

User Privacy

Disclaimer

This Service is provided on an “as is” and “as available” basis. DahPay (M) Sdn Bhd disclaims all liability and makes no express or implied representation or warranties of any kind in relation to the Service including but not limited to:

Availability, accessibility, timeliness and uninterrupted use of the Service; and sequence, accuracy, completeness, timeliness or the security of any data or information provided to you as part of the Service.

For more details and definitions, please refer to terms and conditions.

Introduction

DahPay (M) Sdn. Bhd.(hereinafter, “**we**”, “**us**”, or “**our**”) (Company No. 1261728-U) values privacy and we are committed to protecting all Personal Information (as defined below) kept by us, in accordance with the relevant laws (including the Personal Data Protection Act, 2010), this Privacy Notice and our Terms of Use. For the avoidance of doubt, unless the context requires otherwise, the words used in this Privacy Notice shall have the same meanings stipulated in the Terms of Use.

This Privacy Notice describes our practices regarding the Personal Information we collect through your download and use of the MyMakanan smartphone and mobile device application (the “**App**”), and your use of or access to the <https://mymakanan.my> website (the “**Site**”) (collectively, together with the App, the “**Platform**”) and all content, products, services and functionality available at or through the App and the Site (collectively, together with the Platform, the “**Services**”).

This Privacy Notice explains:

- The type of Personal Information we collect and how we collect it;
- How we use your Personal Information;
- The parties that we disclose the Personal Information to; and
- The choices we offer, including how to access and update your Personal Information.

In the event of any conflict between the English and other language versions, the English version shall prevail.

By using our Services, you agree to the terms of this Privacy Notice and you will be deemed to have consented to the collection, use and disclosure of your Personal Information in accordance with this Privacy Notice.

What Kind Of Personal Information We Collect and How We Collect It

“Personal Information” means any information that relates to you or allows someone to identify you, including, for example, your name, address, telephone number, e-mail address, information about your transactions in relation to the Services such as reward points, reward points account balances, redemption history, and account activities as well as any other non-public information about you that is associated with or linked to any of the foregoing data. **“Anonymous Information”**, means, data that is not associated with or linked to your Personal Information including, aggregated information. Anonymous Information does not, by itself, permit the identification of individual persons.

In order to enable us to provide you this Service we may need to and/or may be required to collect, record, hold, use, disclose and store (i.e. “process”) Personal Information and Anonymous Information, including, but not limited to:

(a) Information you provide to us through your relationship with us, including but not limited to, information provided by you when using the Services, when interacting with the Sellers, when taking part in customer surveys, competitions and promotions.

Examples include:

- Personal Information from you, such as your first and last name, profile picture, photos or avatar, gender, age, ethnicity, marital status, educational level, interests, hobbies, precise location-based information, e-mail and mailing addresses, phone numbers, device ID numbers, and passwords when you create an account for our Services (**“MyMakanan Account”**), and any other information you directly give us through the Services (including, but not limited to messages that you send through the Services).
- Information about your interactions with the Services including, your engagement with particular Sellers, and the products and services you have purchased.
- Information you disclose through your interactions with the Sellers.

- Information necessary to complete a transaction through the Services, including your name and shipping information where applicable.
- Information such as files and messages that you store using your MyMakanan Account.
- Information from written communications when you provide us feedback or contact us e.g. your name and e-mail address, as well as any other content included in the e-mail, in order to send you a reply.

(b) Information collected by technology via the Platform.

For example:

- Information from you, including your web browser type, Internet Protocol (IP) address (a number that is automatically assigned to your computer when you use the Internet, which may vary from session to session), domain name, user profiles, and/or a date/time stamp for your visit, and, with respect to your mobile phone, the unique device identifier, better known as the Android ID.
 - Information from third party service providers, with your consent, which may include your profile content or other types of personally identifiable information.
 - Cookies and URL information to gather information regarding the date and time of your visit and the information for which you searched and viewed. “Cookies” are small pieces of information that a website sends to your computer’s hard drive while you are viewing a website. We may use both session Cookies (which expire once you close your web browser) and persistent Cookies (which stay on your computer until you delete them) to provide you with a more personal and interactive experience on the Platform. Persistent Cookies can be removed by following web browser’s directions.
 - Information from corresponding technologies used in connection with mobile phones, including the Android ID, to record date, time, search and viewing information related to your mobile phone.
 - Information about how you use and interact with the Platform and the Services via third party analytics services such as Google Analytics (<https://www.google.com/analytics>) or Google AdSense (<https://www.google.com/adsense>). Such third-party analytics services may use Cookies to gather information such as the pages you visited, your IP address, a date/time stamp for your visit and the sites that redirected you to the Platform.
- (c) Information from third parties or other sources** which you have given your consent to disclose information relating to you and/or where not otherwise restricted.

(d) **Information collected from you about others** in situations where you decide to invite a third party to create a MyMakanan Account. We will collect your and the third party's names and e-mail addresses in order to send an e-mail and follow up with the third party.

How We Use Your Personal Information

(a) **For general use or collected by technology.** In addition to the purposes stated above, we may use your Personal Information either to respond to requests that you make, or to aid us in serving you better, whether or not through technological means, for one or more of the following purposes:

- to provide the Services;
- to facilitate the creation of and secure your DahPay Account on our network;
- to identify you as a user in our system;
- to provide improved administration of our Services;
- to notify visitors about updates to our Services;
- to promote our Services; or products, services and special offers of third parties whose products and services we think may be of interest to you;
- to improve and customize the quality of experience when you interact with our Services;
- to send you a welcome e-mail and to verify ownership of the e-mail address provided when your DahPay Account was created;
- to send you administrative e-mail notifications, such as security or support and maintenance advisories;
- to respond to your inquiries related to employment opportunities or other requests;
- to send offers and promotional materials related to our Services and for other marketing purposes;
- to track user-specific information on what pages users' access or visit;
- to improve and customize the quality of experience when you interact with the Platform, and the Services;
- for our day to day operations and administrative purposes including account management, billing and collection, audits, reporting and investigations;
- for the purposes of enforcing or defending our legal rights and/or obtaining legal advice;

- to assist in the prevention, detection or investigation of crime or possible criminal activities or for the administration of justice;
- for security and internal audit purposes;
- for such other purposes as may be directed or consented to by you; and
- for all other purposes in relation to or incidental to the above.

(b) Creation of Anonymous Information. We may also anonymise or aggregate your Personal Information by excluding information (such as your name) that make the data personally identifiable to you. This Anonymous Information may be used to personalize the Services, including directing certain advertisements to make them more relevant to you or to analyse request and usage patterns so that we may enhance the content of the Services and improve the Platform navigation or for any related market research purposes, either internally or through third parties.

Disclosure of Your Personal Information

Subject to any laws (including regulations, guidelines and/or obligations) applicable to us and our Affiliates (as defined below) (whether in or outside Malaysia), we may disclose your Personal Information as described below and elsewhere in this Privacy Notice:

(a) Third Party Service Providers. We may share your Personal Information with third party service providers who may be located within or outside Malaysia

- (a) to provide you with the Services that we offer you through the Platform;
- (b) to conduct quality assurance testing;
- (c) to facilitate creation of accounts;
- (d) to provide technical support; and/or
- (e) to provide other services to us.

These third-party service providers are not required to use your Personal Information other than to provide the Services requested by us.

(b) Affiliates and Acquisitions. We may share some or all of your Personal Information with our joint venturers, or other companies under a common control (our “**Affiliates**”), in which case we will require our Affiliates to honour this Privacy Notice.

(c) Social Networking Sites (SNS). The Services may, with your consent, automatically post, information on your SNS profile based on your most recent activities (e.g., you used a coupon to purchase tickets to the newest blockbuster movie). See the section on Third Party Websites below for more information.

(d) We Do Not Share Personal Information with Advertisers, but...we do, however, allow advertisers to request that their advertisements are directed at certain users (e.g., users in a certain geographic location, or age, gender and/or with certain interests). In the event that you interact with certain advertisements, the advertisers (or the company which the advertiser works with, for example, its advertising agency or an advertising network) may determine certain characteristics about you.

(e) Third Party directed or consented to by you. We may share your Personal Information with any persons directed by or consented to by you.

(f) Professional Advisors. We may share your Personal Information with our professional advisors including but not limited to legal advisors, tax advisors, financial advisors, auditors, insurance brokers etc.

(g) Other Disclosures. Regardless of any choices you make regarding your Personal Information, we may disclose Personal Information if we believe in good faith that such disclosure is necessary (a) in connection with any legal investigation; (b) to comply with relevant laws or to respond to subpoenas or warrants served on us; (c) to protect or defend our rights or property or users of the Services; and/or (d) to investigate or assist us in preventing any violation or potential violation of the laws, this Privacy Notice, or the Terms of Use.

We may also be required to transfer your personal data outside of Malaysia for the purposes and to such third parties stated in this Notice.

Third Party Websites

When you click on a link or, in case of smartphone and mobile device, swipe left to connect to any other website or location, you will leave the Services and be redirected

to another site and another entity may collect Personal Information or Anonymous Information from you. We have no control over, do not review, and cannot be responsible for, these external websites or their content. This Privacy Notice do not apply to these external websites or their content, or to any collection of data after you click on links or swipe left to connect to these external websites.

By using the Services, you will also be able to connect with third party services and your SNS.

By logging-in to your SNS from our Platform, your SNS will provide us a token that allows them to recognize us when we ask, on your behalf, for access to your account information or to post information on your SNS profile. You will be able to revoke our access to any of your SNS at any time by amending the appropriate settings from within your account settings on your applicable SNS, though such revocation may limit the Services we are able to provide you. In addition, when you engage in certain activities within the Services, those activities may be automatically posted to your SNS profile. You will be able to disable this functionality at any time by logging into your SNS profile and selecting the option to disable this feature.

Retention and Security of Your Personal Information

We place great importance on ensuring the security of your Personal Information and will regularly review and implement up-to-date technical and organisational security measures to safeguard the confidentiality and security of all your Personal Information. This includes contractual agreements with relevant third parties, whereby we shall endeavour to procure them to incorporate our standards as a minimum. Your Personal Information will also be retained in compliance with this Privacy Notice and/or the terms and conditions of your agreements for the duration of your relationship with us, for such period as may be necessary to protect our interests as may be deemed necessary, where otherwise required by the law or relevant regulation.

We also require you to enter a password that you should not disclose to anyone, to access your MyMakanan Account information and will require you to enter that same password again in order to access any sensitive information, including credit card information.

Disclaimer: No method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we use reasonable efforts to protect your Personal Information, we cannot guarantee its absolute security.

Your Rights to Access and Correct Your Personal Information

(a) Choices. We offer you choices regarding the collection, use, and sharing of your Personal Information. Nevertheless, should you decline to provide any Personal Information that is essential to us to enable us to process your application/request (for example for the registration), we may not be able to process your application/request or provide you with this Service.

- We will periodically send you free newsletters and e-mails that promote the use of the Services. When you receive newsletters or promotional communications from us, you may indicate a preference to stop receiving further communications from us and you will have the opportunity to “opt-out” by following the “unsubscribe” instructions provided in the e-mail you receive, by terminating your MyMakanan Account or by contacting us directly (please see contact information below).
- Despite your indicated e-mail preferences, you may not opt-out of communication related to the terms and conditions of the Services, including any updates to our Terms of Use or Privacy Notice unless you deactivate the use of the Services.

(b) Changes to Personal Information.

You may have access to or change your Personal Information in our possession or control through your profile within your MyMakanan Account. Any request of access to correct Personal Information may be subjected to a fee and also to the provisions of the applicable laws. We reserve the right to decline requests that jeopardize the security and privacy of the personal information of others as well as requests that are impractical or not made in good faith. Additionally, it is important to note that system-recorded Personal Information is not editable. When we delete any information, it will be deleted from the active database, but may remain in our archives. To the extent permitted by

law, we may also retain your information for fraud prevention or similar purposes required by laws.

What If Personal Information Provided By You Is Incomplete?

Where indicated (for example, during first-time sign-in for a MyMakanan Account), it is obligatory to provide your Personal Information to us in order to enable us to process your application for a MyMakanan Account, or for us to provide you with our Services. Should you decline to provide such obligatory Personal Information, we may not be able to process your application and/or provide you with our Services.

Disclaimer

The accuracy and completeness of your personal data depends on the information you provide. We assume that the information you have provided is accurate, up to date and complete unless you inform us otherwise.

Revisions to Privacy Notice

We may review and update this Privacy Notice from time to time to reflect changes in the laws, in our business practices, procedures and structure, and the community's changing privacy expectations. The latest version of the Privacy Notice will be made available on the Platform.

Where we consider, at our sole discretion, that the revisions made on the Privacy Notice are substantive, notice of such revisions will be provided on the Platform or by such other means of communication deemed suitable by us, for example, by sending you an e-mail to the last e-mail address you provided to us. Please note that at all times you are responsible for updating your Personal Information and to provide us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice.

If you do not agree to the changes in our use of your Personal Information, you must notify us immediately and deactivate your MyMakanan Account with us. Continued

use of our Services, following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

Should you have any query in relation to this Privacy Notice or how we handle your Personal Information, kindly contact info@dahpay.com

User Terms and Conditions

1. Definitions

For the purpose of these Terms and Conditions, the following terms shall, unless the context otherwise requires, have the meanings as defined below. All other terms not defined herein shall have the meaning as may generally be accepted within the industry based on the context used herein:

- “Account” means your electronic account which is:
- (a) link to the telephone number of your Mobile Device;
 - (b) link to the email address you registered;
 - (c) managed and supervised by DahPay; and
 - (d) which records, amongst other things, the transactions which is available to you for use;
- “Activation” means the point in time when your Account is activated for use;
- or
- “Activated”
- “App” means software application named as “MyMakanan” or such other name as may be determined by DahPay from time to time which is downloaded unto the Mobile Device;
- “Authenticated” or “Authenticated” means a confirmation sent by you to DahPay authorising a particular transaction undertaken or transacted by you. Such authenticated shall be in a manner stipulated or determined by DahPay from time to time including but not limited to keying in your personal identification number;
- “DahPay.” or “we” or “us” or “our” means DahPay (M) SDN. BHD. (Company No. 1261728-U);
- “Cash-In” means the topping up of the Electronic Money into your Account;
- “Cash Out” means the withdrawal of Electronic Money from your Account;
- “Charges” has the meaning prescribed to it in Clause 8 hereunder;
- “Daily Transaction Limit” means the limit imposed on relevant Transaction in any one (1) calendar day;
- “Electronic Money” means money in digital form provided by Dahpay in exchange for monies paid to Dahpay and which may utilized by you via the App to make Payment, to Cash Out, to do an Electronic Money Transfer and/or to undertake such other transactions which may be stipulated by Dahpay from time to time;

- “Electronic Money Transfer” means the service which enables you to transfer Electronic Money from your Account to another user’s Account or to receive Electronic Money into your Account from another user’s Account;
- “FAQ” means frequently asked questions as made available on <https://mymakanan.my/faq>;
- “Intellectual Property Rights” means rights in, and in relation to, any patents, registered designs, design rights, trademarks, trade and business names (including all goodwill associated with any trademark or trade business names), copyright and related rights, moral rights, databases, domain names, semi-conductor and other topography rights and utility models, and including the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals thereof);
- “Mobile Device” means a portable and wireless telecommunications device together with accessories including but not limited to smartphones and handheld tablets used by you to access and/or use the Service;
- “Monthly Transaction Limit” means the limit imposed on relevant Transaction in any one (1) month;
- “Payment” means the payment to Dahpay and/or Participating Sellers for the purchase of goods and services using Electronic Money by means of the App;
- “Participating Seller” means sellers designated by Dahpay to sell goods and/or services in exchange for Electronic Money by means of the App;
- “Partners” means the business partners of Dahpay who offer and sell its goods and services (including but not limited to prepaid mobile credit reload from Maxis, Digi, U Mobile, Tune Talk, XOX, Altel) on the App and/or MyMakanan website;
- “Refund Policy” means the refund policy as set out in Clause 14 hereof or may be determined from time to time by Dahpay with respect to the Services;
- “Service(s)” means a stored value service provided by Dahpay via the App which enables you to perform the transactions set out in Clause 2.5;

“Terms and Conditions” or “Agreement” means these terms and conditions for the Service as may be varied or modified from time to time at Dahpay’s sole discretion;

“Transaction” means the transaction performed by you via the Service including: –
(a) Payment;
(b) Cash-In;
(c) Cash-Out;
(d) Electronic Transfer; and
(e) or any other service as may be introduced by Dahpay from time to time;

“You” or “Your” means the person who uses and/or accesses the Services;

“KYC” means Know Your Customer process as determined by us from time to time;

“Password and PIN” means the password used to log into the App and the PIN is used to authorize every payment from the account.

2. Use of Service

2.1 In order to use the Services, you are required to create an account on the website or Apps by clicking on the “Register” link and following the on-screen prompts, and provide the requested information including but not limited to your name as per identity card, preferred name, password, your mobile phone number or other similar identification properties. Further information on creation of account on the App may be obtained from the FAQ page;

The provision of the Services and the Activation of your Account is at Dahpay’s sole and absolute discretion.

You may only use the Services once your Account has been Activated. Once your Account has been Activated, your use of the App and the Service shall be strictly in accordance with these Terms and Conditions.

The App and the Services is only available on a Mobile Device and is strictly for your own personal use only as a subscriber of the Service. Any instructions, confirmation and/or communication sent from your Mobile Device shall be deemed to have been sent and/or issued by you irrespective of whether such instructions, confirmations and/or communications were actually sent by you or not. You shall be personally liable and

responsible for the use of your Account including but not limited to all transactions undertaken and/or transacted using the Account once the said transaction has been Authenticated irrespective of whether the transactions is undertaken and/or transacted by you unless it can be established that such transactions was erroneously transacted due to an error on DahPay's part.

2.2 The Services made available to you via the App may perform the following transactions (the "**Transactions**");

- (a) Payment;
- (b) Cash-In;
- (c) Cash-Out;
- (d) Electronic Money Transfer; and
- (e) or any other service as may be introduced by us from time to time.

2.3 All the aforementioned transactions by you shall only be undertaken and/or transacted with Electronic Money save and except for Cash In.

2.4 The Services may also allow you to purchase products and/or services from third parties including the Participating Sellers. Any transaction entered into between you and such third parties for third party product and/or services shall also be subject to any terms and conditions which may be stipulated by such third parties. Any such transactions are entered into at your own risk and you acknowledge and agree that you understand the risk taken.

2.5 Dahpay shall not take any responsibility and/or liability for the products and/or services offered by the third parties to you including but not limited to the delivery, quality (including any defects or deficiency in the products and/or services), safety or the fitness for purpose of the products and/or services purchased by you from such third parties.

2.6 Dahpay shall not be responsible for the refusal of any seller to honor or accept your purchases or payment made through the use of the Service. You further acknowledge and agree that you shall not initiate any legal proceedings against us for any claim you may have against such third parties.

In using the App and the Services:

- (a) you authorize the deduction of Electronic Money and/or funds from your Account and the deposit of Electronic Money and/or funds into your Account to carry out the relevant transactions;

(b) your use of the Service is subject to the Transaction Limit applicable to our Account. This qualification includes but is not limited to you being restricted and/or prohibited from perform a Cash In transaction or receiving a Electronic Money Transfer whereby the total amount in your Account will exceed your Limit; and

(c) you are to ensure that there is sufficient Available Balance in your Account before using the Service to cover the total cost of the transaction (including any taxes and other applicable fees or charges) failing which Dahpay reserves the right to block, reject or decline the transaction to be transacted through your Account;

2.7 Dahpay does not make any warranty, representation and/or undertaking (expressly, impliedly or otherwise) that the App and any subsequent revisions, modifications, updates, upgrades or versions is and would be compatible with your Mobile Device. It is your responsibility to ensure that the App is and will be compatible with your Mobile Device at all times and you acknowledge and agree that Dahpay shall not be liable in any manner whatsoever for any liability, loss, damages, cost and expense suffered and/or incurred by you due to the App being incompatible with your Mobile Device.

2.8 You shall, at all times be solely responsible to keep confidential and safeguard your account details including your username and transaction PIN Number. You shall not disclose your username and transaction PIN Number to any person. If you key in the wrong PIN Number more than **three (3) times**, your Account will be blocked and DahPay will suspend any Transactions made. Please contact us at **info@dahpay.com** to reactivate your Account. You shall be solely responsible and liable for any use and misuse of your Account and transaction PIN Number and all activities that occur under your Account.

2.9 The record of all Transactions authenticated through the transaction PIN Number and Mobile Device number registered for the Account shall be binding and conclusive evidence of your Transactions. Any information, instructions and/or confirmation sent from the Mobile Device via the Account shall be deemed to have been issued by you notwithstanding that such information, instructions and/or confirmation may have been issued by a third party, whether authorised or otherwise, DahPay shall deem that the Services has been accessed legitimately and the Transactions conducted shall be valid. DahPay shall not entertain any request to reverse any wrongful Transactions authenticated through the Transaction PIN Number and Mobile Device / mobile number registered for the Account.

2.10 Notwithstanding anything to the contrary, we reserve the right to block or decline any transaction at our sole and absolute discretion without assigning any reason thereto.

2.11 You may opt out from the Service at any time by deleting your account on the app.

2.12 You agree to indemnify DahPay from any expenses, liability, loss, damages and actions whatsoever arising from your purchase and use of products that are powered by MyMakanan from DahPay.

3. User Account Registration

3.1 Basic User Account:

(a) To register as a user for this Basic User Account, a potential subscriber only needs to produce basic identification documents and/or information, sufficiency of such document for any approval for the Basic User Account shall be determined by us. All potential subscribers for this Basic User Account shall be screened by us. The approval of any application to subscribe for this Basic User Account shall be at our sole and absolute discretion.

(b) Subject to your fulfilment of further KYC process as determined by DahPay, a user of the Basic User Account can perform the following transactions:

(a) Cash In;

(b) Payment.

To subscribe for the Basic User Account all users must submit mobile number, name as per ID, preferred name, email address, ID number or if necessary, ID documentation and will be subjected to a KYC process to ensure compliance with all relevant legislation and regulations. We reserve all rights to refuse, reject and/or decline any application by a user at our sole and absolute discretion without assigning any reasons whatsoever, and our decision shall be final and conclusive.

3.2 Your Responsibility

You shall:

(a) keep your personal information, Password and PIN for your Account confidential at all times and shall take all steps to prevent the disclosure of your Password and PIN;

(b) ensure that all information and data provided to DahPay including personal data are true, accurate, updated and complete at the time of provision and shall promptly update such information and data if there are any changes to the same. DahPay shall not be

responsible and liable whatsoever and howsoever to you due to any inaccurate or incomplete information and data provided to DahPay;

(c) comply with all notice or instructions given by DahPay from time to time in relation to the use of the Service and App;

(d) be responsible for all equipment necessary to use the Service and App, and also for the security and integrity of all information and data transmitted, disclosed and/or obtained through the use of the Service and App;

(e) be responsible and liable for all usage of and all payment of the fees, charges, taxes and duties for using the Services including but not limited to payment of all fee, charges, taxes and duties for the purchase of products and/or services to DahPay and third parties including Participating Sellers in a timely manner;

(f) be fully responsible for any and all data transmitted or broadcasted from your Mobile Device whether by you or any other person;

(g) comply with all applicable laws of Malaysia relating to the Service, including without limitation to the Communication and Multimedia Act 1998, Financial Services Act 2012, Anti Money Laundering Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and their respective subsidiary legislation, which may be amended from time to time;

(h) take all reasonable steps to prevent fraudulent, improper or illegal use of the Service;

(i) cease to utilise the Service or any part thereof for such period as may be required by DahPay;

(j) report immediately to DahPay upon the discovery of any fraud, theft, loss, unauthorised usage or any other occurrence of unlawful acts in relation to the Mobile Device and its use. You agree to lodge a police report whenever instructed by DahPay and to give DahPay a certified copy of such report;

(k) access the App and/or use the Services only for lawful purposes and in a lawful manner at all times and further agree to conduct any activity relating to the Services or the App (including participate in any campaigns/ promotional activities initiated by us) in good faith;

(l) download and install the DahPay app from the Google Play store and/or Apple iOS store from the official DahPay account. Any downloads & installation outside of this will be deemed unlawful and any actions thereafter by the user will not be liable by DahPay.; and

(m) fully indemnify and shall keep DahPay fully indemnified against any loss, damage, liability, cost or expense, arising from any claims for libel, invasion of privacy, infringement of copyright, patent, breach of confidence or privilege or breach of any law or regulation whatsoever transmitted, received or stored via the Service or part thereof and for all other claims arising out of any act or omission of your or any unauthorised use or exploitation of the Services or part thereof.

You shall not:

- (a) use the Service and/or the App to cause embarrassment, distress, annoyance, irritation, harassment, inconvenience, anxiety or nuisance to any person;
- (b) use the Service and/or the App to cause excessive or disproportionate load on the Service or DahPay's system;
- (c) use the Service and/or the App for any unlawful purposes including but not limited to vice, gambling or other criminal purposes whatsoever or for sending to or receiving from any person any message which is offensive on moral, religious, communal or political grounds, or is abusive, defamatory or of an indecent, obscene or menacing character;
- (d) use the Service and/or the App for any purpose which is against public interest, public order or national harmony;
- (e) use, permit or cause to be used the Service and/or App improperly or for any activities which breach any laws, infringe a third party's rights, or breach any directives, content requirements or codes promulgated by any relevant authority including activities which will require DahPay to take remedial action under any applicable industry code or in a way interferes with other users or defames, harasses, menaces, restricts or inhibits any other use from using or enjoying the Service or the internet;
- (f) circumvent user authentication or security of any host, network or account (referred to as "cracking" or "hacking") nor interfere with service to any user, host or network (referred to as "denial of service attacks") nor copy any pages or register identical keywords with search engines to mislead other users into thinking that they are reading DahPay's legitimate web pages (referred to as "page-jacking"), or use the App or the Services for any other unlawful or objectionable conduct. Users who violate systems or network security may incur criminal or civil liability, and DahPay will at its absolute discretion fully co-operate with investigations of suspected criminal violations,

violation of systems or network security under the leadership of law enforcement or relevant authorities;

(g) attempt to probe, scan or test the vulnerability of any of DahPay system or network or breach any security or authentication measures;

(h) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by us or any of the service providers or any other third party (including other users) appointed by us to protect our ability to provide the Service;

(i) attempt to download the App for the use of the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by us or other approved third party web browsers;

(j) copy, disclose, modify, reformat, display, distribute, license, transmit, sell, perform, publish, transfer and/or otherwise make available any of the Services or any information obtained by you while using the Services or while accessing the App;

(k) remove, change and/or obscure in any way anything on the App and/or the Services or otherwise use any material obtained whilst using the App and/or the Services except as set out in the Terms and Conditions; and

(l) copy or use any material from the App and/or the Services for any commercial purpose, remove, obscure or change any copyright, trade mark or other intellectual property right notices contained in the original material, or from any material copied or printed off from the App, or obtained as a result of the Services.

(m) use any of our trademarks, logo, URL or product name without DahPay's express written consent;

(n) attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Service; and

(o) impersonate or misrepresent your affiliation with any person or entity.

(p) attempt to receive funds from both DahPay and a Participating Seller or other third-party seller for the same transaction by submitting similar claims;

(q) use an anonymizing proxy while registering an Account;

(r) control an Account that is linked in any way to another account that has or suspected to be engaged in any restricted activities under these Terms and Conditions;

(s) interfere with another's utilization and enjoyment of the App or Services;

- (t) manipulate or exploit our promotional campaigns/ activities or other Services in anyway which DahPay may deem as improper, irregular or dishonest;
- (u) use the Services for, or in relation to, any illegal purpose or criminal activity of any nature; and
- (v) use the Services dishonestly or in bad faith or with malicious intent.

You acknowledge that chat, discussion groups or bulletin board services and similar services offered by DahPay (“**Public Communication Services**”) are public communications, and your communications may be available to others and consequently you should be cautious when disclosing personal or sensitive information or any information which may identify you. DahPay is not responsible for and does not control or endorse any Public Communication Services.

Notwithstanding anything to the contrary, if any information provided by you is untrue, inaccurate, not current or incomplete, DahPay has the right to immediately terminate your account and refuse any and all current or future use of the Services or access to the App.

4. The Rights of DahPay.

- 4.1 DahPay reserves the right to make any alteration or changes to the Service, or any part thereof, or suspend or terminate the Service or any part thereof without prior notice and DahPay shall not be liable for any loss or inconvenience to you resulting therefrom.
- 4.2 DahPay reserves the right at its absolute discretion, from time to time, to vary, add to or otherwise amend these Terms and Conditions in accordance with Clause 18.6 hereof.
- 4.3 Unless otherwise notified by you, you agree that DahPay may send you notifications relating to promotional and marketing activities from time to time. You may opt out from receiving any promotional or marketing messages from DahPay by unsubscribing via email or contacting customer service.
- 4.4 DahPay may extract any details or personal information or any other data from you which is required to be used as evidence in court and/or when necessary in the event of a suspected and or proven misuse of the Service.
- 4.5 DahPay may run campaigns/contest or promotions in relation to the Service as may be notified to you from time to time. You agree that your participation in

such campaign/contest/promotion shall be subject to the specific terms conditions of such campaign/contest/promotion.

4.6 You agree that by using the Services, you are giving consent to DahPay that the information collected by DahPay from you (“Personal Information”) will be used and/or disclosed in accordance to our Privacy Policy as posted on our website and Personal Data Protection Act 2010. You are advised to read our Privacy Policy to understand your rights with regards to your Personal Information.

4.7 DahPay may request for additional information or documentation at any time and for any reason, including but not limited to confirming your identity, age and/or to confirm your bank details or debit, credit, prepaid facilities, for example, cards which you have registered with DahPay. You agree that you will provide such information and/or documentation promptly to DahPay upon request. If you do not provide such information and/or documentation promptly, DahPay may, without any liability to you, either limit your use of the Services or suspend or close your Account.

4.8 Processing Your Instructions

Mode of Instructions to DahPay are as follows:

- (a) In App: You may make a request for customer service from the App;
- (b) Email: You may email your request to **info@dahpay.com**;
- (c) Social Media: You may send/ post a message on our DahPay social media pages; and
- (d) any other modes acceptable to us in our sole and absolute discretion

4.9 You request and authorise DahPay to rely and act upon all apparently valid communications as instructions properly authorised by you, even if they may conflict with any other instructions given at any time concerning bill or service requirements.

An instruction will only be accepted by DahPay if you have passed through certain security criteria as determined by DahPay from time to time.

4.10 You agree that DahPay may act on any instructions given to DahPay even if these instructions were not authorised by you.

4.11 You must make sure that any instruction is accurate and complete, and DahPay is not liable if this is not the case.

- 4.12 A transaction being carried out is not always simultaneous with an instruction being given. Some matters may take time to process and certain instructions may only be processed during normal working hours, even though the service may be accessible outside such hours.
- 4.13 You will be responsible for all losses and payments (including the amount of any transaction carried out without your authority) if you have acted with gross negligence so as to facilitate that unauthorised transaction, or you have acted fraudulently. For the purposes of this Clause, gross negligence shall be deemed to include failure to observe any of your security duties referred to in the Terms and Conditions.

5. Intellectual Property Rights

- 5.1 The Intellectual Property Rights in respect of all materials including without limitation all current and future copyrights, patent, trademarks, rights in databases, inventions or trade secrets, know-how, rights in designs, integrated circuit, topographies, trade and business names, domain names, get up, arks and devices (whether such applications can be made) which are capable of being protected and/or enforced in Malaysia and/or any relevant country of the world, any brand names, trademarks, services, products, hardware and software shall remain vested in the party originating or which has acquired the same. For clarity purposes, all trademarks used on the App and/or the Services are the trademarks of DahPay unless specified otherwise.
- 5.2 You acknowledge and agree that the Services and the App are protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. All rights are expressly reserved.
- 5.3 You are only allowed to use the App and the Services as set out in the Terms and Conditions, and nothing on the App and/or the Services shall be construed as conferring any license or other transfer of rights to you of any intellectual property of other proprietary rights of DahPay.

6. Charges

- 6.1 DahPay reserves the right to impose any charges, fees or subscriptions (“Charges”) for the use of certain Services, if such Charges are required. Some

Services may be chargeable as indicated on the App and in any accompanying Terms and Conditions.

6.2 DahPay will charge a fee to DahPay customers who Cash-Out of their account into their bank account of choice. The charges are as follows:

(a) 2% of the Cash-Out amount, up to a maximum fee of RM2 for each Cash-Out request

(b) The Charges will be paid by deducting from your account.

If any supply made under these Terms and Conditions is a taxable supply to which the applicable tax (including but not limited to the Malaysian Sales and Services Tax (“SST”) would apply (“Applicable Tax”), then DahPay reserves the right to levy the Applicable Tax at the prescribed rate and you agree to pay the amount of the Applicable Tax.

6.2 In accessing and using the App and/or Services, you shall be fully responsible and liable for all charges and payment due to your communications services provider to access the App and the Services including but not limited to telephone charges and internet/data charges

6.3 We are not liable for any fees raised by third parties including, but not limited to, card issuers or banks, for the usage of our Services. We reserve the right to decline acceptance of payment instruments, such as credit cards, debit cards or bank accounts, as funding methods at our sole discretion.

Disclaimer

The App and the Service are provided on an “as is” and “as available” basis.

Except as expressly set out in these Terms & Conditions, all representations, conditions and warranties (whether express or implied, statutory or otherwise) including but not limited to the availability, accessibility, timeliness and uninterrupted use of the App and Service; sequence, accuracy, completeness, timeliness or the security of any data or information provided to you as part of the Service; any implied warranty of sellerability; any implied warranty of fitness for a particular purpose; any implied warranty of non-infringement; and any implied warranty arising out of the course of dealing, custom or usage of trade with respect to the Service provided by DahPay are expressly negative and excluded. The representations, conditions and warranties set forth in this Agreement with respect to the Services and App are the only

representations, conditions and warranties made by DahPay and will not be enlarged or diminished without DahPay.'s prior written approval.

7. DahPay.'s Liability and Liability for service

- 7.1 DahPay shall not be liable for any liability, loss, damages, cost and/or expenses (whether direct or indirect), or for loss of revenue, loss of business, loss of profits or any consequential or indirect loss whatsoever as a result of your use and/or misuse of the Service.
- 7.2 It is your sole responsibility to make all efforts to ensure your App is up to date. The Services and in particular, Charges are periodically updated and you should check the App and the Services regularly to ensure that you have the latest information. You should also ensure that you download the most up to date version of the App and the Services.
- 7.3 You acknowledge that DahPay is unable to exercise control over the security or subject matter passing over the Telecommunication Provider's Network, the App or via the Services, and DahPay hereby excludes all liability of any kind for the transmission or reception of infringing any subject matter of whatever nature.
- 7.4 The App may contain links to website, web pages operated by third parties and you agree that your use of each website, webpage and service is also subject to the terms and conditions, if any, contained within each website or webpage or attached to any products or services of these third parties. You shall comply with the said terms and conditions and fully indemnify and to hold DahPay harmless from and against any claim resulting from your breach of any of the said terms and conditions.
- 7.5 DahPay assumes no responsibility for and does not endorse unless expressly stated, created or published by third parties that is included in the App and the Services or which may be linked to and from the App.
- 7.6 The App and/or the Services may be used by you to link into other applications, websites, resources and/or networks worldwide. DahPay accepts no responsibility for the services, and you agree to conform to the acceptable use policies of such website, resources and/or networks.

7.7 Notwithstanding anything to the contrary contained herein, the maximum liability of DahPay shall not exceed an amount equivalent to the aggregate sum of the Available Balance of your Account at the date on which your claim arises.

7.8 Exclusion of Liability

DahPay shall not be liable for any special, indirect or consequential damages or any damages whatsoever, whether in an action of contract, negligence or other tortuous action, arising out of, or in connection with the performance of, or use of Services available on the App and in particular, but without limitation to the foregoing, DahPay specifically excludes all liability whatsoever in respect of any loss arising as a result of:

(a) use which you make of the App and the Services, or reliance on Services, or any loss of any Services resulting from delays, non-deliveries, missed deliveries, or service interruptions; and

(b) defects that may exist for any costs, loss of profits, or consequential losses arising from your use of, or inability to use or access, or a failure, suspension or withdrawal of all or part of the App and the Services at any time.

All conditions or warranties that may be implied or incorporated into the Terms and Conditions by law, or otherwise are hereby expressly excluded to the extent permitted by law.

7.9 In the event that you are not satisfied with the Services provided through the App, you can choose to discontinue with the Services.

7.10 DahPay makes every effort to ensure the security of your communications. You are however advised that for reasons beyond our control, there is a risk that your communications may be unlawfully intercepted or accessed by those other than the intended recipient. For example, your communications may pass over third-party networks which we have no control. The internet is not a secure environment. Unwanted programs or materials may be downloaded without your knowledge, which may give unauthorised persons access to your mobile phone and the information stored on your mobile phone. These programs may perform actions that you have not authorised, possibly without your knowledge.

7.11 You shall defend and pay all costs, damages, awards, fees (including any reasonable legal fees) and judgments awarded against DahPay arising from the above claims, and shall provide DahPay with notice of such claims, full

authority to defend, compromise or settle such claims, and reasonable assistance necessary to defend such claims, at your sole expense.

7.12 Disputed Transactions

You are fully responsible for all products and services purchased when you make any payment through your Account or anytime when you authorize and Authenticate amounts to be deducted from your Account. You shall be fully responsible for ensuring that the transaction amount is correct.

In the event that you discover any error or discrepancy in your account, you must contact us within fourteen (14) days from the date of the disputed transaction, failing which you shall be deemed to have accepted the accuracy of your transaction. In the event that it is revealed in the course of our investigation that the disputed transaction was indeed made in error by us, we will refund the disputed sum in the manner as stated in our Refund Policy.

7.13 You agree and consent to the use by DahPay and/or its employees, personnel and advisors of any information related to you, the particulars of the transaction(s) or any designated account relating to the transaction(s) for the purpose of investigating any claim or dispute arising out of or in connection with the disputed transaction(s) and that this consent shall survive the termination of the Service and/or this Agreement. You further agree that in the event of a dispute or claim of any nature arising in respect of any transaction, the records of the transaction(s) generated by us shall be used as a reference and shall be the sole basis of settling the aforesaid dispute or claim.

7.14 Termination and Suspension

If we reasonably suspect that you may be engaging in any of the restricted activities as set out in Clause 4 above or may be in breach of any of the representations, warranties, Terms and Conditions, we may, without any liability to you, take the following action(s) as we deem necessary:

- (a) report any suspicious or illegal activity to the relevant authorities;
- (b) cancel or refuse any Transactions;
- (c) suspend or close any Accounts or terminate this Agreement and/or the Services or part thereof provided to you;
- (d) withhold/ forfeit/ withdraw any cash back/ monies/ reward which may release/ have released to you pursuant to any promotion campaigns/ activities/ refund process;

- (e) apply, at our sole discretion, prevention and detection procedures and refuse the execution of Transactions; or
- (f) take further steps as we, in our reasonable discretion, may deem necessary, including taking legal action against you.

The suspension of the Service with respect to a particular breach shall not in any prejudice or prevent DahPay from exercising its right to terminate this Agreement and the Services with respect to the same breach.

Notwithstanding anything to the contrary, DahPay may at any time, for any reason whatsoever and without any liability to you:

- (a) suspend the Services or part thereof provided to you; and/or
- (b) terminate this Agreement and/or the Services or part thereof provided to you, by giving written notice to you.

- 7.15 If DahPay terminates or suspends the Service or any part thereof pursuant to Clause 13.1, DahPay shall not be obliged to refund the Available Balance (if any) until and unless clearance has been obtained from the relevant authorities, if applicable.

If you do not log in to your Account for more than six (6) months, and there are no funds remaining in your Account, DahPay may in its discretion treat your account as dormant and may suspend your Account. If your account is suspended, you should contact DahPay's customer support team to reactivate your Account. DahPay will reactivate your Account at its sole discretion and subject to DahPay's prevailing policies and procedures.

- 7.16 In the event the Account and/or Service has been suspended and you request for reactivation of the same, DahPay may at its absolute discretion reactivate the Account and/or Service subject to any requirements as may be determined by DahPay..You agree that DahPay shall not be liable to you in relation to any inability of yours to access your Account or the Services or any part thereof.

- 7.17 User is able to request for their account to be suspended or unsuspended by email info@dahpay.com or in app request to the DahPay customer service team. Further validation will be required to authenticate the user.

Termination of this Agreement for any reason shall not release You from any liability which, at the time of such termination, has already accrued to DahPay or which is attributable to a period prior to such termination nor preclude

DahPay from pursuing any rights and remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement.

8. Refund Policy

If you need a refund in respect of any fees or payments made towards the Service or any part thereof, please contact DahPay at info@dahpay.com. Subject to DahPay.'s determining to its satisfaction that your money was wrongly deducted from your Account for Payment by DahPay due to

- (i) technical error of DahPay where your attempted Transaction does not go through;
- (ii) services purchased in App was not made available, DahPay may refund to your Account such money which was wrongly deducted.

Notwithstanding the above, you are only entitled to a refund if you have transacted for following Service:

- (a) Cash In service;
- (b) Payment

8.1 However, we shall not be responsible to settle any dispute that you may have with seller for the purchased of goods and services using the Services. You shall be responsible to contact the respective sellers for a refund for products or services purchased from the sellers. We shall not liable any disputes that you may have with the Seller and you hereby agree to pay us all Fees and Charges and the seller for the value of the transaction, notwithstanding any dispute.

8.2 In the event you terminate the Service and you are entitled to a refund; the sum shall be credited to a different Account nominated by you. You shall provide to DahPay all necessary information and documents for the purpose of refund upon request.

DahPay reserves its right not to refund any disputed amount to you if DahPay believe you acted in contrary to these Term and Conditions.

8.3 In the event the Service or your Account is ceased, terminated or suspended by DahPay due to fraudulent, illegal or unlawful transactions including but not limited to breaches of any law (including but not limited to the Financial Services Act 2013 and/or Anti-Money Laundering and Anti-Terrorism

Financing Act 2001 (AMLATFA) or any regulation and/or guidelines made thereunder), you shall not be entitled to obtain any refund of the Available Balance whatsoever and it shall be lawful for DahPay to retain for an indefinite period or release to the relevant authorities the Available Balance in accordance with applicable legislation, regulation and/or guidelines. You shall not be entitled to claim any form of compensation for any loss arising therefrom.

8.4 Indemnity

You hereby agree to fully indemnify and to hold DahPay harmless from and against any claim brought by a third party resulting from the use of the App and the Services in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, whatsoever suffered, or incurred directly or indirectly by DahPay in consequence of and/or in connection with the use of the App and the Services, and your breach of any of the Terms and Conditions.

8.5 Force Majeure

Without limiting the generality of any provision in these Terms and Conditions, DahPay shall not be liable for any non-performance and/or delay in performance of its obligations herein (including but not limited to the non-availability and/or interruption in the Services) caused by Force Majeure.

Notwithstanding Clause 16.1 above, you shall remain liable to pay all fees and charges which are outstanding and/or due and payable to DahPay.

9. Customer Service

You may address your queries or complaints in relation to the Service or App via email at info@dahpay.com or by raising a request from the MyMakanan app in the FAQ section.

If the reply to your query or complaint is not satisfactory to you, you may contact the following bodies:

Bank Negara Malaysia

Laman Informasi Nasihat dan Khidmat (LINK)

Ground Floor, D Block,

Jalan Dato' Onn,

50480 Kuala Lumpur

Contact Centre (BNMTELELINK)

Tel : 1-300-88-5465

(Overseas: 603-2174-1717)

Fax: 603-2174-1515

Email: bnmtelelink@bnm.gov.my

Ombudsman for Financial Services (664393P)

(formerly known as Financial Mediation Bureau)

14th Floor, Main Block,

Menara Takaful Malaysia,

No. 4, Jalan Sultan Sulaiman,

50000 Kuala Lumpur.

10. General

Governing Law and Jurisdiction

These Terms and Conditions are governed by and construed in accordance with the laws of Malaysia, and you hereby submit to the exclusive jurisdiction of the Malaysian courts.

Severability

Where any provision of, or the application of any provision of this Agreement is illegal or unenforceable or deemed to be illegal or unenforceable, the provision shall continue to apply with the necessary modification in order that the provision is legal, valid and enforceable provision. In the event that it is not possible to modify the relevant provision to make the provision legal, valid and enforceable, then such part of the provision which is illegal, invalid or unenforceable shall be severed but the remaining parts of the provision shall remain unaffected.

Waiver

(a) No failure or delay on the part of DahPay in exercising any rights or remedies under these Terms and Conditions at any time or for any period of time, nor any knowledge or acquiescence by DahPay of any breach of any provision of these Terms and Conditions shall operate as or be deemed to be a waiver thereof nor shall a waiver by DahPay of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.

(b) Any waiver of any right or remedy of DahPay under these Terms and Conditions shall only be valid and effective if it is agreed to by DahPay in writing.

Representations

You acknowledge and agree that in entering into these Terms and Conditions you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Terms and Conditions or not) other than as expressly set out in the Terms and Conditions as a warranty.

Assignment

(a) You shall not assign or novate these Terms and Conditions without DahPay.'s prior written consent. The Account cannot be pledged or used in any manner by you as any form of security instrument for any purpose whatsoever.

(b) DahPay may assign or novate these Terms and Conditions to any third party by written notice to you and you shall execute such documents as may be reasonably required to give effect to the assignment or novation.

Variation of Terms and Conditions

(a) DahPay reserves the right to amend, modify, change, delete, add or vary the Terms and Conditions from time to time at their absolute and sole discretion. These amendments and variations may include, but not limited to changes in the fee and charges, product features and service offerings. DahPay shall provide at least twenty one (21) calendar days notice of any such amendments, modifications, changes, deletion, addition or variation prior to the amendments or variations take effect.

(b) All notices by DahPay in relation to variation of Terms and Conditions may be given by displaying on the screen upon access to the App and/or MyMakanan website, via email, Facebook messenger or any other manner as DahPay deems fit.

(c) In the event where DahPay is of the view that immediate changes are necessary to safeguard the security of the Accounts and the Services, you acknowledge that the App may be automatically updated at DahPay.'s sole discretion without notice to you.

(d) You shall be deemed to have agreed and accepted such amendments or variations of Terms and Conditions without reservation if you continue to access and use DahPay account and the App after the effective date of any such amendments or variations on the date specified in the notice, or where effective date is not specified, after a period of twenty one (21) calendar days upon notice is communicated via channels in accordance with Clause 18.6 (b).

DahPay(M) Sdn.Bhd. Seller Privacy Notice

Introduction

DahPay.Sdn Bhd (hereinafter, , “we”, “us”, or “our”) (Company No. 1261728-U) values privacy and we are committed to protecting all Personal Information (as defined below) kept by us, in accordance with the relevant laws (including the Personal Data Protection Act, 2010), this Privacy Notice and our Terms of Use. For the avoidance of doubt, unless the context requires otherwise, the words used in this Privacy Notice shall have the same meanings stipulated in the Terms of Use.

This Privacy Notice describes our practices regarding the Personal Information we collect through or incidental to your download and use of the DahPay Business smartphone and mobile device application (the “**App**”), your use of or access to the <https://www.DahPay.com.my/DahPay.-business/> website (the “**Site**”) (collectively, together with the App, the “**Platform**”) and all content, products, services and functionality available at or through the App and the Site (collectively, together with the Platform, the “**Services**”).

This Privacy Notice explains:

- The type of Personal Information we collect and how we collect it;
- How we use your Personal Information;
- The parties that we disclose the Personal Information to; and
- The choices we offer, including how to access and update your Personal Information.

In the event of any conflict between the English and other language versions, the English version shall prevail.

By using our Services, you agree to the terms of this Privacy Notice and you will be deemed to have consented to the collection, use and disclosure of your Personal Information in accordance with this Privacy Notice.

What Kind Of Personal Information We Collect and How We Collect It

“**Personal Information**” means any information that relates to you or allows someone to identify you, including, for example, your name, address, telephone number, e-mail address, information about your transactions in relation to the Services such as reward points, reward points account balances, redemption history, and account activities as

well as any other non-public information about you that is associated with or linked to any of the foregoing data. “**Anonymous Information**”, means, data that is not associated with or linked to your Personal Information including, aggregated information. Anonymous Information does not, by itself, permit the identification of individual persons.

In order to enable us to provide you this Service we may need to and/or may be required to collect, record, hold, use, disclose and store (i.e. “process”) Personal Information and Anonymous Information, including, but not limited to:

(a) Information you provide to us through your relationship with us, including but not limited to, information provided by you when using the Services, when interacting with the Sellers, when taking part in customer surveys, competitions and promotions. Examples include:

- Personal Information from you, such as your first and last name, profile picture, photos or avatar, gender, age, ethnicity, marital status, educational level, interests, hobbies, precise location-based information, e-mail and mailing addresses, phone numbers, device ID numbers, and passwords when you create an account for our Services (“**DahPay Account**”), and any other information you directly give us through the Services (including, but not limited to messages that you send through the Services).
- Information about your interactions with the Services including, your engagement with particular Sellers, and the products and services you have purchased.
- Information you disclose through your interactions with the Sellers.
- Information necessary to complete a transaction through the Services, including your name and shipping information where applicable.
- Information such as files and messages that you store using your DahPay Account.
- Information from written communications when you provide us feedback or contact us e.g. your name and e-mail address, as well as any other content included in the e-mail, in order to send you a reply.

(b) Information collected by technology via the Platform.

For example:

- Information from you, including your web browser type, Internet Protocol (IP) address (a number that is automatically assigned to your computer when you use the Internet,

which may vary from session to session), domain name, user profiles, and/or a date/time stamp for your visit, and, with respect to your mobile phone, the unique device identifier, better known as the Android ID.

- Information from third party service providers, with your consent, which may include your profile content or other types of personally identifiable information.
 - Cookies and URL information to gather information regarding the date and time of your visit and the information for which you searched and viewed. “Cookies” are small pieces of information that a website sends to your computer’s hard drive while you are viewing a website. We may use both session Cookies (which expire once you close your web browser) and persistent Cookies (which stay on your computer until you delete them) to provide you with a more personal and interactive experience on the Platform. Persistent Cookies can be removed by following web browser’s directions.
 - Information from corresponding technologies used in connection with mobile phones, including the Android ID, to record date, time, search and viewing information related to your mobile phone.
 - Information about how you use and interact with the Platform and the Services via third party analytics services such as Google Analytics (<https://www.google.com/analytics>) or Google AdSense (<https://www.google.com/adsense>). Such third party analytics services may use Cookies to gather information such as the pages you visited, your IP address, a date/time stamp for your visit and the sites that redirected you to the Platform.
- (c) **Information from third parties** such as any credit reference information providers, credit reporting agencies and government/statutory agencies.
- (d) **Information from such other sources** which you have given your consent to disclose information relating to you and/or where not otherwise restricted.
- (e) **Information collected from you about others** in situations where you decide to invite a third party to create a Seller DahPay Account. We will collect your and the third party’s names and e-mail addresses in order to send an e-mail and follow up with the third party.

How We Use Your Personal Information

(a) **For general use or collected by technology.** In addition to the purposes stated above, we may use your Personal Information either to respond to requests that you

make, or to aid us in serving you better, whether or not through technological means, for one or more of the following purposes:

- to provide the Services;
- to assess/verify your background or credit worthiness;
- to facilitate the creation of and secure your Seller DahPay Account on our network;
- to identify you as a user in our system;
- to provide improved administration of our Services;
- to notify visitors about updates to our Services;
- to promote our Services; or products, services and special offers of third parties whose products and services we think may be of interest to you;
- to improve and customize the quality of experience when you interact with our Services;
- to send you a welcome e-mail and to verify ownership of the e-mail address provided when your DahPay Account was created;
- to send you administrative e-mail notifications, such as security or support and maintenance advisories;
- to respond to your inquiries related to employment opportunities or other requests;
- to send offers and promotional materials related to our Services and for other marketing purposes;
- to track user-specific information on what pages users access or visit;
- to improve and customize the quality of experience when you interact with the Platform, and the Services;
- for our day-to-day operations and administrative purposes including account management, billing and collection, audits, reporting and investigations;
- for the purposes of enforcing or defending our legal rights and/or obtaining legal advice;
- to assist in the prevention, detection or investigation of crime or possible criminal activities or for the administration of justice;
- for security and internal audit purposes;
- for such other purposes as may be directed or consented to by you; and
- for all other purposes in relation to or incidental to the above.

(b) Creation of Anonymous Information. We may also anonymise or aggregate your Personal Information by excluding information (such as your name) that make the data personally identifiable to you. This Anonymous Information may be used to personalize the Services, including directing certain advertisements to make them more relevant to you or to analyse request and usage patterns so that we may enhance the content of the

Services and improve the Platform navigation or for any related market research purposes, either internally or through third parties.

Disclosure of Your Personal Information

Subject to any laws (including regulations, guidelines and/or obligations) applicable to us and our Affiliates (as defined below) (whether in or outside Malaysia), we may disclose your Personal Information as described below and elsewhere in this Privacy Notice:

(a) Third Party Service Providers. We may share your Personal Information with third party service providers who may be located within or outside Malaysia (a) to provide you with the Services that we offer you through the Platform; (b) to conduct quality assurance testing; (c) to facilitate creation of accounts; (d) to provide technical support; and/or (e) to provide other services to us. These third party service providers are not required to use your Personal Information other than to provide the Services requested by us.

(b) Affiliates and Acquisitions. We may share some or all of your Personal Information with our joint venturers, or other companies within DahPay(M) Sdn Bhd, including its associated companies (our “Affiliates”), in which case we will require our Affiliates to honour this Privacy Notice.

(c) Social Networking Sites (SNS). The Services may, with your consent, automatically post, information on your SNS profile based on your most recent activities (e.g., you used a coupon to purchase tickets to the newest blockbuster movie). See the section on Third Party Websites below for more information.

(d) We Do Not Share Personal Information with Advertisers, but...we do, however, allow advertisers to request that their advertisements are directed at certain users (e.g., users in a certain geographic location, or age, gender and/or with certain interests). In the event that you interact with certain advertisements, the advertisers (or the company which the advertiser works with, for example, its advertising agency or an advertising network) may determine certain characteristics about you.

(e) Third Party directed or consented to by you. We may share your Personal Information with any persons directed by or consented to by you.

(f) Professional Advisors. We may share your Personal Information with our professional advisors including but not limited to legal advisors, tax advisors, financial advisors, auditors, insurance brokers etc.

(g) Other Disclosures. Regardless of any choices you make regarding your Personal Information, we may disclose Personal Information if we believe in good faith that such disclosure is necessary (a) in connection with any legal investigation; (b) to comply with relevant laws or to respond to subpoenas or warrants served on us; (c) to protect or defend our rights or property or users of the Services; and/or (d) to investigate or assist us in preventing any violation or potential violation of the laws, this Privacy Notice, or the Terms of Use.

We may also be required to transfer your personal data outside of Malaysia for the purposes and to such third parties stated in this Notice.

Third Party Websites

When you click on a link or, in case of smartphone and mobile device, swipe left to connect to any other website or location, you will leave the Services and be redirected to another site and another entity may collect Personal Information or Anonymous Information from you. We have no control over, do not review, and cannot be responsible for, these external websites or their content. This Privacy Notice do not apply to these external websites or their content, or to any collection of data after you click on links or swipe left to connect to these external websites.

By using the Services, you will also be able to connect with third party services and your SNS. By logging-in to your SNS from our Platform, your SNS will provide us a token that allows them to recognize us when we ask, on your behalf, for access to your account information or to post information on your SNS profile. You will be able to revoke our access to any of your SNS at any time by amending the appropriate settings from within your account settings on your applicable SNS, though such revocation may limit the Services we are able to provide you. In addition, when you engage in certain activities within the Services, those activities may be automatically posted to your SNS profile. You will be able to disable this functionality at any time by logging into your SNS profile and selecting the option to disable this feature.

Retention and Security of Your Personal Information

We place great importance on ensuring the security of your Personal Information and will regularly review and implement up-to-date technical and organisational security measures to safeguard the confidentiality and security of all your Personal Information. This includes contractual agreements with relevant third parties, whereby we shall endeavour to procure them to incorporate our standards as a minimum. Your Personal Information will also be retained in compliance with this Privacy Notice and/or the terms and conditions of your agreements for the duration of your relationship with us, for such period as may be necessary to protect our interests as may be deemed necessary, where otherwise required by the law or relevant regulation.

We also require you to enter a password that you should not disclose to anyone, to access your DahPay Account information and will require you to enter that same password again in order to access any sensitive information, including credit card information.

Disclaimer: No method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we use reasonable efforts to protect your Personal Information, we cannot guarantee its absolute security.

Your Rights to Access and Correct Your Personal Information

(a) Choices. We offer you choices regarding the collection, use, and sharing of your Personal Information. Nevertheless, should you decline to provide any Personal Information that is essential to us to enable us to process your application/request (for example for the registration), we may not be able to process your application/request or provide you with this Service.

- We will periodically send you free newsletters and e-mails that promote the use of the Services. When you receive newsletters or promotional communications from us, you may indicate a preference to stop receiving further communications from us and you will have the opportunity to “opt-out” by following the “unsubscribe” instructions provided in the e-mail you receive, by terminating your DahPay Account or by contacting us directly (please see contact information below).

- Despite your indicated e-mail preferences, you may not opt-out of communication related to the terms and conditions of the Services, including any updates to our Terms of Use or Privacy Notice unless you deactivate the use of the Services.

(b) Changes to Personal Information. You may have access to or change your Personal Information in our possession or control through your profile within your DahPay Account. Any request of access to correct Personal Information may be subjected to a fee and also to the provisions of the applicable laws. We reserve the right to decline requests that jeopardize the security and privacy of the personal information of others as well as requests that are impractical or not in good faith. Additionally, it is important to note that system-recorded Personal Information is not editable. When we delete any information, it will be deleted from the active database, but may remain in our archives. To the extent permitted by law, we may also retain your information for fraud prevention or similar purposes required by laws.

What If Personal Information Provided By You Is Incomplete?

Where indicated (for example, during first-time sign-in for a DahPay Account), it is obligatory to provide your Personal Information to us in order to enable us to process your application for a DahPay Account, or for us to provide you with our Services. Should you decline to provide such obligatory Personal Information, we may not be able to process your application and/or provide you with our Services.

Disclaimer

The accuracy and completeness of your personal data depends on the information you provide. We assume that the information you have provided is accurate, up to date and complete unless you inform us otherwise.

Revisions to Privacy Notice

We may review and update this Privacy Notice from time to time to reflect changes in the laws, in our business practices, procedures and structure, and the community's changing privacy expectations. The latest version of the Privacy Notice will be available on the Platform.

Where we consider, at our sole discretion, that the revisions on the Privacy Notice are substantive, notice of such revisions will be provided on the Platform or by such other

means of communication deemed suitable by us, for example, by sending you an e-mail to the last e-mail address you provided to us. Please note that at all times you are responsible for updating your Personal Information and to provide us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice.

If you do not agree to the changes in our use of your Personal Information, you must notify us immediately and deactivate your DahPay Account with us. Continued use of our Services, following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. Should you have any query in relation to this Privacy Notice or how we handle your Personal Information, kindly contact info@dahpay.com

Seller Business Terms and Conditions

1.1 Business Terms and Conditions

THIS SELLER TERMS AND CONDITIONS ("**AGREEMENT**") IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND DAHPAY **PLEASE READ IT CAREFULLY.**

BY SUBMITTING YOUR SELLER APPLICATION FORM, YOU ACKNOWLEDGE THAT YOU HAVE READ AND FULLY UNDERSTOOD AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE PRIVACY NOTICE AND ALL DOCUMENTS INCORPORATED BY REFERENCE UPON THE APPROVAL OF YOUR APPLICATION BY US, THE APPROVAL OF WHICH IS AT OUR SOLE AND ABSOLUTE DISCRETION.

THIS AGREEMENT IS MADE BETWEEN YOU AND DAHPAY.

In this Agreement, "Seller", "you" and "your" refer to each seller ("**Seller**") and "DahPay", "we", "us" and "our" refer collectively to DahPay (M) Sdn Bhd (Company No. 1261728-U), a company incorporated in Malaysia with its registered office at A-15-02 & A-15-03, Vertical Business Suite, Bangsar South, No.8, Jln Kerinchi, 59200, Kuala Lumpur. ("**DahPay**").

Seller and DahPay are collectively referred to as "Parties" and separately as "Party".

WHEREAS:

A. DahPay is a payment service provider operating and facilitating an e-commerce system, branded as DahPay ("**DahPay.**") which allows end customers to make payments for products or services bought from the Seller.

B. Seller wishes to accept payments from DahPay Customers, for products or services purchased from the Seller in accordance with this Agreement.

PARTIES HEREBY AGREE TO THE BELOW TERMS:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Agreement where the context so admits the following expressions shall have the meaning designated unless otherwise distinguished:

- “Agreement”** means this Seller Terms and Conditions including any annexures thereof, the Privacy Notice and the DahPay Seller Application Form submitted by you/on your behalf;
- “Bank Charges”** means any bank charges charged by the bank for the remittance of Settlement to the Seller by DahPay.
- “DahPay Business App”** means the software application named as “DahPay Business” or such other name as may be determined by DahPay from time to time which is downloaded by the Seller;
- “DahPay Customer App”** means the software application named as “DahPay.” or such other name as may be determined by DahPay from time to time which is downloaded by the Customer;
- “DahPay Service Charges”** means:
(a) the Setup Fees (if any); and
(b) the Transaction Fee;
- “DahPay Services”** means the e-commerce solution and/or platform provided to the Seller, which is developed and deployed by DahPay for the purposes of enabling payment transactions by the Customers to the Seller. DahPay Services shall include, but not limiting to, the collection of Customer Charges from the Customers and the remittance of Settlement to the Seller;

“Business Day”	means a day (excluding Saturdays, Sundays and public holidays) on which banks in Kuala Lumpur and/or Selangor are open for general banking business;
“Campaign”	means campaigns/ activities/ initiatives which may be initiated by DahPay from time to time which are to be taken part by the Sellers;
“Commencement Date”	means the commencement date of DahPay Services as DahPay may notify you via electronic mail or any other methods as determined by DahPay from time to time;
“Confidential Information”	means any documents, knowledge, data, or information of whatsoever nature disclosed to or acquired by the Seller directly or indirectly from DahPay in connection with the Agreement, or otherwise including, but not limited to the following: <ul style="list-style-type: none"> (a) financial information; (b) technical information, including but not limited to research, development, procedures, data, designs, and technical know-how; (c) business information, including but not limited to operations, planning, marketing interests, and services disclosed by DahPay to the government or regulatory body; (d) personal information/data of any Customers, and DahPay.’s staff; and (e) all confidential or proprietary concepts, documentation, reports, lists, files, data, specifications, software, source code, object code, flow charts, databases, data files, inventions, information, know-

how and trade secrets, whether or not patentable or copyrightable;

“Charge Back”

means, where relevant, any disputed transactions between DahPay and Seller arising from the Campaigns, which may be charged ultimately to the Sellers by way of Deduction;

“Customer”

means any person holding a valid DahPay account and purchases Services or Products from the Seller and makes payment for the same using his DahPay account;

“Customer Charge”

means the sale price of the Product and/or Service purchased or availed by the Customer plus all other taxes, duties, costs, charges and expenses in respect of the Product and/or Service that are to be charged to the Customer’s DahPay account;

“Deductions”

means:

- (a) DahPay Service Charges;
- (b) Refunds;
- (c) Charge Back (if applicable), and any fines or fees passed on to DahPay by the financial institution in respect of the Transactions;
- (d) any amounts reasonably required to cover potential or expected Refunds or Charge Back (if applicable);
- (e) Bank Charges (if any);
- (f) Goods and Services tax or any other tax in similar nature (if applicable) and
- (g) any other charges or amounts due to DahPay under this Agreement or otherwise;

**“Intellectual Property
Rights”**

means all of the following:

(a) trademarks (including trade dress), service marks, logos or trade names, whether registered or unregistered, together with the goodwill associated with any of the foregoing, and all registrations, renewals and applications for registration thereof;

(b) those rights existing under the copyright laws for those works subject to the copyright laws and copyright registrations and applications for registration thereof, including all renewals and extensions thereof;

(c) rights in trade secrets, confidential business information and other proprietary information (including concepts, ideas, designs, processes, procedures, techniques, technical information, specifications, operating and maintenance manuals, drawings, models, tools, algorithms, Software architectures, methods, know-how, technical data and databases, discoveries, inventions, research and development, formulas, modifications, extensions, improvements and other proprietary content;

(d) rights in computer software programs, including but not limited to application software, system software, firmware, middleware and mobile digital applications, including all source code, object code, and documentation related thereto, in any and all forms and media

(e) rights in domain names, domain name registrations and web pages; and

(f) all other intellectual property rights in any and all jurisdictions throughout the world;

“Seller’s Designated Bank Account”	means the designated bank account of the Seller as specified by the Seller during its registration process with DahPay(M) Sdn. Bhd. For the avoidance of doubt, if the Seller is a body corporate, the designated bank account shall be in the name of such entity. If the Seller is an individual, the designated bank account shall be in the name of such individual.
“Seller Application Form”	means the binding application form filled up and submitted by the Seller/ DahPay on behalf of the Seller, offline or online;
“Personal Information”	means personal data as defined in Personal Data Protection Act 2010;
“Privacy Notice”	means the privacy notice applicable to the Personal Information of Sellers and/or the personnel of the Sellers which can be found at www.mymakanan.my/business/privacy-policy ;
“Product”	means a tangible or intangible commodity/product manufactured, marketed, distributed and/or sold by the Seller, to the Customer(s), the payment for which is to be made through the Customer’s DahPay account;
“Refund”	means a request made by a Customer to reverse a Transaction under Clause 6 hereof;
“Settlement”	means the Customer Charge less the Deductions;
“Service”	means any service that Seller offers to provide and that is availed of by the Customer, the payment for which is to be made through the Customers’ DahPay account;

“Setup Fee”	means a one-off, non-recurring and non-refundable fee payable by the Seller to DahPay at the time of signing this Agreement or such other time prior to the commencement of the DahPay Services in the amounts set forth in the Appendix of Seller Application Form or otherwise agreed by the Parties;
“Term”	means the term as stated in the Appendix of the Seller Application Form as approved by us or otherwise agreed by the Parties;
“Transaction”	means every demand of the Customer to the Seller, which results in the supply of Product or provision of Service by Seller to the Customer
“Transaction Fee”	means a fee payable by the Seller to DahPay for each Transaction based on the formula set forth in the Appendix of Seller Application Form or otherwise agreed by the Parties.

1.2 Interpretations

In this Agreement, unless the context otherwise requires:

- (a) reference to any legislation or provisions shall include any statutory modification and re-enactment of any legislative provisions substituted for and all legislation and statutory instruments issued by such legislation or provisions;
- (b) references to any document or agreement in this Agreement (including the Agreement) shall be deemed to include references to such document or agreement as may be amended, novated, supplemented, varied or replaced from time to time;
- (c) references to clauses shall be read in the case of sub-clauses, paragraph and sub-paragraph as being reference to sub-clauses, paragraph and sub-paragraph in this Agreement as may be appropriate;

(d) references to any Party to this Agreement or any other document or agreement shall include its successor-in title or permitted assigns;

(e) heading to clauses are for convenience only and shall not affect the interpretation thereof;

(f) words denoting the singular number shall include the plural and vice versa;

(g) words denoting individuals shall include corporations and vice versa;

(h) words denoting a gender shall include all genders;

(i) the Recitals and/or schedules attached hereto shall be construed as essential part of this Agreement; and

(j) no rule of construction and/or interpretation applies to the disadvantage and/or detriment of the Party having control and/or being responsible for the preparation of this Agreement.

2. TERM

This Agreement shall commence on the Commencement Date and continue to be in full force and effect until the expiry of the Term unless otherwise earlier terminated in accordance with this Agreement.

3. DAHPAY SERVICES

3.1 **Provisions of DahPay Services**

(a) In consideration of the mutual promises and undertakings, DahPay agrees to provide DahPay Services to the Seller in accordance with this Agreement from the Commencement Date on an as is basis.

(b) Upon the creation of a Seller's DahPay account by the Seller, DahPay shall make available to the Seller the DahPay Business App and a login name and password will be generated, in order to enable the Seller to: accept payments for the Products and/or Services sold and/or provided by the Seller by using the DahPay Services.

(c) DahPay may provide on loan and install the necessary equipment and devices (such as a terminal or smartphone) to enable the Seller to carry out the Transactions. The ownership and title to the said equipment and devices shall at all times remain with DahPay./ DahPay.'s vendor. The Seller shall only use the equipment and devices for the purposes of carrying out the Transaction and for no other purposes. If the equipment and devices are provided, the Seller shall: –

- (i) ensure that DahPay (or its representatives/ agents) has reasonable access to any of the equipment and devices, including but not limited to the right of DahPay (or its representatives/ agents) to enter into any of the premises of the Seller where the equipment and devices are placed to provide installation, maintenance service, repairs, upgrades and/or where necessary, remove and replace the equipment and devices;
- (ii) ensure the physical security of the equipment and devices loaned to the Seller;
- (iii) report any damage, lost and/or theft of equipment and devices to DahPay and in case of lost or theft of any of the equipment and devices, the Seller shall cooperate and assist in making a report with the police and shall repay/compensate DahPay for such damage, lost or theft based on the market rate when such equipment or device is provided to the Seller or at a price that is acceptable to DahPay.;
- (iv) ensure compliance with all relevant laws set by the government and/or local authorities with respect of the use of the equipment and devices;
- (v) provide electricity and/or power connections for equipment and devices to operate;
- (vi) not give away, loan, sell, pledge, mortgage and/or in anyway dispose the equipment and devices;
- (vii) not affix, paint or otherwise exhibit on the exterior of the equipment and devices or any part thereof, any stickers, name plates, marks, signboards, placard, posters and/or advertisement or anything whatsoever without the prior written consent of DahPay.; not tamper, modify and/or alter the equipment and devices (including

the software and firmware therein) without the prior written consent of DahPay.;
and

(viii) not do or permit or suffer to be done anything to the equipment and devices which would invalidate the policy of any insurance on the equipment and devices or increase the premium for such insurance beyond the existing risk

In this respect, the Seller shall fully indemnify DahPay against all liabilities, losses, damages, costs and/or expenses suffered or incurred by DahPay arising from or in connection with the Seller's failure to comply with any of the obligations set out in this **Clause 3.1(c)**.

3.2 Payment Through DahPay.

Seller acknowledges that DahPay acts as an intermediary and enables the Customers to make payment, by using the Customers' DahPay account. Customer Charges to be charged by Seller shall be inclusive of all taxes and miscellaneous charges and shall be uniform to all Customers. All Transaction shall be drawn in Ringgit Malaysia only.

3.3 Maintenance

DahPay may undertake scheduled maintenance and/or emergency maintenance of the DahPay Business App from time to time and DahPay will use reasonable endeavour to notify the Seller of the same. DahPay shall not be liable for any losses incurred by the Seller arising from DahPay's performance of maintenance under this **Clause 3.3**.

3.4 No Warranties of Sellerability and Fitness of Use

DahPay disclaims all warranties, express or implied, written or oral, including but not limited to warranties:-

(a) of sellerability and/or fitness for a particular purpose; and

(b) that DahPay Service and DahPay Apps will be available at all times and that it would be uninterrupted and virus/malware/error free.

4. PAYMENT OF SETTLEMENT

4.1 Subject to **Clauses 4 and 5**, DahPay shall remit the Settlement to the Seller on the Settlement time period ("**Settlement Date**") as set forth in the Seller Application Form

or otherwise agreed by the Parties. For the avoidance of doubt, DahPay shall remit the Settlement on the Settlement Date. However, DahPay makes no guarantee regarding the actual date of receipt of such Settlement by the Seller. DahPay may together with each Settlement to the Seller provide a report (“**Settlement Report**”) containing a breakdown of Settlement for the relevant Transactions undertaken.

4.2 In the event that the value of the Deductions exceeds the value of all Customer Charges falling due for Settlement on the Settlement Date, the resulting shortfall may be held over by DahPay for deduction against the following Settlement when it shall be deducted from that Settlement together with any interest due. However, DahPay reserves the right at any time to require payment (including by directly debiting Seller’s DahPay account) of all or part of such shortfall as DahPay may determine.

4.3 DahPay will remit all Settlement to the Seller’s Designated Bank in Malaysia Ringgit (RM) by wire transfer or such other method preferred by DahPay..

4.4 DahPay may hold back from the Settlement any amounts reasonably required to cover potential or expected Refunds or Charge Back (if applicable).

4.5 With respect to each Settlement made, the Seller shall reconcile its sales report against the Settlement Report (where the same is provided by DahPay(M) Sdn Bhd) for the relevant Transactions. If the Seller discovers any discrepancy in the Settlement by DahPay., the Seller shall within fourteen (14) days from the Settlement Date notify DahPay of such discrepancy together with the relevant supporting documents evidencing the discrepancy, failing which the Seller waives its rights to raise any dispute and is deemed to have accepted the Settlement made by DahPay as correct. Where the Seller notifies DahPay of a discrepancy within the timelines stated herein, the Parties shall resolve the discrepancies in good faith as soon as practicable.

4.5A Should there is any dispute in relation to the Settlement or any payment between the Parties, DahPay shall only remit the undisputed amount or part thereof to the Seller prior to the resolution of such dispute.

4.6 Both Parties shall bear their own cost of any obligation imposed upon them under the applicable law with respect to any taxes or similar items in connection with this Agreement.

4.7 It shall be the Seller's responsibility to ensure that the details of the Seller's Designated Bank provided to DahPay remain accurate and correct throughout the Term of this Agreement and should keep DahPay updated if there are any changes. DahPay shall not be held liable should the Settlement or any monies are being remitted to a wrong account if the Seller fails to comply with this clause.

4.8 Seller has authorized Dahpay to collect the payment from the customer all the goods sold and also the cost of the delivery.

4.9 Dahpay will make payment to the Seller within THREE (3) days after the customers have received the product and/or after the proof of delivery has been presented by the Delivery Partners.

5. DISPUTED TRANSACTION

5.1 The Seller shall provide the Products and/or Services to the Customer only upon confirmation of the Transaction by DahPay.

5.2 DahPay shall not be responsible for any Transactions that have not been confirmed by DahPay.

5.3 All disputed Transaction shall be the sole liability of the Seller.

5.4 DahPay shall not under any obligation or responsibility to investigate any disputed Transaction.

5.5 Where DahPay is notified of any invalid or disputed Transactions, DahPay will notify the Seller of the same by email, fax or letter and where possible accompanied by an explanation of the reason for it. DahPay will classify the Transaction as disputed and debit it back to Seller.

5.6 The Seller agrees to investigate disputed Transactions and take all reasonable steps to resolve disputes with Customers within fourteen (14) days and follow the procedures for handling disputed Transactions which DahPay advises from time to time. DahPay shall have the right to suspend the processing of such Transaction or withhold the Settlement to the Seller of the amount of such Transaction until the satisfactory completion of any investigation.

5.7 A Transaction may be regarded as invalid by DahPay if:

- (a) the Transaction was declined for any reason but the same was processed by the Seller;
- (b) it is for any reason incomplete unlawful and unenforceable;
- (c) the Transaction found to be a duplicate transaction; or
- (d) it is not processed as per the DahPay's operating guide as per **Appendix A**.

5.8 The Seller shall resolve any disputes, claims or complaints the Seller may have received from the Customer in respect of any Transaction using DahPay. DahPay shall not be held liable in any manner whatsoever in the event there is a dispute between the Seller and the Customer in relation to the Transaction including but not limited to the quality of the Product and/or Services, overcharging or late delivery unless it can be reasonably shown by the Seller that such dispute arose, directly or indirectly, from the gross negligence, fraudulent act, material default or breach, material errors and/or omissions by DahPay in the provision of DahPay Service under this Agreement.

6. REFUND

6.1 Where the Customer made payment via the DahPay Customer App and thereafter request for a refund. If the Seller agrees to such refund: -

- (a) on the same day when the relevant Transaction took place (the "**Transaction Day**"), the Seller shall take necessary steps to void/ cancel the Transaction through the relevant feature available on DahPay Business App and make sure that such cancellation is relayed to DahPay on the same day. The Seller shall then be responsible for the refund to such Customer;
- (b) after the Transaction Day, the Seller shall manually refund the Customer via cash or voucher or such other way as may be determined by us. For the avoidance of doubt, DahPay.is entitled to retain the relevant DahPay Service Charges and Bank Charges.

6.2 DahPay shall not be responsible in any manner whatsoever for any losses, claims, damages, costs and expenses incurred by the Customer and/or the Seller arising from the Refund.

6.3 DahPay shall not be responsible for any abuse or misuse of the “void/cancel” function made available to the Seller on DahPay Business App. The Seller shall keep DahPay fully indemnified from all liability, losses, damages, cost and expense incurred by DahPay arising out of or in connection with the misuse of the same.

7. CAMPAIGNS

7.1 DahPay may initiate Campaigns from time to time which are to be taken part by the Sellers. The payment terms under these Campaigns shall be agreed by the Parties from time to time. DahPay reserves the right to Charge Back should DahPay is of the opinion that DahPay has overpaid the Seller for any reason whatsoever.

8. EXCLUSION OF LIABILITY

8.1 Otherwise as expressly stated in this Agreement, in no event shall either Party be liable to the other Party or any other third party for loss of profits, loss of business, exemplary, incidental, indirect, special, punitive or consequential damages of any kind arising out of this Agreement.

8.2 DahPay shall not be liable to the Seller in contract, tort or otherwise howsoever arising out of or in connection with this Agreement save and except for the Settlement which is due and payable to the Seller in accordance with this Agreement.

8.3 No terms or condition of this Agreement shall benefit or create any right or cause of action in or on behalf of any person or entity other than DahPay and the Seller. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense or losses whether in contract, statute, tort (including, without limitation, negligence), or otherwise.

9. INDEMNITY

9.1 The Seller shall fully indemnify DahPay for all losses, damages, claims, costs and expenses in respect of or in connection with any; and all actions, suits, claims, demands and/or proceedings brought against DahPay with respect to, in connection with or resulting from:

(a) breach or non-performance by the Seller of any of its undertakings, warranties, covenants, declarations or obligations under this Agreement; and

(b) any claim brought by a Customer with respect to the Products and/or Services provided by the Seller (including Refund).

10. VIOLATIONS BY THE SELLER

10.1 The Seller shall not engage in any of the following behaviour:

(a) attempts to tamper, hack, reverse-engineer, modify or otherwise corrupt the security or functionality of DahPay's platform or the DahPay Business App;

(b) using the DahPay Service for money laundering activities;

(c) using the DahPay Service for any unlawful, illegal and/or immoral activities and/or purposes, including but not limited to violation of the laws of Malaysia and/or Bank Negara Malaysia's rules; and

(d) manipulate or exploit DahPay.'s promotional campaigns/ activities or other DahPay Services/ DahPay Business App/ DahPay Customer App (where applicable) in anyway which DahPay may deem as improper, irregular or dishonest.

11. ADVERTISING AND PROMOTION

11.1 The Seller shall honour all the promotional/advertising schemes which may be introduced by DahPay.

11.2 Unless otherwise expressly specified by DahPay in writing, the Seller shall procure all marketing and promotional materials directly from DahPay.

11.3 In the event the Seller decides to produce its own materials in promoting DahPay Services, all uses of DahPay's Intellectual Property Rights, including without limitation its logo and brand name shall be subject to DahPay's written approval. The Seller shall send copies of all materials which contain uses of DahPay's Intellectual Property Rights to DahPay in advance of their use at the e-mail address indicated in this Agreement.

11.4 Upon DahPay's request, the Seller shall display prominently at its premises, DahPay's brochures and/or other publicity material provided to it by DahPay.

11.5 DahPay or its agents shall at all reasonable times have the right to entry and inspect the retail outlet or trading premises of the Seller (if applicable).

11.6 The Seller shall participate in initiatives that DahPay may announce from time to time, such as new customer acquisition activities including those assisted by a promoter funded by DahPay, in customer promotional campaigns, in Seller-get-Seller campaign and other forms of Seller loyalty programs etc.

11.7 The Seller hereby agrees that DahPay may from time to time, display the Seller's logo, branding (including any marks and/or images available on public domains) on its platform without further approval from the Seller and the Seller shall indemnify DahPay against all actions, proceedings, costs, claims, demands, loss, damages, liabilities and expenses howsoever incurred, suffered, paid or payable by DahPay in anyway arising from such usage.

12. SELLER'S COVENANTS, REPRESENTATIONS AND WARRANTIES

12.1 Seller hereby covenants, represents and warrants that:

(a) it has the full authority and power to enter into, execute and deliver this Agreement and to carry out and perform the services contemplated under this Agreement;

(b) the execution by Seller of this Agreement constitutes legal, valid and binding obligations on the Seller;

(c) the execution, delivery and performance of this Agreement will not violate any order, judgment or decree against or binding upon Seller;

(d) it shall comply with all applicable consumer, personal data protection and other laws and regulations with respect to:

(i) its use of DahPay Service;

(ii) its dealings with the Customers; and

(iii) its processing, use and disclosure of the Customers' data;

(e) it shall ensure the safety and confidentiality of its login name and password and shall keep DahPay fully indemnified from all liability, losses, damages, cost and expense

incurred by DahPay arising out of or in connection with the misuse of the same. The Seller shall immediately notify DahPay upon learning of any unauthorized use of its login name and/or password;

(f) it shall observe the guidelines, procedure or such other updates as provided by DahPay from time to time during the term of this Agreement;

(g) it shall install any updates, fixes and patches whenever they are made available or notified of its availability by DahPay;

(h) it has the full right and/or authority to offer the applicable Products and/or Services and shall at its own cost obtain and maintain the necessary licenses and approvals from the government or any regulatory body for the provision of such Products and/or Services and performance of its obligations under this Agreement;

(i) it shall at all times, display the logo and other such trademarks of DahPay that may be mutually agreed at the retail outlet or trading platform of the Seller;

(j) it shall provide DahPay the information as required by DahPay at the time it desires to become the Seller of DahPay;

(k) the products and services as detailed as Prohibited items in **Appendix B** and such other prohibited items which DahPay may notify from time to time shall not be sold by the Seller;

(l) it shall be solely responsible for all Customer service issues relating to the Transaction, Products and Services sold by the Seller, including but not limited to Customer Charge, order fulfilment, order returns, refunds, exchanges and adjustments, rebates, functionality and warranty, technical support, customer complaints and feedback concerning experiences with its personnel, policies or processes and the Seller shall bear any and all expenses and/or costs relating thereto;

(m) it shall not conduct any unlawful or illegal transactions using DahPay Services;

(n) it shall immediately report to DahPay upon the discovery of any fraud, theft, loss, unauthorized usage or any other occurrence of unlawful or illegal acts in relation DahPay Service, DahPay Business App/ DahPay Customer App and/or their respective

use. The Seller agrees to lodge a police report whenever instructed by DahPay and to give DahPay a certified copy of such report;

(o) it shall cooperate with DahPay and provide all Transaction related details required by any government or regulatory body;

(p) other than the equipment and terminals provided by DahPay, it shall be responsible for all other equipment (including upgrades and modifications required) necessary to use the DahPay Service and DahPay Business Apps and to carry out the Transactions, and also for the security and integrity of all information and data transmitted, disclosed and/or obtained through the use of the DahPay Service and/or DahPay Business Apps; it shall not:

(i) discriminate the DahPay Business App against other modes of payment;

(ii) discriminate Customers seeking to make payment using the DahPay Customer Apps against Customers using other modes of payment; and

(iii) impose any restrictions and/or conditions on the use of DahPay Customer/ Business App as a mode of payment other than that approved or prescribed by DahPay;

(q) it shall not charge the Customer any additional fee or charges in addition to the Customer Charges other than goods and service tax imposed by law;

(r) it shall keep proper account and correct copies of all documents/records relating to the Transactions and DahPay shall be allowed at any reasonable time to inspect or take copies of all such documents and shall preserve such documents and records for a period of at least two years from the transaction date;

(s) it shall not use the DahPay Service and/or DahPay Business App in any manner and/or engage in any activities which is prejudicial to DahPay and/or in any manner which would bring disrepute to Dahpay, all of which shall be determined based on DahPay's opinion;

(t) it shall ensure that the account registered by the Seller on DahPay Business App remains personal to itself and it shall not register an account on behalf of any third party or in anyway transfer/assign the account to any third party without DahPay's prior written consent;

(u) it shall be solely responsible for the outlets and staffs' DahPay Business App account management and DahPay shall not be responsible for any consequences arising from the abuse or misuse of the QR codes; and

(v) it shall not use the DahPay Services and/or DahPay Business App in any manner dishonestly or in bad faith or with malicious intent, in DahPay's opinion.

12.2 Pursuant to the Credit Reporting Agencies Act 2010 ("CRA Act"), Central Bank of Malaysia Act 2009 and all other relevant laws and regulations, you hereby give your consent to us or any other third party appointed by us or CTOS Data Systems Sdn Bhd ("CTOS") or **RAM Credit Information Sdn Bhd ("RAMCI")** or other registered credit reporting agencies under the CRA Act ("We/Us") to process your information and your shareholders', officers' and employees' personal data ("Data"). By giving this consent:-

(a) You understand and agree that We may conduct background/business/credit/trade check, CCRIS and DCHEQS checks on you/ your shareholder/ your officers/employees at any time for as long as we have a business/trade relationship with you, for any one or more of the following purposes:

- Pre-screening a prospective client/customer /supplier / contract
- Opening of account
- Credit / Account monitoring
- Debt recovery Credit / Account evaluation
- Credit / Account review
- Legal documentation consequent to a contract or facility granted

(b) You also hereby give your consent to CTOS, RAMCI and all other credit reference agencies which are registered under the CRA Act, to release your credit report/credit information to us (including our agents or our affiliated companies) for the abovementioned purposes.

(c) Apart from the above, you also give your consent to Us to process the Data as per the PDPA Act.

13. CONFIDENTIALITY

13.1 All Confidential Information disclosed or communicated by DahPay to the Seller or obtained by the Seller from DahPay in connection with this Agreement including but not limited to the business and operations of DahPay and the terms of this Agreement shall be treated as Confidential Information unless the information: -

- (a) is or becomes publicly available through no fault of the Seller;
- (b) which the Seller can prove was in its possession or known to it prior to its receipt from DahPay ;
- (c) is or was rightfully received by the Seller from a third party without a duty of confidentiality being owed by the Seller to the third party, except where the Seller has knowledge that the third party has obtained that information either directly or indirectly as a result of a breach of any duty of confidence owed to DahPay; or
- (d) was independently developed by the Seller without the use of the Confidential Information.

13.2 The Confidential Information shall be held in strict confidence by the Seller, using no lesser security measures and degree of care as it uses to protect its own Confidential Information. In any event, the security measures and the degree of care it uses shall, as a minimum, comply with the standards imposed by the applicable laws including the Personal Data Protection Act 2010. The Seller shall further ensure that the Confidential Information is secured from unauthorised access from internal and external parties and that all Confidential Information used, stored and/or processed shall be free from virus, malware or other malicious codes.

13.3 The Confidential Information shall only be used, copied, reproduced, distributed or disclosed by the Seller strictly for the purposes contemplated under this Agreement only. The Confidential Information may, however, be disclosed:

- (a) to its employees or its legal and financial advisers strictly on a need to know basis to implement or perform this Agreement only provided its employees and advisers are subject to and maintain the confidentiality obligation under this Agreement and the Seller shall indemnify DahPay for any damages, losses, cost and expenses suffered or

incurred by DahPay arising out of or in connection with any breaches thereof by its employees and advisers; and/or

(b) if its disclosure becomes mandatory pursuant to any laws or any acts of authority or rules of any stock exchange or is for the purposes of court proceedings.

13.4 Where the Seller is required to disclose any Confidential Information pursuant to any laws or any acts of authority or rules of any stock exchange, or is for the purposes of court proceedings, the Seller:

(a) shall where practicable and lawful give twenty-four (24) hours' notice to DahPay that it is required to disclose the Confidential Information so that DahPay has an opportunity to protect the confidentiality of its Confidential Information; and

(b) provides DahPay with a copy of the Confidential Information that the Seller is to disclose.

13.5 Upon the expiry or termination of this Agreement, the Seller shall promptly return to DahPay or, where instructed, destroy Confidential Information of DahPay and immediately cease using all Confidential Information. Where required by DahPay, the Seller shall provide to DahPay a written undertaking confirming that it has fully complied with the requirements of this **Clause 13.5** and that it is not in possession or control of any of DahPay's Confidential Information.

13.6 The Seller shall ensure that each of its personnel strictly complies with the obligations under this **Clause 13**

13.7 All ownership and Intellectual Property Rights in DahPay's Confidential Information shall remain vested in DahPay.

13.8 The Parties therefore agree that the DahPay shall be entitled to obtain injunctive relief, or any other restraining or any other appropriate order against the Seller in the event of any threat or disclosure of Confidential Information.

13.9 The obligations of the Seller in this **Clause 13** shall survive for a period of five (5) years after the termination or expiry of this Agreement.

14. INTELLECTUAL PROPERTY RIGHTS (IPR)

14.1 The Seller acknowledges that the copyright, designs, trademarks and other Intellectual Property Rights comprised in the information, text, graphics, scripts, software, technology, music, sound, photograph, logos, widgets, documents and/or any materials provided by DahPay (“**DahPay’s IPR**”) are the sole and exclusive property of DahPay and/or its licensors.

14.2 The Seller may utilise the DahPay’s IPR strictly in accordance with the instruction and guidelines of DahPay issued and/or communicated by DahPay from time to time and solely for the activities contemplated in this Agreement only.

14.3 The Seller further agrees and undertakes that save as expressly permitted in this Agreement it shall not without DahPay’s prior written consent:

(a) reproduce, copy, reverse compile, adapt, modify, distribute, commercially exploit, display, broadcast, hyperlink or transmit in any manner or by any means or store in an information retrieval system any part of DahPay’s IPR; and

(b) create or use derivative works from DahPay’s IPR.

15. DATA PROTECTION

15.1 Seller shall always endeavour to keep all data related to the Transaction under this Agreement secure and will follow industry practice and any guidelines issued by any regulatory authority from time to time. As part of data security obligations Seller shall not store DahPay account authentication information (PIN/ OTP). Apart to fulfill its audit purposes, the Seller acknowledges and agrees not to store the DahPay account credentials of the Customer in any form including without limitation by creating logs.

16. SUSPENSION OF SELLER’S DAHPAY

16.1 DahPay shall be entitled, without any liability to the Seller, to immediately suspend the DahPay Service (including withholding any Settlement to the Seller) by written notice to the Seller if, in the sole and absolute opinion of DahPay that:

(a) the Seller has breached any warranty, terms and conditions of this Agreement; and

(b) any of the events stipulated in **Clause 17.1(b)(i) to (iv)** and/or in **Clause 17.1(c)** occurs to or is committed by the Seller.

16.2 The issuance of such suspension notice shall not in any way prejudice or prevent DahPay from exercising its rights to terminate this Agreement under **Clause 17** with respect to the same breach and/or event.

17. TERMINATION

17.1 Without prejudice to any other rights of the Parties under this Agreement or at law, this Agreement may be terminated:

(a) immediately by either Party without any liability whatsoever to DahPay where:

(i) the provision of the DahPay Services or any part thereof shall become unlawful under any laws in Malaysia; or

(ii) DahPay's license and/or approval under the relevant legislation which is necessary to provide the DahPay Service is suspended, revoked or terminated and another license of that type is not immediately granted or issued to DahPay; or

(b) by a Party by giving written notice where:

(i) the other Party is in material breach of any warranty, terms and conditions of this Agreement and such breach is incapable of being remedied or where capable of remedy, is not remedied within thirty (30) days of receipt of notice in writing by the non-defaulting Party specifying the nature of the breach;

(ii) an order is made, or an effective resolution is passed for the reconstruction, amalgamation of the other Party under Sections 366 – 368 the Companies Act 2016 or any other similar action or proceeding under any other law and the order or resolution is not withdrawn, revoked or annulled within a period of ninety (90) days from the date of the order or resolution;

(iii) an order is made, or an effective resolution is passed for winding up or dissolution of the other Party and the order or resolution is not withdrawn, revoked or annulled within a period of ninety (90) days from the date of the order or resolution;

(iv) a receiver, receiver and manager, official manager, provisional liquidator, liquidator, or like official is appointed over the whole or a substantial part of the undertaking and property of the other Party and such appointment is not withdrawn, revoked or annulled within a period of ninety (90) days from the date of such appointment;

(v) a holder of an encumbrance takes possession of the whole or any substantial part of the undertaking and property of the other Party and such action is not withdrawn, invalidated or reversed within a period of ninety (90) days from the date of such appointment; or

(vi) the other Party ceases its business; or

(c) by DahPay by giving written notice where:

(i) the Seller is unable to justify the occurrence of a downtime and not being able to resolve the problem within reasonable timeline stipulated by DahPay;

(ii) there is a change in the management, constitution, nature or control of the Seller's business from that existing on the date of this Agreement; or

(iii) the Seller is in breach of any acts, statutes, laws, by-laws, rules and/or regulations imposed by any party, regulatory body, or government agency.

17.2 Notwithstanding anything to the contrary, DahPay may terminate this Agreement, without any liability whatsoever to the Seller, and without assigning any reason whatsoever, by giving thirty (30) days written notice to the Seller.

18. CONSEQUENCES OF TERMINATION OR EXPIRY OF AGREEMENT

18.1 The termination or expiry of this Agreement, in whole or in part, does not operate as a waiver of any breach by a Party of any of its provisions and is without prejudice to any rights, liabilities or obligations of any Party which have accrued up to the date of termination or expiry including the right of indemnity.

18.2 On termination or expiry of this Agreement by either Party for any reason:

(a) All amounts accrued and payable shall become immediately due and payable. DahPay shall remit all monies in the Seller's DahPay account less any monies, damages, cost and expenses due to DahPay to Seller's Designated Bank Account.

(b) The Seller shall forthwith return to the DahPay such equipment, originals and any copy of any software, books, documents, records, papers and materials of DahPay in its possession.

(c) The Seller shall immediately cease holding itself out as a Seller to DahPay and shall immediately cease using the DahPay Service, DahPay's IPR and remove all signs, names, insignia, advertisements and/or any other material which identifies it as part of the network of DahPay and shall return to DahPay all literature and other material relating to DahPay in its possession.

19. MODIFICATION OF TERMS; CHANGES TO SERVICES.

19.1 No revision, modification and/or change to the scope of the DahPay Service and any charges and/or fees payable under this Agreement shall take effect until the same has first been mutually agreed in writing by the Parties.

19.2 With respect to any other changes to the Agreement, the Seller agrees that DahPay may revise, modify and/or change the same with prior written notice to the Seller. Any such revision, modification or change will be binding and effective either, at DahPay's sole discretion:

(a) immediately upon posting of the revised Agreement on the MyMakanan website or upon electronic or written notification to the Seller, where such revision or change is to comply with legal or regulatory requirements; or

(b) twenty-one (21) days after posting of the revised Agreement on the MyMakanan Website, or upon electronic or written notification to the Seller, in other cases.

19.3 The Seller agrees to periodically review the MyMakanan Website, including the current version of this Agreement available on the MyMakanan Website, to be aware of any such revisions.

19.4 If the Seller does not agree with any revision to the Agreement, the Seller may terminate this Agreement at any time by providing DahPay with notice in writing.

19.5 Such notice of termination will be effective on receipt and processing by DahPay.

19.6 Except as otherwise provided in this Agreement, in the event the Seller terminates this Agreement, any fees paid by the Seller are non-refundable.

19.7 By continuing to use DahPay Services after any revision to this Agreement, the Seller agrees to abide by and be bound by any such revisions or changes.

19.8 DahPay is not bound by nor should the Seller rely on:

(a) any representation by any agent, representative or employee of any third party that you may use to apply for DahPay Services; or

(b) information posted on DahPay's Website of a general informational nature.

20. NOTICES

20.1 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) to that Party at its address stated below.. A Communication once given, served or delivered shall be irrevocable without the consent of the recipient, which may be given or withheld, in its absolute discretion. A Communication shall be deemed to have been given, served or delivered:

(a) if delivered by hand, upon delivery with acknowledgement;

(b) if sent by mail, after three (3) Business Days of postage;

(c) if sent by electronic mail, twenty-four (24) hours after e-mail is sent provided always a copy thereof is sent by post.

To DahPay.:

Attention : DahPay (M) Sdn. Bhd.
Address : A-15-02 & A-15-03, Vertical Business Suite, Bangsar South,
No.8, Jalan Kerinchi, 59200 Kuala Lumpur.
Email : info@dahpay.com.my

To the Seller:

The address, fax number and email as stated in the Seller Application Form or otherwise provided to DahPay by Seller.

21. FORCE MAJEURE

21.1 Neither Party shall be liable for any cost or otherwise, for any delay and/or failure in the execution of their respective obligations if such delay or failure is due to Force Majeure.

21.2 Force Majeure shall mean any factors or impediment that are beyond the Party's reasonable control and that it could not reasonably be expected to have taken the impediment into account at the time of the conclusion of this Agreement or to have avoided its consequences including but not limited to war, revolution, insurrection, riots, blockage or embargo, emergency, accident, fire, earthquake, flood, storm, industrial strikes, lockouts or other labour disputes not instigated or caused by the affected Party for the purposes of avoiding its obligations herein, pandemics and viral outbreak. Provided that an event of Force Majeure shall not include economic downturn, non-availability or insufficient funds, or lack of financing on the part of the affected Party to carry out its obligations under this Agreement.

21.3 If either Party is prevented or delayed in the performance of any obligation under this Agreement by events of Force Majeure, the affected Party shall give written notice thereof to the other Party within seven (7) days of the happening of such event, specifying the details constituting Force Majeure and the anticipated period during which such prevention, interruption or delay may continue.

21.4 Where possible the Parties shall diligently mitigate or remove the effects of Force Majeure. Either Party upon receipt of the notice of Force Majeure shall confer promptly

with the other and agree upon a course of action to remove or alleviate such effect and shall seek reasonable methods of resuming full performance of its obligations and achieving the objectives under this Agreement.

22. DISPUTE RESOLUTION

22.1 In the event that there is any dispute or claim arising out of or in connection with this Agreement or the interpretation of this Agreement (“**Dispute**”), either party may issue a written notice (“**Dispute Notice**”) to the other Party stating the nature of the Dispute and requesting that the authorised representatives of each Party resolve the Dispute. If the authorised representatives of the Parties are not able to resolve the Dispute after a period of thirty (30) from the date the Dispute Notice or such other extended period as may be mutually agreed between the Parties, then the Parties will attempt to settle the Dispute by mediation which shall take place in accordance with the Kuala Lumpur Regional Centre for Arbitration Mediation Rules for the time being in force. The mediation shall start not later than thirty (30) days after the appointment of the mediator. Provided that the right to issue proceedings is not prejudiced by a delay, no Party shall commence arbitration or court proceedings in relation to any Dispute until the following:

- (a) it has attempted to settle the Dispute by mediation and no settlement is reached within sixty (60) days after the commencement of the mediation or such other extended period as may be agreed by the Parties; or
- (b) the mediation is terminated or brought to an end without the Parties reaching a settlement on the Dispute.

Where mediation is not successful, then either Party may refer the Dispute to arbitration in accordance with the rules of the Arbitration Act 2005 for the time being in force.

22.2 The arbitration proceedings shall be conducted in English and the seat and place of arbitration shall be Kuala Lumpur, Malaysia.

22.3 There shall be a single arbitrator to be mutually agreed in writing by the Parties and if the Parties fail to agree within thirty (30) days from the date the Dispute is referred to arbitration, the arbitrator shall be appointed by the Director of the Kuala Lumpur Regional Centre for Arbitration

22.4 A Party shall not be prevented from seeking or obtaining an enjoining order, interim order or interim relief in the court prior to the arbitral tribunal being instituted.

22.5 Recognition and enforcement of the arbitration award may be rendered in any court of competent jurisdiction, as the case may be.

22.6 The Parties agree that the arbitration award shall be final and binding on the Parties.

22.7 To the fullest extent permitted by law, each of the Parties hereby expressly waive any right under any relevant laws and regulations, decrees or policies having force of law that would otherwise give a right to appeal against the decision of the arbitral tribunal, and the Parties agree that no Party shall appeal to any court against the award or decision contained therein.

22.8 No Party or person involved in any way in the creation, coordination or operation of the arbitration of any Dispute may disclose the existence, content or results of the Dispute or any arbitration conducted under this Agreement in relation to that Dispute unless the same is required by law or rules of any stock exchange.

22.9 Notwithstanding the provision of this **Clause 22**, a Party may pursue remedies for breach of confidentiality under **Clause 13** and/or with respect to its Intellectual Property Rights in the Malaysian courts.

23. GENERAL

23.1 This Seller Agreement including any annexures thereof and the Seller Application Form shall constitute a binding contract between the Parties hereto. In the event that there are any inconsistencies between the Seller Agreement and the Seller Application Form, the Seller Application Form shall prevail.

23.2 Nothing in this Agreement shall be construed as to create the relationship of employer-employee, partners, collaborators, joint-venture or principal-agent between the Parties hereto. The Parties shall be independent contractors and neither Party shall bind the other by its acts, deeds or omissions.

23.3 This Agreement supersedes all previous negotiations, writings, commitments or agreements, either oral or written, between the Parties hereto.

23.4 This Agreement shall be binding on and shall enure for the benefit of each of the Parties' successors. The Seller shall not assign nor transfer any of its rights, benefits or obligations under this Agreement save with the prior written consent of DahPay..

23.5 The illegality, invalidity or unenforceability of any provision of this Agreement under the laws of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction nor the legality, validity or enforceability of any other provision of this Agreement.

23.6 Failure or delay on part of either Party to enforce any provision(s) of this Agreement at any point of time shall not be construed to be a waiver by such Party of such rights thereafter to enforce each and every provision of this Agreement.

23.7 This Agreement shall be governed by and construed in all respects in accordance with the laws of Malaysia.

APPENDIX A

DAHAPAY OPERATING GUIDE

1. Seller shall not split a single sale into more than one Transaction.
2. Seller must not process a transaction after receiving decline response (Exception: System failure for that transaction, Transaction time-out, Customer Request to reprocess).
3. Seller shall stop processing the Transaction as soon as DahPay tells Seller to do so.
4. The transaction must not be a payment for goods or services that violates a law that applies to Seller or the account holder or for goods and services outside the description of Seller's business.
5. Seller shall not attempt to levy service charge for use of purchases and must not attempt to set minimum transaction limits for Transaction for the use of DahPay account.

APPENDIX B

PROHIBITED ITEMS

1. Adult goods and services which includes pornography and other sexually suggestive materials (including literature, imagery and other media); escort or prostitution services;

2. Body parts which includes organs or other body parts;
3. Child pornography which includes pornographic materials involving minors;
4. Copyright unlocking devices which includes Mod chips or other devices designed to circumvent copyright protection;
5. Drugs and drug paraphernalia which includes illegal drugs and drug accessories, including herbal drugs like salvia and magic mushrooms;
6. Drug test circumvention aids which includes drug cleansing shakes, urine test additives, and related items;
7. Hacking and cracking materials which includes manuals, how-to guides, information, or equipment enabling illegal access to software, servers, websites, or other protected property;
8. Illegal goods, which includes materials, products, or information promoting illegal goods or enabling illegal acts;
9. Offensive goods, which includes literature, products or other materials that: (a) Defame or slander any person or groups of people based on race, ethnicity, national origin, religion, sex, or other factors (b) Encourage or incite violent acts (c) Promote intolerance or hatred;
10. Offensive goods, crime that includes crime scene photos or items, such as personal belongings, associated with criminals;
11. Weapons which includes firearms, ammunition, knives, brass knuckles, gun parts, and other armaments;
12. Any product or service, which is not in compliance with all applicable laws and regulations in Malaysia