

TERMS AND CONDITIONS
FOR ACCEPTANCE OF PAYMENT VIA CIMB QR PAY

Reference is made to the Master Merchant Agreement dated _____ entered into between CIMB Bank Berhad [Registration No. 197201001799 (13491-P)] (“**Bank**”) and _____ (“**Merchant**”).

In the event that the Merchant elects to accept payments using the “CIMB QR Code Pay” service (“**CIMB QRPay**”) these Terms and Conditions shall additionally apply.

1. DEFINITIONS AND INTERPRETATION

- 1.1 Words and expressions used in these Terms and Conditions which are not specifically defined in the Master Merchant Agreement shall have the meanings respectively ascribed to them below:-

“**Access Codes**” refers to Username and/or PIN and/or such other confidential authentication information that is required to access and/or use CIMB QRPay, whether in the form of words, codes, numbers, sets of characters or biological input or such other form or combination thereof, as may be prescribed by the Bank from time to time;

“**Application**” means CIMB’s QRPay application installed by:- (a) the Merchant and/or their Sales Rep to their Mobile Device, Fixed Terminal and/or MPOS – Plug n Pay (as the case may be); and (b) the SHOPPER to the SHOPPER’s Mobile Device for access to CIMB QRPay.

“**Biometric Authentication**” (“Biometric”) refers to a user identity verification process that involves a biological input or the scanning or analysis of some part of the body which includes but not limited to fingerprint scanning, facial and voice recognition or identification;

“**Mobile Device**” means any mobile telecommunication / wireless device (such as a smartphone and/or a tablet) which can be used to access the Application;

“**Passcode**” means the SHOPPER’s password used by the SHOPPER to authorise any QR Code Transaction;

“**PIN**” refers to the 6 (SIX) digit number which is used for authentication and must be keyed in by the Merchant and/or its Sales Reps to access CIMB QRPay;

“**QR Codes**” refers to Quick Response Code, a type of matrix barcode (or two-dimensional barcode) that contains information about an item to which it is attached. There are 2 types of QR codes i.e. QR Code (Static) and/or QR Code (Dynamic);

“**QR Code (Dynamic)**” refers to a unique and changeable code produced by the Merchant which has the Merchant’s account details and transaction information (including amount payable) embedded within the code. QR Codes (Dynamic) can only be scanned once. The SHOPPER does not need to enter the amount when making QR Payments using QR Codes (Dynamic);

“**QR Code (Static)**” refers to a fixed and unchangeable code provided by CIMB to the Merchant which ONLY has the Merchant’s account details embedded within the code. QR Codes (Static) can be scanned repeatedly. The SHOPPER is required to enter the amount payable when making QR Payments using QR Codes (Static);

"QR Code Transaction" means any Payment Channel Transaction effected by a SHOPPER using QR Codes;

"QR Payments" refers to payments from the SHOPPER into the Merchant's account using CIMB QRPay. The SHOPPER makes payment by scanning the Merchant's QR Code with his Mobile Device and authorizing payment thereafter on his Mobile Device;

"Sales Reps" means any person who is given authority by the Merchant to generate QR Codes and receive QR Payments from the SHOPPER on behalf of the Merchant. Payments received via CIMB QRPay goes into the Merchant's Designated Account;

"SHOPPER" means any customer of the Merchant who elects to make payment to the Merchant using CIMB QRPay; and

"Username" refers to a unique name made up of a string of characters chosen by the Merchant which must be keyed in by the Merchant and /or its Sales Reps to access the CIMB QRPay service. The Username is used to associate with the right profile within the Application.

2. QR CODE TRANSACTIONS

2.1 The Merchant and Sales Reps shall ensure that they download and install the Application on their Mobile Device in order to set up and use the CIMB QRPay service. The Application is to be downloaded only from the authorized Apple App Store, Google Play or other application stores that are approved by the Bank. The Merchant shall register the Mobile Device used by the Merchant and the Sales Reps for receiving payment notifications in respect of payments made by SHOPPERS via QR Code Transactions. Payment notifications will be sent to the Merchant and/or the Sales Reps' registered Mobile Device via notification in the Application itself and/or via short message service (SMS).

2.2 The Merchant may use the CIMB QRPay to facilitate receipt of payments from SHOPPERS through the following types of QR Codes:-

- (a) **QR Code (Static):-** In this situation, the SHOPPER will process the Merchant's account details contained in the QR Code (Static) by scanning the QR Code (Static) with his own Mobile Device. The SHOPPER will thereafter enter the amount that he wishes to pay the Merchant into his own Mobile Device and thereafter enter his Passcode to authorise payment of the same to the Merchant; and
- (b) **QR Code (Dynamic):-** In this situation, the Application will generate the QR Code (Dynamic) containing the relevant transaction information (including the amount payable). The SHOPPER will process such transaction information by scanning the QR Code (Dynamic) with his own Mobile Device and thereafter enter his Passcode to authorise payment of the same to the Merchant.

2.3 CIMB QRPay is intended to work in conjunction with the Payment Channels referred to in the Master Merchant Agreement. When CIMB QRPay is used in connection with:-

- (a) Fixed Terminals and/or MPOS – Plug n Pay, the provisions of **Appendix A** shall apply mutatis mutandis;
- (b) Mail Order Forms, the terms and conditions contained in **Appendix B** shall apply mutatis mutandis;
- (c) payment transactions processed via the Merchant's website, the terms and conditions contained in **Appendix C** shall apply mutatis mutandis;
- (d) payment transactions processed through the Bank's "CIMB Clicks" website, the terms and conditions contained in **Appendix D** shall apply mutatis mutandis;
- (e) payments made by SHOPPERS who are also customers of the Bank through the use of the Bank's Banking Services, the terms and conditions contained in **Appendix E** shall apply mutatis mutandis;
- (f) payments made by SHOPPERS via inter-bank online payments through the Financial Process Exchange, the terms and conditions contained in **Appendix F** shall apply mutatis mutandis; and

- (g) payments made SHOPPER's via JomPAY, the terms and conditions contained in **Appendix G** shall apply mutatis mutandis.

- 2.4 The Merchant shall not provide cash or cash advance to the SHOPPER by way of a QR Code Transaction.
- 2.5 The Merchant shall not be permitted to regularize a single transaction which may exceed the Merchant's single transaction floor limit with any SHOPPER by means of employing two (2) or more QR Code Transactions to complete such single transaction.

3. SETTLEMENT OF AMOUNTS DUE TO MERCHANT

- 3.1 Monies due to the Merchant in respect of transactions made using CIMB QRPay shall be paid to the Merchant's Designated Account less the Merchant Discount and all other fees and charges the next Business day following each QR Code Transaction provided that:-
 - (a) the Bank has not exercised its discretion to withhold payment to the Merchant pursuant to any notification by the SHOPPER or pursuant to the provisions of this Terms and Conditions and the Master Merchant Agreement; and
 - (b) the Merchant shall have observed and performed all the obligations contained in this Terms and Conditions and the Master Merchant Agreement.

4. TERMS RELATING TO USE OF CIMB QRPay

- 4.1 The Merchant shall use the QR Code (Static) solely to collect monies in respect of the sales and /or supply of goods and services carried out by the Merchant. The Merchant shall not share the QR Code (Static) with any third parties or duplicate the QR Code (Static) for use by any other third party and the Merchant shall not in any manner whatsoever use the QR Code (Static) to collect funds on behalf of third parties. If the Merchant has any reason to believe that their QR Code (Static) has been tampered with or damaged, the Merchant shall immediately notify the Bank and request to reprint and replace the same with a new QR Code (Static).
- 4.2 The Merchant shall ensure that CIMB QRPay is used by the Merchant at a location which does not exceed a certain distance from the Merchant's registered address as prescribed by the Bank. The Merchant shall not generate any QR Code (Dynamic) at a location which exceeds a certain distance from the Merchant's registered business address as prescribed by the Bank ("**Unauthorised Location**"). The devices used by the Merchant to generate QR Code (Dynamic) are installed with an anti-fraud geo location feature. If the Merchant generates any QR Code (Dynamic) at any Unauthorised Location, a fraud alert will be triggered. Upon verification that the Merchant has generated the QR Code (Dynamic) at an Unauthorised Location, the Bank shall be entitled to terminate the CIMB QR Pay service and/or the Master Merchant Agreement.
- 4.3 **Security Measures**
 - (a) The Merchant and their Sales Reps shall observe all security measures prescribed by CIMB from time to time relating to the CIMB QRPay services in particular over their Username, PIN and Mobile Devices from falling into the wrong hands;
 - (b) The Merchant and their Sales Reps must take all reasonable precautions and diligence to prevent any unauthorized use of their QR Pay and their Mobile Devices. If the Merchant believe that any of their or their Sales Reps' Access Codes have been misused and/or compromised, they must inform the Bank immediately and/or take the necessary steps to change and recreate a new Access Code; and
 - (c) The Merchant and their Sales Reps agree that the Bank has the right to invalidate their Access Codes for breach or potential breach of any terms herein, or of any laws and/or regulations and/or to ensure or maintain the security of CIMB QRPay services and its users where the Bank deems appropriate. The Merchant and their Sales Reps shall not hold the Bank liable for any loss or damage suffered as a result of such invalidation of their Access Codes.

4.4 Biometric Authentication

- (a) If the Merchant's and Sales Reps' Mobile Device is successfully registered with the Bank's Biometric service, the Application can be accessed with the Merchant's and/or Sales Reps' fingerprints registered in the Mobile Device or the Merchant's and/or Sales Reps' face and voice recorded using the Application. The Merchant and Sales Reps shall be deemed to have authorised the Bank to access the Merchant's and Sales Reps' fingerprints registered in the Merchant's and Sales Reps' Mobile Device and the Merchant's and Sales Reps' face and voice recorded using the Application.
- (b) The Merchant and Sales Reps are advised NOT to register any third party(s)'s fingerprints in the Mobile Device or any third party(s) face and voice with the Mobile Device and/or Application, as by such registration, the third party(s) will be able to access the Application under the Merchant's and Sales Reps' account. In such event the Merchant and Sales Reps shall be responsible for all losses or damages incurred as a result of such access deemed authorized by the Merchant and/or Sales Reps.

4.5 Instructions

- (a) The Merchant and the Sales Reps hereby authorise the Bank to comply with all instructions given by them via the use of their respective Access Codes, and such instructions are deemed to be instructions properly authorised by the Merchant and the Sales Reps even if they may conflict with any other mandate given at any time concerning the Merchant and the Sales Reps' account(s) or affair(s). The Merchant and the Sales Reps agree that such instructions shall be binding on the Merchant and the Sales Reps upon its transmission to the Bank and the instructions cannot be changed or withdrawn without the Bank's consent and that the Bank is not further obliged to check the authenticity of such instructions.
- (b) The Merchant and the Sales Reps hereby agree that it is the Merchant and the Sales Reps' responsibility to review the Bank's alerts, statements and records of the instructions, communications, operations or transactions made or performed, processed or effected through CIMB QRPay services and/or Application in a timely manner and on a regular basis. If the Merchant and the Sales Reps reasonably believe that an instruction has not been accurately or completely received by the Bank, the Merchant and the Sales Reps shall officially and immediately inform the Bank by any means without delay after transmission of the relevant instruction(s).

4.6. Cancellation of QR Code Transactions

If any goods and / or services are not received and/or not performed or are cancelled or in the case of goods, the same having been received by the SHOPPER are subsequently rejected or accepted for return or if the price is disputed by the SHOPPER or price adjustment is allowed, the Merchant shall perform one of the following:-

- (a) If the monies have not been paid to the Merchant under Clause 3.1 above, the Merchant may immediately cancel the QR Code Transaction via the Application; or
- (b) If the monies have been paid to the Merchant under Clause 3.1 above, the Merchant shall contact the Banks helpdesk at 03- 62047733 to raise a refund request and to cancel the QR Code Transaction.

5. TERMINATION OF THIS CHANNEL

- 5.1 The Bank may terminate or suspend the authority given to the Merchant to use the CIMB QRPay service in accordance with the termination and/or suspension provisions set out in the Master Merchant Agreement mutatis mutandis, without affecting the Merchant's rights to use the other Payment Channels.

- 5.2. The Merchant acknowledge that termination shall not affect the Merchant's liability or obligations in respect of instructions provided to and/or processed by the Bank on the Merchant and the Sales Reps' behalf before the effective date of termination.

6. SERVICE AVAILABILITY / TELECOMMUNICATION FEES AND CHARGES

- 6.1. Although the CIMB QRPay service is intended to be available 7 days a week, 24 hours a day, the Merchant and their Sales Reps agree that there may be downtime where the Bank carries out maintenance over its systems and equipment or when unforeseen circumstances beyond the Bank's control interrupt the service. The Bank shall not be liable for the occurrence of any such downtime and/or interruption.
- 6.2 The Merchant acknowledges that the Merchant is responsible for all charges imposed by service providers in enabling the Merchant to access and/or connect to CIMB QRPay and/or the Application. The Merchant are also responsible for any fees and charges imposed by any telecommunication service provider.

7. TERMS OF ACCESS (FOR USE OF THE APPLICATION)

The Merchant's access and use of the Application and use of the service(s) as provided herein ("**Services**") are also subject to Clause 7 herein ("**Terms of Access**"). By downloading the Application and/or using the Services, the Merchant agrees to be bound by the Terms of Access. If at any time the Merchant does not accept any or all of the Terms of Access, including any amendments made thereto and any other additional operating policies which the Bank, at its sole discretion, may impose from time to time, the Merchant must immediately discontinue all access of the Application and/or use of the Services.

7.1 Conduct

- (a) The Merchant's use of the Application and use of the Services shall at all times be in accordance with all legislation, laws and regulations governing the same and the Merchant shall not, at any time whatsoever, attempt or assist any other person to transmit any materials, data, communication and/or information ("**Content**") through the Application or Services, which is abusive, defamatory, infringes another person's rights, constitutes a criminal offence or gives rise to civil liability, encourages racism, promotes hatred, contains pornography or paedophilia, contains any viruses or deleterious files and/or is otherwise objectionable to public morals and decency.
- (b) The Merchant agrees not to hack or attempt to gain unauthorised access into the Application and the Services, disrupt the security of its resources, provide information, which is inaccurate or false, and/or otherwise abuse and misuse the Application and the Services herein. The Merchant further agrees to use the Application and the Services solely for the Merchant, and the Merchant is not permitted to resell or charge others for use of the Application and the Services, duplicate any part of the Services, and reverse engineer, alter or modify any part of the Services. If at any time the Merchant discovers or suspects the occurrence of any of these activities, the Merchant shall notify the Bank immediately and in failing or delaying to do so, the Merchant may also be held liable for the same.
- (c) the Bank is not obliged to monitor or review the Merchant's access and use of the Application or use of the Services. However, the Bank may do so from time to time for the Bank's own purposes or where the Bank is compelled to do so under this Terms of Access. In doing so, the Bank reserves the right to edit or delete any Content which violates any of the provisions in this Terms of Access without notice and without any liability whatsoever to the Merchant for doing so.

7.2 Intellectual Property Rights

- (a) The Merchant hereby agrees that the Content including any graphic, text, script, music, sound, photograph, image, art, video and other multimedia work or any combination thereof which is

available on the Application and Services is at all times protected by copyright, trademarks, service marks, patents and any other applicable intellectual property or proprietary rights, all of which are at all times owned exclusively by the Bank or the relevant third party vendor, advertiser, affiliate or other third person, where applicable.

- (b) By downloading and accessing the Application and the Services, the Merchant agrees that the Content may not otherwise be reproduced, copied, transmitted, published, performed, broadcast, adapted, stored, distributed, disseminated, communicated, displayed, licensed, modified, edited, censored, altered, hyperlinked or used in whole or in part in any manner whatsoever without the Bank's prior express consent or that of the relevant third party vendor, advertiser, affiliate or other third person, where applicable, to the same. Further thereto, the Merchant shall not insert a hyperlink on the Application or the Services or "mirror" or frame the same or any portion thereof on any other Application(s) or servers.
- (c) All rights in the Application, the Services and the Content which are not expressly granted to the Merchant under this Terms of Access or otherwise, are at all times expressly reserved by the Bank or the relevant third party vendor, advertiser, affiliate or other third person, where applicable.

7.3 Charges

- (a) While the Merchant's access to the Application is currently provided free of any charges, the Merchant agrees and acknowledge that the Bank reserves the sole right and discretion to levy a charge for the same or any Services which may be provided herein or any portion thereof at any time in the future, subject always to the Bank giving the Merchant prior notice of the same.
- (b) Further thereto and notwithstanding the same, the Merchant also agrees and acknowledges that there may be certain Services provided herein, whether existing at present or made available in the future, which requires the Merchant to register with the Bank in order to access and use the same. In such instances, the Merchant agrees and acknowledges that the Bank reserves the sole right and discretion to levy a charge for the Merchant's registration and/or access to and use of the Services or any portion thereof. For these purposes, the Merchant shall be duly notified of the relevant charges, if any, upon registration and the Merchant's completion of the registration process, access to or use of the Services shall constitute the Merchant's agreement and binding acceptance of the same.

7.4 Privacy Clause (in relation to the use of the Application)

- (a) in the event the Merchant provides personal and financial information relating to third parties, including information relating to the Merchant's next-of-kin and dependents, for the purpose of setting up or operating the Application and the Services, the Merchant (a) confirms that the Merchant have obtained their consent or are otherwise entitled to provide this information to the Bank and for the Bank to use it in accordance with these Terms and Conditions (including the Terms of Access) and/or the Master Merchant Agreement; (b) agrees to ensure that the personal and financial information of the said third parties are accurate; (c) agrees to remove and terminate usage of such third party information should such consent be withdrawn by any of the said third parties; and (d) agrees to the Bank's right to terminate these Terms and Conditions and/or the Master Merchant Agreement should such consent be withdrawn by any of the said third parties.
- (b) the Bank may at any time and from time to time now and/or in the future share information about the Merchant and how the Merchant sets up and operates the Merchant's account(s)/facility(ies) with the relevant regulatory authorities.
- (c) even after the Merchant have provided the Bank with any information, the Merchant will have the option to withdraw the consent given earlier by suspending the Merchant's account and

terminating use of the Application. In such instances, the Bank will have the right to not provide or discontinue the provision of any product, service, account(s) and/or facility(ies) that is/are linked with such information.

- (d) the Bank reserves the right to amend this privacy clause from time to time at the Bank's sole discretion and may effect such amendment in any manner provided in the Master Merchant Agreement as well as by prior notification to the Merchant in writing by placing any such amendments in the Application and/or by placing notices at the banking halls or at prominent locations within the Bank's branches.

7.5 Hyperlinks To Third Parties

Throughout the Merchant's access of the Application and use of the Services, the Merchant will come across hyperlinks to third parties' web sites, which are not under the Bank's control, unless stated otherwise. These hyperlinks are provided for the Merchant's reference only and do not represent in any way whatsoever the Bank's endorsement or sanction of the same. Accordingly, the Bank shall not be responsible or liable for the Merchant's access and use of the same or any information or materials available therein. The Bank shall also not be responsible for any form of transmission or communication between the Merchant and the said third parties or the Merchant's participation or use of their information, materials, service(s) or promotions. For this purpose, the Merchant agrees to be solely responsible for the same or any portion thereof.

7.6 Disclaimer

- (a) All Content which is available on the Application and the Services are provided on an "as is" and "as available" basis and are strictly meant for the Merchant's reference and information only, and shall not, at any time whatsoever, be assumed or deemed to be intended for any business or commercial purposes or to constitute an offer or solicitation and/or the Bank's subsidiaries, affiliates and business partners. The Merchant is therefore advised to obtain independent professional advice at all times and verification of the said Content before making any decisions based on the same.
- (b) While the Bank shall use its best efforts to ensure that the Content herein or any portion thereof are, as far as possible, accurate, complete, current and true, the Merchant acknowledges and agrees that certain Content transmitted or made available through the web site may be provided by third parties, therefore, the Bank does not warrant the same and further, the Bank expressly disclaims all liability for any errors, omissions or inadequacies in the Content herein or any portion thereof. Further, the Bank does not give any kind of warranty, whether express, implied or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement or freedom from viruses. The Bank also does not warrant that the Application, the Services and the Content will meet the Merchant's requirements, be uninterrupted, timely or secure.
- (c) The Merchant is solely responsible for making its own assessment when downloading and using the Application, the Services and the Content and the Merchant agrees that the Merchant's access and use thereof shall be at all times at the Merchant's sole risk. The Bank does not warrant that the Application and the Services will function to meet the Merchant's requirements or will work on the Merchant's hardware with the Merchant's operating systems, or with any other software installed on the Mobile Device.
- (d) Notwithstanding the generality of these Terms and Conditions, the Bank shall not, at any time whatsoever, be liable to the Merchant or any other person for any damage or loss suffered (including all direct, indirect, special or consequential damages, economic loss, loss of profits or loss of opportunity) arising from any interruption or unavailability of the Application, the Services

and/or the Content and/or the Merchant's access to and use of the same for whatever reason other than a failure in the system where such failure is due to the Bank's direct actions, negligence or omission, or where the Bank have been duly informed of its possibility; or from any delay or error in any transmission or communication pertaining to the Merchant's download and use of the Application, the Services and the Content.

7.7 Miscellaneous

- (a) The Bank reserves the right and sole discretion to modify (including limit, replace or delete) the Application, the Services and the Content or any portion thereof as well as to terminate or restrict the Merchant's access and/or use of the same at any time. Pursuant thereto, where we believe that such modifications are substantial or materially affect the Merchant's access and use of the same, we shall notify the Merchant of such modifications by notice, among others, displayed on the Application at least seven (7) calendar days before the said modifications come into effect, except where circumstances beyond the Bank's control limit the Bank's ability and efforts to do so.
- (b) A printed version of the Terms of Access and of any notice, message or communication given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Access, to the same extent maintained in its printed form.

8. **TERMS AND CONDITIONS TO BE READ WITH MASTER MERCHANT AGREEMENT**

8.1 This Terms and Conditions (including the Terms of Access) shall be read as a single integrated document with the Master Merchant Agreement and in the event of any inconsistency between the terms and conditions contained of the Master Merchant Agreement, its Schedules, the Appendices and this Terms and Conditions, the terms and conditions contained herein shall prevail in so far as it relates to the use of CIMB QRPay and the Merchant's access and use of the Application and Services.

Agreed to and Accepted by the Merchant

SIGNED by

the authorised signatory of the **Merchant**

Dated _____