by publication herein.
- 16.8 **Language.** In the event of a dispute between the English and non-English versions of this Agreement (if any), the English version shall be the prevailing and governing document.
- 16.9 **Governing law and jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of Malaysia and in the event of any legal proceedings arising out of or in connection herewith, you agree to submit to the exclusive jurisdiction of the courts of Malaysia.
- 16.10 **Notice.** Any notice required under this Agreement shall be given in writing and will be deemed effective upon delivery to the Party to whom it is addressed. All notices shall be sent to the applicable address specified on the registration documents or to such other address as the Parties may designate in writing.
- 16.11 **Headings.** Headings are for reference purposes only, have no substantive effect, and will not enter into the interpretation hereof.