

We (MOLPay Sdn Bhd) operate the MOLPay payment gateway (the "Gateway") to enable Merchant to receive payments through credit card, e-banking, e-wallets and convenient authorized "payment center" (called "vendors" below). If you use the Gateway (or our related Website - www.molpay.com -, collectively, the "Content"), then you agree to these terms, so please read all terms carefully. If you don't agree to the terms, then please don't use the Gateway or Website. Some Content may have additional or different terms and conditions that supplement these terms.

MOLPay may update these terms from time to time, and the changes will be effective after posting at the Website or notice to you. Continued use of the Gateway or Website indicates your re-acceptance of the revised terms. The most recent revision date for these terms is identified above. These terms are intended to apply evenly across many places and customs to ensure fairness, uniformity and better service levels for all users of the Gateway. By using the Gateway or Website, you confirm that you have reviewed these terms with ample opportunity to get advice and to choose from other payment alternatives. MOLPay may reasonably rely on these understandings. In any event, MOLPay reserves the right to terminate your access to all or any portion of the Gateway and the Website at any time.

1. Charge Back & Disputed Transactions

MOLPay shall not be responsible and liable to Merchant in the event a Customer disputes an Gateway Transaction. MOLPay shall provide assistance on information about the dispute transaction, but MOLPay shall not under any obligation or responsibility to investigate any disputes on the Gateway Transactions. The investigation on the Dispute or Charge Back Transaction shall perform by Police Diraja Royal Malaysia, Cyber Crime Unit.

In the event of any Charge Back on Transactions, MOLPay will immediately be entitled to debit Merchant account (if not already debited as a Disputed Transaction) and/or to recover from Merchant by other means the amount paid by MOLPay in respect of the relevant Transaction(s). The Card Issuers decision shall be conclusive as to the determination of any Charge Back. Wherever possible (for example, if the Acquiring Bank provide MOLPay with written advise), notice to Merchant of a Charge Back will be accompanied by an explanation of the reason for it. In addition, upon prior notification from MOLPay, MOLPay may debit Merchant account, or otherwise, to recover any other costs and expenses MOLPay may incur as a result of or in connection with a Charge Back. Where MOLPay is notified of any invalid or Disputed Transactions, MOLPay will notify Merchant of the same by email, fax or letter and wherever possible (for example, if the Acquiring Bank provides MOLPay with written advise) accompanied by an explanation of the reason for it.

MOLPay will classify the Transaction as disputed and debit it back to Merchant. Merchant agrees to investigate Disputed Transactions and take all reasonable steps to resolve disputes with Customers within fourteen (14) days and follow the procedures for handling Disputed Transactions and Charge Back which MOLPay advises from time to time. MOLPay has the right to suspend the processing of any Transaction or withhold Settlement to Merchant of the amount of that Transaction until the satisfactory completion of any investigation. In the event that MOLPay considers in good faith there is a possibility of Charge Back, MOLPay shall have the discretion to retain funds (up to a maximum of 6 months) from any Settlement to cover the potential amount of such Charge Back and Merchant shall on request provide such additional funds within two (2) weeks from official request as MOLPay may specify in good faith to cover Charge Back and potential Charge Back.

2. Indemnification

The Merchant hereby indemnifies and shall keep MOLPay indemnified in respect of its employees, and servants from and against all suits, actions, demands, damages, losses, liabilities (whether criminal or civil), expenses and cost whatsoever arising under any laws of Malaysia to which MOLPay, its employees or servants may be subjected by reason of injury to or the death of any person or damage to property of any person, firm or corporation in any manner due to, arising out of or in the course of or by reason of the carrying out of the terms of this Agreement or resulting from any breach of this Agreement by the Merchant, including, without limitation: Any act, neglect or default of the Merchant or its agents, employees, licensees or customers; Any event of fraud committed by the Merchant or its agents, employees or licensees; or Breaches resulting in any successful claim by any third party alleging libel or slander in respect of any matter arising from the Merchant carrying out the Gateway Transactions.

3. Limitation of Liability

The Merchant agrees and confirms that it shall not hold MOLPay, its employees, agents or licenses, liable for any special, incidental or consequential damages arising out of and in relation to the MOLPay Transaction or this Agreement. If at any event, MOLPay, its employees, agents or licensees are found liable to the Merchant, such liability is limited to the actual amount of direct damages.

4. Miscellaneous

This Agreement shall be governed by Malaysian law in every particular including formation and interpretation. Any proceedings arising out of or in connection with this Agreement may only be brought in a court of competent jurisdiction in Malaysia.

5. Ownership

MOLPay and/or its suppliers either own or license all right, title, and interest in the Gateway and may change them at any time. You may report bugs and fixes, provide feature requests, comments, testimonials, feedback and suggestions to MOLPay ("Feedback"). MOLPay may use the Feedback without any compensation, notice or attribution to you and will own all intellectual property rights in such Feedback.

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