

聘用条款 TERMS OF ENGAGEMENT

我司与您的协议

Our Agreement with you

1. 我司将:

We will:

- 作为您的独家代理，向您的客户提供开票和收款服务。
act as your exclusive agent to provide billing and collection services for your Customers.

2. 我司不会:

We will not:

- 除非特别是在我们的协议中规定，以任何其他方式作为您的代理；或者
unless specifically provided for in our Agreement, be your agent in any other way; or
- 成为您的合伙人或合资人。
be your partner or joint venturer.

3. 您不得:

You must not:

- 在与我司的协议期间使用其他开票及收款服务。
use another billing and collection service during our Agreement.

我们协议的起止时间

When our Agreement begins and ends

4. 我们的协议于以下时间开始:

Our Agreement begins:

- 我司处理申请表之日；并且
on the date we process the Application Form; and
- 即使我司尚未处理任何直接扣款交易也是如此。
even if we have not processed any Direct Debit transactions.

5. 我们的协议于以下时间结束:

Our Agreement ends:

- 期限届满时；或者
at the end of the Term; or
- 我们协议项下我司拥有特别终止权的较早时间。
earlier if we have a special right to terminate under our Agreement.

我司将提供的服务

The Services we will provide

6. 我司将:

We will:

- 记录客户付款；
record Customer Payments;
- 直接扣除客户付款；
Direct Debit Customer Payments;
- 催收客户付款；
collect Customer Payments;
- 定期向您提供我司已催收资金的报表；
provide you with a regular statement of the funds we have collected;
- 通过我司的网络接口或者其他电子方式提供您的报表；
make your statements available on our web interface or via other electronic means;
- 在每次提供报表后向您报账，在扣除我司的费用和您欠我司的任何其他款项后，将款项存入您的账户；并且
account to you after each statement by crediting your account after deducting our Fees and any other amounts you owe us;
and

- 如您给予我司指令并提供客户授权，直接从客户的账户中扣除费用。
if you tell us to do so and provide the Customer's authority, directly debit the Customer's account for Fees.

7. 我司可以:

We may:

- 在合理经济且可行的情况下，就逾期客户付款向客户发送不超过二次通知；
send up to two notifications to a Customer for overdue Customer Payments if it is reasonably economical and practicable to do so;
- 基于以下第39条的规定，向您提供访问包；
provide the Access Pack to you on the basis set out in clause 39 below;
- 提供对在线直接扣款申请和直接扣款网关的访问；
provide access to Online DDR and Direct Debit Gateway;
- 提供iconnect360用户许可及相关服务，如基于iconnect360条款和条件的实施和数据迁移；和/或
provide iconnect360 user licences and associated services such as implementation and data migration on the basis of the iconnect360 Terms and Conditions; and/or.
- 基于iconnect360条款和条件及您对最低交易额的遵守，免费提供iconnect360用户许可及相关服务。
provide iconnect360 user licences and associated services free of charge on the basis of the iconnect360 Terms and Conditions and your compliance with the Minimum Transaction Amount.

我们协议的终止

Termination of our Agreement

8. 我司终止我们协议的权利

Our right to terminate our Agreement

我司可以:

We may:

- 经提前三十（30）日给予您书面通知，为任何原因随时终止我们的协议。
terminate our Agreement at any time for any reason if we give you thirty (30) days prior written notice.

9. 您终止我们协议的权利

Your right to terminate our Agreement

您可以:

You may

- 通过不早于期限结束前六（6）个月且不迟于期限结束前六十（60）日向我司发送书面通知，于期限结束时终止我们的协议。
terminate our Agreement at the end of the Term by giving us written notice no earlier than six (6) months and no later than sixty (60) days prior to the end of the Term.

我们协议初始期限结束的后果

What happens at the end of the Initial Term of our Agreement

10. 在初始期限结束时:

At the end of the Initial Term:

- 如您提前六十（60）日至六（6）个月书面通知我司，我们的协议将结束；
if you have provided us with between sixty (60) days and six (6) months prior written notice, our Agreement will end;
- 如您未提供通知，我们的协议将延续与初始期限相同的期限。
if you have not provided notice, our Agreement will continue for another term of the same length as the Initial Term.

11. 在任何未来期限完成时:

On completion of any further period:

- 同样，如您提前六十（60）日至六（6）个月书面通知，我们的协议将结束；
again, our Agreement will end if you have provided between sixty (60) days and six (6) months prior written notice;
- 同样，如您未提供通知，我们的协议将再次延续与之前相同的期限；并且
again, if you have not given notice, our Agreement will continue for a further period of the same length as before; and

- 我们的协议将依此无限期持续续展，直至我们任何一方依照本条款和条件将其终止。
our Agreement will keep being renewed on this basis indefinitely until one of us terminates it in accordance with these Terms and Conditions.

您未经通知终止我们协议的后果

What happens if you terminate our Agreement without notice

12. 如您未以以上第9条所述的方式提供通知,

If you do not give notice in a way we have described in clause 9 above, 您必须:

You must:

- 支付我们协议剩余期限的费用。
- pay Fees for the remainder of the Term of our Agreement.

您未经通知终止我们协议时应付的费用金额

Amount of Fees payable if you terminate our Agreement without notice

13. 如您未经通知终止,

If you terminate without notice, 我司可以:

We may:

- 考虑您于之前六个月向我司付款的情况，并基于此就剩余期限向您收取费用；或者
look at what you have been paying us for the last six months and charge you for the rest of the Term on that basis; or
- 考虑我们协议期限开始之前您告知我司的预期直接扣款量，并基于此就剩余期限向您收取费用。
look at what you told us about anticipated Direct Debit volumes before our Agreement began and charge you for the rest of the Term on that basis.

并且即使有下列情形，我司也可以上述方式之一向您收取费用:

And we may charge you in one of these ways even if:

- 我司尚未处理任何直接扣款交易；
we have not processed any Direct Debit transactions yet;
- 我司无法算出您应付的平均月度费用；或者
we cannot properly work out the average monthly Fees payable by you; or
- 这意味着考虑我们协议期限开始之前所实施或讨论的事宜。
it means looking at things which were done and said before our Agreement began.

您删除客户的后果

What happens if you delete Customers

14. 如您从我司系统中删除大量客户,

If you delete a significant number of Customers from our system, 我司可以:

We may:

- 将此视为终止我们协议的通知；或者
treat this as notice of termination of our Agreement; or
- 将此视为未经通知终止我们的协议。
treat this as termination of our Agreement without notice.

我们协议结束的后果。

What happens when our Agreement ends.

15. 当我们的协议结束或终止通知发出时，

When our Agreement ends or notice of termination is given,

我司将：

We will:

- 在合理期限内持有您的资金，以扣除应付我司的任何费用或其他款项；
hold your funds for a reasonable period to deduct any Fees or other amounts owed to us;
- 从任何分发收款账户或直接扣款账户中扣除应付我司的任何费用或其他款项，包括与未经通知终止相关的任何费用；
debit any Distribution Account or Direct Debit Account for any Fees or other amounts owed to us including any Fees in respect of termination without notice; then
- 就我司收取的资金向您报账。
account to you for the monies we have received.

我司还将：

We will also:

- 于终止日后7日的期限内继续标准报告；并且
continue standard reporting for a period of 7 days after the Termination Date; and
- 就任何非标准报告或信息技术支持，依照费用表向您收取费用。
charge you for any non standard reporting or information technology support in accordance with the Fees Schedule.

终止通知发送后，我可以：

We may after notice of termination:

- 停止处理直接扣款。
cease processing Direct Debits

我们的协议结束后，我可以：

We may after our Agreement ends:

- 许可您对我司的网络接口再访问7天；
allow you access to our web interface for a further 7 days;
- 向客户告知我们协议结束的事实；
communicate the fact of the end of our Agreement to Customers;
- 在7天之后就标准报告向您收取费用；
after 7 days, charge you for costs of standard reporting;
- 就非标准报告或信息技术支持向您收取费用；和/或
charge you for costs of non standard reporting or information technology support; and/or
- 收回任何未清偿债务及我司的合理费用。
recover any outstanding debt and our reasonable costs.

我司可停止提供或中断我司服务的情形

When we may withdraw or suspend our Services

16. 如有以下情形，我司可不经通知停止提供或中断我司服务的任何部分：

We may withdraw or suspend any part of our Services without notice if:

- 您违反我们的协议；
you breach our Agreement;
- 您威胁违反我们的协议；
you threaten to breach our Agreement;
- 您变得资不抵债；
you become Insolvent;
- 我司合理怀疑您实施了欺诈行为；
we reasonably suspect that you have committed fraud;

- 继续服务看起来将对于您、我司或客户造成损害；
it appears that continuing the Services will be detrimental to you, us or a Customer;
- 我司对与您有共同董事或共同股东的相关公司停止提供或中断服务；和/或
we withdraw or suspend services from a company which is associated with you through common directorship or shareholding; and/or
- 我司合理停止提供或中断的其他情形。
it is otherwise reasonable in the circumstances.

我司停止提供或中断服务的后果

What happens if we withdraw or suspend the Services

17. 如我司停止提供或中断服务，

If we withdraw or suspend the Services,

我将：

We will:

- 在合理期限内持有您的资金，以扣除应付我司的任何费用或其他款项；
hold your funds for a reasonable period to deduct any Fees or other amounts owed to us;
- 从任何分发收款账户或直接扣款账户中扣除应付我司的任何费用或其他款项，包括与未经通知终止相关的任何费用；并且
debit any Distribution Account or Direct Debit Account for any Fees or other amounts owed to us including any Fees in respect of termination without notice; and
- 依照我们的协议行事。
otherwise proceed in accordance with our Agreement.

您变得资不抵债的后果

What happens if you become Insolvent

18. 如您变得资不抵债，

If you become Insolvent,

我可以：

We may:

- 立即停止提供或中断全部或部分服务；
immediately withdraw or suspend all or part of the Services;
- 立即终止我们的协议；
immediately terminate our Agreement;
- 将资不抵债作为您未经通知终止我们的协议对待；
treat the insolvency as termination of our Agreement by you without notice;
- 将资不抵债作为您终止我们协议的通知；
treat the insolvency as notice of termination of our Agreement by you;
- 向您收取我司因此发生的任何律师费或其他费用；
charge you for any legal or other fees we incur as a result;
- 在合理期限内持有您的资金，以扣除应付我司的任何费用或其他款项；
hold your funds for a reasonable period to deduct any Fees or other amounts owed to us;
- 从任何分发收款账户或直接扣款账户中扣除应付我司的任何费用或其他款项，包括与未经通知终止相关的任何费用；
debit any Distribution Account or Direct Debit Account for any Fees or other amounts owed to us, including any Fees in respect of termination without notice;
- 持有您的资金，直至我司就任何失败交易得到了完全补偿；和/或
hold your funds until we are fully covered for any Failed Transactions; and/or
- 持有您的资金，直至所有潜在利益相关方均授予我司放款的书面授权。
hold your funds until all potentially interested parties have given us written authority to release the funds.

我司的知识产权

Our intellectual property

19. 我司为:

We are:

- 我司软件的所有人; 以及
the owner of our Software; and
- 我司软件所有版权的所有人。
the owner of all copyright in our Software.

20. 您拥有:

You have:

- 就服务使用软件的非独占许可; 但是
a non exclusive licence to use the Software in connection with the Services; but
- 对我司知识产权再无其他权利。
no further rights to our intellectual property.

21. 如我们的协议结束:

If our Agreement ends:

- 您使用软件的许可自动撤销; 并且
your licence to use the Software is automatically revoked; and
- 您必须立即向我司返还任何软件及相关材料。
you must immediately return any Software and associated material to us.

出现失败交易的后果

What happens when a Failed Transaction occurs

22. 如出现失败交易,

If a Failed Transaction occurs,

我司将不会:

We will not:

- 就失败交易对您负任何责任。
have any responsibility to you in connection with the Failed Transaction.

我司可以:

We may:

- 向您预付失败交易的部分或全部款项;
advance you some or all of the amount of the Failed Transaction;
- 从后续转给您的资金中扣除该款项;
deduct the amount from funds subsequently forwarded to you;
- 要求您偿付该款项; 和/或
call on you to reimburse the amount; and/or
- 从任何分发收款账户或直接扣款账户中扣除该款项。
debit any Distribution Account or Direct Debit Account for the amount.

我司可扣留您资金的情形

When we may withhold your funds

23. 我司可在以下情形下扣留您的资金:

We may withhold your funds if:

- 您违反我们的协议;
you breach our Agreement;
- 我们处于争议中;
we are in dispute;
- 我司未得到放款的明确授权;
we do not have clear authority to release the funds;
- 我司收到重大客诉;
we receive significant Customer complaints;
- 存在重大失败交易;
there are significant Failed Transactions;
- 警方、监管机构或其他政府部门就您的活动与我司联系;
we are contacted by the police, regulatory authorities or other government departments in relation to your activities;
- 我司有理由相信您有非法或不正当行为;
we otherwise have reason to believe that you are acting illegally or inappropriately;
- 您变得资不抵债;
you become Insolvent;
- 我司停止提供或中断全部或部分服务; 和/或
we withdraw or suspend all or part of the Services; and/or
- 本协议允许我司扣留资金的情形。
this Agreement otherwise allows us to.

24. 如我司扣留您的资金,

If we withhold your funds,

我可以:

We may:

- 继续持有资金, 直至情况得到改正。
continue to hold the funds until the situation has been rectified.

您不会:

You will not:

- 拥有就资金收取利息的权利。
have any right to interest on the funds.

您与付款和费用相关的一般义务

Your obligations in relation to Payment and Fees generally

25. 您必须:

You must:

- 即时向我司支付我们协议项下应付的所有费用和其他款项;
promptly pay us all Fees and other amounts due under our Agreement;
- 就我们协议项下应由客户支付的所有费用和其他款项, 给予我司赔偿保障;
indemnify us for all Fees and other amounts due under our Agreement which are payable by a Customer;
- 确保您的客户以我司批准的格式签署直接扣款申请;
ensure that your Customers execute a DDR in a form approved by us;
- 在就您的服务向客户报出的价格中包括您应付我司的任何费用; 并且
include any Fees payable to us in the prices you quote to Customers for your Services; and
- 及时向我司偿还不应当向您支付的任何资金。
reimburse us promptly for any funds which should not have been paid to you.

您与付款和费用相关的义务——最低交易额

Your obligations in relation to Payment and Fees – Minimum Transaction Amount

26. 我司可以:

We may:

- 与您约定最低交易额;
agree with you a Minimum Transaction Amount;
- 在申请表和/或iconnect360申请表上记录最低交易额;
record the Minimum Transaction Amount on the Application Form and/or the iconnect360 Application Form;

27. 如您任何时候未达到最低交易额,

If you fail to meet the Minimum Transaction Amount at any time,

您必须:

You must:

- 向我司支付您交易产生的实际费用与依照最低交易额要求的费用额之间的差额;
- pay to us the shortfall between the actual Fees generated by your transactions and the volume of Fees required in accordance with the Minimum Transaction Amount;

我司可以:

We may:

- 中止或取消对于任何iconnect360许可或相关服务的权利;
suspend or cancel rights to any iconnect360 licences or associated services;
- 以iconnect360费用表中规定的费率, 就任何iconnect360许可或相关服务向您收取费用, 即使该等许可和服务先前系免费提供;
charge you for any iconnect360 licences or associated services at the rates provided in the iconnect360 Fee Schedule despite such licences and services having been previously provided free of charge;
- 从任何分发收款账户或直接扣款账户中扣除本条项下未付的款项; 和/或
debit any Distribution Account or Directing Debit Account for amounts owing under this clause; and/or
- 扣留您的资金, 以确保对本条项下所有未付款项的支付。
withhold your funds to ensure payment of all monies owing under this clause.

您与付款和费用相关的义务——费用表

Your obligations in relation to Payment and Fees – The Fee Schedule

28. 我司将就以下事项以费用表中规定的费率向您收费:

We will charge you at the rate provided in the Fee Schedule for:

- 我司尚未另行约定费率的美国运通卡或大来卡交易;
Amex or Diners transactions where we have not otherwise agreed on a rate;
- 任何最低交易费;
any minimum Transaction Fees;
- 因您向我司提供不正确账户信息导致的失败交易;
failed distributions due to you providing us with incorrect account details;
- 您通过电话、传真或电子邮件, 指示我司对直接扣款申请进行手动变更的情形;
instances where you direct us to make a manual variation to a DDR via phone, fax or email;
- 任何临时或非标准的报告或信息技术支持;
any ad hoc or non-standard reporting or information technology support;
- 非因我司过错, 您要求我司向客户退款的情形;
instances where you request that we refund a Customer and we are not at fault;
- 您要求我司代表您(包括为完成我司服务)进行邮件通信; 以及
requests that we undertake mail communication on your behalf (including in the fulfilment of our Services); and
- 您需要我司获取经更新的客户信用卡信息的情形。
instances where you need us to obtain updated credit card details of Customers.

29. 在以下情况下，如直接扣款失败，我司将向您收取费用表中规定的款项：
If a Direct Debit fails, we will charge you the amounts provided in the Fee Schedule:
- 如为“活期”账户。
in the case of “On Demand” accounts.
30. 在以下情况下，如直接扣款失败，我司将向您收取费用表中规定的款项：
If a Direct Debit fails, we will charge the Customer the amounts provided in the Fee Schedule:
- “活期—供应商集成”账户上的前二次连续失败交易；
for the first two sequential Failed Transactions on an “On Demand – Vendor Integration” account;
 - 如为“在线”账户；以及
in the case of “Online” accounts; and
 - 如为“原始”账户。
in the case of “Original” accounts.
31. 如“活期—供应商集成”账户发生连续第三次失败交易，
In the event of a third sequential Failed Transaction on an “On Demand-Vendor Integration” account, 我司将：
We will:
- 向您收取所有拖欠费用及进一步发生的费用，直至付款成功。
charge you all outstanding Fees and all further Fees until a successful payment is achieved.
32. 如有失败交易，
In the event of a Failed Transaction, 我司可以：
We may:
- 中止计划的直接扣款款项；
suspend scheduled Direct Debit Amounts;
 - 收回拖欠款项后恢复直接扣款；和/或
resume Direct Debits upon recovery of the outstanding amount; and/or
 - 将任何拖欠款项添加至计划的直接扣款中。
add any outstanding amounts to a further scheduled Direct Debit.

我司就付款和费用可采取的行动

What we may do in relation to Payment and Fees

33. 我司可以：
We may:
- 从我司收回的资金中扣除拖欠我司的任何费用或其他款项；
deduct any Fees or other monies owing to us from funds collected by us;
 - 将直接向您作出的客户付款作为我司收到的款项对待；并且
treat Customer Payments made directly to you as payments received by us; and
 - 将直接向您作出的客户付款包括在我司费用的计算之中。
include Customer Payments made directly to you in the calculation of our Fees.
34. 如您违反我们的协议，
If you breach our Agreement,
我司可以：
We may:
- 从我司收回的资金中扣除拖欠我司的任何费用或其他款项；并且
deduct any Fees and other monies owing to us from funds collected by us; and
 - 即使支付时已指定客户，仍将该等款项扣除。
deduct such amounts even if a Customer has been nominated to pay them.

如我司合理怀疑您有任何不法行为或不正当行为，

If we reasonably suspect you of illegal or inappropriate conduct,

我可以：

We may:

- 向客户返还任何客户付款。
return any Customer Payment to a Customer.

35. 我可调整费用的情形

When we might adjust the Fees

我可以：

We may:

- 在我们的协议开始后，按月核查您的交易费率历史；
review your transaction rates history on a monthly basis after our Agreement begins;
- 调整您应付费用的费率，以与实际交易费率及直接扣款额保持一致；
adjust the rates of the Fees payable by you to accord with actual transaction rates and the value of Direct Debits;
- 不经提前通知，于每年6月30日按马来西亚消费者价格指数的调整(CPI) 或5% (以较高者为准)，提高费用的费率；和/或
increase the rates of Fees without prior notice on the 30th June of each year by the consumer price index adjustment for Malaysia (CPI) or 5%, whichever is greater; and/or
- 通过于网站的安全区域发布更新版本来修订费用表。
amend the Fee Schedule by posting an updated version on the secure section of the website.

您就付款和费用需要确认的事项

What you need to acknowledge in relation to Payment and Fees

36. 您确认：

You acknowledge that:

- 任何其他直接扣款服务供应商或其他金融机构均不得，凭以我司标志或者以PCA用户识别号064323签署的直接扣款申请，从客户的账户进行扣款交易；
no other Direct Debit service provider or other financial institution may conduct debit transactions from Customer accounts as a result of a DDR signed under our Logo or under a PCA User ID No. 064323;
- 带有我司标志和/或我司用户识别号的印刷版或电子版直接扣款申请表应始终保持为我司财产；并且
DDR forms whether in hard copy or electronic format containing our Logo and/or our User ID number shall remain our property at all times; and
- 未经我司授权的任何机构或公司进行的任何扣款交易构成对于我们协议的违反，并且为无效交易。
any debit transaction conducted by any institution or company without our authorisation shall be in breach of our Agreement and not a valid transaction.

37. 如您或客户主张退款，

If you or a Customer claim a refund,

- 我司将无任何义务进行支付；
we will not be under any obligation to pay it;
- 但是，我司将依照我司的退款政策行事。
however, we will conduct ourselves in accordance with our Refund Policy.

38. 我将：

We will:

- 在所有费用的报价中加入商品服务税；并且
add GST to all quoted Fees; and
- 在我司将资金存入您指定的银行账户时，向您提供对账单和税务发票。
provide you with a statement and tax invoice when we put the funds in your nominated bank account.

39. 访问包 Access Pack

我可以：

We may:

- 提供访问包；
provide the Access Pack;
- 在前30日中免费提供访问包；之后
provide the Access Pack free of charge for the first 30 days; then
- 按费用表中规定的费率就访问包向您收费；
charge you for the Access Pack at the rate provided for in the Fee Schedule;

您可以：

You may:

- 提前5日书面通知我司取消访问包。
cancel the Access Pack by giving us 5 working days prior written notice.

40. 您不得：

You must not:

- 为提供商品和服务之外的原因处理客户交易；
process Customer transactions for reasons other than the provision of goods and services;
- 以元之外的货币处理客户交易；或者
process Customer transactions in currency other than Renminbi; or
- 处理对于个人贷款账户或信用卡的客户交易或退款，以将其作为汇款的手段。
process a Customer transaction or refund against a personal loan account or credit card as means of the transferring of funds.

您必须对我司给予赔偿保障的事项

Things you must indemnify us against

41. 您必须就以下事项对我司给予赔偿保障：

You must indemnify us from and against:

- 以下所有主张、损害赔偿、诉讼、损失或责任；
all claims, damages, actions, losses or liabilities;
- 我司遭受或发生的（包括客户主张）；以及
suffered or incurred by us (including Customer claims); and
- 在我司对客户付款的催收中以任何方式产生的，
arising in any way from our collection of Customer Payments,

包括但不限于：

including but not limited to:

- 您未支付任何费用；
any failure by you to pay Fees;
- 您未支付我们协议项下应付的任何其他款项；
any failure by you to pay any other amount due under our Agreement;
- 客户未支付与我们协议相关的任何款项；
any failure by a Customer to pay any money relevant to our Agreement;
- 影响客户付款效力的任何事宜；
any matter affecting the validity of Customer Payments;
- 影响客户信誉的任何事宜；
any matter affecting the creditworthiness of a Customer;
- 对于客户身份的任何不实陈述；
any misrepresentation of the identity of a Customer;

- 您对我们协议的任何违反；
any breach of our Agreement by you;
- 您或客户未能或延迟向我司提供正确信息；
any failure or delay by you or a Customer to provide correct information to us;
- 依照破产法作出的费用任何部分无效或应失效的主张；
any claim that any portion of Fees is void or voidable under any insolvency law;
- 依照本条所述情形就直接扣款发生的任何银行费用或收费；
any bank fees or charges incurred in respect of a Direct Debit under circumstances described in this clause;
- 因您或第三方的任何事故、过失或滥用导致的，直接扣款或其任何操作或处理的失败；
any failure of a Direct Debit or any of its operations or processes due to any accident, neglect or misuse by you or a third party;
- 因任何计算机故障导致的，直接扣款或其任何操作或处理的失败；
any failure of a Direct Debit or any of its operations or processes due to any computer failure;
- 因任何病毒、黑客攻击或者代码或软件的任何错误导致的，直接扣款或其任何操作或处理的失败；
any failure of a Direct Debit or any of its operations or processes due to any viruses, security hacking or any errors in code or software;
- 我司依照我们的协议扣留您资金的任何情形；
any instance where we withhold your funds in accordance with our Agreement;
- 您或您任何雇员、承包商或代理的过失或欺诈；
your negligence or fraud or that of any of your employees, contractors or agents;
- 对于直接扣款申请或其中所含信息的欺诈使用，不论其是否丢失、被窃或有其他情形；
- the fraudulent use of a DDR or the information stored in a DDR, whether lost, stolen or otherwise;
- 您与客户之间产生任何争议；
any dispute arising between you and a Customer;
- 您或您的雇员、承包商或代理向客户作出的任何陈述、保证或声明；
any representation, warranty or statement made by you or your employees, contractors or agents to a Customer;
- 与您与客户之间往来相关的任何不实陈述、违约或对价无效；
any misrepresentation, breach of contract or failure of consideration in relation to your dealings with a Customer;
- 任何失败交易；
any Failed Transaction;
- 对在线直接扣款申请或直接扣款网关的任何使用；和/或
any use of an Online DDR or the Direct Debit Gateway; and/or
- 因您变得资不抵债或者因您出售或变更您企业的所有权，我司发生任何律师费或其他费用。
any legal or other fees we incur as a result of you becoming Insolvent or as a result of you selling or otherwise changing the ownership of your business.

42. 即使存在以下情形，您仍必须向我司提供上述赔偿保障：

You must indemnify us as provided above even if:

- 向客户签发了银行账户或信用卡；
a Customer has been issued with a bank account or credit card;
- 我司已为客户处理了直接扣款交易；
we have processed a Direct Debit transaction for the Customer;
- 您遵守了我们的协议；或者
you have complied with our Agreement; or
- 我们的协议已结束。
our Agreement has ended.

43. 如我司处理直接扣款交易，我司并不保证：
If we process a Direct Debit transaction, we are not warranting that:

- 该交易是有效的；
the transaction is valid;
- 客户的身份是正确的；或者
the identity of the Customer is correct; or
- 客户信用良好。
the Customer is creditworthy.

44. 您无需向我司提供赔偿保障的事项
Things which you do not need to indemnify us for
如有以下情形：

- If:**
- 有损失出现；并且
a loss arises; and
 - 我司或者我司的雇员、承包商或代理有过错；并且
it is our fault or that of our employees, contractors or agents; and
 - 系因欺诈、故意不履行或者过失导致，
it is due to fraud, wilful default or negligence,
 - 您无需对我司进行赔偿保障。
you do not have to indemnify us.

我们协议项下您需要对我司进行赔偿保障的后果

What happens if you have to indemnify us under our Agreement

45. 我司可以：

We may:

- 从持有的拟向您分配的任何款项中收回赔偿款项；
recover the indemnified amount from any amount held for distribution to you;
- 从任何分发收款账户或直接扣款账户中直接扣除该款项；和/或
direct debit any Distribution Account or Direct Debit Account for the amount; and/or
- 将该款项作为欠我司的债务收回。
recover the amount as a debt due to us.

本协议项下我司不承担责任的事项

What we are not liable for under our Agreement

46. 对于因以下事由产生或与之相关的，关于任何主张、损害、诉讼、损失或责任（包括任何结果性或间接损失）的所有侵权、合同或其他责任，我司不承担责任，且您亦免除我司责任：

We are not liable for and you release us from all liability in tort, contract or otherwise in respect of any claims, damages, actions, losses or liabilities (including any consequential or indirect loss) arising out of or in connection with:

- 我们的协议；
our Agreement;
- 我司对协议的履行；
our performance of the Agreement;
- 我司对我们协议的任何违反；
any breach of the Agreement by us;
- 我司对服务的提供；
the provision of the Services by us;
- 我司雇员、代理或承包商的过失、违约或不履行；
negligence, breach of contract or default on the part of our employees, agents or contractors;

- 我们协议规定您需对我司进行赔偿保障的情形；
circumstances in which our Agreement provides that you are to indemnify us;
- 我们协议中未明示包括的任何条件或保证；或者
any condition or warranty not expressly included in our Agreement; or
- 非法律要求的对于适合特定目的或质量的任何保证。
any warranty as to fitness for purpose or quality not required by law.

47. 如法律要求我司依照暗示保证对您进行保障：

If we are required by law to cover you under implied warranty:

- 我司的责任将仅限于再次提供适用服务的成本。
our liability will be limited to the cost of having the applicable Services supplied again.

我司与您客户的往来方式

How we may deal with your Customers

48. 我司可与您的客户联络，以：

We may communicate with your Customers to:

- 验证及确认其身份；
validate and confirm their identities;
- 验证及确认其银行账户信息；
validate and confirm their bank account details;
- 验证及确认其对直接扣款的授权；
validate and confirm their authority for Direct Debits;
- 协助您维护和推广您的产品；并且
assist you to service and promote your products; and
- 推广第三方产品。
promote third party products.

我司可以：

We may:

- 在我司网站上提供特定的客户通道；并且
provide specific Customer access on our website; and
- 通过所有其他可用方式与客户联络。
communicate with Customers by all other available means.

我司对待直接扣款申请的方式

How we will treat a DDR

49. 直接扣款申请为：

The DDR is:

- 我司与客户之间单独的保密协议。
a separate confidential agreement we have with the Customer.

我司可以：

We may:

- 选择对我司与客户之间往来的所有方面保密；并且
choose to keep all aspects of our dealings with the Customer confidential; and
- 就费用直接向客户收取费用和收费。
directly charge the Customer fees and charges in addition to the Fees.

50. 如客户提前7日向我司发送书面终止通知，

If the Customer gives us 7 days written notice of termination,

我司将：

We will:

- 终止直接扣款申请；并且
terminate the DDR; and

- 不论您对终止是否有异议均如此操作。
do so whether you object to the termination or not.

**51. 如直接扣款申请被终止，
If a DDR is terminated,**

- 这可能减少我们往来中的交易量；
this may reduce transaction volumes in our dealings;
- 交易量的减少可能对我们的协议产生影响；但是
the reduced transaction volumes may have consequences for our Agreement; but
- 我们的协议不会受其他影响。
our Agreement will not otherwise be affected.

**52. 我可以：
We may:**

- 对每项直接扣款申请适用单笔交易最高扣款额；
apply a maximum debit amount per transaction to each DDR;
- 不时审核最高扣款额；并且
review the maximum debit amount from time to time; and
- 接受或拒绝任何增加最高扣款额的申请。
accept or reject any requested increases to the maximum debit amount.

我司对待客户账户信息的方式

How we will treat Customer account details

**53. 您必须：
You must:**

- 自行保留关于客户的准确记录。
keep your own accurate records in relation to Customers.

**54. 我司无义务：
We are not obliged:**

- 在任何时间以电子版、印刷版或任何其他形式提供客户账户的信息或者其他信息。
to provide Customer account details or other information at any time in electronic format, hard copy or in any other form.

**55. 我司可拒绝向您移交客户账户信息：
We may refuse to hand over Customer account details to you:**

- 不论您依照一般法律拥有任何知情权；
regardless of any rights to information you have under the general law;
- 不论信息创建的方式或原因为何；
regardless of how the information was created or why; and
- 不论客户有任何期望。
regardless of any expectation of a Customer.

**56. 您确认：
You acknowledge:**

- 我司有依照隐私法不可抗拒的原因，不向您提供客户信息或其他信息；并且
that we may have compelling reasons under privacy legislation to not provide Customer details or other information to you; and

- 如向您提供了个人数据，您应确保仅为履行我们协议相关的目的代表Ezypay并为Ezypay的利益处理个人数据。您应遵守与隐私、保密或个人数据安全相关的所有适用法律、法规和行业标准，并且应维持合理的保护标准及其他安全措施，以：

to the extent that the Personal Data is provided to you, you shall ensure that the Personal Data is only processed on behalf of and for the benefit of Ezypay for the purposes related to the performance of our Agreement. You shall comply with all applicable laws, regulations and industry standards relating to the privacy, confidentiality or security of personal data, and shall maintain reasonable standards of safeguards and other security measures to:

- 确保个人数据的安全和保密性，
ensure the security and confidentiality of Personal Data,
- 保护防范对于个人数据安全的任何预期威胁和危险，并且
protect against any anticipated threats and hazards to the security and integrity of Personal Data, and
- 保护防范对于任何个人数据的任何实际或疑似未经授权的处理、丢失、使用、披露或者购买或访问。
protect against any actual or suspected unauthorized processing, loss, use, disclosure or acquisition of or access to any Personal Data.

您通过签订我们的协议而给予我司的保证

Warranties you are giving us in entering our Agreement

57. 您保证：

You warrant that:

- 如您为公司，您系正式设立；
if you are a corporation, you are duly incorporated;
- 如您为受托人，信托系有效组建；
if you are a trustee, the trust is validly formed;
- 如您为受托人，您拥有对我们的协议以受托财产进行赔偿保障的完全权利；
if you are a trustee, you have a full right of indemnity from the trust assets in respect of our Agreement;
- 您拥有签署申请表和受我们的协议约束的行为能力和授权；
you have the legal capacity and authority to execute the Application Form and to be bound by our Agreement;
- 签署申请表的人员具有代您签署的正式授权；并且
the person who executed the Application Form is duly authorised to execute on your behalf; and
- 您已取得客户授权，由我司从其账户中直接扣款。
you have obtained authority from the Customer for us to Direct Debit his or her account.

我们协议项下您的其他义务

Your further obligations under our Agreement

58. 您必须：

You must:

- 始终遵守我司的身份和访问政策，以及我司不时发布的退款政策，上述政策均可供于www.ezypay.com获取。
adhere at all times to our Identity and Access Policy and our Refund Policy as published from time to time, both available at www.ezypay.com.
- 始终遵守我司不时修订的标准操作规程；
adhere at all times to our standard operating procedures as amended by us from time to time;
- 保管客户账户信息，如以电子形式保存，确保遵守支付卡行业数据安全标准的要求；
keep Customer account details, if held in an electronic form, secure in compliance with the requirements of the Payment Card Industry Data Security Standard;
- 将直接扣款申请表在安全可靠的场所保存七（7）年或者直至向我司交付，以较早者为准；并且
store all DDR forms in a safe and secure place for up to seven (7) years or until delivered to us, whichever is the sooner; and
- 如我司要求，向我司提供财务担保，以保障我司提供服务的风险。
if we require, provide financial security to us to cover the risk of us providing the Services.

59. 您不得:

You must not:

- 未经我司事先书面同意，作出或授权关于我司或服务的任何新闻发布或其他公开声明；
make or authorise any press release or other public statement concerning us or the Services without our prior written consent;
- 未经我司事先书面同意，发行含有涉及我司内容的任何出版物、广告或其他材料；或者
distribute any publicity, advertising or other materials containing references to us without our prior written consent; or
- 将客户账户信息用于供我司提供服务之外的目的。
use Customer account details for purposes other than enabling us to provide the Services.

您提供更新信息的义务

Your obligation to provide updated information

60. 您必须向我司提供要求的任何信息以证实:

You must provide us any requested information to verify that:

- 您遵守了我们的协议；
you are compliant with our Agreement;
- 您和您的董事、所有人和/或担保人有偿付能力；并且
you and your directors, proprietors and/or Guarantors are solvent; and
- 我司的记录是切合目前情况的。
our records are up to date.

我司可能需要更新的信息，包括:

We may need updated information including:

- 向马来西亚公司委员会提交的信息；
information filed with the Companies Commission of Malaysia;
- 银行对账单；
bank statements;
- 相关人员的国民登记身份证或护照信息；和/或
NRIC or Passport details of relevant persons; and/or
- 地址信息。
address details.

我司关于我司特约商户协议的权利

Our rights in relation to our merchant agreement

61. 我司可以:

We may:

- 获取关于您的资信证明；
obtain a credit reference on you;
- 代表您直接与适当的金融机构协商另外的特约商户安排；和/或
negotiate an alternative merchant arrangement on your behalf directly with an appropriate financial institution; and/or
- 作为您的代理，令您受到任何必要的次级商户协议合同约束。
act as your agent to contractually bind you to any necessary sub-merchant agreement.

您想要出售或变更企业的后果

What happens if you want to sell or change your business

62. 如您想要出售您的企业或其任何部分，

If you wish to sell your business or any part of it,

您必须:

You must:

- 提前六十（60）日书面通知我司；并且
give us sixty (60) days prior notice in writing; and

- 确保该新安排不会减少Ezypay在我们协议项下取得的利益。
ensure that the new arrangement does not reduce the benefit Ezypay obtains under our Agreement.
63. **如您想要停止运营或者变更您企业或其任何部分的控制或管理层,**
If you wish to cease operations or change the control or management of your business or any part of it, **您必须:**
You must:
- 提前六十 (60) 日书面通知我司; 并且
give us sixty (60) days prior notice in writing; and
 - 确保该新安排不会减少Ezypay在我们协议项下取得的利益。
ensure that the new arrangement does not reduce the benefit Ezypay obtains under our Agreement.
64. **如您发送变更所有权、控制或管理层的通知,**
If you give notice of change of ownership, control or management,
我司可以:
We may:
- 拒绝与新经营者履行协议; 并且
decline to perform the Agreement with the new operator; and
 - 通过提前三十 (日) 书面通知终止我们的协议。
after thirty (30) days written notice, terminate our Agreement.
65. **如在您通知变更后六十 (60) 日内, 我司没有终止协议,**
If we do not terminate the Agreement within sixty (60) days of you notifying the change,
- 当变更发生时, 本协议将视为转让给了新经营者, 由其作为委托人; 并且
when the change happens, this Agreement will be deemed to be assigned to the new operator as Principal; and
 - 当变更发生时, 新经营者将拥有您在本协议项下相同的权利和义务。
when the change happens, the new operator will have the same rights and obligations as you under this Agreement.
66. **我司可以:**
We may:
- 不向新的经营者报账, 直至我司收到关于所有权、控制或管理层变更的令人满意的证明;
refrain from accounting to the new operator until we receive satisfactory evidence of the change in ownership, control or management;
 - 不向新的经营者报账, 直至我司看到适当修改的马来西亚公司委员会记录或商业名称记录;
refrain from accounting to the new operator until we see properly amended Companies Commission of Malaysia records or business name records;
 - 向您收取因您出售或变更您企业的所有权, 我司发生的任何律师费或其他费用; 和/或
charge you for any legal or other fees we incur as a result of you selling or otherwise changing the ownership of your business; and/or
 - 在合理期限内持有您的资金, 以扣除应付我司的任何费用或其他款项。
hold your funds for a reasonable period to deduct any Fees or other amounts owed to us.

对于您在我们协议项下义务的担保

Guarantee of your obligations under our Agreement

每名担保人的担保事项

What is guaranteed by each Guarantor

67. **每名担保人不可撤销的无条件向我司担保:**
Each Guarantor unconditionally and irrevocably guarantees to us:
- 您会遵守我们的协议;
your compliance with our Agreement;
 - 按要求支付我们协议项下您未付的任何款项; 以及
the payment on demand of any monies owing by you to us under our Agreement; and

- 我们协议中您提供的赔偿保障。
the indemnities provided by you in our Agreement.

**68. 如本协议终止，
If this Agreement is terminated,**

- 本担保继续对每名担保人具有约束力。
this Guarantee continues to bind each Guarantor.

我司需要借助于本担保的后果

What happens if we need to call on this Guarantee

**69. 如有我们协议项下规定的违约、不履行付款或赔偿保障，
If there is a breach, failure to pay money or indemnity provided under our Agreement,
我可以：**

We may:

- 从一名或多名担保人处寻求补偿；
seek recovery from one or more of the Guarantors;
- 将基于担保的任何款项作为担保人的应付债务进行追偿；
pursue any amount subject to the Guarantee as a debt due by a Guarantor;
- 向担保人主张损害赔偿；
claim damages against a Guarantor;
- 向担保人追偿，即使我司未对您提起诉讼；和/或
pursue a Guarantor even if we have not sued you; and/or
- 向担保人追偿，即使我司仍有针对您的其他权利或救济。
pursue a Guarantor even if we still have further rights or remedies against you.

您使用在线直接扣款申请表的后果

What happens if you use Online DDR forms

**70. 如您使用在线直接扣款申请表，
If you use Online DDR forms,
您必须：**

You must:

- 确保您的所有员工均在我司的在线系统中注册登记，并且拥有独有的用户名和密码；并且
ensure that each of your staff are enrolled on our Online system and have a unique user name and password; and
- 通过目测照片识别，或者我司身份和访问政策项下可接受的其他识别方法，在为客户提交在线直接扣款申请之前准确识别所有客户。
accurately identify all Customers before submitting an Online DDR for that Customer by sighting photo identification or using another method of identification accepted under our Identity and Access Policy.

**71. 如您提交在线直接扣款申请，
If you submit an Online DDR,
您必须：**

You must:

- 告知我司您是否有经客户签署的直接扣款申请；
tell us if you have a DDR signed by a Customer;
- 告知我司您是否通过在线直接扣款申请确立新客户；
tell us if you are establishing a new Customer with the Online DDR;
- 告知我司客户是否在您的监督下提交在线直接扣款申请；并且
tell us if the Customer, under your supervision, is submitting the Online DDR; and

- 如客户要求，向客户提供在线直接扣款申请及我司客户条款和条件的印刷版。
if requested by the Customer, provide the Customer with a printed copy of the Online DDR and our Customer terms and conditions.

72. 如您使用在线直接扣款申请确立新客户并选择在直接扣款申请上取得客户签字，

If you use an Online DDR to establish a new Customer and have chosen to obtain the Customer's signature on the DDR, 您必须：

You must:

- 于二（2）个工作日内应要求向我司或客户提供经签署直接扣款申请的复印件。
if requested, provide us or the Customer with a copy of the signed DDR within two (2) working days.

73. 您不得：

You must not:

- 将在线直接扣款申请用于与您没有持续关系的客户；
use Online DDRs for Customers for who you do not have an ongoing relationship;
- 将在线直接扣款申请用于有较大可能出现欺诈的服务；或者
use Online DDRs for services which have a significant opportunity for fraud; or
- 允许您的员工向任何其他人员披露其独有的用户名和密码。
allow your staff to disclose their unique user name and password to any other person.

74. 如我司怀疑与在线直接扣款申请相关的任何人员存在欺诈，

If we suspect fraud by any person in connection with an Online DDR,

我司可以：

We may:

- 停止或中断任何直接扣款；或者
cease or halt any Direct Debit; or
- 拒绝任何在线直接扣款申请。
reject any Online DDR.

您使用直接扣款网关的后果

What happens if you use the Direct Debit Gateway

75. 如您使用直接扣款网关，

If you use the Direct Debit Gateway,

您必须：

You must:

- 在与客户签约后立即在我司的安全网站上准确识别和验证该客户；
accurately identify and validate a Customer on our secure website as soon as you sign them up;
- 依照我司的身份和访问政策或者其他指示，识别和验证客户；并且
identify and validate the Customer in accordance with our Identity and Access Policy or as otherwise directed; and
- 接受识别客户的所有风险和责任。
accept all risk and responsibility for the identification of Customers

你必须就以下事项为我司提供赔偿保障：

You must indemnify us for:

- 与直接扣款网关相关的任何欺诈；
any fraud in relation to the Direct Debit Gateway;
- 与直接扣款网关相关的任何技术或其他错误；
any errors, technological or otherwise in relation to the Direct Debit Gateway;
- 因使用直接扣款网关产生的任何失败交易；
any Failed Transactions arising through use of the Direct Debit Gateway;

- 因您未能识别客户产生的任何损失；以及
any loss arising from your failure to properly identify Customers; and
- 您或您的客户使用直接扣款网关产生的任何其他事宜。
any other matter arising from use by you or your Customers of the Direct Debit Gateway.

76. **如您使用直接扣款网关的网络服务版，您保证：**

If you use the web-services version of the Direct Debit Gateway, You warrant that:

- 您的网站具有适当的安全性；
your website is properly secure;
- 您的网站符合支付卡行业的规定；并且
your website is Payment Card Industry compliant; and
- 您将应要求按季度向我司提供合规证明。
you will, if requested, provide evidence of compliance to us on a quarterly basis.

其他事项

Miscellaneous matters

77. **我们双方均确认：**

We both acknowledge that:

- 我们的协议受马来西亚法律管辖；
our Agreement is governed by the laws of Malaysia;
- 我们双方将在无法通过任何其他争议解决方式解决的情况下，提交马来西亚法院解决任何争议；
we will both, failing any alternative dispute resolution attempts, go to the Courts of Malaysia for resolution of any dispute;
- 如我们协议的任何部分违法或失效，则仅有该等违法或失效部分无效，我们协议的剩余部分将继续完全有效；
if any part of our Agreement is held to be illegal or invalid, then only the illegal or invalid part will be void and the rest of our Agreement will remain in full force and effect;
- 如我们任何一方任何时候未要求履行本协议项下的义务，我司仍可选择寻求强制执行该义务；
if either of us does not require performance at any time of an obligation under this Agreement, we will still be able to seek to enforce that obligation if we choose;
- 如我们任何一方未就对我们协议的违反申请强制执行，这并不意味着对于其他类似违约的免责；
if either of us does not enforce a breach of our Agreement, this does not mean that a further breach of the same kind is excused;
- 如我们任何一方须发送通知，通知必须为书面形式，并且发送至申请表上所示的接收方地址，或者书面通知的其他地址；
where either of us must provide notice, the notice must be in writing and addressed to the party to which it is given as shown on the Application Form or other address notified in writing;
- 所有通知将于送交之日生效，或者如通过平邮发送，于通知所载日期二日后生效；
all notices will be effective on the date of delivery or, if sent by ordinary mail, after two days following the date which the notice bears;
- 本协议包含我们之间的完整协议，并且除第13条规定目的之外，取代我们之间关于我们协议所涉事宜所有的先前约定、协商或谅解；并且
this Agreement contains the entire agreement between us and, except for the purposes of clause 13, supersedes all previous agreements, discussions or understandings between us in relation to the matters covered in our Agreement; and
- 我们的协议将适用于我们各自的继受人、许可的分包商和受让人。
our Agreement will apply to our respective successors, permitted sub-contractors and assigns.

78. 我司可以:

We may:

- 提前三十（30）日书面通知您后转让我们的协议；
assign our Agreement after giving you thirty (30) days prior written notice;
- 通过于我司网站的安全区域发布更新版本来修订本条款和条件；并且
amend these Terms and Conditions by posting an updated version on the secure part of our website; and
- 通过于我司网站的安全区域发布更新版本来修订费用表。
amend the Fee Schedule by posting an updated version on the secure section of our website.

79. 您不得:

You must not:

- 转让我们的协议，依照第62条和第66条规定的除外；或者
assign our Agreement except as provided for in clauses 62 to 66; or
- 采取任何行动出售或变更您企业的任何部分，从而令Ezypay于我们协议项下取得的利益减少。
take any action to sell or change any part of your business which reduces the benefit Ezypay obtains under our Agreement.

80. 如按以下方式发布，本条款和条件或费用表的任何修订版本将构成我们协议的组成部分:

Any amended versions of the Terms and Conditions or the Fee Schedule will form part of our Agreement if:

- 我司于我司网站发布修订版本；
we post the amended version on our website;
- 发布14天后，您未提出异议；并且
14 days after posting, you have not objected; and
- 您继续使用我司的服务，
you continue to use our Services,

但这将不会影响:

but this will not impact on:

- 作为我们之间特定协议标的的条款和条件。
terms and conditions which have been the subject of specific agreement between us.

81. 我们协议中使用的“我司可以”这一表述，其含义为:

Where the expression “We may” is used in our Agreement, it means that:

- 我司拥有所述权利，但没有行使该权利的义务；
we have the right referred to but no obligation to exercise the right;
- 我司可自行决定行使该权利；
the right may be exercised at our discretion;
- 您确认并同意我司拥有该权利；并且
you acknowledge and agree that we have the right; and
- 您授权我司，我司可自行选择行使该权利。
you authorise us to exercise the right if we choose.

82. 我们协议中使用的“您可以”这一表述，其含义为:

Where the expression “You may” is used in our Agreement, it means that:

您以上文直接描述的方式拥有所述权利。

you have the right referred to in the way described directly above.

定义

Definitions

访问包

Access Pack

指我司为您提供的附加服务（如我司自身认为提供该等服务是经济的），包括我司不时决定的延长客户服务时间，试图就被拒绝的直接扣款申请联系客户，在我司安全网站提供历史数据，我司不时列明的附加月度报告，以及对于您预估分发款项的短信通知。

refers to additional services we provide to you, if in our sole opinion it is economical to do so, including extended customer service hours as determined by us from time to time, an attempt to contact customers with rejected DDR forms, historical data provided on our secure website, additional monthly reporting as specified by us from time to time and an SMS of your distribution estimate.

协议

Agreement

指我司与您之间的协议，包括：

refers to the Agreement between us and you consisting of:

- (a) 申请表；
the Application Form;
- (b) 费用表；
the Fee Schedule;
- (c) 本条款和条件；
these Terms and Conditions;
- (d) 本条款和条件中提及且提供于Ezypay网站（www.ezypay.com.au）安全区域的政策；以及
the policies referred to in these Terms and Conditions and available on the secure part of Ezypay's website at www.ezypay.com.au; and
- (e) 我司与您不时书面约定的任何其他条件。
any further conditions agreed in writing by us and you from time to time.

申请表

Application Form

指我司的Ezypay申请表。

refers to our Ezypay Application Form.

退单

Chargeback

指由我司接收并转给您的来自信用卡的客户付款，但之后被金融机构或其他第三方撤销。

refers to a Customer Payment from a credit card which has been received by us and forwarded by us to you, but which is subsequently reversed by a financial institution or other third party.

收款日

Collection Day

指我司将从客户账户扣款进行支付的日期。

means the day on which we will debit the Customer's account for payment.

客户

Customer

指您的客户。

refers to a customer of yours.

客户付款

Customer Payments

指来自对客户直接扣款的，应向您支付的款项。

refers to amounts payable to you from the Customer by Direct Debit.

客户设置费

Customer Set-up Fee

指为在我司系统中设置每名新客户，您或客户应付的费用。

refers to the fee payable by you or the Customer to set-up each new Customer on our system.

直接扣款申请

DDR

指依照我司要求格式的直接扣款申请。

means a Direct Debit request in our required form.

直接扣款

Direct Debit

指按您的指示及客户的授权，从客户指定账户扣除客户付款。

means the debiting of Customer Payments from a Customer's nominated account at your direction and authorised by the Customer.

直接扣款账户

Direct Debit Account

指依照协议由您持有并由我司不时扣款的，不时向我司提供其账户信息的商业账户（包括但不限于为此目的包括在申请表上的账户）。

means the business account held by you and debited by us from time to time in accordance with the Agreement, details of which are provided to us from time to time (including but not limited to the account included for this purpose on the Application Form).

直接扣款款项

Direct Debit Amount

指按您与客户约定的时间间隔，由我司扣除的客户付款的特定款项。

refers to the specified amounts of Customer Payments to be debited by us at intervals agreed between you and the Customer.

直接扣款网关

Direct Debit Gateway

指客户发起直接扣款（CIDD）系统的“iframe”版或“网站服务”版，视情况而定。

means the Customer Initiated Direct Debit (CIDD) system, in either the "iframe" version or the "web services" version, as the case may be.

分发收款账户

Distribution Account

指依照协议由您持有并由我司不时扣款的，不时向我司提供其账户信息的商业账户（包括但不限于为此目的包括在申请表上的账户）。

means the business account held by you and debited and credited by us from time to time in accordance with the Agreement, details of which are provided to us from time to time (including but not limited to the account included for this purpose on the Application Form).

定义

Definitions

Ezypay

指iconnect360 SDN BHD (906629-A)。涉及“我司”的通常指Ezypay, 但“我们协议”或“我们双方同意”等文义明显另有所指之处除外。
refers to iconnect360 SDN BHD (906629-A). References to “we”, “us”, “our” and “ours” are usually references to Ezypay, but not in cases such as “our Agreement” or “we both agree” where the context clearly requires otherwise.

失败付款

Failed Payment

指我司已处理, 但未被金额机构接受或授权, 且未被我司收到的客户直接扣款款项。
refers to a Customer Direct Debit Amount which has been processed by us but not accepted or authorised by a financial institution, and not received by us.

失败交易

Failed Transaction

指由于我司控制之外原因, 在我司处理之前或之后最终失败的任何直接扣款交易, 并且包括但不限于退单、撤回、失败付款及其他撤回、退单或争议付款。
means any Direct Debit transaction undertaken by us which ultimately fails before or after it is processed by us for reasons outside of our control, and includes without limitation Chargebacks, Reversals, Failed Payments and any other reversal, chargeback or disputed payment.

费用

Fees

指按协议(包括申请表、本条款和条件及费用表)所述, 您应向我司支付的费用和价款。
refers to the fees and rates payable by you to us as described in the Agreement including in the Application Form, these Terms and Conditions and the Fee Schedule.

费用表

Fee Schedule

指(我司不时修订的)申请表和/或本协议单独附表中包括的附表, 列明了作为费用组成部分的一般费用和收费。
means the Schedule included in the Application Form and/or the separate Schedule to this Agreement (and as amended by us from time to time) outlining general fees and charges as part of the Fees.

担保

Guarantee

指申请表上的担保。

means the guarantee provided on the Application Form.

担保人

Guarantor

指申请表“担保人信息”一栏中的人员。

means the person in the “Guarantor Details” field in the Application Form.

iconnect360

指马来西亚iconnect360 SDN BHD (906629-A)所有的,

由Ezypay依照iconnect360条款和条件经销的软件。

means the software owned by iconnect360 SDN BHD (906629-A) of Malaysia and distributed by Ezypay in accordance with the iconnect360 Terms and Conditions.

iconnect360申请表

iconnect360 Application Form

指委托人为寻求使用iconnect360及相关服务(如数据迁移和实施)的许可而填写的申请表。

means the application form completed by a Principal to seek licence to use iconnect360 and associated services such as data migration and implementation.

iconnect360费用表

iconnect360 Fee Schedule

指申请表和/或单独附表中包括的附表, 列明了许可使用iconnect360及相关服务(如数据迁移和实施)的一般费用和收费。
means the schedule included in the iconnect360 Application Form and/or a separate schedule outlining general fees and charges for licence to use iconnect360 and associated services such as data migration and implementation.

iconnect360条款和条件

iconnect360 Terms and Conditions

指委托人必须遵守以使用iconnect360及相关服务(如数据迁移和实施)的软件许可条款和条件。

means the terms and conditions of software licence which a Principal must adhere to in order to use iconnect360 and its associated services such as data migration and implementation.

身份和访问政策

Identity and Access Policy

指我司不时发布的身份和访问政策。

refers to the identity and access policy issued by us from time to time.

初始期限

Initial Term

指除非另有约定, 申请表中注明长度的期限, 并且开始于:

means, unless otherwise agreed, a term of the length specified in the Application Form and commencing on either:

- Ezypay依照协议处理首笔直接扣款交易之日; 或者
the date of the first Direct Debit transaction processed by Ezypay pursuant to the Agreement; or
- 我司处理申请表之日, 如本协议开始后3个月内Ezypay仍未处理该等交易
if no such transaction is processed by Ezypay within 3 months after this Agreement begins, the date we process the Application Form.

定义

Definitions

资不抵债

Insolvent

指破产，处于清算、管理令程序、破产产业接管之中，受制于公司重整协议，受制于债务偿还安排，或者无法在您的债务到期时进行支付。

means bankrupt, in liquidation, in administration, in receivership, subject to deed of company arrangement, subject to scheme of arrangement or otherwise unable to pay your debts as and when they fall due.

最低交易额

Minimum Transaction Amount

指我司必须按月代表您处理的直接扣款交易的最低金额，该金额可被记录于申请表和/或iconnect360申请表上。

means a minimum amount of direct debit transactions which must be processed by us on your behalf on a monthly basis and which may be recorded on the Application Form and/or the iconnect360 Application Form.

最低交易费

Minimum Transaction Fee

在线直接扣款申请

Online DDR

个人数据

Personal Data

委托人

Principal

指为补偿提供服务的成本，应向我司支付的最低金额。

refers to a minimum amount payable to us to cover the cost of providing the Services.

指您通过我司在线系统向我司提交的直接扣款申请

means a DDR submitted by you to us via our Online system

应具有2010年马来西亚《个人数据保护法》第4款所述的含义

shall have the meaning set out in Section 4 of the Malaysian Personal Data Protection Act 2010

指申请表上“委托人信息”一栏填写的人员或实体，并且在涉及商业名称的情况下，指拥有该名称的人员或实体。涉及“您”的均指委托人，除非文义另有所指。

refers to the person or entity in the "Principal Details" field on the Application Form, and in cases where a business name is referred to, the person or entity which owns the name. References to "you", "your" and "yours" are references to the Principal, unless the context requires otherwise.

退款政策

Refund Policy

撤回

Reversals

指我司不时发布的身份和访问政策。

refers to the refund policy issued by us from time to time.

指我司已收到并转给您的来自银行账户的客户付款，

但之后被金融机构或其他第三方撤销。

refers to Customer Payments from a bank account which have been received by us and forwarded by us to you, but which are subsequently reversed by a financial institution or other third party.

服务

Services

软件

Software

期限

Term

指本条款和条件第6条中所述的服务。

refers to those services specified in clause 6 of these Terms and Conditions.

指我司的业务管理系统。

means our Business Management System.

指依照第10条或第11条（视情况而定）的规定，初始期限或初始期限的续展。

means the Initial Term or a renewal of the Initial Term by operation of clause 10 or 11, as the case may be.

终止日

Termination Date

指依照本条款和条件，协议的终止日或期满日。

refers to the date of termination or expiry of the Agreement, in accordance with these Terms and Conditions.

费用表 FEE SCHEDULE

1. 委托人应向Ezypay支付以下最低交易费：如为银行账户支付，¥7.11，如为信用卡支付，¥12.40。
A Minimum Transaction Fee is payable by the Principal to Ezypay as follows: ¥7.11 for Bank, and ¥12.40 for Credit Card.
2. 如直接扣款失败，Ezypay将收取以下失败交易费：向客户收取¥25.79。
If a Direct Debit fails, the following Failed Transaction Fees will be charged by Ezypay: ¥25.79 charged to the Customer.
3. 如直接扣款因委托人向Ezypay提供的账户信息不正确而失败，且Ezypay被要求向委托人签发支票，则（就初次发生之后每次发生的该等情形），将向委托人收取¥129.19的费用。
If a Direct Debit fails due to the Principal providing Ezypay with incorrect account details and Ezypay is required to write a cheque to the Principal, then (on each instance that this occurs after the first instance) the Principal will be charged a Fee of ¥129.19.
4. 如委托人通过电话、传真或电子邮件指示Ezypay对直接扣款申请进行手动变更，则每次将向委托人收取¥51.68的费用。
If the Principal directs Ezypay to make a manual variation to a DDR, via phone, fax or email then the Principal will be charged a Fee of ¥51.68 per instance.
5. 如委托人要求Ezypay实施任何临时或非标准报告或者信息技术支持，则将向委托人按每小时¥1,033.66的费率，对每一小时的增量收取费用。
If the Principal requests Ezypay to undertake any ad-hoc or non-standard reporting or information technology support, then the Principal will be charged at a rate of ¥1,033.66 per hour, to be charged in one hour increments.
6. 如委托人要求Ezypay代表其向客户退款（为Ezypay的错误或差错所导致的除外），则委托人应就每笔退款支付¥129.21的费用。
If the Principal requests Ezypay to refund a Customer on its behalf (other than due to a mistake or error on behalf of Ezypay) then a fee of ¥129.21 per refund will be payable by the Principal.
7. 如委托人要求Ezypay代表其（包括为实施该等服务）进行邮件联络，则委托人应就每封邮件联络支付¥12.92的费用。
If the Principal requests Ezypay to undertake mail communication on its behalf (including in the fulfilment of these services) then a fee of ¥12.92 will be payable by the Principal for each piece of mail communication.
8. 如Ezypay被指定且被授权代表委托人获取客户更新的信用卡信息，Ezypay将就管理每份客户记录向委托人收取¥8.61。
If Ezypay is nominated and authorised to obtain updated credit card details of the Customers on the Principal's behalf, Ezypay will charge the Principal ¥8.61 for each Customer record managed.
9. Ezypay可收取每名客户¥8.61（含商品服务税）的数据处理费，该费用由客户按季度支付。
Ezypay may charge a data handling fee of up to ¥8.61 inclusive of GST, per customer payable quarterly by the customer.
10. 数据处理费于每年十月、一月、四月和七月，每季度结束后支付。
The data handling fee is payable for the quarter prior, in October, January, April and July each year.
11. Ezypay可就扣款前短信通知服务收取¥2.58的费用，该费用应由客户支付。
Ezypay may charge a fee of ¥2.58 for the pre-debit SMS notification service, payable by the Customer.

重要内容.....

The serious stuff....



我们的联系信息如下。
Our contact details are as below.

公司名称 Company Name	ICONNECT360 SDN BHD (906629-A)
网站 Website	www.ezypay.com
地址 Address	Level 14, Vista Tower, The Intermark, No. 348 Jalan Tun Razak 50400 Kuala Lumpur Malaysia
客户支持 Customer Support	asia.help@ezypay.com
销售 Sales	hello@ezypay.com