

**Important Notice: You are advised to read and understand the following terms and conditions (“Terms”) before applying for JomPAY and if you do not understand any of the Terms, you may seek the Bank’s clarification on such Terms.**

## **Schedule**

### **JomPAY**

#### **1. DEFINITIONS**

Beneficiary of Fraud	means the Party who benefits from an Unauthorized Payment Instruction, or Fraudulent Payment Instruction.
Bank's Customer	means any individual, company, body corporate, businesses (including sole proprietor and partnership), government agency, statutory body, society who has account(s) with Biller Bank who has received Erroneous Payment Instruction or Fraudulent Payment Instructions and/or funds due to errors of other biller, Payer or any client of the Biller Bank.
Biller Bank	means the Bank that is a Participant appointed by the Applicant to facilitate the collection of bill payments via the Scheme.
Biller Code	means an alpha numeric code uniquely identifying either: (a) the Applicant; or (b) the Applicant’s product or service category for purposes of routing Payments to the Applicant.
Biller Management Module or BMM	means a web-based application to maintain the details of the Applicant that can be accessed by the Applicant, Payer Bank, Biller Bank and PayNet.
Biller Notification System or BNS	means an online notification system operated by PayNet to make available RTNs to participating billers that have opted to receive the notifications.
CASA	means current account and savings account.
Card Accounts	means credit card account(s), charge card account(s) and prepaid card account(s).
Customer	means the billers, Payers and other clients of a Participant.
Erroneous Payment Instruction	means a Payment Instruction that is initiated wrongly or is incorrect as follows: (a) Participants post erroneous entries to Applicant’s/Payers’ bank accounts, or generate invalid, incorrect, misdirected or duplicated Payment Instructions on behalf of Applicants’/Payers’ due to technical errors or operational errors; (b) Technical or operations errors at PayNet that result in incorrect or duplicated Payment Instructions; or (c) Mistaken Payment Instruction which is directed to the wrong Applicant/Payers, contains incorrect recipient reference numbers, carries the wrong amount, or is

duplicated.

Fraudulent Payment Instruction	means a Payment which has been induced by dishonest or fraudulent means and which the Payer had made a request for refund. It includes cases where a Payer makes a Payment as a result of a fraudulent invoice issued by a third party who purports to be the Applicant (and is not in fact the Applicant) or a third party who impersonates the Applicant.
Interbank GIRO or IBG	means an interbank payment and funds transfer system that facilitates payments and collections via the exchange of digitized transactions between banks.
IBG Same Day Cut-Off Time	means the deadline on a Business Day whereby funds from a Payment Instruction: <ul style="list-style-type: none"> <li>(a) initiated before this deadline would be credited on the same Business Day; or</li> <li>(b) initiated after this deadline would be credited on the next Business Day.</li> </ul>
JomPAY Brand	means the brand, icon, logo and marks for the JomPAY Scheme.
JomPAY Brand Guidelines	means the JomPAY branding guidelines which are prescribed and issued by PayNet and will include any variation, addition, amendment or modification made from time to time.
Scheme	means a service offered by PayNet which facilitates industry wide ubiquitous Bill payments through the use of standard Biller Codes and Recipient Reference Numbers.
PayNet	means Payment Network Malaysia, the owner and the operator of the JomPAY Scheme.
Mistaken Payment Instruction	means a payment that is made, or not made, to a person or for an amount which is not in accordance with a Payer's Payment Instructions or contains an error in the Payment Instructions from the Payer resulting in payments which: <ul style="list-style-type: none"> <li>(a) are directed to the wrong Customers</li> <li>(b) contain incorrect Recipient Reference Numbers</li> <li>(c) carry the wrong amount; or</li> <li>(d) are duplicated.</li> </ul>
Off-us	means all Payment Instructions in which the Payer Bank and Biller Bank are not the same Bank.
On-us	means all Payment Instructions in which the Payer Bank and the Biller Bank are the same Bank.
Participant	means a bank that is a member of the Scheme.
Payer	means individuals, companies, body corporate, businesses (including sole proprietors and partnerships), government agencies, statutory bodies, societies, and other Bank customers that make Payments to the Applicant using the Scheme.
Payer Bank	means a Participant in the Scheme who offers services that allow

Payers to initiate Payment Instruction.

Payment Instruction or Payment	means an order from a Payer to its Payer Bank directing the Payer Bank to: (a) Draw funds from the Payer's bank account; and (b) Transmit an IBG entry to transfer funds to the Biller Bank to pay the Applicant for a bill.
Real-time Notification or RTN	means a form of electronic message sent by PayNet to the Applicant to provide advance notice of incoming payment from a Payer once the Payer's bank account has been successfully debited for a Payment Instruction to the Applicant.
Recipient Reference Number or RRN	means a unique identifier assigned by the Applicant to a Payer referred as Ref-1 and Ref-2 on a bill.
Responsible Participant	means a Participant who: (a) caused an Erroneous Payment Instruction; (b) caused funds to be incorrectly debited from Customers; or (c) caused funds to be directed to the wrong party.
Reversal	means a transaction that: (a) is initiated by the Applicant to cancel an Erroneous Payment Instruction; (b) may involve the making of a debit or credit adjustment to the account of the Payer to which the Erroneous Payment Instruction relates; and (c) may involve an adjustment to the bank account(s) of the Biller named in the Erroneous Payment Instruction, if funds from the Erroneous Payment Instruction have been applied to the bank account(s).
Unauthorised Payment Instruction	means a payment made without the authority of the Payer who is purported to have given the Payment Instruction which initiated that payment (and from whose account that Payment was debited) or a Payment made by a Payer which is void for any reason other than fraud. It includes cases where the Payment has been made by a third party who has obtained unauthorised access to a Payer's account and makes unauthorised transactions from the Payer's account to make other payments. However, it does not include a Fraudulent Payment Instruction.

All capitalized terms used herein but not defined shall bear the same meaning as defined in the Common Terms and Conditions.

## **2.0 JomPAY SCHEME ACCESS**

- 2.1 The Bank is a Participant of the Scheme as Biller Bank and the Applicant is a registered participating biller under the Scheme.
- 2.2 In consideration of the fees paid to the Biller Bank, the Biller Bank agrees to facilitate the participation of the Applicant in the Scheme in accordance with these Terms.
- 2.3 The Applicant hereby agrees to observe all applicable rules, guidelines, regulations, circular and laws

including any operating rules issued by PayNet which will be communicated by the Biller Bank to the Applicant from time to time.

### **3.0 FEES**

Applicant shall pay the fees as mentioned in the application form to the Biller Bank. The Biller Bank shall be entitled to deduct or set-off any fees payable by the Applicant from the Debit Account and where there is insufficient amount, then from such other account(s) of the Applicant with the Biller Bank which the Biller Bank deems fit.

### **4.0 PAYMENT TYPE**

Applicant shall accept Payments that draw funds from CASA and optionally Payment(s) that draw funds from Card Accounts

### **5.0 OBLIGATIONS OF THE APPLICANT**

- 5.1 The Applicant shall not charge the Payer(s) any fees for making Payment(s) via JomPAY Scheme.
- 5.2 The Applicant shall ensure that it has and maintains adequate procedures and systems for receiving and processing promptly Payment Instructions it receives from the Biller Bank and promptly and correctly credits or debits as the case may be the amounts of each Payment Instruction to the applicable Payer's account with the Applicant.
- 5.3 The Applicant must not make any warranty or representation in respect of goods or services supplied which may bind the Biller Bank, PayNet, Payer Bank or any other Participant in the Scheme.
- 5.4 The Applicant must establish and maintain a fair policy for correction of errors and facilitate recovery of funds for Mistaken Payment Instructions and Unauthorised Payment Instructions.
- 5.5 The Applicant shall consent and allow Biller Bank to disclose its information to PayNet and/or Payer Bank.
- 5.6 The Applicant who has been granted a non-transferable license to use the JomPAY Brand shall not license or assign the said right to use to any other third party. The Applicant shall comply with the JomPAY Brand Guidelines at all times.
- 5.7 For the purpose of Clause 5.6, the Applicant will be liable for any claims, damages and expenses arising out of or caused by the misuse or unauthorized usage of the JomPAY Brand. In the event of such breach, the Applicant's rights to use the JomPAY Brand shall be revoked and ceased immediately, and these Terms shall be terminated accordingly in accordance with Clause 5.8.
- 5.8 Upon termination of the JomPay services, the Applicant shall do the following:

- (a) immediately advise its customers that they will no longer accept Payment via JomPAY from the effective date of termination of the Applicant's access to JomPAY;
- (b) the Applicant will continue to maintain an account with the Biller Bank to credit bill collection for a period of not less than five (5) Business Days after the effective date of termination;
- (c) shall ensure that inflight transactions are completed;
- (d) cease all promotional and advertising that are related, or can be perceived to be related to the JomPAY Scheme;
- (e) remove all JomPAY Brand and Marks from the Applicant's payment channels; and
- (f) return to PayNet all software, documents and intellectual property assets for JomPAY.

5.9 The Applicant agrees that the Biller Bank may conduct audit from time to time to ensure compliance to JomPAY Brand Guidelines and shall furnish such information and proof of compliance as may be requested by the Biller Bank.

5.10 This Clause 5 (*Obligations of the Applicant*) shall survive termination of the JomPay services. Termination does not affect either party's rights accrued and obligations incurred before termination.

## **6.0 OBLIGATIONS OF BILLER BANK**

- 6.1 Biller Bank is required to credit Applicant's bank accounts with funds from incoming JomPAY Payments and make the incoming funds available for the Applicant unencumbered use within two (2) hours of IBG clearing for Off-us transactions and within five (5) minutes of debiting of funds from Payer's bank account for On-us transactions, except for situations where the Applicant has specifically agreed in writing for delayed or batched postings.
- 6.2 Subject to Clause 3.1 above, Biller Bank must make payment in full to the Applicant except for situations where the Applicant specifically agreed in writing that JomPAY fees shall be deducted from Payment Instructions.
- 6.3 If the Applicant receives a RTN, the Biller Bank shall provide an irrevocable guarantee to the Applicant that the Applicant will receive the funds indicated in the RTN. With this irrevocable guarantee that funds will be credited, the Applicant shall ship goods or deliver services based on the receipt of a RTN.
- 6.4 Biller Bank shall implement reasonable measures that deems necessary to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected.
- 6.5 Biller Bank shall make available to Applicant the following information, for the purpose of facilitating the Applicant's reconciliation processes and accounting for payment of receipts and fees:
- (a) RRN (Ref-1);
  - (b) RRN (Ref-2);
  - (c) JomPAY Reference Number;
  - (d) Transaction Value;
  - (e) Debit date and time;
  - (f) Payer name;
  - (g) Account type;
  - (h) Payment channel;
  - (i) Gross total transaction value;
  - (j) Total transaction volume; and
  - (k) Total fees/commissions charged.

- 6.6 Biller Bank shall deliver to the Applicant, the information described in Clause 6.5, at the minimum in the following manner:
- (a) Data files or electronic files; and
  - (b) Statements or e-statements.
- 6.7 Notwithstanding any provisions to the contrary, the Biller Bank is not obliged or is not bound to perform or carry out any obligations and/or duties of the Biller Bank set out in these Terms if to do so would be impossible, impractical, unreasonable, too onerous or outside the control of the Biller Bank.

## **7.0 RECOVERY OF FUNDS**

- 7.1 The Applicant shall assist the Biller Bank with investigation of Mistaken Payment Instruction, Unauthorised Payment Instruction, Fraudulent Payment Instruction, and shall make the necessary refund(s) to the Payer, Payer Bank or Biller Bank (as the case maybe), in the event that it is found the Applicant is responsible for such Mistaken Payment, Unauthorised Payment or Fraudulent Payment (as the case maybe).
- 7.2 In the event Erroneous Payment is caused by the Applicant, the Biller Bank shall immediately reverse out all debits erroneously posted to the Bank's Customer's account regardless whether funds have been recovered from other affected parties.

### **Erroneous Payment Instruction and/or Mistaken Payment Instruction**

- 7.3 The Biller Bank shall inform the Applicant once the Biller Bank receives a request to recover funds that is wrongly credited to the Application due to an Erroneous Payment Instruction and/or Mistaken Payment Instruction. The Applicant must facilitate the recovery of funds process stated in Clause 7.4.
- 7.4 Upon receiving a recovery of funds request for Erroneous Payment Instruction and/or Mistaken Payment Instruction, the Biller Bank has the right to debit the Applicant's account to recover funds within one (1) Business Day after the following conditions are met:
- 7.4.1 if the recovery of funds request is received within twenty-one (21) Business Days from date of Erroneous Payment Instruction and/or Mistaken Payment Instruction and that the following conditions are met:
    - (a) the Biller Bank is fully satisfied that funds were erroneously credited to the Applicant's account;
    - (b) the funds have been credited to the Applicant's account;
    - (c) the Applicant has not acted on RTN;
    - (d) the RTN (if applicable) has not been delivered to the Applicant;
    - (e) there is sufficient balance in the Applicant's account to cover the recovery amount; and
    - (f) the Biller Bank has provided notification to the Applicant regarding the debit of the Biller's account.
  - 7.4.2 if the recovery of funds request is received between twenty-two (22) Business Days and seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction/Fraudulent Payment Instruction and that the following conditions are met:
    - (a) the Biller Bank is fully satisfied that funds were erroneously credited to the Applicant's account; and
    - (b) there is sufficient balance in the Applicant's account; and
    - (c) the Biller Bank has notified the Applicant about the recovery of funds request, furnishing details of the allegedly Erroneous Payment Instruction and/or Mistaken Payment Instruction but the Applicant has not provided to the Biller Bank, within fourteen (14) Business Days of the written notification, reasonable evidence that the Applicant is entitled to the funds.
  - 7.4.3 if the recovery of funds request is received after seven (7) months from date of Erroneous

Payment Instruction and/or Mistaken Payment Instruction, and the following conditions are met:

- (a) the Biller Bank is fully satisfied that funds were erroneously credited to the Applicant's account; and
- (b) the Biller Bank has sought the Applicant's consent in writing to debit the Applicant's account to recover funds, and the Applicant has given its gives consent to debit its account.

7.5 When the Applicant receives a written request for consent from Biller Bank as described in Clause 7.4.3(b), Applicant shall not unreasonably withhold consent to debit its account when there is a legitimate recovery of funds request and shall inform the Biller Bank in writing whether consent is granted within fourteen (14) Business Days of the written request for consent.

#### **Unauthorised Payment Instruction and/or Fraudulent Payment Instruction**

7.6 The Biller Bank shall inform the Applicant once the Biller Bank receives a request to recover funds that was credited to the Application due to an Unauthorised Payment Instruction and/or Fraudulent Payment Instruction. The Applicant must facilitate the recovery of funds process stated in Clause 7.7.

7.7. If the Applicant receives an Unauthorised Payment Instruction and/or Fraudulent Payment Instruction, Applicant shall:

- (a) immediately takes all practicable measures to prevent the use or application of fraudulently transferred funds for the benefit Beneficiary of Fraud;
- (b) furnish to the Biller Bank within seven (7) Business Days, information, including but not limited to the name, address, contact information, national identity card number/passport number to conclusively identify the Beneficiary of Fraud;
- (c) take all practicable measures permissible under the law to recover funds from the unintended recipient of funds including but not limited to reversing out credits, drawing on deposits or other financial guarantees that the Beneficiary of Fraud place with the Applicant, stopping delivery of goods, suspending services that the Beneficiary of Fraud has paid for, repossessing goods delivered to the Beneficiary of Fraud and taking legal action against the Beneficiary of Fraud; and
- (d) immediately provide information required in Clause 7.7(b) to the Payer Bank to facilitate the Payer Bank investigation.

7.8 In the event of Unauthorised Payment Instruction and/or Fraudulent Payment Instruction is received by the Applicant, the Biller Bank shall do the following (upon becoming aware of the fraud):

- (a) notify the Applicant the RTNs associated with the Fraudulent Payment Instruction and of the Fraudulent Payment Instruction;
- (b) investigate the Applicant to determine that Applicant is implicated in the fraud. If Biller Bank has sufficient grounds to suspect the Applicant is involved in the fraud or is benefiting from the fraud, the Biller Bank shall prevent withdrawal or use of the remaining funds in the Applicant's account with the Biller Bank until there is satisfactory resolution of Unrecoverable Loss. The Applicant shall facilitate the Biller Bank's investigation.

7.9 In the event the Applicant is responsible for Fraudulent Payment Instruction, Clause 7.13 shall apply accordingly.

#### **Liability for Unrecoverable Loss**



- 7.10 For Erroneous Payment Instruction, Mistaken Payment Instruction and/or Fraudulent Payment Instruction that cannot be recovered or fully recovered, the amount that cannot be recovered will be deemed an **“Unrecoverable Loss”** and the party causing the Unrecoverable Loss will be liable to bear that loss.
- 7.11 If the Biller Bank has reasonable grounds to conclude after its investigation that the Applicant caused the Unrecoverable Loss, the Biller Bank will notify the Applicant and has the right to freeze funds in the Applicant’s account until there is satisfactory resolution of Unrecoverable Loss. The amount frozen shall amount to no more than the amount of the Unrecoverable Loss.
- 7.12 The Applicant agrees to take all measures to recover the Unrecoverable Loss if the Unrecoverable Loss is due to its fault or negligence. Notwithstanding the aforesaid, this will not prohibit the Biller Bank to take legal action against the Applicant, to the extent permissible by law, to make good the Unrecoverable Loss incurred.
- 7.13 The Biller Bank shall refund JomPAY fees and IBG fees (if applicable) incurred for Erroneous Payment Instruction, Mistaken Payment Instruction, Unauthorised Payment Instruction and/or Fraudulent Payment Instruction, if the error was not caused by the Applicant except in situations where the Applicant decides to partially refund an overpayment. If the Applicant opts to partially refund overpayment to the Payer, the Applicant shall bear the transaction fees for executing the refund.

## **8.0 FUNDS AVAILABILITY**

- 8.1 Applicant shall give credit to the Payer’s accounts with the Applicant on the Business Day that the Payers initiated the Payment Instruction to the Applicant, provided that the Payment Instruction were initiated before the IBG Same-Day Cut-off Time for that Business Day.
- 8.2 Applicant hereby acknowledges that Payment Instruction made by the Payer on a Business Day is deemed received by the Applicant on the same day, provided that the Payment Instruction was initiated before the IBG Same Day Cut Off for that Business Day.

## **9.0 DELAY IN PAYMENTS**

- 9.1 Subject to Clause 9.2, the Applicant acknowledges that delay may occur in processing of Payment Instructions in the following events:
- (a) The Payment Instruction(s) are made on a public holiday;
  - (b) On the day after a Payer gives a Payer Instruction is a public holiday; and
  - (c) A Payment Instruction is received either on a non-Business Day or after the IBG Same Day Cut-Off Time on a Business Day.
- 9.2 Although it is expected the delay in the Biller Bank performance of these Terms due to reasons specified in Clause 9.1, the delay will not be more than one (1) Business Day.

## **10.0 DISPUTE RESOLUTION**

- 10.1 Any dispute in the JomPAY including but not limited to adjustments shall be resolved through a dispute resolution process.
- 10.2 Dispute between Participant and Payer and/or Applicant:
- (a) Participant shall, in good faith, attempt to settle all disputes or conflicts with Payer and/or Applicant arising in connection with the JomPAY Scheme amicably and by mutual agreement;



- (b) PayNet will not arbitrate nor mediate disputes between:
  - (i) Applicant and the Biller Bank; and
  - (ii) Payer and Applicant.

However, the Applicant may lodge a complaint with PayNet if there are allegations of Biller Bank's non-compliance to the JomPAY Scheme Rules. PayNet shall review of such complaints and allegations in accordance with Clause 10.3.

- 10.3 The Applicant shall have the right to refer their disputes to PayNet if there is an allegation of Participant's non-compliance to the JomPAY Scheme Rules. PayNet will review such complaints and allegations, but such review will be confined to:
  - (a) determination whether there has been non-compliance;
  - (b) stipulating remedies for Participant to correct or address the non-compliance; and
  - (c) determination if penalties are applicable for the non-compliance.
- 10.4 All decisions rendered by PayNet in response to complaints from Applicant shall be prima facie binding on the Biller Bank.

## 11.0 INDEMNITY

- 11.1 Subject to the other party's compliance with Clause 11.2, each party ("**Indemnifying Party**") agrees to indemnify and hold the other party and its employees and agents harmless against any and all losses, expenses, claims, suits, demands, actions, and proceedings including all reasonable legal and other related fees or charges ("**Liability**") which the other party may suffer or incur or for which the other party may become liable as a result of:
  - (a) any negligence, misrepresentation or fraud on the part of the indemnifying party, its employees, and agents with respect to the performance of its obligations or the exercise of any of its rights under these Terms;
  - (b) any claim by a Payer, Biller Bank, Payer Bank, PayNet or any other person for any breach by the Indemnifying Party of any applicable laws;
  - (c) the failure of the Indemnifying Party to observe any of its obligations under these Terms; or
  - (d) any use of the JomPAY Brand by the Indemnifying Party other than as permitted by these Terms,except to the extent that such liability arises or is incurred by the other party by reason of any act or omission on its part mentioned in Clause 11.1 (a) to (d).
- 11.2 In the event a claim is made against a party in respect of which it is entitled to be indemnified pursuant to Clause 11.1, that party must:
  - (a) give notice of any such claim to the other party;
  - (b) consult with the other party in relation to any such claim;
  - (c) not to settle any claim without obtaining the prior written consent of the other, such consent not to be unreasonably withheld.
- 11.3 The Biller Bank is not liable to the Applicant for any loss or damage suffered by the Applicant as result of :
  - (a) a missing or erroneous payment; and
  - (b) the delay or disruption caused by any system failure beyond the Biller Bank's reasonable control.
- 11.4 For the purpose of this clause, loss or damage includes any consequential or economic loss or damage.

## 12.0 SUSPENSION & TERMINATION

## Suspension

- 12.1 PayNet or the Biller Bank, as the case maybe, reserve the right to suspend the Applicant's access to the Scheme under the following circumstances, which includes, but not limited to:
- (a) The Biller breached these Terms, applicable rules, guidelines, regulations, circular or laws including any operating rules issued by PayNet related to JomPAY which will be communicated to the Applicant by the Biller Bank from time to time;
  - (b) PayNet or the Biller Bank has determined that the Applicant has inadequate operational controls or insufficient risk management processes, resulting in potential threats to the stability, integrity, safety and efficiency of the Scheme and/or IBG;
  - (c) The Applicant is suspected on reasonable grounds that it has committed or will commit fraudulent act in connection with the Scheme;
  - (d) PayNet has determined that the Applicant is inactive in the Scheme, after a period of 12 months in which the Applicant does not receive any Payment Instructions.
- 12.2 The Biller Bank may at any time suspend or terminate the participation of the Applicant in the Scheme by giving notice in writing specifying a date for that suspension, and any conditions applicable to it, under the following circumstances including but not limited to:
- 12.2.1 The Biller Bank forms a reasonable view that the Applicant is not meeting its obligations under these Terms;
  - 12.2.2 The Applicant is suspected on reasonable grounds to be engaging in fraudulent activity in connection with the Scheme; and
  - 12.2.3 The Biller Bank has received complaints from other Applicant(s), other Biller Bank(s), Payer Bank or Payer that the Applicant is engaging in fraudulent activity in connection with the Scheme; or
  - 12.2.4 The Applicant has been suspended from the Scheme by other Biller Bank(s) due to breach of provisions of these Terms.
- 12.3 Upon suspension of the Applicant in the Scheme:
- (a) the services provided under the Scheme will be suspended immediately;
  - (b) the Applicant will no longer have access to BMM;
  - (c) the Applicant will stop issuing any bills to Payer or accept Payments from Payer Bank(s);
  - (d) The Applicant will no longer have access to the Biller Bank(s) that the Applicant is connected to via its Biller Code(s);
  - (e) the Applicant is responsible for finding alternative method to issue Bills during the suspension period;
  - (f) the Applicant must take all reasonable steps to assist the Biller Bank to notify each Payer affected by the action that the Applicant is no longer participating in the Scheme, in the form directed by the Biller Bank;
  - (g) the Applicant must cease all promotional and advertising that is related or can be perceived to be related to JomPAY Scheme;
  - (h) the Applicant remove all JomPAY Brand from the Applicant's marketing collaterals, channels and

website; and

- (i) the Applicant must take all reasonable steps to comply with any directions of the Biller Bank to minimise the impact on Payer of the suspension or termination.

### **Termination**

12.4 PayNet or the Biller Bank, as the case maybe, reserve the right to terminate the services provided under these Terms or JomPAY Scheme under the following circumstances, which includes, but not limited to:

- (a) these Terms between the Applicant and the Biller Bank is terminated;
- (b) It is determined by the Biller Bank that the Applicant breached these Terms or any applicable rules, guidelines, regulations, circulars or laws including any operating rules issued by PayNet related to JomPAY which will be communicated to the Applicant by the Biller Bank from time to time;
- (c) the Applicant fails to remedy or take adequate steps to remedy its default under these Terms to the satisfaction of the Biller Bank or PayNet, as the case maybe, within thirty (30) days after notice of the default is given by PayNet;
- (d) PayNet or the Biller Bank has determined that the Applicant has inadequate operational controls or insufficient risk management processes resulting in potential threats to the stability, integrity, safety and efficiency of the Scheme and/or IBG;
- (e) court order(s) affecting the Applicant's or the Biller Bank's membership and/or legal status;
- (f) directive(s) issued by regulatory or government authority affecting the Applicant's or the Biller Bank's membership and/or legal status;
- (g) the Applicant's insolvency;
- (h) the Biller Bank's membership in the Scheme, IBG or RENTAS is terminated or suspended and the Applicant has not appointed a replacement Biller Bank;
- (i) PayNet has determined the Applicant is inactive or the Applicant is deemed inactive when there are no JomPAY transactions for a period of twelve (12) consecutive months.

12.5 Upon termination of these Terms, the participation of the Applicant in JomPAY Scheme is automatically terminated and the Applicant no longer has access to JomPAY Scheme and the services provided under the JomPAY Scheme.

### **13.0 ADVERTISEMENT AND USE OF LOGO**

13.1 The Applicant must use the appropriate denotation or legend of trademark registration or ownership in connection with JomPAY Brand, as required or consented to by the Biller Bank.

13.2 The Applicant is granted the consent to use the denotation or legend of the trade mark of JomPAY Brand, for the sole purpose of publicising, indicating and advertising that the Applicant accepts Payment Instruction through the Scheme.

13.3 In the event of non-compliance or infringement or potential infringement or misuse of the JomPAY Brand, PayNet or the Biller Bank has the absolute right to revoke the consent granted and the Applicant shall cease all use of the denotation and trade mark of the JomPAY Brand by the Applicant with or without giving reason whatsoever.

13.4 If the Applicant desires to use a denotation or legend of trade mark registration or ownership in

connection with any mark other than the JomPAY Brand, but used in association with the JomPAY Brand, the Applicant may do so provided that such use will not adversely affect the rights of PayNet in the JomPAY Brand; and the specification for such use is notified in writing to the Biller Bank, and the Biller Bank gives its written approval to that specification prior to such use.

- 13.5 The Applicant must not use the JomPAY Brand in such a way to create an impression that the goods or services offered by the Applicant are sponsored, produced, offered or sold by the owner of the JomPAY Brand. The Applicant must not adopt “**JomPAY**” or any other JomPAY Brand as any part of the name of its business or apply it to any goods or services offered for sale.
- 13.6 The Applicant must immediately on becoming aware of any infringement or potential infringement of JomPAY Brand, notify the Biller Bank.