

DUITNOW COLLECTIONS SERVICES: ONLINE BANKING/WALLET MERCHANT SERVICE TERMS

Malaysia – J.P. Morgan Chase Bank Berhad

Subject to Customer's election and acceptance of the DuitNow Online Banking/Wallet Merchant Service offered by the Bank as applicable, these DuitNow Online Banking/Wallet Merchant Service Terms ("Service Terms") apply to and regulate the Customer's use of the DuitNow Online Banking/Wallet Merchant Service. The Bank's general terms and conditions governing the operation of the Account(s) and Services of the Customer as well as the country-specific addendum for the jurisdiction in which the Account(s) are held, as amended from time to time ("Account Terms"), are incorporated by reference into these Service Terms, including the indemnity and limitation of liability provisions. If and to the extent that there is a conflict between the Account Terms and the provisions of these Service Terms, the provisions of these Service Terms shall prevail. The DuitNow Online Banking/Wallet Merchant Service shall be treated as a "Service" under the Account Terms. Capitalized terms used but not defined herein shall have the meaning attributed to them in the Account Terms.

Definitions

For the purposes of these Service Terms, the following definitions shall apply:

"Business Day" means any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.

"Beneficiary of Fraud" means party who ultimately benefits from the unauthorised/fraudulent payment.

"Crediting Participant" means the Bank as defined under the Account Terms.

"Debiting Participant" means banks and e-money issuer participating in Real-time Retail Payments Platform (RPP) where the Payer maintains Payer Account(s).

"Developer Portal" means such portal hosted by DuitNow Online Banking/Wallets Owner and Operator which enables Merchants to download technical specifications for development and testing.

"DuitNow Brand" means brand, icon, logo, trademark and service mark for the DuitNow Online Banking/Wallets.

"DuitNow Brand Guidelines" means such guidelines applicable to branding requirements of the DuitNow Brand.

"DuitNow Online Banking/Wallets" means a real time online payment service which enables Payers (either individual or corporate) to make secure online payments using their Mobile/Internet Banking account to Merchants.

"DuitNow Online Banking/Wallets Owner and Operator" means Payments Network Malaysia Sdn. Bhd. (PayNet) (Company No.: 200801035403 [836743-D])

"Merchant" means the Customer as defined under the Account Terms.

"Overlay Service Procedures" means the set of rules which govern the operations of applicable overlay services.

"Participant" means bank or non-bank that has been granted approval by PayNet to access the RPP platform as primary or indirect participant to enable clearing and settlement of RPP transactions as well as exchange of non-value messages.

"Payer" means individuals, companies, body corporates, businesses (including sole proprietors and partnerships), government agencies, statutory bodies, societies and other Customers who transfers funds via DuitNow Online Banking/Wallets service.

"Payer Account" means, in respect of a Payer, an e-money account offered by issuers of e-money and all types of banking accounts offered by banks, except for fixed deposit accounts. This shall include, but is not limited to, all types of conventional and/or Islamic deposit accounts, current accounts, virtual internet accounts, Islamic investment accounts. Additionally means all line of credit accounts tied to payment cards where transaction is made.

"Recipient" means individual or government agencies, statutory bodies, companies, body corporates, businesses, (including sole proprietors and partnerships) societies, charities and other entities who receives funds via DuitNow Online Banking/Wallets service.

"RPP Host" means such central infrastructure for payment, collection and messaging services comprising the addressing, switching, clearing and settlement platform owned and operated by PayNet.

"Unrecoverable Loss" means funds transferred and credited to the wrong party due to erroneous/mistaken payments or unauthorised/fraudulent payments that cannot be retrieved after Participants have exhausted the recovery of funds process

PART 1

1 DuitNow Online Banking/Wallets Service

1.1 Crediting Participant is a participant of the DuitNow Online Banking/Wallets and the Customer is a registered Merchant under the DuitNow Online Banking/Wallets service.

1.2 In consideration of the fees paid to the Crediting Participant, the Crediting Participant agrees to facilitate the participation of the Merchant in the DuitNow Online Banking/Wallets service in accordance with these Service Terms.

- 1.3 The Merchant hereby agrees to observe all the Overlay Service Procedures for DuitNow Online Banking/Wallets issued by the DuitNow Online Banking/Wallets Owner and Operator which is applicable to the Merchant as reflected in these Service Terms including any future revisions which will be communicated by the Crediting Participant to the Merchant.

2 Payment Type

- 2.1 The Merchant shall accept payments that draw funds from Current Account Savings Account (CASA), e-money and/or Line of Credit Accounts.

3 Obligations of Merchant

- 3.1 The Merchant shall, at all times comply with the Consumer Protection Act 1999, as the Merchant is prohibited to use misleading and deceptive conduct, false misrepresentation and unfair claims in selling their products or services.
- 3.2 The Merchant shall not be involved or engaged in business activities that contravene the Laws of Malaysia.
- 3.3 The Merchant is prohibited from re-selling or acquiring any other sub-merchant(s) into the DuitNow Online Banking/Wallets service or acting as merchant aggregators for other merchant(s), without the prior written consent of the DuitNow Online Banking/Wallets Owner and Operator and Crediting Participant.
- 3.4 The Merchant must ensure that it has and maintains adequate procedures and systems for receiving and processing prompt payment confirmation received from RPP Host and promptly and correctly updates the payment status as well as to ensure that its obligations are fulfilled to the Payer's satisfaction.
- 3.5 The Merchant shall ensure that display of Participating Banks at the Merchant's web portal and/or mobile application must be in accordance with the DuitNow Online Banking/Wallets integration guideline.
- 3.6 The Merchant shall take all possible measures to ensure that Payer's Internet and/or Mobile security credentials used in the course of a transaction at the Merchant's website and/or mobile application are always safeguarded and is never exposed to any other party except the relevant Debiting Participants:
- i. The Merchant shall not intercept, capture or store Payers' Internet and/or Mobile Banking security credentials;
 - ii. The Merchant shall not facilitate or allow the interception, capturing or storage of Payers' Internet and/or Mobile Banking security credentials; and
 - iii. The Merchant shall not through its action or omission, risk the exposure of the Payers' Internet and/or Mobile Banking security credentials to any party.
- 3.7 The Merchant shall ensure the confidentiality, integrity and security of Payers' information entered at the Merchant's website and/or mobile application.
- 3.8 The Merchant must not make any warranties or representations in respect of goods or services supplied which may bind the Crediting Participant, DuitNow Online Banking/Wallets Owner and Operator, Debiting Participant or any other Participants in the DuitNow Online Banking/Wallets service.
- 3.9 The Merchant must establish and maintain a fair policy for resolving Payers' disputes and/or claims.
- 3.10 Merchant shall ensure its usage of DuitNow Online Banking/Wallets Owner and Operator Developer Portal which includes its conduct in accessing the Application Programming Interfaces ("APIs"), a sandbox environment, tools, content and intellectual property rights is consistent and in accordance with the Terms of Use for the DuitNow Online Banking/Wallets Owner and Operator Developer Portal.
- 3.11 The Merchant who has been granted a non-transferable license to use the DuitNow Brand shall not license or assign the said right to use to any other third party. The Merchant shall comply with the DuitNow Brand Guidelines at all times.
- 3.12 For the purpose of **Clause 3.11**, the Merchant will be liable for any claims, damages and expenses arising out of or caused to arise from misuse or unauthorised usage of the DuitNow Brand. In the event of such breach, the Merchant sub- licensed rights of using the DuitNow Brand shall be revoked and ceased immediately, whereupon these Service Terms shall be terminated accordingly. Upon termination, **Clause 10.4** shall apply accordingly.

- 3.13 The Merchant shall consent and allow the Crediting Participant to disclose its information to the DuitNow Online Banking/Wallets Owner and Operator, as may be reasonably required for the purpose of and in connection with providing the DuitNow Online Banking/Wallets service.
- 3.14 The Merchant shall notify the Crediting Participant immediately if it becomes aware of any non-compliance or potential noncompliance of to these Service Terms or the Overlay Service Procedures for DuitNow Online Banking/Wallets which is applicable to the Merchant as reflected in these Service Terms.
- 3.15 The Merchant shall ensure each transaction that is sent to DuitNow Online Banking/Wallets for processing has a unique payment reference number.
- 3.16 The Merchant shall ensure that their customers are aware that payments can be made via DuitNow Online Banking/Wallets.
- 3.17 Merchants shall raise awareness and promote the use of DuitNow Online Banking/Wallets through the Merchant's websites, mobile application, and other means of communications.
- 3.18 **Clause 3.12** herein shall survive termination of these Service Terms. Termination does not affect either **Clause 3.7**, **Clause 3.9** and party's rights accrued and obligations before termination.

4 Obligations of Crediting Participant

- 4.1 Upon receiving successful debit confirmation, Crediting Participant shall immediately credit and make funds available to the Merchant's Account, or in manner as agreed upon by the Crediting Participant and Merchant.
- 4.2 Crediting Participant must make payment in full to the Merchant and shall not deduct any fees from the payment proceeds due to a Merchant, except for situations where the Merchant has specifically agreed in writing that DuitNow Online Banking/Wallets fees shall be deducted from payment amount.
- 4.3 Crediting Participant shall refund transaction fees to the Merchant if fees are incurred due to Payer's disputes that are not caused by the Merchant. However, if the Merchant opts to partially refund overpayments to Payers, the Merchant shall bear the transaction fees for executing the refund.
- 4.4 Crediting Participant shall implement reasonable measures to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected.

5 Goods and/or Services Delivery

- 5.1 Upon receiving final payment confirmation from RPP Host, the Merchant shall immediately update the Payer's payment and proceed to arrange for the delivery of goods or services purchased by the Payer. Merchant is responsible to ensure that the goods or services purchased are rendered to the Payer within the duration as stated in the Merchant's website and/or mobile application.

6 Fraud and Security

- 6.1 Merchants shall implement all prudent safeguards and controls necessary to prevent, detect and mitigate fraud, as well as to protect their customers, services and transactions from fraud.
- 6.2 Merchants shall also comply with all applicable laws of Malaysia in relation to fraud.
- 6.3 In the interest of safeguarding the integrity of the DuitNow Online Banking/Wallets service, Merchants grant the DuitNow Online Banking/Wallets Owner and Operator and/or the Crediting Participant the absolute authority to direct Merchants to take any measure that the DuitNow Online Banking/Wallets Owner and Operator and/or the Crediting Participant deems necessary to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected. Merchants receiving such a directive shall promptly comply with the directive.

7 Payer's Disputes/Claim

- 7.1 The Merchant shall assist the Crediting Participant with investigation related to Payer's disputes and requests for refunds in accordance with the following process and timelines:

7.2 If a valid request to recover funds was received by the Merchant within sixty (60) days of the Payer's payments, the Merchant shall address the Payer's disputes/claims to the Payer's satisfaction.

7.2.1 Payers may submit requests for refunds to their Merchants for the following reasons after the payments have been made:

- i. Goods or services purchased were not provided or rendered due to the Merchant's non-performance or insolvency;
- ii. Goods purchased were damaged or defective;
- iii. Goods purchased not as described or as advertised by the Merchants;
- iv. Goods purchased were not genuine, counterfeit or fake; or
- v. Payer's bank accounts were erroneously debited multiple times for a single purchase or charged an incorrect amount by Merchants.

7.2.2 Upon receiving a request for refund, the Merchant shall respond to all requests for refunds within seven (7) Business Days of receipt. The Merchant shall ensure that the refund claims are addressed within the seven (7) Business Days timeframe.

7.3 The Merchant may provide concrete evidence to contest the refund claim. Evidence may include proof of delivery, certification from suppliers on the authenticity of goods, or other documentation to demonstrate the Merchant's performance of its obligations. If the Merchant is unable to furnish evidence within the timeframe specified in **Clause 7.2.2** or the evidence does not conclusively¹ refute the Payer's refund claim, the Merchant is required to refund the purchase proceeds to the Payer within three (3) Business Days.

¹Evidence furnished by a Merchant to refute a refund claim is deemed to be sufficient if both the Debiting Participant and the Counterparty are fully satisfied that the Merchant has adequately demonstrated that the Merchant has performed its obligations.

7.4 If the Merchant is not able to adequately refute a refund claim in accordance with **Clause 7.3**, the Crediting Participant shall have the right to debit any of the Merchant's Account(s) maintained with the Crediting Participant for the recovery of the disputed sum either entirely or partially.

8 Dispute Resolution

8.1 Merchants shall have the right to refer their disputes to the DuitNow Online Banking/Wallets Owner and Operator if there is an allegation of the Crediting Participant's non-compliance to the obligations set out in these Service Terms and the Overlay Service Procedures. The DuitNow Online Banking/Wallets Owner and Operator will review such complaints and allegations, but such review will be confined to:

- 8.1.1 Determination whether there has been non-compliance by the Crediting Participant;
- 8.1.2 Stipulating remedies for the Crediting Participant to correct or address the non-compliance; and
- 8.1.3 Determination if penalties are applicable for the Crediting Participant's non-compliance

8.2 All decisions rendered by DuitNow Online Banking/Wallets Owner and Operator in response to complaints from Merchants shall be binding on the Crediting Participant.

8.3 Referring allegations of non-compliance to DuitNow Online Banking/Wallets Owner and Operator does not preclude the right of Merchants to take the dispute to the respective industry arbitration or mediation bodies.

9 Indemnity

9.1 Subject to the Crediting Participant and Merchant's (hereinafter referred to as "party" or "party's") compliance with Clause 9.3, and without prejudice to the Global Account Terms, 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 party may become liable in relation to the Services covered herein in these Service Terms as a result of:

- 9.1.1 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 these Service Terms;
- 9.1.2 Any claim by a Payer, Crediting Participant, Debiting Participant, DuitNow Online Banking/Wallets Owner and Operator or any other person for any breach by the Indemnifying Party of any applicable laws;
- 9.1.3 The failure of the Indemnifying Party to observe any of its obligations under these Service Terms; or
- 9.1.4 Any use of the DuitNow Brand by the Indemnifying Party other than as permitted by these Service Terms.
- 9.1.5 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 9.1.1 to 9.1.4**.

10 Suspension and Termination

Suspension

- 10.1 Without prejudice to the Account Terms, the DuitNow Online Banking/Wallets Owner and Operator or the Crediting Participant, as the case maybe, reserves the right to suspend the participation of the Merchant in the DuitNow Online Banking/Wallets service covered herein in these Service Terms by giving notice in writing specifying the suspension date and any conditions applicable to the suspension, under the following circumstances:
 - 10.1.1 DuitNow Online Banking/Wallets Owner and Operator or the Crediting Participant has determined that the Merchant breached these Service Terms or any applicable rules, guidelines, regulations, circular or laws;
 - 10.1.2 The Merchant fails to remedy the breach described in **Clause 10.1.1** to the Crediting Participant's satisfaction;
 - 10.1.3 DuitNow Online Banking/Wallets Owner and Operator or the Crediting Participant has determined that the Merchant has inadequate operational controls or insufficient risk management processes, resulting in potential threats or risks to the stability, integrity, safety, security and efficiency of the DuitNow Online Banking/Wallets service;
 - 10.1.4 Court order(s) affecting the Merchant's membership in the DuitNow Online Banking/Wallets service and/or legal status of the Merchant;
 - 10.1.5 Directive(s) issued by regulatory or government authority affecting the Merchant's membership in the DuitNow Online Banking/Wallets services and/or its legal status;
 - 10.1.6 An application is made to the court either voluntarily or involuntarily for an order that the Merchant be wound up;
 - 10.1.7 The Merchant is deemed unable to pay its debt and should be wound up under statutory laws;
 - 10.1.8 The Merchant is suspected on reasonable grounds that it is facilitating, involved in, has committed or will commit fraudulent act(s) in connection with the DuitNow Online Banking/Wallets service;
 - 10.1.9 The Crediting Participant has received complaints from other Merchant(s), other Crediting Participant(s), Debiting Participant or Payer that the Merchant is engaging in fraudulent activity in connection with the DuitNow Online Banking/Wallets service; or
 - 10.1.10 The Merchant has been suspended from the DuitNow Online Banking/Wallets service by other Crediting Participant(s) due to breach of provisions of these Service Terms or any applicable rules, guidelines, regulations, circular or law.
- 10.2 Upon suspension of the Merchant in the DuitNow Online Banking/Wallets services:
 - 10.2.1 The services provided will be suspended immediately;

- 10.2.2 The Merchant must take all reasonable steps to assist the Crediting Participant to notify each Payer affected by the action that the Merchant is no longer participating in the DuitNow Online Banking/Wallets service, in the form directed by the Crediting Participant;
- 10.2.3 The Merchant must cease all promotional and advertising that is related or can be perceived to be related to DuitNow Online Banking/Wallets service;
- 10.2.4 The Merchant must remove all DuitNow Brand from the Merchant's marketing collaterals, channels and website; and
- 10.2.5 The Merchant must take all reasonable steps to comply with any directions of the Crediting Participant to minimise the impact on Payer of the suspension.

Termination

- 10.3 Without prejudice to the Account Terms, DuitNow Online Banking/Wallets Owner and Operator or the Crediting Participant, as the case maybe, reserves the right to terminate the respective services provided under these Service Terms or the DuitNow Online Banking/Wallets service under the following circumstances, which includes, but not limited to:
- 10.3.1 These Service Terms between the Merchant and the Crediting Participant is terminated or expired;
- 10.3.2 The Crediting Participant or the DuitNow Online Banking/Wallets Owner and Operator has determined that the Merchant has breached these Service Terms or any applicable rules, guidelines, regulations, circulars or laws;
- 10.3.3 The Merchant fails to remedy or take adequate steps to remedy its default under these Service Terms to the satisfaction of the Crediting Participant or the DuitNow Online Banking/Wallets Owner and Operator, as the case maybe, within a time period as specified in the notice of the default given by the Crediting Participant;
- 10.3.4 The DuitNow Online Banking/Wallets Owner and Operator or the Crediting Participant has determined that the Merchant has inadequate operational controls or insufficient risk management process, resulting in potential threats or risks to the stability, integrity, safety, security and efficiency of the DuitNow Online Banking/Wallets service;
- 10.3.5 Court order(s) affecting the Merchant or the Crediting Participant(s) membership and/or legal status;
- 10.3.6 Directive(s) issued by regulatory or government authority affecting the Merchant or the Crediting Participant(s) membership and/or legal status;
- 10.3.7 An application is made to the court either voluntarily or involuntarily for an order that the Merchant be wound up;
- 10.3.8 The Merchant is deemed unable to pay its debt and should be wound up under statutory laws;
- 10.3.9 The Crediting Participant's membership in the DuitNow Online Banking/Wallets service or RENTAS is terminated or suspended and the Merchant has not appointed a replacement; or
- 10.3.10 The DuitNow Online Banking/Wallets Owner and Operator has determined the Merchant is inactive or the Merchant is deemed inactive when there are no transactions for a period of twelve (12) consecutive months.
- 10.4 Upon termination of these Service Terms, the Merchant must undertake the following:
- a) Immediately advise its customers that they will no longer accept payment via DuitNow Online Banking/Wallets from the effective date of termination of Merchant's access to DuitNow Online Banking/Wallets service;
 - b) Shall ensure that inflight transactions post-termination are completed i.e. goods are delivered to the Payer's satisfaction;
 - c) Cease all promotional and advertising that is related, or can be perceived to be related to the DuitNow Online Banking/Wallets service; and
 - d) Remove all DuitNow Brand and marks from the Merchant's payment channels and websites.
- 10.5 Upon termination of these Service Terms, the participation of the Merchant in DuitNow Online Banking/Wallets service is automatically terminated.

- 10.6 Termination of the Merchant in the DuitNow Online Banking/Wallets service shall not extinguish any outstanding right or liability arising under these Service Terms or the terms in the Overlay Service Procedures for DuitNow Online Banking/Wallets which is applicable to the Merchant as reflected in these Service Terms.

11 Advertisement And Use of Logo

- 11.1 The DuitNow Online Banking/Wallets Owner and Operator owns all rights, titles and interest in the DuitNow Brand and the DuitNow Online Banking/Wallets Owner and Operator and/or the Crediting Participant may specify and may at any time amend the requirements relating to the use and/or display of the DuitNow Brand.
- 11.2 The Merchant shall comply with the requirements, process and/or guidelines prescribed by the DuitNow Online Banking/Wallets Owner and Operator in using the DuitNow Brand.
- 11.3 The Merchant must use the appropriate denotation or legend of trademark registration or ownership in connection with DuitNow Brand, as required or consented to by the DuitNow Online Banking/Wallets Owner and Operator and/or the Crediting Participant.
- 11.4 The Merchant shall only use the DuitNow Brand for the sole purpose of publicising, indicating and advertising that the Merchant accepts payments through the DuitNow Online Banking/Wallets service.
- 11.5 The DuitNow Online Banking/Wallets Owner and Operator and/or the Crediting Participant have the right to direct the Merchant to make changes to their use of the DuitNow Brand to rectify any non-compliance or potential non-compliance.
- 11.6 The DuitNow Online Banking/Wallets Owner and Operator, may at any time, in its absolute discretion, direct a Merchant to cease using the DuitNow Brand where such use is in breach of these Service Terms or the terms in the Overlay Service Procedures for DuitNow Online Banking/Wallets which is applicable to the Merchant as stipulated in these Service Terms.
- 11.7 The Merchant must not use the DuitNow Online Brand in such a way to create an impression that the goods or services offered by the Merchant are sponsored, produced, offered or sold by the owner of the DuitNow Brand. The Merchant must not adopt "DuitNow Online Banking/Wallets" or any other DuitNow Brand as any part of the name of its business or apply it to any goods or services offered for sale.
- 11.8 In the event of termination of Merchant's access in DuitNow Online Banking/Wallets service, the Merchant's sub-licensed use of the DuitNow Brand shall be automatically revoked on the day that the cessation of the Merchant's access takes effect.
- 11.9 The Merchant must immediately on becoming aware of any infringement or potential infringement of the DuitNow Brand, notify the Crediting Participant.

PART 2

12 Disclaimer

- 12.1 The DuitNow Online Banking/Wallets Owner and Operator and Crediting Participant shall not be liable for any claims, actions, demands, costs, expenses, losses, and damages (actual and consequential) including legal costs that are incurred or suffered by the Merchant arising out of or caused by the Crediting Participant in connection with the DuitNow Online Banking/Wallets Merchant Service. The Merchant agrees that it will communicate and resolve any dispute in relation to the aforesaid matters with the Crediting Participant.

13 Confidentiality

- 13.1 The Merchant shall treat any information it receives or possess as result of these Service Terms, as confidential and will not use such information other than for the purposes which it was given.
- 13.2 The Merchant shall ensure that their employees, representatives and suppliers comply with the confidentiality requirements at all times.
- 13.3 The Merchant's obligations as to confidentiality shall survive the expiration or termination of their access in the DuitNow Online Banking/Wallets service or these Service Terms.

13.4 **Clause 13.1** shall not apply to information which:

- a) Is or has at the time of use or disclosure become public knowledge without any breach of these Service Terms by the parties;
- b) Is or has at the time of use or disclosure become generally known to companies engaged in the same or similar business as the party on a non-confidential basis through no wrongful act of the party;
- c) Is lawfully obtained by a party from third parties without any obligation by the party to maintain the information proprietary or confidential;
- d) Is known by a party prior to disclosure hereunder without any obligation to keep it confidential and such information was not disclosed by the other party under these Service Terms;
- e) Is independently developed by a party without reference to or use of the other party's confidential information; or
- f) Is required to disclose or divulge by any court, tribunal, governmental or authority with competent jurisdiction or by any statute, regulation or other legal requirement, take-over panel or other public or quasi-public body as required by law and where a party is required by law to make such disclosure. Such party shall give notification as soon as practical prior to such disclosure being made.

14 **Personal Data Protection**

14.1 The Merchant consents to the provision and use of information supplied to the DuitNow Online Banking/Wallets Owner and Operator and/or the Crediting Participant in connection with the DuitNow Online Banking/Wallets service. The Merchant further agrees to notify the DuitNow Online Banking/Wallets Owner and Operator and/or the Crediting Participant in writing of any update to any such information as soon as it is aware that the information supplied in connection with the DuitNow Online Banking/Wallets service has become out-dated.

14.2 The Merchant agrees to comply with the Personal Data Protection Act 2010 of which it is bound and shall not do any act that will cause the Crediting Participant, Debiting Participant and DuitNow Online Banking/Wallets Owner and Operator to breach any personal data protection laws.

15 **Variation And Waiver**

15.1 The Crediting Participant may change the terms of these Service Terms at any time in writing and such change shall take effect from the date specified in the notice.

15.2 Notwithstanding the Account Terms, any provisions herein cannot be waived except in writing signed by the party granting the waiver.