

---

# **FINEXUS CARDS SDN BHD**

## **MERCHANT GUIDE**

---

---

### **Copyright and Confidentiality Statement**

The copyright of this document, which may contain proprietary information, is the property of FINEXUS Cards Sdn Bhd. The document shall not be disclosed, copied, transmitted or stored in an electronic retrieval system, or published in any form, either wholly or in part without prior written consent. The document shall be held in safe custody and treated in confidence

FINEXUS Legal version 6 August 2020

## **TABLE OF CONTENTS**

1.	<b>INTRODUCTION</b>
2.	<b>HOW TO CONTACT FINEXUS</b>
3.	<b>DEFINITION</b>
4.	<b>CARD ISSUANCE / LICENSE JURISDICITON</b>
5.	<b>MERCHANT'S OBLIGATIONS</b>
6.	<b>ACCEPTANCE OF CARD/WALLET PAYMENT</b>
7.	<b>REFUSAL OF ACCEPTANCE</b>
8.	<b>POS TERMINAL</b>
9.	<b>ACCEPTANCE BY MERCHANT VIA INTERNET</b>
10.	<b>DIGITAL CERTIFICATE</b>
11.	<b>WEBSITE REQUIREMENTS</b>
12.	<b>WEBSITE DISCLOSURE</b>
13.	<b>FLOOR LIMIT</b>
14.	<b>COMPLETION OF TRANSACTIONS</b>
15.	<b>AUTHENTICATION OF TRANSACTIONS</b>
16.	<b>REFUND OR RETURN OF GOODS</b>
17.	<b>RECURRING PAYMENT</b>
18.	<b>MAIL/TELEPHONE ORDER</b>
19.	<b>EASY PAYMENT PLAN</b>
20.	<b>DIRECT MAILING PROMOTION</b>
21.	<b>TRANSACTION RECORDS</b>
22.	<b>COMPLAINT BY ACCOUNT HOLDER</b>
23.	<b>SECURITY REQUIREMENTS</b>
24.	<b>ADDITIONAL SECURITY REQUIREMENTS</b>
25.	<b>ADC EVENTS</b>
26.	<b>FORENSIC REPORT</b>
27.	<b>MARKETING AND PROMOTIONAL MATERIALS</b>
28.	<b>USE OF LOGO / MARKS</b>
29.	<b>DISPLAY OF ACCEPTANCE MARKS</b>
30.	<b>TRAINING AND EDUCATION</b>
31.	<b>PAYMENT ACCOUNT REFERENCE (PAR) DATA</b>
32.	<b>CONDUCT OF MERCHANT'S EMPLOYEES &amp; AGENTS</b>
33.	<b>COOPERATION BY THE MERCHANT</b>

---

### **Copyright and Confidentiality Statement**

The copyright of this document, which may contain proprietary information, is the property of FINEXUS Cards Sdn Bhd. The document shall not be disclosed, copied, transmitted or stored in an electronic retrieval system, or published in any form, either wholly or in part without prior written consent. The document shall be held in safe custody and treated in confidence

FINEXUS Legal version 6 August 2020

## 1. INTRODUCTION

- 1.1. This Merchant Guide provides the procedure applicable for processing Payment Transactions ("Transactions") using the Services.
- 1.2. This Merchant Guide forms part of the Merchant Agreement ("Agreement") between FINEXUS and the Merchant. It is an addition to and does not alter or reduce any obligations that are set out in the Agreement. If there is a conflict between the Merchant Guide and the Agreement, the provisions of the Agreement will prevail.
- 1.3. FINEXUS may amend this Merchant Guide from time to time without any prior notice to be given. The Merchant is strongly encouraged to periodically review the Merchant Guide on the relevant web portal specified by FINEXUS to ensure that the Merchant complies with the latest, up-to-date Merchant Guide.
- 1.4. The terms defined in the Merchant General Terms and Conditions shall have the same meaning when using and interpreting this Merchant Guide.

## 2. HOW TO CONTACT FINEXUS

- For general sales and services enquiries, please call +603-4051 9921; or
- For authorisation and merchant services, please call +603-4051 9922
- Postal Address

### **FINEXUS Cards Sdn Bhd**

FINEXUS Campus #1,

Jalan Pangkor,

Titiwangsa Sentral,

53000 Kuala Lumpur.

- For **change of business details**, please fill up the service request form, which can be downloaded from FINEXUS' website [www.finexuscards.com](http://www.finexuscards.com).

## 3. DEFINITION

The terms or phrases define in the Merchant's General Terms and Conditions shall have the same meaning when such terms are used herein unless otherwise defined.

In this Merchant Guide, the following terms or phrases shall have the corresponding meanings unless otherwise defined:-

---

### Copyright and Confidentiality Statement

The copyright of this document, which may contain proprietary information, is the property of FINEXUS Cards Sdn Bhd. The document shall not be disclosed, copied, transmitted or stored in an electronic retrieval system, or published in any form, either wholly or in part without prior written consent. The document shall be held in safe custody and treated in confidence

FINEXUS Legal version 6 August 2020

TERM/PHRASE	MEANING
<b>“ADC”</b>	means Account Data Compromise event as prescribed in PCI DSS, which include but is not limited to, the full contents of a Card's magnetic stripe data;
<b>“Card Security Code”</b>	means the 3-digit or 4-digit numerical code being a unique check value generated using a secure cryptographic process that is displayed on the signature panel of the Card;
<b>“Certification Authority”</b>	Means the authority or entity authorised by Payment Brands or FINEXUS, as the case may be, to issue digital certificates;
<b>“Digital Certificate”</b>	Means a digital certificate issued by the Certification Authority to the Account Holder for the purpose of authenticating the Account Holder and the Merchant in Electronic Commerce Transactions;
<b>“Easy Payment Plan”</b>	means any Transaction Charges which can be paid by the Account Holder by way of interest free instalments as designated by FINEXUS from time to time;
<b>“Fast Moving Consumer Goods” or “FMCG”</b>	means products that usually have a short shelf life;
<b>“Floor Limit”</b>	means the amount of a Transaction or series of Transaction by one Account Holder in one day at any outlet that the Merchant operates in excess of which, the Merchant must seek specific authorisation from FINEXUS prior to completing the relevant Transaction;
<b>“Goods and/or Services” “Goods and Services” “Goods or Services”</b>	means merchandise sold and/or services provided by the Merchant to the Account Holders;
<b>“High Risk Business”</b>	means Goods offered from the following categories including but not limited to:-  (a) events such as a one (1) time seminar, conference, or exposition, or online ticketing service; or

**Copyright and Confidentiality Statement**

The copyright of this document, which may contain proprietary information, is the property of FINEXUS Cards Sdn Bhd. The document shall not be disclosed, copied, transmitted or stored in an electronic retrieval system, or published in any form, either wholly or in part without prior written consent. The document shall be held in safe custody and treated in confidence

FINEXUS Legal version 6 August 2020

	<p>(b) FMCG products such a pharmaceutical, consumer electronics, packaged food products and drinks; or</p> <p>(c) any business that possess high probability of causing financial loses to lost of reputation to the acquirer.</p>
<b>“Instalment Plan”</b>	means the minimum and maximum number of instalments to be offered under the Easy Payment Plan;
<b>“NFC”</b>	means near field communication;
<b>“PAN”</b>	means primary account number, which is a unique card number assigned to the Card and embossed on the front of the Card
<b>“PFI”</b>	means PCI Forensic Investigator, which is an approved forensic investigator by the Payment Brands to perform an independent forensic investigation for an ADC event or potential ADC event;
<b>“PIN Pad”</b>	means a device that enables the Account Holder to enter a PIN at a POS Terminal;
<b>“QR Code”</b>	means quick response code, a form of 2D bar code containing the Merchant information. This code allows the Account Holder to complete the Transaction by scanning the QR code using a smartphone or tablet;
<b>“Recurring Payment”</b>	means an Account Holder’s periodic Transaction charges incurred at the Merchant which are billed directly to the Account Holder’s Card or Wallet as authorised in the Standing Instruction;
<b>“Standing Instruction”</b>	means an instruction given by the Account Holder that authorises the direct billing of the Account Holder’s periodic Transaction charges incurred at the Merchant;
<b>“Standing Instruction Form”</b>	means a form used by Account Holder for Standing Instruction;
<b>“Transaction Credit”</b>	means the amount credited into the Account Holder’s Card account as a refund for any

**Copyright and Confidentiality Statement**

The copyright of this document, which may contain proprietary information, is the property of FINEXUS Cards Sdn Bhd. The document shall not be disclosed, copied, transmitted or stored in an electronic retrieval system, or published in any form, either wholly or in part without prior written consent. The document shall be held in safe custody and treated in confidence

FINEXUS Legal version 6 August 2020

	Transaction charges pursuant to a Refund Form completed by such Account Holder and accepted by FINEXUS.
--	---

#### **4. CARD ISSUANCE / LICENSE JURISDICTION**

- 4.1. Any Cards issued by FINEXUS shall only allowed to be issue from Malaysia only.

#### **5. MERCHANT'S OBLIGATIONS**

- 5.1. The Merchant shall:

- (a) not submit to FINEXUS any Transaction that:-
  - (i) the Merchant knows or should have known to be fraudulent, counterfeit, suspicious, wrongful or not authorised by the Account Holder;
  - (ii) the Merchant knows or should have known to be authorised by an Account Holder colluding with the Merchant for a fraudulent, counterfeit, suspicious or wrongful purpose; or
  - (iii) represents the refinancing or transfer of an existing Account Holder obligation that is deemed to be uncollectible
- (b) not offer any Goods and/or Services at a price lower than that which the Merchant intends to sell such Goods and/or Services, or from using promotional tactics which are not commercially reasonable or acceptable;
- (c) sell Goods and/or Services where the Merchant has legal or legitimate rights to sell and market such Goods;
- (d) ensure that the Account Holder understands who is responsible for the Transactions, including delivery of the Goods and/or Services, and for customer service and dispute resolution, all in accordance with the terms applicable to the Transaction;
- (e) has sufficient safeguards in place to:
  - (i) protect Account Holder and Transactions information permitted by the regulatory guidelines to be captured from authorised disclosure or use;
  - (ii) comply with all applicable Laws; and
  - (iii) ensure each Transaction submitted by the Merchant reflects a genuine transaction between the Merchant and the Account Holder;

---

#### **Copyright and Confidentiality Statement**

The copyright of this document, which may contain proprietary information, is the property of FINEXUS Cards Sdn Bhd. The document shall not be disclosed, copied, transmitted or stored in an electronic retrieval system, or published in any form, either wholly or in part without prior written consent. The document shall be held in safe custody and treated in confidence

FINEXUS Legal version 6 August 2020

- (f) be financially liable for all Transactions and liable for all acts, omissions, Account Holder disputes, and other Account Holder service-related issued caused by the merchant;
- (g) be responsible and financially liable for each Transaction entered into interchange or for any disputed Transaction, fraud, chargeback or credit;
- (h) not transfer or attempt to transfer any of the Merchant financial liability by way of asking or requiring Account Holders to waive their rights to make a claim;
- (i) ensure that any Transactions or any activities that is illegal or is deemed by the Payment Brands in its sole discretion, to damage or have the potential to damage the goodwill of the Payment Brands or reflect negatively on the Marks shall not be submitted to interchange;
- (j) provide FINEXUS and Payment Brands with the necessary information, documents and records of the Transaction or Account Holder and assistance required or requested by anyone of them to maintain compliance with the Standards and Laws immediately upon request by FINEXUS and the Payment Brands at any reasonable time;
- (k) at all times, comply with the requirements prescribed in the Standards in relation to all other matters not specifically provided in the Agreement, including but not limited to:-
  - (i) the data protection programme;
  - (ii) the fraud control rules and maintaining a total chargeback-to-interchange sales volume ration below the thresholds set by the Payment Brands;
- (l) be responsible for staying apprised of all applicable changes to the Standards and this Merchant Guide and maintaining compliance with the Standards and this Merchant Guide. Standards may be available on websites of respective Payment Brands.
- (m) Undertake that none of the Goods and/or Services shall relate to timeshare, membership, telemarketing, unlicensed investment scheme, unlicensed multi-level marketing scheme as stipulated in the Standards;
- (n) In addition to the above provisions, the Merchant must perform the following, if the Goods and/or Services provided by the Merchant is categorised as High-Risk Business:-
  - (i) ensure that the Transactions are not fraudulent, counterfeit, suspicious or wrongful;
  - (ii) if the Transaction is fraudulent, counterfeit, suspicious or wrongful, the Merchant will be liable for any loss suffered by FINEXUS or the Payment

---

**Copyright and Confidentiality Statement**

The copyright of this document, which may contain proprietary information, is the property of FINEXUS Cards Sdn Bhd. The document shall not be disclosed, copied, transmitted or stored in an electronic retrieval system, or published in any form, either wholly or in part without prior written consent. The document shall be held in safe custody and treated in confidence

FINEXUS Legal version 6 August 2020

Brands arising from such fraudulent, counterfeit, suspicious or wrongful Transaction; and

- (iii) if the Merchant suspects any Transactions to be a fraudulent, counterfeit, suspicious or wrongful transaction or if such the Transaction charges for such Transaction involve a material transaction value (which amount shall be informed by FINEXUS to the Merchant from time to time), the Merchant must perform card verification with the Account Holder and to submit the relevant verification document to FINEXUS within three (3) Business Days after the date of the Transaction, failing which, the Merchant shall reverse the Transaction; and
- (iv) resolve directly with the Account Holder any claims or complaints made by the Account Holder in respect of any purchase of the Goods and/or Services.

## **6. ACCEPTANCE OF CARD / WALLET PAYMENT**

- 6.1. In the event a Card is not declared invalid by FINEXUS or Payment Brands or not invalid pursuant to the Agreement, the Merchant shall accept all Cards presented to it for purchase of Goods and/or Services under such business or at such premise(s) or outlet(s) of the Merchant.
- 6.2. Any Goods and/or Services purchased by Account Holder shall be charged for by the Merchant at a price not greater than the price at which the Merchant offers to supply similar Goods and/or Services to other customers.
- 6.3. All Card/Wallet transactions and Sales Slips/Terminal Receipt shall be drawn in the currency, Ringgit Malaysia only.
- 6.4. The Merchant **MUST NOT**:-
  - (a) discriminate any Account Holder seeking to make purchase when a Card/Wallet is properly presented for payment;
  - (b) engage in any acceptance practice that discriminates against or discourage the use of Card/Wallet in favour of any other Payment Brands;
  - (c) in any way indicate or suggest a greater preference for any method of accepting payment for the Goods and/or Services other than a Card/Wallet payment;
  - (d) impose a condition on Card acceptance as a requirement that the Account Holder waive a right to dispute to a transaction; and
  - (e) solicit or promote any such method more actively than a Card/Wallet payment.
- 6.5. In addition and without derogating from Clause 6.1 to 6.4, the Merchant **MUST ALSO NOT**:-
  - (a) accept Card/Wallet from Account Holder for any payment of debt whatsoever incurred from a loan or refinancing for an existing debt raised by the Account Holder;

---

### **Copyright and Confidentiality Statement**

The copyright of this document, which may contain proprietary information, is the property of FINEXUS Cards Sdn Bhd. The document shall not be disclosed, copied, transmitted or stored in an electronic retrieval system, or published in any form, either wholly or in part without prior written consent. The document shall be held in safe custody and treated in confidence

FINEXUS Legal version 6 August 2020



- (b) accept Card/Wallet as payment for purchase of Goods and/or Services which are not sold or provided by the Merchant and subsequently submit the Sales Slip/Terminal Receipt to FINEXUS for payment/settlement;
- (c) accept transaction that does not result from an act between the Account Holder and the Merchant ("transaction laundering")
- (d) allow any transaction if the Account Holder fails to present the Card/Wallet to the Merchant;
- (e) allow the Account Holder to transact for any cash payment, cash disbursement or cash refund under any circumstances resulting from the use of the Card/Wallet;
- (f) collect separately from an Account Holder any tax required to be collected and the Merchant shall include such value in the Sales Slip/Terminal Receipt;
- (g) establish a minimum or maximum transaction amount as a condition for honouring a Card or Wallet payment;
- (h) in case of Card transaction, request for payment or any advance or additional payment either in cash or by cheque;
- (i) receive any payment from an Account Holder with respect to charges for Goods and/or Service included in Sales Slip/Terminal Receipt which was previously disputed and charged back by the same Account Holder;
- (j) request a Card Verification Value (CVVs) from the Account Holder for a card-present environment transaction;
- (k) request or use account number of the Account Holder for any purpose other than as payment for the Merchant's Goods and/or Services provided;
- (l) require an Account Holder to complete a postcard or similar device that includes any of the information (i.e. Account Holder's account number, card expiration date, signature or any other account data/information) in plain view when mailed;
- (m) require Account Holder to pay additional surcharges or taxes to transactions unless applicable law expressly required or done so in accordance with applicable law, regulations and/or Payment Brands rules specific to that country /region;
- (n) require a minimum transaction amount below which the Merchant shall refuse to accept a valid Card/Wallet payment;
- (o) sell, purchase, provide, exchange in any whatsoever manner disclose any account or transaction data, including without limitation to the account information, personal information of or about an Account Holder to anyone or a third party other than FINEXUS, Payment Brands or in response to a valid government demand;

---

**Copyright and Confidentiality Statement**

The copyright of this document, which may contain proprietary information, is the property of FINEXUS Cards Sdn Bhd. The document shall not be disclosed, copied, transmitted or stored in an electronic retrieval system, or published in any form, either wholly or in part without prior written consent. The document shall be held in safe custody and treated in confidence

FINEXUS Legal version 6 August 2020

- (p) submit a previously disputed and subsequently returned transaction to the Merchant ("previously disputed charges");
  - (q) submit any transaction into the payment system that is illegal or the Merchant knows or should have known or ought to have known to be illegal ("illegal transaction");
  - (r) submit transaction into the payment system at which the Merchant knows or should have known or ought to have known to be either fraudulent or not authorised by the Account Holder ("fraudulent or unauthorised transaction");
  - (s) submit to the Acquirer (FINEXUS) and the Interchange System with any transaction that is illegal which may damage the goodwill or reflect negatively on the Payment Brands or FINEXUS;
  - (t) store Card Verification Value 2 (CVV2) information subsequent to authorisation;
- 6.6. Whenever the Merchant receives Card acceptance relating to a Transaction (in a Card-Present environment) which the Merchant has reason to believe or suspect:-
- (a) a Card which is stolen;
  - (b) a card otherwise belonging to a person other than the person purporting to be the cardholder;
  - (c) the circumstances surrounding the Card Transaction are in any way suspicious or irregular;
- The Merchant shall:-
- (a) immediately inform the cardholder or purported cardholder;
  - (b) not to process the Transactions;
  - (c) immediately inform FINEXUS by telephone; and
  - (d) comply with the instructions given by FINEXUS.
- 6.7. Should the Merchant be unable to determine the validity of a Card presented, the Merchant shall forthwith request from FINEXUS for such verification of the validity of the Card and obtain from FINEXUS by telephone or through other alternative means acceptable to FINEXUS from the source or sources nominated by FINEXUS to handle such verification.
- 6.8. If FINEXUS or the source nominated by FINEXUS to handle such verification cannot be reached, the Merchant shall attempt to retain the custody of such Card by reasonable and peaceful means in relation to the Merchant carrying out its obligations. Unless the Card is received with a positive verification of FINEXUS, such a Card shall not be honoured by the Merchant.
- 6.9. Where such card has been verified by FINEXUS to be valid, the Merchant shall record on the Sales Slip/Terminal Receipt for FINEXUS' authorisation code and such other particulars as are deemed relevant by FINEXUS to evidence such authorisation.

---

**Copyright and Confidentiality Statement**

The copyright of this document, which may contain proprietary information, is the property of FINEXUS Cards Sdn Bhd. The document shall not be disclosed, copied, transmitted or stored in an electronic retrieval system, or published in any form, either wholly or in part without prior written consent. The document shall be held in safe custody and treated in confidence

FINEXUS Legal version 6 August 2020

**7. REFUSAL OF ACCEPTANCE**

7.1. Should any of the following apply, the Card shall be deemed invalid and the Merchant shall refuse acceptance of it:-

- (a) The date of the proposed transaction is after the expiry date embossed on the Card or encoded in Track 2;
- (b) The validity date, if any, embossed on the Card is post-dated;
- (c) The Card does not carry the signature of the cardholder (if applicable);
- (d) Any particular or information (if any) relating to the Cardholder has been omitted from the Card;
- (e) FINEXUS or its agent has declared the Card invalid on account of any reason whatsoever;
- (f) The Card has been altered, defaced, re-printed, re-embossed on the fact of it in any manner;
- (g) There are other irregularities on the fact of the Card;
- (h) The Card is stolen or forged;
- (i) The features of the Card do not contain particulars or comply with security features which may be introduced or implemented by FINEXUS, the Payment Brands or Issuing Bank from time to time;
- (j) Where the Card has a signature, does not resemble the signature signed on the Sales Slip/Terminal Receipt or identification is uncertain or the Merchant believes to be a discrepancy in the signature;
- (k) Where the Card has a photograph of the Cardholder, the person presenting the Card does not appear to be the same person as shown on the Card;
- (l) Where the verification or identity of the person presenting the Card/Wallet is required, the identification document could not be produced or verified;
- (m) Where the Card number appearing on the POS Terminal/MPOS does not match the number on the Card;
- (n) Where an instrument or device embossed or printed or otherwise bearing and of the Payment System Operator' marks is not authorised or is being altered or re-fabricated although validly used.

---

**Copyright and Confidentiality Statement**

The copyright of this document, which may contain proprietary information, is the property of FINEXUS Cards Sdn Bhd. The document shall not be disclosed, copied, transmitted or stored in an electronic retrieval system, or published in any form, either wholly or in part without prior written consent. The document shall be held in safe custody and treated in confidence

FINEXUS Legal version 6 August 2020

**8. POS TERMINAL (APPLICABLE FOR POS TERMINAL MERCHANT ONLY)**

- 8.1. FINEXUS may provide POS Terminals to the Merchant to be installed at the Merchant's outlets or premises.
- 8.2. If FINEXUS install POS Terminal at the Merchant's outlets, the Terminal Fee shall be paid by the Merchant to FINEXUS.
- 8.3. The Merchant may use one (1) or more POS Terminals. However, the Merchant must not use the POS Terminal for any third parties.
- 8.4. The Merchant must use the POS Terminal with care and in accordance with the relevant equipment user guide.
- 8.5. FINEXUS or FINEXUS's appointed terminal vendor or any third party may provide training for the Merchant's Personnel who will operate the POS Terminal and shall at their discretion provide POS Terminal instruction manual and specifications as FINEXUS may deem necessary for its efficient operation.
- 8.6. The POS Terminal training will include all aspects of the Payment Card acceptance procedure, reconciliation, Settlement Processing and operation of the POS Terminal.
- 8.7. The cost for all subsequent POS Terminal trainings provided based on the Merchant's request shall be determined by FINEXUS and borne by the Merchant.
- 8.8. The Merchant must:
  - (a) without limiting any other provisions in the Agreement, allow FINEXUS or its authorised agents or sub-contractors to access the Merchant's premises to install, repair, service, swap or retrieve the POS Terminal; and
  - (b) process all Transactions through the POS Terminal in accordance with the Standards and operating instructions supplied by FINEXUS from time to time.
- 8.9. FINEXUS may replace or request the POS Terminal to be returned at any time for any reason as FINEXUS deems fit.
- 8.10. The provisions in this Paragraph 10 apply to any Imprinters which may be provided by FINEXUS to the Merchant.

**9. ACCEPTANCE BY MERCHANT VIA INTERNET**

- 9.1. The Merchant must bear the cost for the setting-up, maintenance, upgrading, security and integrity of the Merchant's computer system, and related costs.
- 9.2. The Merchant must keep all systems and media containing any information or data (whether physical or electronic) relating to Account Holders, their Payment Card accounts and Transactions in a secure manner subject to the confidentiality, privacy and data security and protection clause in the Agreement to prevent access by or disclosure to anyone other than the Merchant's Personnel or FINEXUS.
- 9.3. If information or transaction data stored in any part of the Merchant's system is lost, damaged, stolen, tampered with or otherwise compromised, the Merchant must report and give written notice of such loss, damage, theft or compromise to FINEXUS immediately. Upon FINEXUS's receipt of the Merchant's notice, the Merchant shall, in consultation with FINEXUS, take immediate steps to remedy the situation and prevent its recurrence.
- 9.4. In the event that the Merchant upgrade or change the version or type of its software or hardware or any other part of its system, the Merchant must inform FINEXUS of such change prior to its implementation and conduct testing with FINEXUS's system soonest possible. FINEXUS shall not be liable for any loss or damage suffered by any party or for any

---

**Copyright and Confidentiality Statement**

The copyright of this document, which may contain proprietary information, is the property of FINEXUS Cards Sdn Bhd. The document shall not be disclosed, copied, transmitted or stored in an electronic retrieval system, or published in any form, either wholly or in part without prior written consent. The document shall be held in safe custody and treated in confidence

FINEXUS Legal version 6 August 2020

incompatibility between the Merchant's system and FINEXUS's system due to such changes made by the Merchant.

- 9.5. FINEXUS shall not be liable in any way, for any claims, liabilities, expenses, costs, loss or damage of whatever nature brought against, suffered or incurred by or caused to any party whosoever due to or arising out of or in connection with the Agreement or any breach or compromise of the security or integrity, or malfunction, of any encryption and identification software, any electronic code keys, any equipment provided to any party or the Merchant's system.
- 9.6. The Merchant must allow FINEXUS and its Personnel or agents to enter any of the Merchant's premises with or without prior written notice to the Merchant for the following purpose:-
- (a) inspect the Merchant's software, hardware and any other part of its system;
  - (b) inspect whether the setting up, operation, maintenance, security and integrity of the Merchant's system in compliance with the PCI DSS standards;
  - (c) any other standards related to complying with the standards prescribed by PCI DSS and Payment Brands; and
  - (d) any other matter that may adversely affect FINEXUS' interests or rights under the Agreement.

## **10. DIGITAL CERTIFICATE**

- 10.1. The Merchant shall be responsible in ensuring that:-
- (a) All material representations made by the Merchant to FINEXUS or the Certification Authority for purposes of obtaining the Digital Certificate to be true, accurate and complete; and
  - (b) FINEXUS and the Certification Authority are immediately notified of any change in the information previously provided for the purpose of obtaining the Digital Certificate or for listing in the Digital Certificate
- 10.2. FINEXUS has the discretion to invalidate any Digital Certificate at any time without prior notice or liability to the Merchant.
- 10.3. The Merchant is responsible to pay FINEXUS for the fee levy by FINEXUS for the issuance of a Digital Certificate for the Merchant's activities or Transactions.

## **11. WEBSITE REQUIREMENTS**

- 11.1. The Merchant shall ensure to promptly inform FINEXUS if either of the following events:-
- (a) any security breach;
  - (b) suspected fraudulent card account numbers;
  - (c) any suspicious activities that may be connected with attempts to commit a security breach; or
  - (d) use fraudulent card account numbers in the Merchant's security system or at the Merchant's website.
- 11.2. All representations contained in the Merchant's websites and webpages therein, or any advertisement or printed matter relating to the Goods and/or Services offered therein are:-

---

### **Copyright and Confidentiality Statement**

The copyright of this document, which may contain proprietary information, is the property of FINEXUS Cards Sdn Bhd. The document shall not be disclosed, copied, transmitted or stored in an electronic retrieval system, or published in any form, either wholly or in part without prior written consent. The document shall be held in safe custody and treated in confidence

FINEXUS Legal version 6 August 2020

- (a) in compliance with the standards set out by Payment Brands rules;
  - (b) deemed to have been made by the Merchant;
  - (c) represents to, warrants and covenants with FINEXUS that the Goods and/or Services offered and contained in the website are not illegal nor damaging to FINEXUS' and Payment Brand's image or reputation; and
  - (d) do not contravene any regulatory and statutory prohibition or restriction and all laws
- 11.3. The Merchant must ensure the Merchant's website and its content comply with all applicable Laws and do not infringe any third party's intellectual property rights.
- 11.4. Neither Party may use or display other's logo or trade name in any manner whatsoever without the other Party's prior approval and any approval, if given, may be subject to such terms and conditions governing the use or display of the logo or trade name.

## **12. WEBSITE DISCLOSURE**

- 12.1. Notwithstanding anything contrary in this clause, any website operate or own by the Merchant must contain specific disclosure details as follows:-
- (a) Payment Brand's mark in full colour to indicate the respective card acceptance in accordance to the Payment System Operator brand standards;
  - (b) expressly disclose any legal restrictions imposed on the Merchant by its country or region (if any);
  - (c) disclose any known export restrictions imposed by the Merchant's country or region (if known);
  - (d) complete description of the goods and/or services offered by the Merchant on the website;
  - (e) consumer data privacy policy (Personal Data Protection Act 2010);
  - (f) delivery policy;
  - (g) return and refund policy;
  - (h) customer service contact details including the email address and telephone number;
  - (i) address of the merchant's permanent establishment and location;
  - (j) transaction currency for the Merchant's goods and/or services provided;
  - (k) security capabilities and policy for transmission of payment card details (PCI DSS compliance); and
  - (l) other applicable terms and conditions put forward by the Merchant.

## **13. FLOOR LIMIT**

- 13.1. FINEXUS may, designate a Floor Limit by way of a written notice for every Transaction conducted by the Merchant. In the absence of any such notice, the Floor Limit shall be zero.
- 13.2. The Floor Limit may be varied by FINEXUS from time to time by way of notice to the Merchant.
- 13.3. The Merchant must ensure that:
- (a) the Transaction Charges for any Transaction by any Account Holder shall not exceed the Floor Limit; and
  - (b) the Merchant does not perform any Split Sales for any Transaction performed by a Account Holder to circumvent the Floor Limit.
- 13.4. If an Account Holder wishes to make a Transaction for which the Transaction Charges exceed the Floor Limit, the Merchant must:

---

### **Copyright and Confidentiality Statement**

The copyright of this document, which may contain proprietary information, is the property of FINEXUS Cards Sdn Bhd. The document shall not be disclosed, copied, transmitted or stored in an electronic retrieval system, or published in any form, either wholly or in part without prior written consent. The document shall be held in safe custody and treated in confidence

FINEXUS Legal version 6 August 2020

- (a) obtain FINEXUS's prior written approval manually or electronically before accepting the Transaction; and
- (b) print legibly the Approval Code evidencing on the Sales Slip before completing the Transaction.

#### **14. COMPLETION OF TRANSACTIONS**

- 14.1. For each Transaction completed at an outlet or website operated by the Merchant, the Merchant must ensure that:
- (a) the Transaction request submitted are in accordance with procedures notified by FINEXUS to the Merchant from time to time;
  - (b) the following conditions are observed for Transaction completed at the Merchant's outlet:
    - (i) the Card is presented with its validity period as expressed on the face of the Card;
    - (ii) there is no apparent alteration or mutilation on the Card;
    - (iii) the Card bears genuine programme marks or any security or distinctive features; and
    - (iv) the signature on the Sales Slip, if applicable, appears to be the same as that on the signature panel of the Card upon reasonable examination.
- 14.2. The Merchant must obtain an Approval Code from FINEXUS for each Transaction via POS Terminal.
- 14.3. Upon receipt of Approval Code, the Merchant must check to ensure that the Sales Slip, which shall be printed through the electronic printer, is printed with the following particulars:
- (a) the Merchant's name, address and MID;
  - (b) POS Terminal identification number;
  - (c) Account Holder's card number;
  - (d) batch number;
  - (e) date and time of Transaction;
  - (f) Transaction Charges; and
  - (g) Approval Code.
- 14.4. **Transactions conducted when POS Terminal malfunction**
- 14.5. In the event of equipment/line/system failure or the POS Terminal malfunctions, the Merchant must contact FINEXUS and obtain an Approval Code for each and every Transaction and record legibly on the Sales Slip the Approval Code before completing a Transaction. The Sales Slip shall be completed with the following:
- (a) the embossed data/legends which includes the Payment Card account number, the name and validity/expiry date of the Payment Card using an authorised Imprinter;
  - (b) the date of the Transaction;
  - (c) the total Transaction Charges (including any applicable Tax);
  - (d) the Approval Code, if any;
  - (e) the Merchant's name, address or place of business; and
  - (f) a description of Goods in detail sufficient to identify the Transaction.
- 14.6. **Transaction where signature is required**
- 14.7. To complete the Transaction, the Merchant must:
- (a) obtain the signature of the Account Holder on the designated place of the Sales Slip;

---

#### **Copyright and Confidentiality Statement**

The copyright of this document, which may contain proprietary information, is the property of FINEXUS Cards Sdn Bhd. The document shall not be disclosed, copied, transmitted or stored in an electronic retrieval system, or published in any form, either wholly or in part without prior written consent. The document shall be held in safe custody and treated in confidence

FINEXUS Legal version 6 August 2020



- (b) compare the Account Holder's signature on the Sales Slip and the signature on the Account Holder's Payment Card to ensure that both signatures are identical; and
  - (c) decline the Transaction if the Merchant is unable to confirm that the signatures are identical or if the signature differs.
- 14.8. **Transactions that require PIN**
- 14.9. The Merchant must ensure that the Account Holder key-in the PIN via PIN Pad to authorise the completion of a Transaction.
- 14.10. **For NFC Transactions**
  - (a) The Merchant must request the Account Holder to place the Payment Card in front of the reader and wait for the transaction authorisation;
  - (b) No signature or PIN is required for transaction amount up to RM250.00 (or any other amount as defined by any Payment Brands, BNM or any Government Agency or relevant authority having jurisdiction over the matters).
- 14.11. **For QR Code Transactions**
- 14.12. The Merchant to scan the QR code via Account Holder's mobile device or to present the Merchant QR Code with the correct Transaction charges processed for approval.
- 14.13. If the Transaction request for any Approval Code is declined or refused, the Merchant must not complete the Transaction or attempt to split into two or more Sales Slip to effect the same Transaction, or accept the same Card for any other transactions.
- 14.14. The Merchant must not complete the Transaction if the Card/Wallet Account presented:
  - (a) has expired; or
  - (b) does not have the security features as advised by FINEXUS from time to time.
- 14.15. The Account Holder's copy of the completed Sales Slip, if applicable, shall be given to the Account Holder upon completion of every Transaction.
- 14.16. All Sales Slips shall be drawn in RM (Ringgit Malaysia) only. Any breach of this term resulting in currency exchange differences shall be borne by the Merchant.
- 14.17. Merchant shall get a notification message from FINEXUS (via terminal/mobile app, or any selected notification channels)

## 15. AUTHENTICATION OF TRANSACTIONS

- 15.1. If FINEXUS notifies the Merchant that the volume of counterfeit or fraudulent Transactions at any one (1) of the Merchant's outlets has exceeded eight percent (8%) of the total Transactions (or any other percentage as FINEXUS shall in its absolute discretion prescribe) at one (1) outlet for two (2) consecutive months, then upon the Merchant's receipt of such notification:
  - (a) the Merchant shall reimburse FINEXUS of all payments made by FINEXUS in respect of Transactions for the Merchant's claimed payment during the previous two (2) consecutive months ("Recourse Transactions"); and
  - (b) FINEXUS shall have no liability to the Merchant and Account Holder in respect of any Recourse Transactions.
- 15.2. Subject to Paragraph **15.1(b)**:
  - (a) the Merchant is deemed not to have complied with the terms and conditions of the Agreement where the affected Account Holder denies (wholly or in part) liability for the Transaction, and a statutory declaration to that effect by the Account Holder

---

### Copyright and Confidentiality Statement

The copyright of this document, which may contain proprietary information, is the property of FINEXUS Cards Sdn Bhd. The document shall not be disclosed, copied, transmitted or stored in an electronic retrieval system, or published in any form, either wholly or in part without prior written consent. The document shall be held in safe custody and treated in confidence

FINEXUS Legal version 6 August 2020



- shall be conclusive evidence of all matters between FINEXUS and the Merchant; and
- (b) any two (2) or more Recourse Transactions purportedly made by the same Account Holder on different dates shall, unless FINEXUS otherwise directs, be deemed (for the purpose of Paragraph 6 above) to have been made on the same date.
- 15.3. All Recourse Transactions accepted by the Merchant without prove that such Transactions are accepted in accordance with the terms and conditions of the Agreement:
- (a) shall be accepted at the Merchant's sole risk and responsibility; and
  - (b) the Merchant waives and discharges FINEXUS and the Payment Brands from all rights, claims, cost, expenses, cause of action, losses, damages and liabilities whether direct or indirect whatsoever arising out of such Recourse Transactions whether based on contract, tort, negligence or otherwise.

## **16. REFUND OR RETURN OF GOODS**

- 16.1. If an Account Holder returns the Goods purchased, and the Merchant accepts the return of such Goods or if for any reason an Account Holder is entitled to have the Transaction charges reduced or refunded, then the Merchant must either:
- (a) legibly complete a Refund Form bearing the following details and submit the completed Refund Form to FINEXUS:
    - (i) the nature of the Transaction;
    - (ii) the Transaction Charges in RM;
    - (iii) the actual date where the Merchant process the refund of Transaction Charges; or
    - (iv) perform the refund transaction via Settlement Processing.
- 16.2. The Merchant must promptly present each Refund Form completed pursuant to **Paragraph 9.1** to FINEXUS.
- 16.3. Upon receipt of the Refund Form or refund Transaction via Settlement Processing, the Merchant must reimburse FINEXUS of the amount notified less the Merchant Discount and less any applicable taxes, which shall be calculated in the manner and at the rate from time to time notified by FINEXUS to the Merchant.
- 16.4. The Merchant must not perform Transaction Credit directly to an Account Holder in any manner.
- 16.5. The Merchant must not provide refunds to Account Holder for Transaction for Goods where at the time the Transaction took place, sufficient disclosure was provided to the Account Holder that:
- (a) the Goods are non-refundable or cannot be exchanged;
  - (b) the Merchant only accepts Goods in immediate exchange for similar Goods with the price equivalent to the original Transaction Charges;
  - (c) the Merchant accepts return of Goods, and in return the Merchant will provide a credit voucher to the Account Holder for the value of the Goods returned. Such credit voucher may be used by the Account Holder at the Merchant's outlet(s) or website(s); or
  - (d) subject to applicable Laws and as agreed by the Account Holder, the Transaction Charges cannot be refunded, for example for Transactions involving delivery charges or insurance charges.

---

### **Copyright and Confidentiality Statement**

The copyright of this document, which may contain proprietary information, is the property of FINEXUS Cards Sdn Bhd. The document shall not be disclosed, copied, transmitted or stored in an electronic retrieval system, or published in any form, either wholly or in part without prior written consent. The document shall be held in safe custody and treated in confidence

FINEXUS Legal version 6 August 2020

**17. RECURRING PAYMENT (APPLICABLE TO MERCHANT WHO ALLOWS RECURRING PAYMENT BY ACCOUNT HOLDERS)**

- 17.1. The Merchant must honour all valid Payment Cards when presented for the purchase of Goods via the Recurring Payment Service if:
- (a) the Transaction is made prior to the Payment Card's expiration date; and
  - (b) the Merchant has obtained the duly filled and signed Standing Instruction Form from the Account Holder for the Recurring Payment.
- 17.2. The Merchant must ensure that the list of Recurring Payment Transactions:
- (a) is accurate, complete and free from errors; and
  - (b) is submitted in an agreed format and transmission channel on a periodical basis as agreed by the Parties.
- 17.3. The Merchant must:
- (a) submit to FINEXUS replacement list of Recurring Payment Transactions if the initial list submitted is faulty, corrupted, missing or unreadable; and
  - (b) be responsible for any unauthorised entries, errors or omissions in the list and to indemnify FINEXUS against all actions, proceedings, claims, demands and losses whatsoever arising from FINEXUS reliance on the list.
- 17.4. Upon receipt of the list of Recurring Payment Transactions from the, FINEXUS will debit the Account Holder's Payment Card account for the amount as specified in the list.
- 17.5. If FINEXUS is unable to debit the Account Holder's Payment Card account for any reason whatsoever:
- 17.6. FINEXUS shall notify the Merchant;
- (a) the Merchant must notify the Account Holder of the unsuccessful debit; and
  - (b) the Merchant must resolve the payment issue directly with the Account Holder.

**18. MAIL/TELEPHONE ORDER (APPLICABLE TO MERCHANT WHO PROVIDES MAIL/TELEPHONE ORDER SERVICE)**

- 18.1. The Merchant who participates in the Mail/Telephone Order Programme shall deliver the Goods as set out in this Mail/Telephone Order Programme to Account Holders subject to the terms and conditions of this Paragraph 14 and to terms and conditions of the Agreement which shall apply unless otherwise provided for in this clause.
- 18.2. The Merchant must honour all valid Payment Cards when presented for the purchase of Goods via the Mail/Telephone Order Programme provided always that:
- (a) the Transaction made is prior to the Payment Card expiration date and the Merchant has received the Approval Code from FINEXUS for the Transaction; and
  - (b) the Merchant has obtained the proper authorisation via the Mail/Telephone Order Form from the Account Holder for the Mail/Telephone Order.
- 18.3. The Mail/Telephone Order Forms shall contain the following information:
- (a) type of Payment Card;
  - (b) Account Holder's full name or Account Holder's name on the Payment Card;
  - (c) Payment Card number;
  - (d) Payment Card expiry date;
  - (e) Transaction Charges in RM;
  - (f) Transaction date;
  - (g) The Merchant's name and address;
  - (h) brief description of the Goods supplied;

---

**Copyright and Confidentiality Statement**

The copyright of this document, which may contain proprietary information, is the property of FINEXUS Cards Sdn Bhd. The document shall not be disclosed, copied, transmitted or stored in an electronic retrieval system, or published in any form, either wholly or in part without prior written consent. The document shall be held in safe custody and treated in confidence

FINEXUS Legal version 6 August 2020

- (i) Account Holder's postal address and telephone number;
  - (j) method of delivery of the Goods; and
  - (k) Account Holder's signature.
- 18.4. Pursuant to **Paragraph 18.4** above, any Mail/Telephone Order Forms that are incomplete or have been altered shall be invalid and may not be accepted by FINEXUS.
- 18.5. The cost of producing all Mail/Telephone Order Forms or other marketing material and of altering the same in relation to any mailing programmes shall be borne by the Merchant.
- 18.6. The Merchant shall process the Mail/Telephone Order (if applicable) in the following manner:
  - (a) the Merchant must complete and submit the Mail/Telephone Order Form for every valid Mail/Telephone Order received to FINEXUS;
  - (b) FINEXUS shall obtain the Approval Codes for the respective Transactions and return the Mail/Telephone Order Form to the Merchant for fulfilment. The Merchant must fulfil the orders placed via the Mail/Telephone Order Form;
  - (c) where Account Holder has opted to pay by instalments, the Merchant must complete and submit to FINEXUS the authorisation/payment form in respect of every instalment that is due; and
  - (d) FINEXUS shall obtain the Approval Codes for the respective instalments and return the authorisation/payment form to the Merchant. The Merchant must complete and submit to FINEXUS for payment within three (3) days on receipt of the Mail/Telephone Order form.
- 18.7. The Merchant must provide a fourteen (14) day trial period during which time the Account Holder may reject any Goods ordered through the Mail/Telephone Order Programme where full refund of the Transaction Charges must be provided to the Account Holder.
- 19. EASY PAYMENT PLAN (APPLICABLE TO MERCHANT WHO PROVIDES EASY PAYMENT PLAN)**
- 19.1. The Easy Payment Plan is only valid for payment made via a specific Payment Card as informed by FINEXUS from time to time.
- 19.2. FINEXUS shall prescribe the minimum purchase amount to be entitled for the Easy Payment Plan and the Instalment Plan.
- 19.3. FINEXUS may withhold payment of any amount that are not within the stipulated Instalment Plan as specified in Paragraph 19.2 above until FINEXUS has examined the supporting document and verified with the Account Holder concerned. If in FINEXUS's opinion, the Transaction is invalid, FINEXUS shall make no payment for such Transaction.
- 19.4. FINEXUS may at its absolute discretion and without any liability, with or without giving prior notice to the Merchant, restrict, limit or increase the Instalment Plan.
- 19.5. The Merchant must disclose in writing, electronically or by another method to the Account Holder the terms of the Easy Payment Plan, including all cost associated with the purchase of the Goods.
- 19.6. The Merchant shall resolve all disputes or differences on the quality or quantity of the Goods with the Account Holders who opt for the Easy Payment Plan directly. FINEXUS shall not be concerned with or held liable for any inadequate, defective or damaged Goods or other disputes between the Account Holder and the Merchant.

---

**Copyright and Confidentiality Statement**

The copyright of this document, which may contain proprietary information, is the property of FINEXUS Cards Sdn Bhd. The document shall not be disclosed, copied, transmitted or stored in an electronic retrieval system, or published in any form, either wholly or in part without prior written consent. The document shall be held in safe custody and treated in confidence

FINEXUS Legal version 6 August 2020

## **20. DIRECT MAILING PROMOTION**

- 20.1. FINEXUS may at its sole discretion, assist the Merchant in a direct mailing promotion in the following manner:
  - (a) identify Account Holders according to the Merchant's requirement;
  - (b) print labels bearing the name and address of a selected Account Holder in respect of each item of promotional material supplied by the Merchant; and
  - (c) manage the posting of the promotional material available to selected Account Holder or if there is insufficient promotional material.
- 20.2. If at any time FINEXUS, disapprove or disagree, for any reason whatsoever, any aspects of the Merchant's proposed direct mailing promotion, FINEXUS shall be entitled to withdraw its assistance without incurring any liability to the Merchant.
- 20.3. If FINEXUS agrees to assist the Merchant in any direct mailing promotion, the Merchant shall supply to FINEXUS, the relevant promotional material in the form agreed by the Parties. These promotional materials must be ready for posting by mail (except for the recipients' address and postal stamp).
- 20.4. FINEXUS's fee or the method of calculating FINEXUS's fee (including reimbursement for all expenses incurred by FINEXUS, including all postal charges) for assisting in any direct mailing promotion shall be agreed with the Merchant in advance.
- 20.5. FINEXUS shall not be liable in any way for the promotional materials provided by the Merchant, and the Merchant must indemnify FINEXUS in respect of any claim arising out of the promotional materials supplied by the Merchant.

## **21. TRANSACTION RECORDS**

- 21.1. The Merchant must retain the Sales Slip or Refund Form issued by the Merchant together with the Merchant's copy of all other documents evidencing the Transactions for a period of at least **twenty-four (24) months** from the date of Transaction.
- 21.2. The Merchant must allow FINEXUS or Payment Brands to examine the documents specified in Paragraph 21.1 within **seven (7) calendar days** from the date of FINEXUS' or Payment Brands' request.
- 21.3. If the Merchant fail to produce legible and complete copy of the Sales Slips within seven (7) calendar days upon FINEXUS's request, FINEXUS reserves the right to be reimbursed for the affected Settlement by deducting from subsequent Transactions submitted to FINEXUS for payment.

## **22. COMPLAINT BY ACCOUNT HOLDER**

- 22.1. FINEXUS shall not be responsible to Account Holders in any way for any Goods sold by the Merchant.
- 22.2. The Merchant must in good faith, satisfy any claims or complaints made by Account Holders concerning any Goods purchased or Services rendered from the Merchant via the Card/Wallet.
- 22.3. The Merchant must indemnify FINEXUS against any and all claims made against FINEXUS arising out of or in relation to the Goods purchased from the Merchant via the Card including all losses, costs and expenses (including legal fees) incurred by FINEXUS in connection with such claims.

---

### **Copyright and Confidentiality Statement**

The copyright of this document, which may contain proprietary information, is the property of FINEXUS Cards Sdn Bhd. The document shall not be disclosed, copied, transmitted or stored in an electronic retrieval system, or published in any form, either wholly or in part without prior written consent. The document shall be held in safe custody and treated in confidence

FINEXUS Legal version 6 August 2020

## **23. SECURITY REQUIREMENTS**

### **23.1. Data Security and Protection**

#### **23.2. The Merchant must ensure that:**

- (a) a terminal or other device at the Merchant's outlet does not display, replicate, or store any Card-read data except Card account number, expiration date, service code or Account Holder's name;
- (b) before discarding any media containing Card, Account Holder or Transaction data, including such data as Card Security Code, account numbers, PINs, credit limits, and account balances, the Merchant must:
- (c) render the data unreadable by ensuring that it has irretrievably and permanently destroyed;
- (d) Secure wipe/delete all such data from all its systems including its archival systems, or destroy the data storage media physically; and
- (e) undertake the necessary verification of such destruction and deletion; and
- (f) access to Card, Account Holder or the Transaction data stored in computers and terminals is limited and controlled by establishing data protection procedures that include, but are not limited to, a password system for computer remote terminal access, control over dial-up lines, and any other means of access.

#### **23.3. The Merchant must demonstrate to the satisfaction of the Payment Brands and FINEXUS the following:**

- (a) the existence and use of meaningful physical and logical security controls for any communications processor or other device used to connect FINEXUS's processing systems to the worldwide network of the Payment Brands and all associated components, including all hardware, software, systems, and documentation located on-site at the Merchant's facility, front-end communications processors include the Payment Brands interface processors (MIPs), network interface units (NIUs), and debit interface units (DIUs); and
- (b) the controls must meet the minimum requirements, and preferably will include the recommendation of additional parameters.

#### **23.4. The Merchant must put in place security requirements as described in the Merchant Guide, at each physical location housing the network device of the Payment Brands.**

#### **23.5. At a minimum, the Merchant must put in place the following controls:**

- (a) each network segment connecting the network device of the Payment Brands to FINEXUS's processing systems must be subject to strict security control, as appropriate or necessary, to prevent unauthorised access to or from other public or private network segments;
- (b) the connectivity provided by each such network segment must be dedicated wholly and restricted solely to the support of communications between the Payment Brands and FINEXUS's processing systems;
- (c) the Merchant must replace each vendor-supplied or default password present on FINEXUS's processing systems, each network device of the Payment Brands, and any device providing connectivity between them with a "strong password". A strong password contains at least eight (8) characters, uses a combination of letters, numbers, symbols, punctuation, or all, and does not include a name or common word(s);
- (d) the Merchant must conduct regular periodic reviews of all systems and devices that store the Payment Brands account information to ensure that access is strictly limited to the Merchant's appropriate personnel on a "need to know" basis;

---

#### **Copyright and Confidentiality Statement**

The copyright of this document, which may contain proprietary information, is the property of FINEXUS Cards Sdn Bhd. The document shall not be disclosed, copied, transmitted or stored in an electronic retrieval system, or published in any form, either wholly or in part without prior written consent. The document shall be held in safe custody and treated in confidence

FINEXUS Legal version 6 August 2020

- (e) the Merchant must notify FINEXUS or Payment Brands within thirty (30) Business Days of any change in the personnel designated to administer the network device of the Payment Brands;
- (f) the Merchant must maintain and document appropriate audit procedures for each the network device of the Payment Brands. Audit reports must be maintained and accessible to FINEXUS for at least one year, including a minimum of ninety (90) days in an easily retrieved electronic format;
- (g) the Merchant must ensure that the software employed in any system or device used to provide connectivity to the worldwide network of the Payment Brands is updated with all appropriate security patches, revisions and other updates as soon after a release as is practicable;
- (h) the physical location of the service delivery point equipment must be accessible only by the Merchant's authorised personnel. Visitor access must be controlled by at least one of the following measures:
  - (i) require each visitor to provide government-issued photo identification before entering the physical location; or
  - (j) require each visitor to be escorted to the physical location by the Merchant's authorised personnel of the;
- (k) if the physical location of the service delivery point equipment provides common access to other devices or equipment, then the network device of the Payment Brands must be stored in a cabinet that is locked both in front and the rear at all times. Keys to the cabinet must be stored in a secured location; and
- (l) the Merchant must have documented procedures for the removal of service delivery point equipment from the physical location.

## **24. ADDITIONAL SECURITY REQUIREMENTS**

- 24.1. The Merchant may put in place the following additional controls at each physical location housing the network device of the Payment Brands:
- (a) placement of the network device of the Payment Brands in a physical location that is enclosed by floor-to-ceiling walls; and
  - (b) continual monitoring of the network device of the Payment Brands by cameras or other type of electronic surveillance system. Video records should be maintained for a minimum period of ninety (90) days from the date the footage is taken.

## **25. ADC EVENTS**

- 25.1. In the event that the Merchant's system or environment compromised or may be compromised (at the time the ADC event or potential ADC event occurred), the Merchant must resolve all outstanding issues and liabilities to the satisfaction of the Payment Brands.
- 25.2. The Merchant must notify FINEXUS and the Payment Brands immediately when the Merchant becomes aware of an ADC event or potential ADC event in or affecting any system or environment of FINEXUS or the Merchant.
- 25.3. The Merchant deemed to be aware of an ADC event or potential ADC event when:
- (a) the Merchant first becomes aware of an ADC event or a potential ADC event;
  - (b) under circumstances that include, but are not limited to, any of the following:

---

### **Copyright and Confidentiality Statement**

The copyright of this document, which may contain proprietary information, is the property of FINEXUS Cards Sdn Bhd. The document shall not be disclosed, copied, transmitted or stored in an electronic retrieval system, or published in any form, either wholly or in part without prior written consent. The document shall be held in safe custody and treated in confidence

FINEXUS Legal version 6 August 2020



- (c) the Merchant is informed, through any source, of the installation or existence of any malware in any of the Merchant's systems or environments, no matter where such malware is located or how it was introduced;
- (d) the Merchant receives notification from the Payment Brands or any other source that the Merchant has experienced an ADC event or a potential ADC event; or
- (e) the Merchant discovers or, in the exercise of reasonable diligence, should have discovered a security breach or unauthorised penetration of the Merchant's own system or environment.

25.4. The Merchant must perform the following (unless directed otherwise in writing by the Payment Brands) if the Merchant is aware or becomes aware of an ADC event or a potential ADC event:

No.	Time from the Merchant is aware or becomes aware of an ADC event or a potential ADC event	Action to be taken by the Merchant
(i)	immediately	commence a thorough investigation into the ADC event or potential ADC event
(ii)	within twenty-four (24) hours	<p>identify, contain, and mitigate the ADC event or potential ADC event, secure Card/Wallet account data and preserve all information, in all media, concerning the ADC event or potential ADC event, including:</p> <ul style="list-style-type: none"> <li>(a) preserve and safeguard all potential evidence pertinent to a forensic examination of an ADC event or potential ADC event;</li> <li>(b) isolate compromised systems and media from the network;</li> <li>(c) preserve all intrusion detection systems, intrusion prevention system logs, all firewall, web, database and events logs;</li> </ul>

#### Copyright and Confidentiality Statement

The copyright of this document, which may contain proprietary information, is the property of FINEXUS Cards Sdn Bhd. The document shall not be disclosed, copied, transmitted or stored in an electronic retrieval system, or published in any form, either wholly or in part without prior written consent. The document shall be held in safe custody and treated in confidence

FINEXUS Legal version 6 August 2020

		<p>(d) document all incident response actions; and</p> <p>(e) refrain from restarting or rebooting any compromised or potentially compromised system or taking equivalent or other action that would have the effect of eliminating or destroying information that could potentially provide evidence of an ADC event or potential ADC event;</p>
iii.	on an ongoing basis subsequently	<p>submit to FINEXUS and if requested by the Payment Brands, submit to the Payment Brands:</p> <p>(a) all known or suspected facts concerning the ADC event or potential ADC event, including, by way of example and not limitation, known or suspected facts as to the cause and source of the ADC event or potential ADC event;</p>
iv.	continuing throughout the investigation	<p>provide to FINEXUS or Payment Brands, in the required format:</p> <p>(a) all account numbers and expiration dates associated with the Payment Brands account data that were actually or potentially accessed or disclosed in connection with the ADC event or potential ADC event;</p> <p>(b) any additional information requested by the Payment Brands; and</p> <p>(c) the Merchant's obligation to obtain and provide account numbers to the Payment Brands applies to any the Payment Brands</p>

**Copyright and Confidentiality Statement**

The copyright of this document, which may contain proprietary information, is the property of FINEXUS Cards Sdn Bhd. The document shall not be disclosed, copied, transmitted or stored in an electronic retrieval system, or published in any form, either wholly or in part without prior written consent. The document shall be held in safe custody and treated in confidence

FINEXUS Legal version 6 August 2020



		account number in BIN range assigned by the Payment Brands. This obligation applies regardless of how or why such account numbers were received, processed or stored, including, by way of example and not limitation, in connection with or relating to a credit, debit (signature- or PIN-based) proprietary, or any other kind of payment transaction, incentive or reward programme;
v.	within seventy-two (72) hours	<p>engage the services of a PFI to conduct an independent forensic investigation to assess the cause, scope, magnitude, duration and effects of the ADC event or potential ADC event subject to the following:</p> <p>(a) the PFI engaged to conduct the investigation must not have provided the last PCI compliance report concerning the system or environment to be examined; and</p> <p>(b) prior to the commencement of such PFI's investigation, the must notify FINEXUS or Payment Brands of the proposed scope and nature of the investigation and obtain preliminary approval of such proposal from FINEXUS or Payment Brands or, if such preliminary approval is not obtained, of a modified proposal acceptable to FINEXUS or Payment Brands;</p>
vi.	within two (2) Business Days from the date on which the PFI was engaged	identify to the Payment Brands the engaged PFI and confirm that such PFI has commenced its investigation;

**Copyright and Confidentiality Statement**

The copyright of this document, which may contain proprietary information, is the property of FINEXUS Cards Sdn Bhd. The document shall not be disclosed, copied, transmitted or stored in an electronic retrieval system, or published in any form, either wholly or in part without prior written consent. The document shall be held in safe custody and treated in confidence

FINEXUS Legal version 6 August 2020

vii.	within three (3) Business Days from the commencement of the forensic investigation	ensure that the PFI submits to FINEXUS or Payment Brands a preliminary forensic report detailing all investigative findings to date
viii.	within twenty (20) Business Days from the commencement of the forensic investigation:	<p>(a) provide to FINEXUS or Payment Brands a final forensic report detailing all findings, conclusions and recommendations of the PFI; and</p> <p>(b) continue to address any outstanding exposure, and implement all recommendations until the ADC event or potential ADC event is resolved to the satisfaction of FINEXUS or Payment Brands.</p>

- 25.5. Despite **Paragraph 26.4** above, FINEXUS or Payment Brands may engage a PFI on the Merchant's behalf in order to expedite the investigation. The PFI who is engaged on the Merchant's behalf will be responsible for all costs associated with the investigation.

## 26. FORENSIC REPORT

- 26.1. In connection with the independent forensic investigation and preparation of the final forensic report:
- (a) the Merchant cannot engage in or enter into any conduct or agreement understanding that would impair the completeness, accuracy or objectivity of any aspect of the forensic investigation or final forensic report;
  - (b) the Merchant must not engage in any conduct that could or would influence, or undermine the independence of, the PFI or undermine the reliability or integrity of the forensic investigation or final forensic report. By way of example, and not limitation, the Merchant must not take any action or fail to take any action that would have the effect of:
  - (c) precluding, prohibiting or inhibiting the PFI from communicating directly with FINEXUS or Payment Brands;
  - (d) permitting the Merchant to substantively edit or otherwise alter the forensic report; or
  - (e) directing the PFI to withhold information from FINEXUS or Payment Brands.
- 26.2. The Merchant must ensure that the PFI retain and safeguard all draft forensic report(s) pertaining to the ADC event or potential ADC event and, upon FINEXUS or Payment Brands' request, immediately provide to FINEXUS or Payment Brands any such draft forensic report.

### Copyright and Confidentiality Statement

The copyright of this document, which may contain proprietary information, is the property of FINEXUS Cards Sdn Bhd. The document shall not be disclosed, copied, transmitted or stored in an electronic retrieval system, or published in any form, either wholly or in part without prior written consent. The document shall be held in safe custody and treated in confidence

FINEXUS Legal version 6 August 2020

- 26.3. The final forensic report must include the following, unless otherwise directed in writing by FINEXUS or Payment Brands:
- (a) a statement of the scope of the forensic investigation, including sources of evidence and information used by the PFI;
  - (b) a network diagram, including all systems and network components within the scope of the forensic investigation. As part of this analysis, all system hardware and software versions, including POS applications and versions of applications, and hardware used by the compromised entity within the past twelve (12) months must be identified;
  - (c) a Transaction flow depicting all points of interaction associated with the transmission, processing and storage of the Payment Brands account data and network diagrams;
  - (d) a written analysis explaining the method(s) used to breach the subject entity's network or environment as well as method(s) used to access and infiltrate the Payment Brands account data;
- 26.4. a written analysis explaining how the security breach was contained and the steps (and relevant dates of the steps) taken to ensure that the Payment Brands account data are no longer at risk of compromise;
- 26.5. an explanation of investigative methodology as well as identification of forensic data sources used to determine final report findings;
- 26.6. a determination and characterisation of the Payment Brands account data at risk of compromise, including the number of the Payment Brands accounts and at risk data elements (magnetic stripe data - Track 1 and Track 2, Account Holder name, PAN, expiration date, Card Security Code, PIN, and PIN block);
- 26.7. the location and number of the Payment Brands accounts where restricted account data (magnetic stripe, Track 1 and Track 2, Account Holder name, PAN, expiration date, Card Security Code, PIN, or PIN block), whether encrypted or unencrypted, was or may have been stored by the entity that was the subject of the forensic investigation. This includes restricted the Payment Brands account data that was or may have been stored in unallocated disk space, backup media and malicious software output files;
- 26.8. the period for Transactions involving the Payment Brands accounts determined to be at risk of compromise. If Transaction date/time is not able to be determined, file-creation timestamps must be supplied;
- 26.9. a determination of whether a security breach that exposed payment card data to compromise occurred;
- 26.10. on a requirement-by-requirement basis, a conclusion as to whether, at the time the ADC event or potential ADC event occurred, each applicable PCI Security Standards Council requirement was complied with. For the avoidance of doubt, as of the date of the publication of these Standards, the PCI Security Standards include the PCI DSS, PIN Entry Device (PCI PED) Security Requirements, and PA-DSS; and
- 26.11. the Payment Brands may require the Merchant to cause a PFI to conduct a PCI gap analysis and include the result of that analysis in the final forensic report.

## **27. MARKETING AND PROMOTIONAL MATERIALS**

- 27.1. The Merchant shall display or exhibit materials of a marketing or promotional value relating to the Card at a desired place of its business or a prominent place therein as directed by

---

### **Copyright and Confidentiality Statement**

The copyright of this document, which may contain proprietary information, is the property of FINEXUS Cards Sdn Bhd. The document shall not be disclosed, copied, transmitted or stored in an electronic retrieval system, or published in any form, either wholly or in part without prior written consent. The document shall be held in safe custody and treated in confidence

FINEXUS Legal version 6 August 2020

- FINEXUS to inform the public that the Cards will be honoured at the Merchant's premises, place of business or its outlet(s).
- 27.2. Such materials shall continue to be displayed or exhibited for such period of time as FINEXUS may direct or determine.
  - 27.3. The Merchant shall not make any statement or cause or permit to be done anything that may damage any of FINEXUS' and the Payment Brands' trademarks, logos, names and other intellectual property rights owned by or licensed to FINEXUS.
  - 27.4. The Merchant is prohibited from indicating or implying that FINEXUS or Payment Brands endorse any Goods and/or Services offered by the Merchant.
  - 27.5. Should it be deemed necessary for the Merchant to contribute payment in part or in whole towards the cost or expense of producing such marketing or promotional materials, the Merchant shall be consulted before production of the same is authorised by FINEXUS.
  - 27.6. The Merchant authorises FINEXUS to include or to withdraw with or without notice the Merchant's name in any directory or promotional material for the purposes of marketing the goods and/or services or services connected with or related to this Agreement.
  - 27.7. The Merchant agrees to obtain the approval from FINEXUS in writing to display and publish any advertising or promotional material in relation to the Card and/or containing or having reference to the name and/or emblem of FINEXUS or relating to the Payment Brands.
  - 27.8. The Merchant shall use its best endeavours to promote the use of the Card and to render its cooperation to FINEXUS and the Account Holder in connection with the use of the Card.
  - 27.9. FINEXUS may from time to time implement activities or programmes relating to the Card (including but not limited to loyalty programmes).
  - 27.10. The Merchant shall, upon being notified by FINEXUS of any promotion, endeavour to participate in such promotion activities and programmes upon the terms and conditions upon agreed with FINEXUS.

## **28. USE OF LOGO / MARKS**

- 28.1. The Merchant shall only display or exhibit the logo or marks on materials of a marketing or promotional value relating to the Card in accordance with the standards determined by Payment Brands and/or FINEXUS.
- 28.2. The Merchant shall not use other trading name except the one registered with Payment Brands and/or FINEXUS.
- 28.3. The Merchant shall not use any data, fact, logo, mark, material, information that is deemed inaccurate, not verified, deceptive and/or misleading about the Card.
- 28.4. The Merchant's right to use or display of any logo or mark will terminate immediately together with the effective of termination of this Agreement or upon notification by Payment Brands and/or FINEXUS to discontinue such use or display of logo or mark.
- 28.5. The use of display of any logo or mark does not give the Merchant any ownership or interest in the logo or mark. All interest and right to the logo or mark will remain vested to Payment Brands and FINEXUS respectively.

## **29. DISPLAY OF ACCEPTANCE MARKS**

- 29.1. The Merchant shall ensure to prominently display the appropriate acceptance marks at the Point-Of-Interaction (POI) wherever payment options are presented.

---

### **Copyright and Confidentiality Statement**

The copyright of this document, which may contain proprietary information, is the property of FINEXUS Cards Sdn Bhd. The document shall not be disclosed, copied, transmitted or stored in an electronic retrieval system, or published in any form, either wholly or in part without prior written consent. The document shall be held in safe custody and treated in confidence

FINEXUS Legal version 6 August 2020

- 29.2. The acceptance mark may also be displayed in advertising or other materials or images at the physical or electronic POI to indicate brand acceptance but shall comply in accordance with Paragraph 28 and 29 herein.
- 29.3. Upon request by the Merchant, FINEXUS will provide the Merchant with the appropriate artwork in the format authorized by Payment Brands.
- 29.4. The Merchant shall ensure the acceptance marks are clearly visible to the public at each POI.

### **30. TRAINING AND EDUCATION**

- 30.1. FINEXUS shall provide updates on the latest guidelines, policies, procedures, requirements, rules and regulations and other materials published by BNM, Payment Brands and other authorities that required to be comply by the Merchant from time to time.
- 30.2. FINEXUS shall also conduct training programme to educate the Merchant as and when FINEXUS seems fit and necessary to do so.
- 30.3. It shall be the Merchant's responsibility to familiarise itself and ensure its employees are well-equipped and knowledgeable with all the latest guidelines, policies, rules and regulations, requirements imposed by Payment Brands and other authorities.

### **31. PAYMENT ACCOUNTNT REFERENCE (PAR) DATA**

- 31.1. In the event that the Merchant if allowed to use Payment Account Reference (PAR) Data, it must only use PAR data for one or more of the following purposes:-
  - (a) to complete a refund, respond to a chargeback, or perform some other reversal of payment in connection with a transaction containing PAR;
  - (b) to comply with applicable law or regulation or the Payment Brands' Anti-Money Laundering Programme;
  - (c) to conduct fraud detection, control or mitigation activities; and/or
  - (d) to provide services to an Account Holder/Cardholder at the direction of and with the explicit consent of such Account Holder/Cardholder.

### **32. CONDUCT OF MERCHANT'S EMPLOYEES & AGENTS**

- 32.1. The Merchant shall be deemed to be responsible for the conduct of its employees, agents and representatives and to indemnify FINEXUS and any party for its employees', agents' and representatives' action which caused any damage and/or loss.

### **33. COOPERATION BY THE MERCHANT**

- 33.1. In the event that the Merchant is undergo forensic investigation either by FINEXUS, Payment Brands, Issuing Bank or other authorities, the Merchant shall fully cooperate with the investigation until its completion.
- 33.2. All the costs and expenses incurred by the Merchant during the investigation process shall be fully borne by the Merchant itself.

**(The rest of this page has been intentionally left blank)**

---

#### **Copyright and Confidentiality Statement**

The copyright of this document, which may contain proprietary information, is the property of FINEXUS Cards Sdn Bhd. The document shall not be disclosed, copied, transmitted or stored in an electronic retrieval system, or published in any form, either wholly or in part without prior written consent. The document shall be held in safe custody and treated in confidence

FINEXUS Legal version 6 August 2020