

## **PAYHALAL™ USER AGREEMENT**

### **Overview**

The PayHalal™ User Agreement (this “Agreement”) is a contract between you and Souqa Fintech Sdn Bhd (“PayHalal™”) that governs your use of your PayHalal™ account and the PayHalal™ services. The opening of PayHalal™ account is made through PayHalal™’s prescribed form and is subject to PayHalal™’s requirements, including those as to age, initial and minimum deposit, references and supporting documents acceptable to PayHalal™. PayHalal™ may vary such requirements at any time and from time to time at its absolute discretion with prior notice. By opening and using a PayHalal™ account, you agree to use PayHalal™ Services in accordance with the principles of Shariah and to comply with all of the terms and conditions in this Agreement, so please read all of the terms and conditions carefully. We may amend this Agreement at any time by posting a revised version on our website. The revised version will be effective at the time we post it. If we change this Agreement in a way that reduces your rights or increases your responsibilities, we will provide you with 30 days’ prior notice by posting notice on the Policy Updates page of our website.

### **Opening Your PayHalal™ Account**

PayHalal™ account uses the Shariah principle of *Wadiah Yad’amanah* (safekeeping with guarantee) whereby PayHalal™ shall accept the sum of money deposited and any sum of monies to be subsequently deposited and you shall give consent to the PayHalal™ to utilize or invest with the whole or any part of any monies standing to the credit of your account in the manner that PayHalal™ shall deem fit. Such investment avenue shall be Shariah-compliant. PayHalal™ guarantees payment of the whole sum or any part thereof standing to the credit of the account when demanded. PayHalal™ may at its absolute discretion pay *Hibah* as a gift. Such *Hibah* is decided on voluntary basis, if declared, will be declared based on a method of calculation as may be determined by PayHalal™ at its absolute discretion from time to time with prior notice.

You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that you use to access your PayHalal™ account and the PayHalal™ services. You are responsible for keeping your mailing address, email address and other contact information up-to-date in your PayHalal™ account profile. You also consent to PayHalal™ obtaining your personal and/or business credit report from a credit reporting agency at account opening and whenever we reasonably believe there may be an increased level of risk associated with your PayHalal™ account.

PayHalal™ is entitled to refuse any application to open any account without having to give a reason for the same. The opening, operation and closure of the account will be entirely at the absolute discretion of PayHalal™.

PayHalal™ is not a bank and the deposit is not insured by any governmental agency.

### **Closing Your PayHalal™ Account**

When you close your PayHalal™ account, we may cancel any scheduled or incomplete transactions. In the event you have any amount due to PayHalal™, you must pay PayHalal™ the amount due and any late payment charges on the amount due before you may close your PayHalal™ account. If you have any PayHalal™ balance in your PayHalal™ account, you must withdraw any PayHalal™ balance from your PayHalal™ account prior to closing it. You cannot withdraw PayHalal™ balances associated with digital gift certificates/cards that are purchased through PayHalal™ and linked to your account as payment methods. However, even without your PayHalal™ account, you can still use the codes you received by email when you purchased the gift certificates/cards to make purchases subject to the terms and conditions of the gift codes. You will remain liable for all obligations related to your PayHalal™ account even after the PayHalal™ account is closed.

In certain cases, you may not close your PayHalal™ account, including:

- To evade an investigation.
- If you have a pending transaction or an open dispute or claim.
- If your PayHalal™ account has a negative balance.
- If your PayHalal™ account is subject to a hold, limitation or reserve.

### **Link or Unlink a Payment Method**

You can link or unlink a debit card, credit card or a bank account to your PayHalal™ account as a payment method. Please keep your payment method information current (i.e. credit card number and expiration date). If this information changes, we may update it as directed by your bank or card issuer without any action on your part. You may choose to confirm your card, so that we can verify that the card is valid and that you are the card owner.

### **Holding a PayHalal™ Balance**

Money that you receive from other PayHalal™ account holders is held as a balance in your PayHalal™ account. Any balance you hold represents an unsecured claim against PayHalal™ and is not insured.

### **Adding or Withdrawing Money**

You may transfer money to your PayHalal™ account from any bank account linked to your PayHalal™ account by requesting an electronic transfer from your bank account. You may use the payment methods linked to your PayHalal™ account to fund transactions you make using your PayHalal™ account. If you have balance in your PayHalal™ account, you may withdraw it by:

- Transferring it to a bank account linked to your PayHalal™ account;
- Transferring it to an eligible debit card linked to your PayHalal™ account; (subject to a prescribed fee, which will be deducted from the amount of the withdrawal);
- Requesting a cheque from us (subject to a prescribed fee, which will be deducted from the amount of the withdrawal).

We may delay a withdrawal, in certain situations, including if we need to confirm that the withdrawal has been authorized by you or if other payments to your PayHalal™ account have been reversed (for example, as a result of a chargeback, bank reversal or dispute by a other interested person). Additionally, if we place a limitation on your PayHalal™ account while a withdrawal from your PayHalal™ account is pending, you will have to reinitiate the withdrawal once the limitation has been lifted. We may also set limits on your withdrawals, and you can view your withdrawal limit, if any, by logging into your PayHalal™ account.

We may charge a fee for certain transactions when you are using your PayHalal™ account and the fee would be published on our web site. We reserve the right to adjust, introduce, or increase fees at our own discretion in accordance with Shariah principles and the laws of Malaysia.

### **Managing Your Money in Multiple Currencies**

Your balance shall be held in any of the currencies supported by PayHalal™, and you may hold a PayHalal™ balance in the currency supported by PayHalal™. For the avoidance of doubt, the default currency shall be in Ringgit Malaysia.

Some uses of your PayHalal™ account may require a currency conversion. Such conversion of currency would be according to the rate of your bank. Some examples of situations where a currency conversion is required include:

- Purchasing goods from a seller who accepts payments only in a specific currency which you do not hold in your PayHalal™ account.
- Sending money in a currency that you do not hold at the time of the transaction.
- Sending money using PayHalal™'s products in a currency that you do not hold at the time of the transaction.

- Receiving money in a currency that your PayHalal™ account is not configured to accept.
- Converting your balance from one currency to another, not in connection with any transaction.
- Withdrawing funds from your balance held in a currency other than Ringgit Malaysia to the bank account linked to your PayHalal™ account.
- If you sold something and the transaction must be refunded or reversed, and you do not have the correct currency available in your PayHalal™ balance at the time of the refund or reversal. If PayHalal™ converts the currency, we will use a wholesale exchange rate (adjusted from time to time based on market conditions) to perform the conversion.

When your payment is funded by a debit or credit card and requires a currency conversion, you consent to and authorize PayHalal™ to convert the currency in place of your debit or credit card issuer. You have the right to have your card issuer perform the currency conversion and can choose this option during checkout on your transaction review page before you complete the transaction. If your card issuer converts the currency, you'll be charged a rate set by them (shown on your statement), and you'll be subject to any fees and terms set by them related to the conversion.

### **Account Statements and Requesting Account Records in Writing**

You have the right to receive an account statement showing your PayHalal™ account activity and you may view your PayHalal™ account statement by logging into your PayHalal™ account.

### **Sending Money and Receiving Money**

You can send money using the send money feature in your PayHalal™ account to another PayHalal™ account. If the person to whom you are sending money does not have a PayHalal™ account, they must create a PayHalal™ account to receive the money.

We may, at our discretion, impose limits on the amount of money you can send, including money you send for purchases. You can view your sending limit, if any, by logging into your PayHalal™ account.

Money sent to you will appear in your PayHalal™ account. If someone sends you money in a currency you do not currently hold, you may decline it and return it to the

sender. Alternatively, you can accept it as-is and create a PayHalal™ balance in that currency or accept it and convert it to the primary currency you have selected for your PayHalal™ account. If you choose to convert the funds, you will be charged a currency conversion spread included in the foreign exchange conversion rate.

You can also use the send money feature in your PayHalal™ account to pay for goods or services.

You can buy something from a seller who accepts PayHalal™, in that the seller accepts and that PayHalal™ supports, using the funds in your PayHalal™ account, or using any payment method linked to your PayHalal™ account.

When you authorize a payment to a seller who accepts PayHalal™, some sellers may take up to 30 days to complete the transaction. In these instances, your payment may appear as a pending order in your PayHalal™ account. In that case, your authorization of the payment will remain valid until the seller completes the transaction (but no longer than 30 days). If you used a debit or credit card as the payment method, the transaction would be subject to your bank's terms and conditions. Your debit or credit card issuer also may show a pending authorization for a period of time until they release the hold or receive a completed transaction.

When PayHalal™ identifies a potentially high-risk transaction, we shall review the transaction more closely before allowing it to proceed. When this happens, PayHalal™ will place a hold on the transaction and notify the seller to delay shipping of the item. As a buyer, this may delay your receipt of the item you purchased. If we clear the transaction, we will notify the seller and direct them to ship the item. If we don't clear the transaction, we will cancel it and return the funds to you.

You may cancel a preapproved payment up to 3 Business Days before the date of the next scheduled payment by contacting us through your PayHalal™ account profile or by calling PayHalal™. Once you contact PayHalal™ to cancel a preapproved payment, all future preapproved payments under your agreement with that seller will be stopped. If you cancel a preapproved payment, you may still owe the seller money for the purchase or have additional obligations to the seller for any goods or services that you receive but have not paid for.

If a preapproved payment will vary in amount, you have the right to advance notice of the amount and date of the transfer from the seller at least 10 days before the transfer is made. If the seller provides the option, you may choose to receive this advance notice only when the amount of your preapproved payment will fall outside a range established between you and the seller.

When you buy something from a seller online using PayHalal™ and the transaction is ultimately refunded, the money will be refunded to the original payment method you used for the transaction if you used a debit card or credit card. If you used a bank account or your

PayHalal™ balance as the payment method for the transaction, the money will be refunded to your PayHalal™ balance once the initial payment clears the bank. For purchases you make in a seller's store location that you paid for using your PayHalal™ account and the transaction is ultimately refunded, the money will be refunded to your PayHalal™ balance.

When you buy something from a seller using PayHalal™ that required a currency conversion which PayHalal™ performed, and a refund is issued:

- Within 60 days of the date of the original payment, the exchange rate used at the time of the original payment is used.
- Beyond 60 days of the date of the original payment, the exchange rate on the date of the refund is used.

You can choose any of the payment methods in your PayHalal™ account as your preferred payment method. You can select a preferred payment method in your account preferences on [www.PayHalal™.net](http://www.PayHalal™.net) or in the PayHalal™ app.

When you use your bank account as a payment method, you are allowing PayHalal™ to initiate a transfer from your bank account to the recipient. For these transactions, PayHalal™ will make electronic transfers via Automated Clearing House (“ACH”) from your bank account in the amount you specify.

PayHalal™ will process your debit or prepaid card funded transactions through either the ATM debit network or the Visa, MasterCard or a similar card scheme network supported by PayHalal™. If we process your debit or prepaid card through an ATM debit network, we may provide you with the opportunity to switch to a Visa, MasterCard or a similar card scheme network supported by PayHalal™ by changing your preferences for that debit or prepaid card through your PayHalal™ account profile. Any required currency conversion will be performed by Visa, MasterCard or a similar card scheme network supported by PayHalal™ and may be subject to a fee by that third party.

### **Selling and Accepting Payments**

Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, “taxes”). It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is solely your responsibility to assess, collect, report and remit the correct taxes to the appropriate authority. PayHalal™ is not responsible for determining whether any taxes apply to your transaction, or for calculating, collecting, reporting or remitting taxes arising from any transaction.

### **Restricted Activities and Holds**

In connection with your use of our websites, your PayHalal™ account, the PayHalal™ services, or in the course of your interactions with PayHalal™, other PayHalal™ customers, or third parties, you will not:

- Breach this Agreement, or any other agreement between you and PayHalal™, or violate any PayHalal™ policy.
- Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising).
- Infringe PayHalal™'s or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy.
- Sell counterfeit or haram (forbidden) goods;
- Act in a manner that is defamatory, trade libelous, threatening or harassing;
- Provide false, inaccurate or misleading information;
- Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- Attempt to double dip during the course of a dispute by receiving or attempting to receive funds from both PayHalal™ and the seller, bank or card issuer for the same transaction;
- Control an account that is linked to another account that has engaged in any of these restricted activities;
- Use your PayHalal™ account or the PayHalal™ services in a manner that PayHalal™, Visa, MasterCard, American Express, or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules.
- Allow your PayHalal™ account to have a negative PayHalal™ balance.
- Take any action that imposes an unreasonable or disproportionately large load on our websites, software, systems (including any networks and servers used to provide any of the PayHalal™ services) operated by us or on our behalf or the PayHalal™ services; facilitate any viruses, Trojan horses, malware, worms or other computer programming routines that attempts to or may damage, disrupt, corrupt, misuse, detrimentally interfere with, surreptitiously intercept or expropriate, or gain

unauthorized access to any system, data, information or PayHalal™ services; use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our websites without our prior written permission; or use any device, software or routine to bypass our robot exclusion headers; or interfere or disrupt or attempt to interfere with or disrupt our websites, software, systems (including any networks and servers used to provide any of the PayHalal™ services) operated by us or on our behalf, any of the PayHalal™ services or other users' use of any of the PayHalal™ services.

- Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers or service providers.
- Use the PayHalal™ services to test credit card behaviors.
- Circumvent any PayHalal™ policy or determinations about your PayHalal™ account such as temporary or indefinite suspensions or other account holds, limitations or restrictions, including, but not limited to, engaging in the following actions: attempting to create new or additional PayHalal™ account(s) when an account has a negative PayHalal™ balance or has been restricted, suspended or otherwise limited; creating new or additional PayHalal™ accounts using information that is not your own (e.g. name, address, email address, etc.); or using someone else's PayHalal™ account.
- Harass and/or threaten our employees, agents, or other users.

### **Actions We May Take if You Engage in Any Restricted Activities**

If we believe that you've engaged in any of these activities, we may take a number of actions to protect PayHalal™, its customers and others at any time in our sole discretion. The actions we make take include, but are not limited to, the following:

- Terminate this Agreement and/or close or suspend your PayHalal™ account, and we may refuse to provide the PayHalal™ services to you in the future;
- Limit your access to our websites, software, systems (including any networks and servers used to provide any of the PayHalal™ services) operated by us or on our behalf, your PayHalal™ account or any of the PayHalal™ services, including limiting your ability to pay or send money with any of the payment methods linked to your PayHalal™ account, restricting your ability to send money or make withdrawals;
- Hold your PayHalal™ balance for up to 180 days if reasonably needed to protect against the risk of liability or if you have violated this Agreement;



- Contact buyers who have purchased goods or services from you using PayHalal™, your bank or credit card issuer, other impacted third parties or law enforcement about your actions.;
- Update inaccurate information you provided us;
- Take legal action against you;
- If you've breached this Agreement, then you are also responsible for damages to PayHalal™ caused by your violation of this policy;
- If you are a seller and you violate this Agreement, then in addition to being subject to the above actions you will be liable to PayHalal™ for the amount of PayHalal™'s damages caused by your breach of this Agreement;

You are responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by PayHalal™, any PayHalal™ customer, or a third party caused by or arising out of your breach of this Agreement, and/or your use of the PayHalal™ services. You agree to reimburse PayHalal™, any PayHalal™ customer, or a third party for any and all such liability.

### **Court Orders, Regulatory Requirements or Other Legal Process**

If we are notified of a court order or other legal process (including garnishment or any equivalent process) affecting you, or if we otherwise believe we are required to do so in order to comply with applicable law or regulatory requirements, we may be required to take certain actions, including holding payments to/from your PayHalal™ account, placing a reserve or limitation on your PayHalal™ account, or releasing your funds. We will decide, in our sole discretion, which action is required of us. Unless the court order, applicable law, regulatory requirement or other legal process requires otherwise, we will notify you of these actions. We do not have an obligation to contest or appeal any court order or legal process involving you or your PayHalal™ account. When we implement a hold, reserve or limitation as a result of a court order, applicable law, regulatory requirement or other legal process, the hold, reserve or limitation may remain in place longer than 180 days.

### **Liability for Unauthorized Transactions and Other Errors**

To protect yourself from unauthorized activity in your PayHalal™ account, you should regularly log into your PayHalal™ account and review your PayHalal™ account statement. PayHalal™ will notify you of each transaction by sending an email to your primary email address on file. You should review these transaction notifications to ensure that each transaction was authorized and accurately completed. PayHalal™ will protect you from unauthorized activity in your PayHalal™ account. When this protection applies,

PayHalal™ will cover you for the full amount of the unauthorized activity as long as you cooperate with us and follow the our procedures which includes the following:

- An “Unauthorized Transaction” occurs when money is sent from your PayHalal™ account that you did not authorize and that did not benefit you. For example, if someone steals your password, uses the password to access your PayHalal™ account, and sends a payment from your PayHalal™ account, an Unauthorized Transaction has occurred.
- The following are NOT considered Unauthorized Transactions:
  - If you give someone access to your PayHalal™ account (by giving them your login information) and they use your PayHalal™ account without your knowledge or permission. You are responsible for transactions made in this situation.
  - Invalidation and reversal of a payment as a result of the actions described under Refunds, Reversals and Chargebacks.

#### Reporting an Unauthorized Transaction

If you believe your PayHalal™ login information has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using your login information, email to [support@PayHalal.net](mailto:support@PayHalal.net) and tell us IMMEDIATELY

#### **Error Resolution**

PayHalal™ considers the below, including but not limited to as errors:

- When money is either incorrectly taken from your PayHalal™ account or incorrectly placed into your PayHalal™ account, or when a transaction is incorrectly recorded in your PayHalal™ account.
- You send a payment and the incorrect amount is debited from your PayHalal™ account.
- An incorrect amount is credited to your PayHalal™ account.
- A transaction is missing from or not properly identified in your PayHalal™ account statement.
- We make a computational or mathematical error related to your PayHalal™ account.

- You request receipt or periodic statement documents that PayHalal™ is required to provide to you.
- You request information concerning preauthorized (recurring) transfers to your PayHalal™ account that PayHalal™ is required to provide to you.
- You request additional information or clarification concerning a transfer to or from your PayHalal™ account, including a request you make to determine whether an error has occurred.
- You inquire about the status of a pending transfer to or from your PayHalal™ account.
- You request documentation or other information, unless the request is for a duplicate copy for tax or other record-keeping purposes.

PayHalal™ does not consider the below, including but not limited to as errors:

- If you give someone access to your PayHalal™ account (by giving them your login information) and they use your PayHalal™ account without your knowledge or permission. You are responsible for transactions made in this situation.
- Invalidation and reversal of a payment as a result of the actions described under Refunds, Reversals and Chargebacks.
- Routine inquiries about your PayHalal™ balance.
- Requests for duplicate documentation or other information for tax or other recordkeeping purposes.

In case of Errors or questions about your electronic transfers, inform us in writing of the following detail:

- your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- The amount of the suspected error.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your

account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

For errors involving new PayHalal™ accounts, point-of-sale transactions, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error.

We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

We will rectify any processing error that we discover. If the error results in:

- You receiving less than the correct amount to which you were entitled, then we will credit your PayHalal™ account for the difference between what you should have received and what you actually received.
- You receiving more than the correct amount to which you were entitled, then we will debit your PayHalal™ account for the difference between what you actually received and what you should have received.
- If PayHalal™ does not complete a transaction on time or in the correct amount, then we will be responsible to you for your losses or damages directly caused by this failure, unless through no fault of ours, you did not have enough available funds to complete the transaction;
- If our system was not working properly and you knew about the breakdown when you started the transaction; or
- the error was due to extraordinary circumstances outside our control (such as fire, flood or loss of Internet connection), despite our reasonable precautions.

Processing errors are not:

- Delays that result from PayHalal™ applying holds, limitations or reserves.
- Delays based on a payment review.
- Delays described under How to buy something related to the time it may take for a purchase transaction to be completed in some situations.
- Your errors in making a transaction (for example, mistyping an amount of money that you are sending).

## Remittance Transfer Errors

You may be protected for certain errors when you send money using a PayHalal™ account outside of Malaysia. A “Remittance Transfer” is a transaction that meets the following criteria:

- The payment is sent from a PayHalal™ account;
- The payment is made for personal, family or household purposes;
- The payment is made using the send money feature through your PayHalal™ account;
- The payment amount equals or exceeds RM50.00 (excluding fees charged to you) or the foreign currency equivalent calculated using exchange rates in effect at the time of the transaction, and
- The recipient of the payment has a PayHalal™ account in a country outside Malaysia.

Payments that you make at a merchant website or location by selecting PayHalal™ as a payment option are not “Remittance Transfers.”

The following are NOT considered Remittance Transfer Errors:

- An inquiry about the status of a Remittance Transfer, except where the funds from the transfer were not made available to a designated recipient by the disclosed date of availability;
- A request for information for tax or other recordkeeping purposes;
- A change requested by the designated recipient, or;
- A change in the amount or type of currency received by the designated recipient from the amount or type of currency stated in the disclosure provided you, if we relied on information provided by you in making the disclosure.

If you think there has been a Remittance Transfer Error or problem with your Remittance Transfer, you must inform us in writing with the following detail:

- Your name, address and telephone number;
- The error or problem with the transfer, and why you believe it is an error or problem;

- The name of the person receiving the funds, and if you know it, his or her telephone number or address;
- The amount of the transfer, and;
- The confirmation code or number of the transaction;

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

### **Other Legal Terms**

If you provide us your mobile phone number, you agree that PayHalal™ and its affiliates may contact you at that number using autodialed or prerecorded calls or text messages to: (i) service your PayHalal™ accounts, (ii) investigate or prevent fraud, or (iii) collect a debt. We will not use autodialed or prerecorded calls or texts to contact you for marketing purposes unless we receive your prior express written consent. We may share your mobile phone number with service providers with whom we contract to assist us with the activities listed above, but we will not share your mobile phone number with third parties for their own purposes without your consent. You do not have to agree to receive autodialed or prerecorded calls or texts to your mobile phone number in order to use and enjoy the products and services offered by PayHalal™. You must inform us in writing if you do not wish to receive autodialed or prerecorded calls or texts to your mobile phone number.

PayHalal™ may communicate with you about your PayHalal™ account and the PayHalal™ services electronically. You will be considered to have received a communication from us, if it's delivered electronically, 24 hours after the time we post it to our website or email it to you. You will be considered to have received a communication from us, if it's delivered by mail, 3 Business Days after we send it. You understand and agree that, to the extent permitted by law, PayHalal™ may, without further notice or warning, monitor or record telephone conversations you or anyone acting on your behalf has with PayHalal™ or its agents for quality control and training purposes or for our own protection. You acknowledge and understand that while your communications with PayHalal™ may be overheard, monitored, or recorded not all telephone lines or calls may be recorded by PayHalal™, and PayHalal™ does not guarantee that recordings of any particular telephone calls will be retained or retrievable.

### **PayHalal™'s Rights**

PayHalal™, in its sole discretion, reserves the right to suspend or terminate this Agreement, access to or use of its websites, software, systems (including any networks and servers used to provide any of the PayHalal™ services) operated by us or on our behalf or some or all of the PayHalal™ services for any reason and at any time upon notice to you and, upon termination of this Agreement, the payment to you of any unrestricted funds held in your balance. As security for the performance of your obligations under this Agreement, you grant PayHalal™ a lien on, and security interest in and to, your balance in the possession of PayHalal™. If your balance becomes negative for any reason, that negative balance represents an amount that you owe to PayHalal™. PayHalal™ may deduct these amounts from funds that are added to your PayHalal™ account later, either by you or from payments you receive. If you have more than one PayHalal™ account, we may set off a negative balance in one PayHalal™ account against a balance in your other PayHalal™ account(s). If you continue using your PayHalal™ account when it has a negative balance, you authorize PayHalal™ to combine the negative balance with any debit or transaction sent from your account when that combination is disclosed to you in advance of initiating the debit or transaction.

If you manage your balance in multiple currencies, and the balance for one of the currencies becomes negative for any reason, PayHalal™ may set off the negative balance by using funds you maintain in a different currency. If you have a negative balance in non Ringgit Malaysia for a period of 21 days or longer, PayHalal™ will convert this negative PayHalal™ balance to Ringgit Malaysia. In either case, a currency conversion may be required, and you will be required to pay a currency conversion spread. In addition to the above, if you have a past due amount owed to us, our affiliates, PayHalal™ may debit your PayHalal™ account to pay any amounts that are past due. If any proceeding by or against you is commenced under any provision of the Malaysian Bankruptcy Act 2016, as amended, or under any other bankruptcy or insolvency law, we will be entitled to recover all reasonable costs or expenses (including reasonable legal fees and expenses) incurred in connection with the enforcement of this Agreement. If PayHalal™ invalidates and reverses a payment that you made to a recipient (either at your initiative or otherwise), you agree that PayHalal™ assumes your rights against the recipient and third parties related to the payment, and may pursue those rights directly or on your behalf, in PayHalal™'s discretion. Our failure to act with respect to a breach of any of your obligations under this Agreement by you or others does not waive our right to act with respect to subsequent or similar breaches.

## **Indemnity**

In this section, we use the term “PayHalal™” to refer to our parent company, subsidiaries and our affiliates, and each of their respective directors, officers, employees, agents, joint ventures, service providers and suppliers. Our affiliates include each entity that we control, we are controlled by or we are under common control with.

You agree to defend, indemnify and hold PayHalal™ harmless from any claim or demand (including legal fees) made or incurred by any third party due to or arising out of your breach

of this Agreement, your improper use of the PayHalal™ services, your violation of any law or the rights of a third party and/or the actions or inactions of any third party to whom you grant permissions to use your PayHalal™ account or access our websites, software, systems (including any networks and servers used to provide any of the PayHalal™ services) operated by us or on our behalf, or any of the PayHalal™ services on your behalf.

PayHalal™'s liability is limited with respect to your PayHalal™ account and your use of the PayHalal™ services. In no event shall PayHalal™ be liable for lost profits or any special, incidental or consequential damages (including without limitation damages for loss of data or loss of business) arising out of or in connection with our websites, software, systems (including any networks and servers used to provide any of the PayHalal™ services) operated by us or on our behalf, any of the PayHalal™ services, or this Agreement (however arising, including negligence), unless and to the extent prohibited by law.

### **Limited Liability**

Our liability to you or any third parties in any circumstance is limited to the actual amount of direct damages. In addition, to the extent permitted by applicable law, PayHalal™ is not liable, and you agree not to hold PayHalal™ responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from: (1) your use of, or your inability to use, our websites, software, systems (including any networks and servers used to provide any of the PayHalal™ services) operated by us or on our behalf, or any of the PayHalal™ services; (2) delays or disruptions in our websites, software, systems (including any networks and servers used to provide any of the PayHalal™ services) operated by us or on our behalf and any of the PayHalal™ services; (3) viruses or other malicious software obtained by accessing our websites, software, systems (including any networks and servers used to provide any of the PayHalal™ services) operated by us or on our behalf or any of the PayHalal™ services or any website or service linked to our websites, software or any of the PayHalal™ services; (4) glitches, bugs, errors, or inaccuracies of any kind in our websites, software, systems (including any networks and servers used to provide any of the PayHalal™ services) operated by us or on our behalf or any of the PayHalal™ services or in the information and graphics obtained from them; (5) the content, actions, or inactions of third parties; (6) a suspension or other action taken with respect to your PayHalal™ account; or (7) your need to modify your practices, content, or behavior, or your loss of or inability to do business, as a result of changes to this Agreement or PayHalal™'s policies.

The PayHalal™ services are provided “as-is” and without any representation or warranty, whether express, implied or statutory. PayHalal™ specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.



PayHalal™ does not have any control over the products or services provided by sellers who accept PayHalal™ as a payment method, and PayHalal™ cannot ensure that a buyer or a seller you are dealing with will actually complete the transaction or is authorized to do so. PayHalal™ does not guarantee continuous, uninterrupted or secure access to any part of the PayHalal™ services, and operation of our websites, software, or systems (including any networks and servers used to provide any of the PayHalal™ services) operated by us or on our behalf may be interfered with by numerous factors outside of our control. PayHalal™ will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, debit cards, credit cards, and check issuances are processed in a timely manner but PayHalal™ makes no representations or warranties regarding the amount of time needed to complete processing because the PayHalal™ services are dependent upon many factors outside of our control, such as delays in the banking system or mail service.

### **Arbitration**

If a dispute arises between you and PayHalal™ regarding the PayHalal™ Services, please contact us immediately.

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be decided by arbitration in accordance with the Rules for Arbitration of the Kuala Lumpur Regional Centre for Arbitration.

- i. The appointing authority shall be the Kuala Lumpur Regional Centre for Arbitration.
- ii. The number of arbitrators shall be one.
- iii. The place of arbitration shall be in Kuala Lumpur.
- iv. The language to be used in the arbitration proceedings shall be English.
- v. The law applicable to this contract shall be that of Malaysia.

Any disputes, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by conciliation / mediation in accordance with the Rules for Conciliation of the Kuala Lumpur Regional Centre for Arbitration.

### **Intellectual Property**

All of the intellectual property rights including, without limitation, the PayHalal™ trademark, any other trademarks, trade names, copyright and other rights used or embodied within the PayHalal™'s web site are and will remain PayHalal™'s sole property. You may not copy, imitate or use them without PayHalal™'s prior written consent.

All right, title, and interest in and to the PayHalal™'s web site, any content thereon, the PayHalal™ Services, the technology related to the PayHalal™ Services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of PayHalal™ and its licensors. You warrant that you will not, nor will you attempt to, tamper with, modify, reverse engineer, gain unauthorised access to, or in any way alter any of our software or the PayHalal™'s web site. PayHalal™ reserves the right to close your

PayHalal™ Account immediately, and may take legal action against you if you breach, or if we reasonably suspect that you may have breached, this warranty.

### **Assignment**

You may not transfer or assign any rights or obligations you have under this Agreement without PayHalal™'s prior written consent. PayHalal™ may transfer or assign this Agreement or any right or obligation under this Agreement at any time.

### **Business Days**

References in this Agreement to “Business Day(s)” is to a day (not being a Saturday or Sunday or a public holiday in Kuala Lumpur) on which banks, licensed to carry on banking business under the provisions of the Islamic Financial Services Act 2013, are open for business in Kuala Lumpur, any reference to a “day”, “week”, “month” or “year” is to that day, week, month or year in accordance with the Gregorian calendar; and any reference to a time of day is to Kuala Lumpur time.

### **Dormant Accounts**

If you do not log in to your PayHalal™ account for two or more years, PayHalal™ may close your PayHalal™ account and send the balance to your primary address or, if required, escheat (send) your balance to your state of residency based on the information in your PayHalal™ account. Where required, PayHalal™ will send you a notice prior to escheating any funds in your PayHalal™ account. If you fail to respond to this notice, your balance will be escheated to the applicable authority. If you would like to claim any escheated balance from the applicable authority, please contact the applicable authority’s unclaimed property administrator.

### **Governing law**

This Agreement shall be governed by and construed in all respects in accordance with Shariah principles and the laws of Malaysia and the parties hereof hereby submit to the jurisdiction of the Courts in Malaysia in all matters connected with the obligations and liabilities of the parties under this Agreement.

### **Identity Authentication**

You authorize PayHalal™, directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information, requiring you to provide your date of birth, identification number and other information that will allow us to reasonably identify you, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report from a credit reporting agency, or verifying your information against third party databases or

through other sources. PayHalal™ reserves the right to close, suspend, or limit access to your PayHalal™ account and/or the PayHalal™ services in the event we are unable to obtain or verify this information.

### **No Partnership**

Our relationship with you under this Agreement is as a payment service provider, and PayHalal™ is an independent contractor for all purposes. PayHalal™ is not your agent or trustee and no partnership exists between you, the user and PayHalal™.

### **Privacy**

Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

### **Confidentiality**

If you receive information about another PayHalal™ customer, you must keep the information confidential and only use it in connection with the PayHalal™ services. You may not disclose or distribute any information about PayHalal™ users to a third party or use the information for marketing purposes unless you receive that user's express consent to do so. You may not send unsolicited emails to a PayHalal™ customer or use the PayHalal™ services to collect payments for sending, or assist in sending, unsolicited emails to third parties.

### **Force Majeure**

Notwithstanding any provision of this Agreement, PayHalal™ shall not be liable to users for any failure on the part of PayHalal™ to fulfil any term of this Agreement or any claim in respect of any loss, damage or injury in earnings, profit, goodwill or business caused directly or indirectly or other fault if such failure is caused by force majeure or by circumstances beyond the reasonable control of PayHalal™, including but not limited to any fire, earthquake, flood, epidemic, accident, explosion, casualty, lockout, riot, the action or inaction of any governmental or local authority, strike, boycott, blockade, act of God, act of public enemy, natural catastrophe, embargo, war or civil disturbance.

### **Market disruption**

In the case of market distortion, volatile markets, systems (including third party systems upon which PayHalal™ is reliant) being hacked, and market disruption, PayHalal™ reserves the right to adjust an order if the metal and currency quotes received from PayHalal™'s data source, when the order was placed, is found to be incorrect. PayHalal™ will contact you if an order needs to be adjusted due to incorrect market data, and you may cancel the order if you do not want to trade on the corrected market rate.

### **Waiver**

No relaxation, forbearance, indulgence, failure or delay on the part of PayHalal™ in exercising nor any omission to exercise any right, power, privilege or remedy accruing to PayHalal™ under this Agreement upon any default on your part shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or any acquiescence in such default nor shall any action by PayHalal™ in respect of any default or any acquiescence in any such default affect or impair any right, power, privilege or remedy of PayHalal™ in respect of any other or subsequent default. The rights and remedies herein and therein contained provided are cumulative and not exclusive of any other rights or remedies provided by law.

### **Severability**

If at any time any provision of this Agreement and other policies that you have with PayHalal™ shall for any reason be held by a court or any other competent authority illegal, unlawful, invalid or unenforceable in any respect under the laws of Malaysia or under any Shariah principles, the legality, validity or enforceability of that provision, to the extent required, shall be deemed deleted and the remaining provisions hereof shall not in any way be affected or impaired thereby.

### **Rights of third parties**

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

### **Web Site Content**

Although the web site is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the web site are available to all persons or in all geographic locations, or appropriate or available for use outside of Malaysia. PayHalal™ reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the web site is void where prohibited. If you choose to access the web site from outside Malaysia, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

### **Notices**

Except as otherwise expressly stated in this Agreement, all notices to PayHalal™ shall be in writing and delivered, via courier or certified or registered mail or electronic mail, to PayHalal™, Attention: [admin@PayHalal™.net] or any other address provided by PayHalal™. All notices to you shall be delivered to your mailing address or e-mail address as provided by you in your account information, as updated by you pursuant to this Agreement. Unless you choose to opt-out of receiving marketing notices, you authorise PayHalal™ to notify you as our customer, via commercial e-mails, telephone calls and other means of communication, of information that we deem is of potential interest to you, including without limitation communications describing upgrades, new products and services or other information pertaining to the Services or other PayHalal™ offerings relating to Internet security or to enhancing your identity on the Internet. Notwithstanding the above, Merchant shall not have the right to opt-out of service or support notices relating to the Services, including without limitation, notices of service modifications, security, performance issues or technical difficulties.

### **Goods and Services Tax (GST)**

It is hereby agreed that all amounts payable under this Agreement is exclusive (unless otherwise stated) of any value added tax, goods and services tax or any other tax of a similar nature which might be chargeable in connection with that amount. If any such tax applies, you must pay so to PayHalal™ or its authorized agents.

Where the terms of this Agreement require you to reimburse PayHalal™ or its authorized agent for any costs or expenses, you agree to pay and indemnify PayHalal™ or its authorized agent against all value added tax, goods and services tax or any other tax of a similar nature incurred by PayHalal™ or its authorized agent.

### **Currency**

Any and all monetary amounts displayed in the web site are in Ringgit Malaysia. PayHalal™ itself does not charge currency conversion fees and shall not be liable for any fees, charges, or conversion rates on international transactions which may be charged by credit card issuers, financial institutions, or banks.

### **PayHalal™ Mobile Application**

If you use the PayHalal™ mobile application, you are responsible for any fees that your phone service provider charges for such use, including fees for SMS or data usage. Your phone service provider is not the provider of the PayHalal™ Services.

### **Anti Money Laundering, Anti Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (Act 613) of Malaysia**

(a) You shall ensure yourself that you have never and would not:

- i. engage, directly or indirectly, in a transaction that involves proceeds of any unlawful activity; or
  - ii. acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose, use, remove from or brings into Malaysia proceeds of any unlawful activity; or
  - iii. conceal, disguise or impede the establishment of the true nature, origin, location, movement, disposition, title of, rights with respect to, or ownership of, proceeds of any unlawful activity; and
  - iv. you confirm to PayHalal™ that you will not be involve in any money laundering activity/ies within the meaning of Section 3 of the Anti Money Laundering, Anti Terrorism Financing and Proceeds of Unlawful Activities Act 2001 of Malaysia.
- (b) PayHalal™ shall comply with the any regulatory requirement to report transactions that exceeds a specific threshold amount, is suspicious in nature and there are reasonable grounds the proceeds are generated from an unlawful activity, to the Financial Intelligence Unit in Bank Negara Malaysia without alerting you on the matter.

### **Successors Bound**

This Agreement shall be binding upon the successors-in-title and permitted assigns of the users and on the successors-in-title and assigns of PayHalal™.