

Terms of Service

1. INTRODUCTION

1.1. Welcome to Payright (<https://www.payright.my/>) platform, referred as "Site" hereinafter. Please read the following Terms of Service carefully before using this Site or opening a Payright account ("Account") for the use of our Services (defined hereinafter) so that you are aware of your legal rights and obligations with respect to Payright Sdn. Bhd. and its affiliates and subsidiaries (individually and collectively, "Payright", "we", "us" or "our").

1.2. Before using our Services (defined hereinafter), you must read and accept all the terms and conditions in, and linked to, our Terms of Service. In addition, you must consent to the processing of your personal data as described in the Privacy Policy linked hereto.

1.3. Payright reserves the right to change, modify, suspend or discontinue all or any part of our Site or Services at any time or upon notice as required by local laws. Payright may release certain services or their features in a beta version, which may not work correctly or in the same way the final version may work, and we shall not be held liable in such instances. Payright may also impose limits on certain features or restrict your access to parts of, or the entire, Site or Services in its sole discretion and without notice or liability.

1.4. Payright reserves the right to refuse to provide you access to our Site or Services or to allow you to open an Account with us for any reason.

BY USING PAYRIGHT'S SERVICES OR OPENING AN ACCOUNT WITH PAYRIGHT, YOU GIVE YOUR IRREVOCABLE ACCEPTANCE OF AND CONSENT TO THE TERMS OF THIS AGREEMENT, INCLUDING THOSE ADDITIONAL TERMS AND CONDITIONS AND POLICIES REFERENCED HEREIN AND/OR LINKED HERETO. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE OUR SERVICES OR ACCESS THE SITE.

2. SERVICE OFFERING

2.1. Payright provides technical services via the **Payright Platform** (referred as **Platform** hereinafter) that enables merchants to initiate online transactions, which include:

- i. collecting transaction data and forwards it to an agreed third-party **payment service agent (PSA)**.
- ii. services related to settlement to you with respect to such Transaction and the routing of Transactions by us for authorization, clearing and/or settlement purposes directly with the relevant Payment Scheme or via the Third-Party Payment Partner; and
- iii. All other services, software, and mobile application that we may offer from time to time.
- iv. Merchants maintain direct relationships with PSPs; Payright does not handle transaction funds.
- v. the Payright application, an interface, and documentation for merchant system integration.

2.2. These terms of services shall govern your use of Payright services.

2.3. For the avoidance of doubt, any third-party scripts or code, linked to or referenced from the Services, are licensed to you by the third parties that own such scripts or code, not by us.

2.4. For clarification purposes, when providing our Services, we are not to be construed as owing any fiduciary duty to you in respect of the payments made by your Customers through our System.

3. DATA PRIVACY

3.1. Payright values your privacy. Our Privacy Policy details how we collect, use, disclose, and process your personal data and User Information. By using our Services or submitting your information, you acknowledge and consent to these practices. Please review the Privacy Policy carefully to understand your rights and obligations.

3.2. We process Personal Data in compliance with the Personal Data Protection Act 2010 ("PDPA"). Personal Data, as defined under the PDPA, will be processed solely for purposes related to these Terms of Service and will not be further processed in a manner inconsistent with such purposes.

4. ONBOARDING, ACCOUNT AND SECURITY

4.1. To access our Services, you must register on our Site as an authorised representative of your organisation (subject to verification of your authority). Registration requires creating an Account by selecting a unique user ID and password and providing certain personal details.

4.2. You are subject to our customer due diligence and Know-Your-Customer ("KYC") procedures before onboarding and during the course of your use of our Services. You authorise us to conduct background checks, including credit, sanctions, PEP, adverse media, and corporate structure reviews, through registered credit reporting agencies and in compliance with the Credit Reporting Agencies Act 2010 and the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLA"). You must promptly provide requested documentation, including incorporation and statutory records, business details, and ownership structure.

4.3. Your Account may allow access to third-party products, websites, or services integrated with our platform. Payright is not responsible for the content, policies, or practices of such third-party services. Your use of them is governed by their respective terms and policies, which may differ from ours.

4.4. You agree to: (a) keep your password confidential and use only your registered credentials to access the Site; (b) log out after each session; (c) notify Payright immediately of any unauthorised use of your Account or credentials; and (d) ensure your Account information remains accurate. You are fully responsible for all activities under your Account, whether authorised or not. Payright is not liable for any loss arising from unauthorised access or your failure to comply with this clause.

4.5. Payright may, at its sole discretion and without prior notice, suspend, restrict, or terminate your Account and related activities, including cancelling transactions, removing content, or withholding payments. Grounds may include but are not limited to: (a) prolonged inactivity; (b) breach of these Terms; (c) illegal, fraudulent, or abusive conduct; (d) suspicious transactions; (e) breach of third-party payment processor ("TPPP") or payment scheme rules; or (f) conduct detrimental to Payright's interests. Unlawful activity may be reported to authorities. In the event of legal disputes or regulatory action, Payright may immediately terminate your Account without notice.

5. MERCHANT OBLIGATIONS

5.1. You agree to comply with all applicable laws in Malaysia and any other jurisdictions in which you operate.

5.2. You acknowledge that Payright is not liable for losses resulting from third-party fraudulent or illegal transactions and agree to indemnify Payright in accordance with Clause 11.

5.3. You must perform payment verifications with customers and/or payment channel operators upon our request or when required by such operators, particularly in cases of suspected transaction irregularities.

5.4. You warrant that all information provided during onboarding is accurate and complete and agree to promptly notify us of any changes.

5.5. You must clearly display on your website your business name, address, contact details, URL, product/service descriptions, pricing, purchase steps, transaction completion point, and shipping, return, and refund policies.

5.6. Payright grants you a limited, revocable license to use its Services. All trademarks, logos, and proprietary content remain the intellectual property of Payright or its licensors. No rights are granted to use or reproduce such intellectual property.

5.7. You agree to comply with all applicable IP and content protection laws. You must not copy, distribute, modify, frame, or replicate any part of the Site or Services without prior written consent. Use of automated tools (e.g., bots, spiders) to monitor or access the Site is prohibited.

5.8. Unless explicitly stated otherwise, you authorise Payright to display your name, logo, or trademark on its Site and in marketing materials solely to identify you as a client.

5.9. You must retain transaction receipts for at least seven (7) years and provide them within five (5) business days upon request. You authorise Payright to share such information with payment channel operators as required.

5.10. You must promptly inform us of any significant product defects, logistical issues, or service delivery failures that may result in chargebacks or refunds.

5.11. You are solely responsible for resolving customer disputes related to the sale of goods or services via our system. Payright is not liable for any claims regarding product quality, pricing, delivery, or other related issues.

5.12. You must not use our system for transactions involving items prohibited or restricted under applicable laws and legal provisions

5.13. The merchant undertakes to strictly adhere to statutory provisions in its offers. It will not offer illegal content. It will not offer any content, services, or similar in violation of Malaysian Laws. In addition, PAYRIGHT excludes certain product categories from the outset, such as and not limited to:

- Direct Marketing
- Outbound telemarketers
- Direct Marketing
- Multi-level marketing businesses
- Rebate-based business and up-sell Unlicensed Multi-level marketing merchants
- Telemarketing
- Time sharing
- Sell counterfeit goods
- Selling items / services that relates to transactions involving (a) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, Eg: Drug paraphernalia, prescription and controlled medicines
- Operate business that encourage, promote, facilitate or instruct others to engage in illegal activity, including violence, racial or other forms of intolerance that is discriminatory or the financial exploitation of a crime
- Sale of stolen goods including digital and virtual goods, Tobacco, E-Liquids and E-Cigarettes product/service must be legal to be sold in the area that you are selling from and to the state/country you are selling to. The website must have a disclaimer of item not sellable to buyers below 18 years old. PAYRIGHT ONLY allows local transactions under this category of business activity.
- Fireworks and hazardous materials
- Items encouraging illegal activity

5.14. You acknowledge that Payright is subject to the terms of applicable laws, TPPPs, Payment Schemes, and Payment Channels. You agree to be bound by these terms, including any updates, and acknowledge that such terms take precedence in the event of a conflict with this Agreement.

5.15. You must implement and maintain adequate internal controls to comply with standards issued by relevant TPPPs, Payment Schemes, or Payment Channels to mitigate transaction fraud. "Standards" include all relevant laws, rules, policies, and operational procedures, including manuals or bulletins, as amended from time to time.

6. TRANSACTION, AUTHORISATION & SETTLEMENT

6.1. The acceptance and processing of Transaction(s) shall not in any way be binding on us and we shall not honour any Transaction(s) which in our opinion is not genuine.

6.2. Authorization of a transaction does not guarantee payment to you nor is it a guarantee that it will not be subject to a Charge Back or other rights of reduction or set-off under this Terms of Service in relation to such Transaction. 6.3. For the purpose of authorization of Transactions, Payright may at its sole discretion route the Transactions directly to its designated Payment Scheme or Third-Party Payment Partner.

6.4. Subject to Clause 6.5 and Clause 7, we will remit the payment of the Settlement Funds to your designated bank account in respect of each completed Transaction.

6.5. Notwithstanding anything contained herein, the amount of Settlement Funds due in respect of Transactions shall be deducted for the followings:

- 6.5.1. The Service Charges due as described in Clause 7;
- 6.5.2. Refunds in accordance with Clause 7;
- 6.5.3. Charge Back, fines and penalties passed on to us by the TPPP and/or Payment Scheme in respect of your Transactions;
- 6.5.4. Disputed Transactions and any amounts required to cover potential or expected Refunds, Charge Back or Disputed Transactions;
- 6.5.5. Any applicable taxes (including Sales and Service Tax at 6%), assessments or duties that may be introduced by the relevant authorities, which may vary from time to time;
- 6.5.6. Withholding tax (both domestic and international Payment Channels);
- 6.5.7. Foreign telegraphic transfer fee for overseas bank account settlement and foreign Payment Channels; and/or
- 6.5.8. Foreign exchange rate fluctuation (forex conversion for international Payment Channels).

6.6. If the settlement is below the minimum settlement amount, such settlement shall be carried forward to the next settlement date. In the event that the value of all items listed in Clause 6.5.1 to 6.5.8 exceeds the value of all Transactions falling due for settlement on the day due for settlement, the resulting shortfall may be held over by us for deduction against the following settlement when it shall be deducted from that settlement together with any interest due. Notwithstanding anything contained herein, we reserve the right at any time to require payment (including by directly debiting the charges to your account balances) of all or part of such shortfall in such currency as we may determine.

6.7. Settlement payment by us to you shall be in the settlement currency of Ringgit Malaysia and all foreign currencies will be converted to the currency of Ringgit Malaysia. We shall use the respective local bank's prevailing bank exchange rates as the conversion rates.

6.8. We may hold back from the settlement any amounts reasonably required to cover potential or expected Refunds, Charge Back, or Disputed Transactions.

7. SERVICE FEES, DISPUTED TRANSACTIONS & REFUNDS

7.1. In consideration for the Services provided, you agree to pay Payright the following non-refundable fees, where applicable:

- a. Signup Fee (one-time);
- b. Annual Maintenance Fee;
- c. Transaction Fee for each transaction processed via the respective Payment Channels (deducted from customer payments);
- d. Telegraphic Transfer Charges imposed by financial institutions;
- e. Refund Service Fees for each refund processed; and
- f. Chargeback Fees for each applicable chargeback.

7.2. Fees shall follow the pricing listed in your onboarding email and/or Account dashboard. In the event of a discrepancy, the dashboard pricing shall prevail.

7.3. Payright reserves the right to recover all applicable fees by debiting your account balance in the event of insufficient settlement funds. If payments remain outstanding, Payright may suspend or terminate Services and charge additional fees incurred in handling disputes, refunds, chargebacks, or related matters.

7.4. If Maintenance Fees, Chargebacks, or other outstanding charges remain unpaid for more than seven (7) days after their due date, Payright may suspend your account and withhold settlements. The account will be reinstated within one (1) business day of full payment.

7.5. You agree to pay a security deposit as determined by Payright. Payright may adjust the deposit amount at its sole discretion to offset potential future chargebacks or disputes. Reserves may be withheld from settlements to cover such liabilities, and you shall reimburse any shortfall upon request, including legal or collection costs.

7.6. Payright may impose a Trading Limit on settlement amounts and adjust it with notice. Transactions exceeding the limit may be declined. Payright also reserves the right to restrict transaction frequency or value for security reasons and may reject any transaction suspected to be fraudulent or erroneous.

7.7. You acknowledge that Payright is not responsible for detecting or preventing losses arising from fraud or erroneous payments, and you bear full responsibility for any customer disputes.

7.8. Payright may assist by providing information regarding a disputed transaction but holds no obligation to investigate. Investigations shall be conducted by the Royal Malaysia Police Cyber Crime Unit.

7.9. In card-related chargebacks, the card issuer's decision shall be final. Where applicable, Payright will provide notice and reasons for the chargeback and may debit your account accordingly to recover associated costs.

7.10. If notified of a disputed or invalid transaction, Payright will inform you by email, and when available, provide supporting reasons. You must investigate and resolve disputes within

fourteen (14) days and follow the prescribed chargeback handling procedures. Payright may suspend transaction processing or withhold related settlements until investigation is completed satisfactorily.

7.11. Where Payright reasonably anticipates a chargeback, it may retain the corresponding settlement amount for up to six (6) months and require you to provide additional funds within one (1) week of notice.

7.12. For refunds, amounts will be debited from your account upon receipt of a formal request submitted through your Account or via official signed correspondence on company letterhead.

7.13. Refunds will only be issued to the original payment source (e.g., card or bank account) and not to alternative methods. Refund Service Fees may apply.

7.14. Refund requests will be processed in accordance with the applicable timelines and procedures set by the relevant Payment Scheme or TPPP.

8. DISCLAIMERS

8.1. The Services are provided “as is”, without any warranties, representations, or guarantees from Payright, whether express, implied, or statutory. This includes, but is not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, performance, or accuracy. Payright makes no guarantee that the Services or Site will be uninterrupted, timely, secure, error-free, or free from harmful components such as viruses, worms, trojans, or other malicious code.

8.2. You acknowledge that the entire risk arising from your use of the Site and/or Services lies solely with you, to the fullest extent permitted by law.

9. EXCLUSIONS AND LIMITATIONS OF LIABILITY

9.1. To the maximum extent permitted by law, Payright shall not be liable—whether in contract, tort (including negligence), warranty, strict liability, or otherwise—for:

- (i) Any loss of use, profits, revenue, data, goodwill, or failure to complete a transaction, whether direct or indirect; or
- (ii) Any indirect, incidental, special, or consequential damages arising from or related to your use or inability to use the Site or Services, even if Payright has been advised of the possibility of such damages.

9.2. Your sole remedy for dissatisfaction with the Services is to terminate your Account and discontinue use of the Services.

9.3. If Payright is found liable by a court of competent jurisdiction, including for gross negligence, its total liability shall be limited to MYR 10 (Ten Ringgit Malaysia).

9.4. Nothing in this Terms of Service excludes or limits liability for death or personal injury caused by Payright's negligence, fraud, or any other liability that cannot be lawfully limited or excluded.

10. YOUR REPRESENTATIONS AND WARRANTIES

10.1. You represent and warrant that:

- a. You are duly authorised by your organisation and empowered to enter and perform obligations under this Terms of Service;
- b. You have obtained all necessary licences, approvals, and authorisations to lawfully conduct your business;
- c. You will use the Services solely for lawful purposes and in full compliance with this Terms of Service and all applicable laws, regulations, codes, guidelines, and policies;
- d. You will adhere to the terms, procedures, and updates of the relevant Third-Party Payment Provider (TPPP) and Payment Scheme throughout the duration of this agreement;
- e. You will promptly provide original documentation or supporting materials related to any Transaction upon request;
- f. You will permit Payright representatives to conduct site visits and take photographs of your business premises if requested;
- g. You will notify Payright in writing of any changes to your corporate, business, or banking details without delay;
- h. You will actively promote the use of Payright's System to your customers;
- i. You will not disclose or share Transaction-related information with any unauthorised third party;
- j. You will not seek unauthorised access to the System, especially to access data belonging to other merchants;
- k. You will not use the System to conduct or facilitate fraudulent, illegal, immoral, or IP-infringing activities;
- l. You will not knowingly process Transactions that are illegal or should reasonably be known to be illegal;
- m. You will not use Payright's intellectual property—including trademarks, trade names, or patents—without prior written consent, except as expressly permitted herein;
- n. You will not hold yourself out as an agent or representative of Payright.

10.2. If, in Payright's sole and absolute discretion, you are found to be in breach of any of the above warranties, undertakings, or obligations, Payright may suspend your ability to process Transactions, terminate your Account, and/or terminate this Terms of Service without prejudice to any other remedies available.

11. INDEMNITY

11.1. You agree to indemnify, defend, and hold harmless Payright, including its shareholders, affiliates, subsidiaries, directors, officers, agents, employees, co-branders, and partners (collectively, the "Indemnified Parties"), from and against any and all claims, actions, proceedings, liabilities, damages, losses, settlements, penalties, fines, and costs (including reasonable legal and dispute resolution expenses) arising from or in connection with:

- a. Any act, omission, negligence, or default by you or your employees, agents, licensees, or customers;
- b. Any fraudulent or unlawful transactions initiated by you or your representatives;
- c. Any claim of defamation (libel or slander) linked to your use of the Services or Transactions;
- d. Penalties or claims imposed by a TPPP or Payment Scheme arising from your Transactions;
- e. Any directive issued to Payright by an authority requiring payment due to fraudulent or illegal transactions beyond Payright's control;
- f. Any breach by you of the provisions of this Terms of Service;
- g. Any actual or alleged infringement of third-party rights, including intellectual property, arising from your use of the Services;
- h. Any negligent or wilful misconduct by you, your employees, agents, subcontractors, or other representatives.

12. RIGHT OF TERMINATION

12.1. Termination due to your default:

12.1.1. Upon the happening of any of the events set out below we may, at our absolute discretion, forthwith, by giving notice in writing to you, terminate this Terms of Service without prejudice to any other remedy we may have against you:

- a. If and whenever there shall be a breach of or non-observance or non- performance of any of the terms, covenants or conditions contained herein and on the part of you and/or your employees to be observed and performed, including failure to pay any of the Service Fees herein stipulated;
- b. Any judgment obtained against you remains unsatisfied for more than fourteen (14) days or you shall have your property seized under any distress or execution process, makes any arrangements with or assignment for the benefit of your creditors or become a bankrupt or is the subject of any winding up proceedings or makes any arrangements or composition with your creditors;
- c. You have a receiver or a receiver and manager appointed over the whole or in part of your property or undertake or has an official manager appointed pursuant to the provisions of the Companies Act 2016 or any other legislation in substitution therefore or a special administrator appointed pursuant to the Pengurusan Danaharta Nasional Berhad Act 1998;
- d. You default in performing or observing any terms, covenants or conditions to be observed or performed by it under any mortgage or other encumbrance over your assets and such default materially affects your ability to perform your obligations under this Terms of Service;
- e. You being a partnership changes your partner without our prior written approval or is terminated or dissolved except in the event of death of a partner;
- f. Where you are a corporation, the control over you by the shareholders who are shareholders as at the date of this Terms of Services passed by them to other persons or corporation without the prior written approval of us first being had and obtained; or

g. You are engaged in or suspected of engaging in fraudulent, illegal or immoral activities or you are conducting or suspected of conducting fraudulent, illegal, immoral or infringing third parties intellectual property, transactions through our System. For termination pursuant to this clause, we shall hold settlement funds for up to 180 days;

h. Act of God, war, fire, riot, terrorism, earthquake, actions of federal, state or local governmental authorities, action of financial institution authorities or for any other reason beyond your reasonable control; and

i. You have breached the provisions and letter of spirit of this Terms of Service and

j. You have allowed Transactions of Banned Items.

12.1.2. Upon termination of this Terms of Service, the following provisions shall apply:

a. any pending Transactions to be performed using our system will be cancelled;

b. you shall within thirty (30) days from the date of termination pay all monies which are due and payable to us; and

c. our obligation to reimburse you shall cease on the effective date of such termination and we shall not be obliged or bound to make any payment on any Transaction completed after the date of termination.

12.2. Upon termination of this Terms of Service, you shall forth with return to us, at your own cost and expenses, all documentation and Terminal provided by us pursuant to this Terms of Service.

12.3. Upon termination of this Terms of Service, the Security Deposit, if any, will be returned to you after six (6) months of the date of termination free from any interest.

12.4. Upon the happening of any of the events set out below we may, at our absolute discretion, forthwith, by giving notice in writing to you, terminate this Terms of Service without prejudice to any other remedy we may have against you: act of god, war, fire, riot, terrorism, earthquake, actions of federal, state or local governmental authorities, action of financial institution authorities or for any other reason beyond the reasonable control of us.

12.5. Notwithstanding any other clause in this Terms of Service, we may at any time, and without cause, terminate this Terms of Service in whole or in part, upon giving not less than thirty (30) days written notice to you.

12.6. Upon termination of this Terms of Service whatsoever caused, any payments or obligations due from you to us, or from us to you, will become due and payable within 30 days. For merchant who is waived for the Security Deposit, the due payment from us to you shall be payable after six (6) month from the date of termination.

12.7. For any inactive merchant as determined by us and/or upon the termination of the Terms of Service and in the event that we have failed to contact you and/or that your bank account is no longer valid for us to remit any amount due to you or amount left in the Account, we shall have the right to deal with the monies in accordance to provisions of the Unclaimed Moneys Act, 1965.

13. SUSPENSION

13.1. We shall not be liable or responsible to you in any manner whatsoever for any failure to perform any of our obligations contained in this Terms of Service if such failure is by reason of the introduction, imposition or variation of any law or any directive of any authority or any agency of any state or any change in the interpretation or application thereof, it is or will become unlawful, or contrary to any such directive, or impractical without breaching such law or directive, for us to give effect to our obligations under this Terms of Service.

13.2. In the occurrence of such an event for the reason stated above, we shall, at our absolute discretion, immediately suspend you from carrying out further Transactions without giving any notice.

13.3. Notwithstanding any other rights available under this Terms of Service, we shall, at our absolute discretion, suspend you from any further Transaction in the event there is no transaction recorded within 180 days consecutively. For the avoidance of doubt, we shall first issue a notice of potential suspension in the event there is no Transaction recorded within 90 days consecutively, and you shall do the necessary to ensure the availability of active Transaction. In the event there is still no Transaction recorded within 180 days consecutively, we shall suspend your Account immediately and shall have the right to terminate this Terms of Service.

14. SEVERABILITY

14.1. If any provision of the Terms of Service shall be deemed unlawful, void, or for any reason unenforceable under the law of any jurisdiction, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions in such jurisdiction nor the validity and enforceability of the provision in question under the law of any other jurisdiction.

15. GOVERNING LAW

15.1. The Terms of Service shall be governed by and construed in accordance with the laws of Malaysia without regard to its conflict of law rules. Unless otherwise required by applicable laws, any dispute, controversy, claim or difference of any kind whatsoever shall arise out of or relating to the Terms of Service against or relating to Payright under this Terms of Service shall be referred to and finally resolved by the courts of Malaysia.

16. GENERAL PROVISIONS

16.1. Payright reserves all rights not expressly granted herein.

16.2. Payright may modify this Terms of Service at any time by posting the revised Terms of Service on the Site. Your continued use of the Services after such changes have been posted shall constitute your acceptance of such revised Terms of Service.

16.3. You may not assign, sublicense or transfer any rights granted to you hereunder or subcontract any of your obligations.

16.4. Nothing in the Terms of Service shall constitute a partnership, joint venture or principal-agent relationship between you and Payright, nor does it authorise you to incur any costs or liabilities on Payright's behalf.

16.5. The failure of Payright at any time or times to require the performance of any provision hereof shall in no manner affect its right at a later time to enforce the same unless the same is waived in writing.

16.6. The Terms of Service are solely for your and our benefit and are not for the benefit of any other person or entity, except for Payright's affiliates and subsidiaries (and each of Payright's and its affiliates' and subsidiaries' respective successors and assigns).

16.7. The terms set forth in this Terms of Service and any agreements and policies included or referred therein constitute the entire agreement and understanding of the parties with respect to the Services and the Site and supersede any previous agreement or understanding between the parties in relation to such subject matter. The parties also hereby exclude all implied terms in fact. In entering into the agreement formed by the Terms of Service, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out in the Terms of Service. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this section it might otherwise have had in relation to any of the foregoing. The Terms of Service may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms.

16.8. You agree to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and corruption including without limitation the Malaysian Anti- Corruption Commission Act and confirm that you have and shall have in place all policies and procedures needed to ensure compliance with such requirements.

16.9. If you have any questions or concerns about the Terms of Service or any issues raised in these Terms of Service or on the Site, please contact us