

REFERRAL TERMS AND CONDITIONS

20190703

This Referral Terms and Conditions (“Referral Terms”) constitute a legal agreement between you, as our partner, and us. Please read and understand the following Referral Terms which govern the Program (hereinafter defined).

If at any point you do not accept any or all of the Referral Terms in its entirety, you must immediately discontinue by terminating the Agreement in accordance with this Referral Terms.

1. DESCRIPTION OF PROGRAM

- 1.1 The Program allows you to promote our Service to merchants and potential merchants. Subject to the compliance of the term and conditions of the Agreement, we will pay you Commission (hereinafter defined).
- 1.2 This Program, the provision of the Service and/or availability of the Platform is subject to the Appropriate Authority and Law, and nothing contained in the Referral Terms are in derogation of our rights and obligations to comply with such Appropriate Authority and Law.

2. DEFINITIONS AND INTERPRETATIONS

- 2.1 Definitions.
Unless the context otherwise requires, the following words and expressions shall have the following meaning: -

“Affiliate”	means any person or entity controlling, controlled by, or under common control of a company. "Control" means the ownership of the equity shares carrying fifty percent (50%) or more of the votes exercisable at a general meeting (or its equivalent) of a company.
“Agreement/ Referral Agreement”	collectively means this Referral Terms, Referrer Onboarding Form, and all applicable forms, schedules, and/or annexes.
“Appropriate Authority”	means (i) the federal government of Malaysia, (ii) any state government, or local government, (iii) any agency, authority or instrumentality of any of the foregoing, including any court, tribunal, department, bureau, commission or board, or (iv) the relevant authority in a foreign country, if applicable.
“Claim”	means any demand, claim, action, proceeding or investigation.
“Confidential Information”	means: - (a) any information, whether in written or any other form, which has been disclosed by the Disclosing Party to the Receiving Party in confidence; and (b) any information, whether in written or any other form, which has been disclosed by the Disclosing

<p>“Commission”</p>	<p>Party to the Receiving Party and which by its nature ought to be regarded as confidential which may or may not have been disclosed to the other party under the Agreement, pursuant to the Agreement or otherwise in connection with the Agreement; or that becomes available to the Receiving Party during the term of the Agreement (regardless of whether it is marked in writing as “confidential”), such information to include Personal Data, Referrer Onboarding Form, Referrer Commission Schedule, Referrer Commission Change Notice, information in kiplePay Portal, trade secrets, and business sensitive information.</p>
<p>“Credit Rating”</p>	<p>means the commission rate as set out in the Referrer Commission Schedule, as amended or updated from time to time.</p>
<p>“Credit Reporting Agency”</p>	<p>means information about your credit worthiness, credit standing, credit history or credit capacity.</p>
<p>“Deduction”</p>	<p>means a person who carries on a credit reporting business and is registered under the Credit Reporting Agencies Act 2010.</p>
<p>“Disclosing Party”</p>	<p>means our charges & fees, merchant discount rate cost, tax, chargeback, refund, fines or fees pass on to us by third party payment provider, and any other charges or amount due to us under our agreement with the Referred Merchant.</p>
<p>“Kiple” or “Company” or “we” or “us” or “ours”</p>	<p>means the party disclosing Confidential Information.</p>
<p>“kiplePay Portal”</p>	<p>means Kiplepay Sdn Bhd (formerly known as Weboline Dot Com Sdn Bhd) (510377-P).</p>
<p>“kiple Website”</p>	<p>means an administration and reporting tools made available to you via online as part of the Program.</p>
<p>“Law”</p>	<p>means the website owned and/or managed by us (as amended from time to time) currently accessible at www.kiplepay.com, excluding any external website to which the website points by way of hyperlink or otherwise.</p>
<p>“Losses</p>	<p>any law (whether domestic or international), statute, code, rule, guidelines, notices, ordinance, regulation, directive, order, judgment, writ, injunction or decree, and includes any changes in the application or interpretation thereof.</p>
<p>“Losses</p>	<p>means any and all costs, judgments, fees, fines, damages, disbursements, penalties, liabilities, assessments, awards, direct losses, including, out of pocket costs or expenses (including interest, penalty, investigation, legal fees on a solicitor and client basis, accounting or other professional fees, and other costs or expenses reasonably incurred in the investigation, collection, prosecution and defence of any action and amounts paid in settlement) incurred in connection therewith.</p>

“Personal Data”	shall have the same meaning as in the Personal Data Protection Act 2010.
“Platform”	collectively means kiple Website, kiple mobile application, kiple Portal, our social media, and/or any platforms (whether known now or in the future) made available by us from time to time.
“Program”	means a program we developed for our partners to promote our Service to merchants and potential merchants.
“Promotion”	means a special promotion made by us in connection with the Program during the promotional period.
“Receiving Party”	means the party receiving Confidential Information.
“Referrer” or “you” or “yours”	means an entity in the form of any structures which may include but not limited to sole proprietor, partnership, or body corporate, incorporated under the laws of Malaysia, who participate in the Program.
“Referrer Bank Account”	means bank account nominated by you and approved by us which we may debit or credit with payments in respect of Commission.
“Referrer Change Form”	means the form provided by us for you to change and amend your details, and any other information.
“Referrer Dispute Process Schedule”	means the process for resolving any discrepancy or disputes in relation to the Commission made available on kiple Website, as amended or updated from time to time.
“Referrer Commission Change Notice”	means the notice in such form and format provided by us informing you of the changes relating to the Referrer Commission Schedule.
“Referrer Commission Schedule”	means the schedule forming part of the Referrer Onboarding Form setting out the Commission, as amended or updated from time to time.
Referrer Settlement Process Schedule”	means the process of settlement/payment of Commission made available on kiple Website, as amended or updated from time to time.
“Referred Merchant”	means any merchant, vendor, retailer, operator, or any other person, firm and/or corporation, in the business of selling goods and/or services, and who acquired the Service through you.
“Service”	means digital wallet payment services, payment gateway service, and any other product and/or services made available, or removed by us from time to time.

<p>“Transaction” or “Transact” or “Transacted”</p>	<p>means any transaction made between Referred Merchant and customer.</p>
<p>“Transaction Report”</p>	<p>means Transaction history between Referred Merchant and customer, Commission payable after Deduction, and/or any other information, made available in kiplePay Portal.</p>

- 2.2 Interpretations.
 Unless there is something in the subject or context, the following words are given the following interpretations: -
- (a) the singular includes the plural and vice versa and references to any gender includes a reference to all other genders;
 - (b) a reference to any law includes references to such laws and regulations as they may be amended from time to time, supplemented or re-enacted;
 - (c) this Agreement shall be construed as a reference to it or them as varied, supplemented or novated from time to time;
 - (d) titles and headings of the Agreement is merely inserted for convenience for reference only and cannot have any effect on the interpretation or construction of the Agreement; and
 - (e) just because we are responsible for the preparation of the Agreement, or any part of it, the rule of construction shall not apply to our disadvantage.

3. YOUR APPLICATION AND CREDIT RATING

- 3.1 The Program is only open to any business duly organised in, operating in, and a resident of, Malaysia.
- 3.2 We have the absolute discretion to determine your eligibility and shall have the right to reject your application without liability, even if we do not provide you with reason. Our decision is conclusive and binding on you and you have no right to question our decision.
- 3.3 This clause is applicable only if you are a sole proprietor or a partnership. When you provide us with your Personal Data, we will collect and process it in accordance with our Privacy Policy. To learn about how we collect and protect your Personal Data, please refer to our Privacy Policy. Any non-personal information or material sent to us by you will generally NOT be treated as confidential.
- 3.4 You agree that as part of the application process to satisfy Know Your Customer (KYC) requirements, we can check your Credit Rating through a Credit Reporting Agency. We can conduct further credit checks on you while you remain as a referrer. You understand that a credit inquiry could adversely affect your Credit Rating. Subject to any legal requirements under the Personal Data Protection Act 2010 to disclose Personal Data to you, we do not have to disclose our credit criteria or the reasons for our decision to you (regardless whether or not it relates to declining your application, providing a restricted Service to you, or otherwise). If you are not satisfied with the information provided by the Credit Reporting Agency, you will need to contact them directly. You are aware and agree that we may report your payment record to any Credit-Reporting Agency at any time.

4. COMMENCEMENT, TERM AND PRIORITIZATION

- 4.1 When does the Agreement starts?

We will treat that you are agreeing to be bound by the Agreement when any of the following events occur, whichever is earlier, and it shall continue to apply until terminated in accordance with the Referral Terms: -

- (a) once we execute the Referrer Onboarding Form; or
- (b) when you first refer a Referred Merchant to us.

4.2 Term

This is a non-fixed length agreement, as such, this Agreement will remain effective from Clause 4.1 on a month to month basis until the Agreement is terminated in accordance with the Agreement.

5. YOUR OBLIGATIONS

5.1 Right to solicit.

Subject to the terms and conditions of the Agreement, you have the right to market, promote and solicit applications from Referred Merchants to subscribe to our Service. You shall not authorize or appoint any other agents, representatives and/or other referrers to solicit sales for us without our prior written consent. You may do follow-up enquiries with the Referred Merchant to confirm their interest and application status, and to gather feedback about their experience with us on the Service as supplied.

5.2 Referred Merchant.

The Referred Merchant has to be a new customer who has never used any of our Service. You will not receive any Commission under the Program in the event the Referred Merchant is already registered in our database at the date of the referral, or if we have already received the details of the Referred Merchant from independent sources but has not yet entered them on our database.

5.3 Provision of Service

We have no obligation to accept and provide any form of Service to the Referred Merchants. We have the absolute discretion to accept or reject an application, or any part thereof on the basis of its standard of conducting business, amongst other things, that certain process or procedures are not complied with.

5.4 Relationship of the Parties

You and us are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between you and us. Neither you nor us have the power to bind the other or incur obligations on the other's behalf without the other party's prior written consent, except as otherwise expressly provided herein.

5.5 Conduct of Business

In marketing and promoting the Service to the Referred Merchant, you shall: -

- (a) not disparage us, the Service and/or our Platform;
- (b) in all matters to act loyally and faithfully towards us;
- (c) not use any and all of our trademarks, trade names, service marks, logos or corporate names nor any of its affiliates ("Marks") without our express prior written consent. Such Marks are and shall remain the exclusive property of ours and you have no rights therein. If you are unable or unwilling to comply with the provisions of this paragraph, you shall cease all use of the Marks. We reserve the right to review any and all of your use of the Marks to determine if such use is in compliance with this paragraph;

- (d) conduct business in a manner that reflects favourably at all times on us, our Service, and the good name, goodwill and reputation of ours;
- (e) avoid deceptive, misleading, or unethical practices that are or might be detrimental to us and/or our business;
- (f) make no representations with respect to the Service that is inconsistent with our practices including but not limited to warranties and disclaimers.

5.6 No Spam. By taking part in the Program, you agree to comply with all the Law. spam, unsolicited commercial email, or any form of illegal means of communication is illegal, prohibited, and will be grounds for termination of your participation in this Program. Fraudulent or unethical means of communication such as using bots, fictitious identities, fake emails, or scripts is also prohibited and will result in similar actions by us with respect to terminating your participation in the Program.

5.7 Taxes and Fees
If you receive a Commission under the Program, you are responsible for all taxes and fees resulting from it.

5.8 Information
You are responsible for providing the full and accurate information requested by us in connection with the Program. Such information includes, but is not limited to, contact details about the Referred Merchant.

5.9 Personal Data of Referred Merchant
The Referred Merchant must be notified and have consented to their details, personal data and information being passed to us for this Program before the date of the referral by you.

6. NO WARRANTY

6.1 The Program and Commission are provided "as is where is". We make no warranties and representations, and expressly disclaims all warranties and representations, express or implied, including any implied warranties of fitness for a particular purpose, merchantability or otherwise with respect to this Agreement.

7. PROMOTION

7.1 We may offer you a Promotion from time to time. The terms of each Promotion will either be set out separately in any of our Platform. If you participate the Promotion, the terms of the Promotion will prevail to the extent that the terms of the Promotion are inconsistent with the terms of this Referral Terms, otherwise, the terms and conditions of this Referral Terms shall continue to apply. After the Promotion expires, the Promotion will end and the full terms and conditions of the Referral Terms will apply again.

8. THE COMMISSION

8.1 Currency
We will remit you the Commission to the Referrer Bank Account in Malaysian Ringgit (or such other currency as we may agree from time to time) by wire transfer or other method determined by us.

- 8.2 **Right to receive Commission**
The rights to receive the first Commission and our obligation to pay such Commission to you shall only arise when: -
- (a) your details are referred to as the 'Referrer' in the Merchant Onboarding Form;
 - (b) Referred Merchant has entered into a legally binding agreement with us; and
 - (c) the Referred Merchant has made its first transaction with a customer through the use of our Service.
- 8.3 **Payment of Commission**
Upon fulfilment of the pre-conditions set forth above, you will receive a Commission at the rate specified in the Referrer Commission Schedule. You understand and agree that the Commission payable by us to you is subject to the merchant agreement between us and the said Referred Merchant. Any changes to, modifications to, amendments to, and/or termination of the merchant agreement would have an adverse effect on the Commission received by you. If there is no Transaction at all, you will not be receiving any Commission.
- 8.4 **Transaction Report**
The Transaction Report will be made available to you online on kiplePay Portal. You shall generate an invoice based on the Transaction Report on the 7th of each month and must include relevant information required by us. Upon receipt of a valid and original invoice, we will remit the Commission to you in accordance with the Referrer Settlement Process Schedule. The Transaction Report shall be deemed final and conclusive for the purposes of payment of any amount due under this Agreement, unless there is a manifest error.
- 8.5 **Invoice**
You acknowledge and agree that your failure to comply with the provisions of this Clause 8.4 may have inadvertent result of payments being made at a period beyond the Referrer Settlement Process Schedule and as such you acknowledge and agree that we shall not be held liable under any terms and conditions of this Agreement for late payment of invoices.
- 8.6 **Dispute on Transaction Report**
If you discover any discrepancy in, or have any dispute relating to the Transaction Report, you must give us a notice within thirty (30) days from the date of the Transaction Report specifying (a) the entry/amount in dispute, (b) the reasons why such entry and/or amount is disputed, and any written records or documentary evidence supporting the dispute. You irrevocably agree that in the event you fail to give us any notice in writing disputing the Transaction Report within thirty (30) days from the date of Transaction Report, then you are deemed to have accepted the Transaction Report and Commission payable as correct and accurate and shall be binding and conclusive evidence against you of the correctness and accuracy of the Transaction Report and Commission payable.
- 8.7 **Deduction**
In the event the value of Deduction exceeds the value of Commission payable, we shall be entitled to deduct from, set-off and/or hold back, any Commission payable against such shortfall. If we are unable to fully recover the shortfall, such shortfall shall become due immediately without notice.
- 8.8 **Referrer Bank Account**
- (a) You shall, at all times during the term of this Agreement, maintain a Referrer Bank Account acceptable to us for the purpose of enabling us to credit payments to you, and to debit any sums payable by you to us, by direct debit or otherwise as required by us. If you require more than one such account, you must obtain our prior written consent.
 - (b) If you intend to change the Referrer Bank Account, you must give us at least thirty (30) days' prior written notice, accompanied by relevant documentations we required. We shall have no liability to you whatsoever for any loss caused by any delay in the payment of settlement funds to you due to and/or during such change in the Referrer Bank Account.

- 8.9 **Change of Commission**
The rates and basis of the Commission and Commission payable by us to you are, amongst other things, based on our charges and fees to the Referred Merchant, and is therefore, subject to the merchant agreement between us and the said Referred Merchant. We may change the rates or basis of our Commission at any time. We will notify you of the change of Commission by issuing a Referrer Commission Change Notice in accordance with Clause 17.1 (Notices).

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 We do not grant **you** any right to any of **our** trademarks (“Kiple Marks”) and we are the worldwide owner of the Kiple Marks (whether registered or unregistered) and retain all right, title and interest in and to Kiple Marks. If any goodwill in the Kiple Marks accrue to you, you irrevocably assign and will assign to us any right, title and interest that you obtain in any of Kiple Marks. You agree not to: -
- (a) copy or use Kiple Marks in any way not authorized by us in writing;
 - (b) challenge or assist others to challenge the validity or ownership of Kiple Marks or attempt to register similar trademarks, service marks, logo or trade names confusingly similar to Kiple Marks; and/or
 - (c) represent that we endorse, sponsor or is connected to you unless approved in writing by us.

10. REPRESENTATIONS AND WARRANTIES

- 10.1 Each party represents and warrants to the other party that: -
- (a) **Power and Authority.** The Agreement constitutes valid and legally binding obligations of each party and each party has the full power and authority to execute the Referrer Onboarding Form, any other documents, applicable schedules or annexes, and has taken all requisite approvals in connection with the execution and performance under this Agreement.
 - (b) **Compliance with Law.** It has and shall maintain all licenses permits consents, approvals and other statutory requirements (including those required by foreign or international laws) applicable to the carrying on of each party’s business and complied with all conditions requirements involved in the carrying of such business, and each party is not aware of any breach thereof or any intended or contemplated refusal or revocation of any such license permit consent approval and/or other statutory requirement.
- 10.2 You further represent and warrant to us that: -
- (a) the performance of the obligations and duties of the Agreement will not violate any agreement to which you are a party or by which it is otherwise bound; and
 - (b) all information required by and furnished by you to us in connection with or for the purpose of the Program are correct and accurate in every material aspect and are not false, misleading, deceptive, and/or unlawful and nothing herein shall imply any obligation on our part to verify the accuracy and authenticity of such information.
- 10.3 You covenant and undertake to us as follow: -
- (a) not to use or permit the use of the Program for any fraudulent, unlawful, illegal, or improper purpose in breach of the Law,

- (b) not to use or permit to use of the Program to violate our rights, and/or third party rights;
- (c) not to infringe our intellectual property or third party's intellectual property; and
- (d) not to refer to us any merchants and/or potential merchants who operates an illegal business, engage in fraudulent, deceptive or manipulative act or practice.

11. CONFIDENTIAL INFORMATION

- 11.1 Receiving Party acknowledges that it will have access to certain Confidential Information of the Disclosing Party. Receiving Party agrees that it shall not use in any way, for its own account or the account of third party, except as expressly permitted by the Agreement, nor disclose to any third party (except as required by Law or Receiving Party's solicitors, accountant and other advisors as reasonably necessary), any of the Disclosing Party's Confidential Information and will take reasonable precautions to protect and safeguard the confidentiality of such information from disclosure to others, using the same degree of care used to protect its own Confidential Information.
- 11.2 Exception. Information will not be deemed Confidential Information hereunder if such information: -
- (a) is already in the public domain or becomes so through no fault of the Receiving Party;
 - (b) is independently developed by Receiving Party or any of its employees, agents or representatives who had no access to the Confidential Information provided by the Disclosing Party;
 - (c) is or was lawfully received by Receiving Party from a third party, other than one who obtained the information either directly or indirectly as a result of a breach of any duty of confidence owed to the Disclosing Party; or
 - (d) is disclosed pursuant to Law provided that the Receiving Party promptly notifies the Disclosing Party of such requirement and reasonable opportunity is allowed by the Receiving Party to the Disclosing Party to file for or obtain a protective order or otherwise proceed to protect, under any applicable Law, the interest of the Disclosing Party.
- 11.3 Remedies. Notwithstanding anything to the contrary in the Agreement, in the event any intentional breach of this Clause, the non-breaching party will be entitled to any remedies available at law and/or in equity.
- 11.4 This Clause shall survive the termination or expiration of the term of the Agreement.

12. INDEMNITIES AND EXCLUSION OF LIABILITIES

- 12.1 We shall not be liable for any Claims and/or Losses, arising directly or indirectly, from any of our act, omission and/or negligence, our personnel, contractors, subcontractor and/or our agents.
- 12.2 We shall not be liable to you for Claims and/or Losses arising out of or from the following: -
- (a) any loss or damage which may arise as a result of any failure by you to protect your password or account;
 - (b) any inability to access your account, or any part thereof;
 - (c) the deletion of, corruption of, or failure to store, any Transaction, and other communication data maintained or transmitted by or through kiplePay Portal;

- (d) compliance with Law, Appropriate Authority, or non-compliance which may affect the Program, or any part thereof;
 - (e) any unauthorized access to your account, data, network or system, howsoever arising, even if such unauthorized access is caused by any act, omission and/or negligence on our part and/or that of our directors, officers, shareholders, employees, contractors, representative and/or Affiliate;
 - (f) any claim for libel, slander, infringement of third party intellectual property;
 - (g) a hardware, software or internet connection is not functioning properly;
 - (h) loss of data; and/or
 - (i) any delay or failure to carry out any obligations under the Agreement if and to the extent that such failure is due to circumstances beyond our control.
- 12.3 You undertake to indemnify us, our directors, officers, shareholders, employees, contractors, representatives, and/or Affiliate and keeps us, our directors, officers, shareholders, employees, contractors, representatives, and/or Affiliate at all times fully indemnified from and against all Claims and Losses, however arising, as a result of: -
- (a) any breach of or non-performance of your undertakings, representations and warranties or obligations under the Agreement;
 - (b) your failure to obtain consent from the Referred Merchant before any personal data or information about the Referred Merchant is passed to us;
 - (c) infringement of our intellectual property or third party intellectual property;
 - (d) misconduct, fraud, dishonesty and/or negligence on your part in respect of your participation in the Program;
 - (e) breach of Confidential Information; and/or
 - (f) breach of the Law.
- 12.4 Notwithstanding anything to the contrary, in the event we, our directors, officers, shareholders, employees, contractors, representatives, and/or Affiliate are found liable, whether wholly or partially, by the Appropriate Authority or in a court with competent jurisdiction, you agree that we, our directors, officers, shareholders, employees, contractors, representatives and/or Affiliate total aggregate liability to you shall not exceed Ringgit Malaysia Ten Thousand (RM10, 000.00) only. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
- 12.5 Neither party shall be liable to the other party for any loss of revenue, contracts, customers, goodwill or anticipated savings or profits, wasted expenditure, or any indirect consequential, incidental, special, punitive or exemplary losses and/or damages whatsoever suffered incurred and/or sustained by either party due to the breach of the Agreement, any expiration or termination of the Agreement (even if such loss arises directly, naturally or in the usual course of things from any breach, action or inaction in question), whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise, even if it has been advised of the possibility of such damages.
- 12.6 Either party (“Indemnifying Party”) will have the obligation and right to defend any claim, action, suit or proceeding brought against the other party (“Indemnified Party”) in so far as it is based on a claim that its goods, product, services and/or material infringes third party intellectual property right (“IPR Claim”). The Indemnifying Party shall indemnify Indemnified Party, against any final judgement entered in respect of such IPR Claim by a tribunal, and/or a court of competent jurisdiction and against any settlement arising out of such IPR Claim. In the event of such IPR Claim: -
- (a) Indemnified Party will notify the Indemnifying Party as soon as reasonably practicable of the IPR Claim;
 - (b) Indemnified Party will give Indemnifying Party authority for the conduct of the defence and settlement of the IPR Claim and any subsequent appeal, provided always that, Indemnified

Party is allowed to engage its own solicitors to act on its behalf at the cost of the Indemnifying Party (on a solicitor and client basis); and

- (c) Indemnified Party will provide all information and assistance reasonably requested by Indemnifying Party in connection with the conduct of the defence and settlement of the IPR Claim and any subsequent appeal.

13. OUR RIGHTS TO MAKE CHANGES

- 13.1 We can change any terms and conditions of this Referral Terms, and any other terms and conditions which are made available on kiple Website, at any time with notice. When changes are made, it will be effective immediately upon posting on kiple Website. You understand and agree that if you continue to participate in this Program after the date on which such terms have changed, we shall treat you have accepted those changes.
- 13.2 Any term or condition in your communication or other documentation supplied by you which is different from, in addition to, or inconsistent with any term or condition specified herein is hereby objected to and rejected, and unless hereafter specifically accepted in writing by a duly authorized our representative with power to bind us, such terms and conditions will not be binding on or effective against us.
- 13.3 We are also constantly evolving in order to provide the best possible experience and information to you, our merchants and/or customers. As such, you acknowledge and agree that the form and nature of our Program may change from time to time. As part of this continuing process, we may stop the Program (permanently or temporarily). We will provide you with advance notice. We shall not be liable for such change or discontinuance.

14. DATA PROTECTION

- 14.1 **Your Personal Data**
If you are a sole proprietor or an individual forming part of a partnership, we will collect and process your Personal Data in accordance with our Privacy Policy. As such, please refer to our Privacy Policy.
- 14.2 **Personal Data of Customer**
Both parties acknowledge their respective duties under the PDPA, and hereby undertake to comply with their obligations and duties under the PDPA and shall give all reasonable assistance to each other where appropriate or necessary to comply with any obligations arising under the PDPA which may be applicable to the Agreement.

15. SUSPENSION AND TERMINATION

- 15.1 We reserve the right to suspend the Program, and/or any Commission payment to you, at any time, without liability: -
 - (a) if you breach the terms and conditions of the Agreement;
 - (b) to protect our legitimate interest;
 - (c) if there is any sum due and payable to us by you;
 - (d) there is reasonable suspicion of fraudulent, and/or any illegal activity;

- (e) if you fail to cooperate with any investigation and/or enquiry conducted and/or carried by the Appropriate Authority, in respect of any suspected violation or violation of any Law;
 - (f) if we receive an order, instruction, notice and/or directive from any Appropriate Authority to do so; and/or
 - (g) any other reasons as we deem fit.
- 15.2 The suspension exercised above shall not prevent us from exercising our rights to terminate the Agreement with you with respect of the same breach.
- 15.3 We have the right to forthwith terminate the Agreement if: -
- (a) you breach any terms or conditions of this Agreement and fail to rectify and remedy such breach within fourteen (14) days from the date of receipt of a written notice requiring you to do so;
 - (b) we cease to continue with the Program (by giving you notice);
 - (c) you commit an act of bankruptcy or suffer the presentation of a petition for liquidation or winding-up as the case may be;
 - (d) you make any arrangement for the benefit of or enter into any arrangement or composition agreement with its creditors; you permit or suffer any execution proceedings levied on any of its properties, premises, goods, fixtures, fittings, equipment, chattels and effects; or
 - (e) any other reasons we deem fit on the basis of our standard of conducting business.
- 15.4 This Agreement will automatically terminate and cease to have any effect if all the Referred Merchants terminate the agreement with us;
- 15.5 You may terminate this Agreement at any time by giving us thirty (30) days written notice in advance.
- 15.6 You understand and agree that once the Agreement is terminated, you will cease to receive any Commission.
- 15.7 Upon termination, neither party shall have any claims against the other in respect of such termination save for any antecedent breach.

16. DISPUTE RESOLUTION

- 16.1 In the event of any dispute between the parties hereto arising from or relating to the Agreement then, upon written request by either party, each of the party will appoint a designated representative to use its best effort to resolve such dispute. The designated representative shall be executives with sufficient authority to engage in good faith and capable of binding the party he represents.
- 16.2 In the event that such dispute or claim cannot be resolved by the designated representative within thirty (30) days from the referral of such dispute to the designated representative, the same shall be resolved in the manner specified in Clause 17.8.

17. GENERAL PROVISIONS

- 17.1 Notice.

If you wish to lodge a complaint, dispute relating to the Program, or serve us a demand letter, legal process, or other communication relating to that (collectively known as “Formal Notice”), you should address a copy of the Formal Notice to our legal department. The Formal Notice can be delivered by hand, courier and/or prepaid registered post to the following address: -

Head of Legal
Kiplepay Sdn Bhd (formerly known as Webonlilne Dot Com Sdn Bhd)
The Ascent, Paradigm
B-23A-3, No 1 Jalan SS7/26A
47301 Petaling Jaya, Malaysia

We can serve a Formal Notice or other communication to you by electronic email, delivered by hand, courier and/or prepaid ordinary post or registered post (not being AR Registered), facsimile to the address you provided to us. We can also serve you a Formal Notice, or other communication to your last known address in our record.

Formal Notice or other communication shall be deemed effective: -

- (a) If by electronic email or hand deliver, on the day of delivery;
- (b) If by prepaid registered post, three (3) days after it was duly posted;
- (c) If by courier, 1 day after dispatch; or
- (d) If by facsimile, on the day of transmission provided that the transmission report from the sender’s facsimile machine confirms that transmission is in full and without error.

You agree that in the event that any action is begun in the courts in Malaysia, the legal process and other documents may be served by posting the documents to you by registered post (not being AR Registered Post) at the address you provided to us or to your last known address in our records and such service shall on the fifth (5) day after posting, be deemed to be good and sufficient services of such legal process or documents.

17.2 No Partnership.

You and we are independent contractors and the participation of the Program will not establish any relationship of partnership, joint venture, employment, franchise or agency between you and us. You do not have the power to bind us or incur obligations on our behalf without our prior written consent, except we expressly said so.

17.3 When do we waive a right under the Referral Terms?

If you breach the terms and conditions of the Agreement and we do not exercise a right that we have because of your breach, we do not necessarily waive our entitlement to exercise that right because of your breach at any later time. Any waiver given must be given by us in writing signed by our then Chief Executive Officer.

17.4 When can you and we transfer, assign or novate the Referral Terms?

You are not allowed to transfer, assign or novate your agreement with us (or any part thereof) to any third -party unless we give you written consent to do so. We may, however, transfer, assign or novate the Program, and/or the Agreement (or any part thereof) to our Affiliate or any third party by giving you written notice. The Agreement shall inure to the benefit of your permitted assigns and successors and our permitted assigns and successors.

17.5 Severability.

In the event any provision of the Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired.

- 17.6 **Limitation Period**
You agree that any cause of action arising out of or related to the Program must commence within twelve (12) months after the cause of action arose; otherwise, such cause of action is permanently barred.
- 17.7 **Language.**
If the Agreement is translated into any other languages and there is a conflict between this English version and any foreign language version of the Agreement, the English version shall prevail.
- 17.8 **Governing Law**
The Agreement is governed by the laws of Malaysia without regard to principles of conflicts of law. You and we submit to the exclusive jurisdiction of the courts of Malaysia, and you waive any objections on the ground of venue or forum non-conveniens or any similar grounds.
- 17.9 **Entire Agreement**
The Agreement sets out the entire agreement between you and us and supersedes any prior arrangements or agreements that we may have with each other, whether it is oral or in writing.
- 17.10 **Transmission of Original Signatures and Executing Multiple Counterparts**
If there is any document requiring your signature, such original signature transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., pdf or similar format) is true and valid signature for all purposes hereunder and shall bind the two of us to the same extent as that of an original signature.
- If you are required to place your signature electronically on any digital device or equipment, such signature is true and valid signature for all purposes hereunder and shall bind the two of us to the same extent as that of an original signature. The same principle will apply if this electronic signature is then printed out.

Should you have any questions concerning the Referral Terms, please contact our Customer Service Support.

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