

1. Terms & Conditions of FPX

General

FPX and the Subscriber are to read, agree, and accept the terms and conditions contained herein and the Privacy Policy. If the Subscriber does not accept these terms and conditions, the Subscriber may discontinue access to FPX's online services by informing FPX in writing of the Subscriber intention to discontinue.

In this terms and conditions, "Subscriber" means any person or entity using the FPX Online Payment Services, unless otherwise stated.

"FPX" will refer collectively to FPX Gateway Sdn Bhd unless otherwise stated. All references to a Bank include the Subscriber's Bank or Seller's Bank that the Subscriber is dealing with.

FPX may amend this terms and condition subject to the Subscriber receiving sufficient notice from FPX.

1. Release

In the event that the Subscriber have a dispute with the Subscriber seller, which was not due to FPX or FPX's Online Payment Services, the Subscriber shall release FPX and (and our officers, directors, agents, subsidiaries, joint ventures and employees) from any and against all claims, actions, losses, demands, costs, expenses and damages (actual and consequential) including legal costs on full indemnity basis of every kind and nature that the Subscriber may incur or suffer arising out of or in any way connected with such disputes.

2. Disclaimer

The materials and information contained in FPX switching services, including but not limited to services, information, data, text, graphics, audio, video, links or other items, are provided by FPX as on available basis. References to material and information contained in the website include such material and information provided by third parties.

FPX does not make any expressed or implied warranties, representations or endorsements including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of the online services, the material, information and/or functions therein contained and expressly disclaims liability for errors and omissions in such materials, information and/or functions. Without derogation of the above and/or the terms and conditions of the applicable agreements governing all the products and services of FPX, reasonable measures will be taken by FPX to ensure the accuracy and validity of all information relating to transactions and FPX Online Payment service which originate exclusively from FPX.

In addition, FPX does not warrant or represent that access to the whole or part(s) of this online service, the materials, information and/or functions contained therein will be provided uninterrupted or free from errors or that any identified defect will be corrected, or that there will be no delays, failures, errors or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system.

The materials, information and functions provided in this website shall not under any circumstances be considered or construed as an offer or solicitation to sell, buy, give, take, issue, allot or transfer, or as the giving of any advice in respect of shares, stocks, bonds, notes, interests, unit trusts, mutual funds or other securities, investments, loans, advances, credits or deposits in any jurisdiction.

The Subscriber shall be responsible to evaluate the quality, adequacy, completeness and usefulness of all services, content, advice, opinions and other information obtained or accessible through the FPX online service; further the Subscriber should seek professional advice at all times and obtain independent verification of the materials and information provided herein prior to making any decision to transact using this FPX Online Payment Services based on any such materials or information.

3. Links

Links from or to websites outside of this online service are meant for initiating payment, connecting to the Subscriber Bank's Internet banking website and for convenience only. Such linked websites are owned and operated by third parties and as such are not under the control of the FPX. Therefore FPX shall not be responsible and makes no warranties in respect of the contents of those websites, the third parties named therein or their products and services. Furthermore, the links provided in this online service shall not be considered an endorsement or verification or approval of such linked websites or the contents therein. Linking to any other site is at the Subscriber sole risk and FPX will not be responsible or liable for any damages losses and actions which may arise out of or in connection with the linking of website. It is advisable for the Subscriber to read the privacy policy statements (if any) of any websites which are linked to FPX online service.

4. Copyright

Unless otherwise indicated, the copyright in FPX Online Payment Service and its contents, including but not limited to the text, images, graphics, sound files, animation files, video files, and their arrangement, are the property of the FPX, and are protected by applicable Malaysian and international copyright laws. No part or parts of this online service may be modified, copied, distributed, retransmitted, broadcast, displayed, performed, reproduced, published, licensed, transferred, sold or commercially dealt with in any manner without the expressed prior written consent of FPX.

The Subscriber also may not, without FPX's expressed prior written consent, insert a link to this online service on any other website, frame or "mirror" any material contained on this online service on any other server.

Any such unauthorized reproduction, retransmission or other copying or modification of any of the contents of FPX Online Payment Service may be in breach of statutory or common law rights which could be the subject of legal action.

FPX disclaims all liability which may arise from any unauthorized reproduction or use of the contents of this FPX Online Payment Service.

5. Exclusion of Liability

Unless due to gross negligence by FPX, FPX and/or its partners herein shall not be liable for any loss or damages howsoever arising including without limitation, direct or indirect, special, incidental, consequential or punitive damages, or loss profits or savings arising in connection with the Subscriber access or use or the inability to access or use the FPX Online Payment Services (or any third party link to or from FPX Online Payment Service), reliance on the information contained in the online service, any technical, hardware or software failure of any kind, the interruption, error, omission, delay in operation, computer viruses, or otherwise.

This exclusion clause shall take effect to the fullest extent permitted by law.

6. Indemnity

Unless due to gross negligence by FPX, the Subscriber shall irrevocably and unconditionally agree to indemnify and keep indemnified FPX from all actions, liabilities, claims, losses, expenses and damages, including any legal fees that may be incurred by FPX in connection with or arising from the following:

- (1) your use or misuse of the online services provided herein, or
- (2) your breach of these terms and conditions howsoever occasioned, or
- (3) any intellectual property right or proprietary right infringement claim made by a third party against FPX in connection with the Subscriber use of this online service.

7. Access Termination

FPX reserves the right to terminate and/or suspend the Subscriber's access and/or use to the FPX Online Payment Services at any time by giving a seven (7) days written notice should you violate any of these terms and conditions, or violate the rights of FPX.

8. Governing Law

These terms and conditions are governed by and are to be construed in accordance with the laws of Malaysia. By subscribing FPX Online Payment Services, both Parties are agreeable to the exclusive jurisdiction of the Malaysian courts in Kuala Lumpur, Malaysia.

FPX makes no representation that the materials, information, functions and/or services provided on this website are appropriate or available for use in jurisdictions other than Malaysia.

I/We _____ (name of company)

having a principal office at _____

Hereby agree to be bound by the terms and conditions as provided in this Agreement as the same day, by notification, be amended or supplemented from time to time.

- Date: _____
- Name of Authorised Signatory: _____
- Designation: _____
- NRIC No: _____

- Signature: _____

- Witness' Signature: _____
- Witness' NRIC No.: _____

- Company Stamp: _____