



General Terms and Conditions for Merchant (Seller)

General Terms and Conditions (GTC) for the provision of Services by du-it

1. Purpose

- 1.1 These GTC describe the terms and conditions applicable to the relationship between du-it and Seller.
- 1.2 Excluding any conditions or stipulations of third parties, these GTC apply to all Offers, Services and current and future Contracts between du-it and Seller.
- 1.3 Du-it offers the Services on the condition that Seller accepts these GTC.
- 1.4 Deviations from and additions to these GTC only apply if and insofar as these have been expressly accepted by du-it in writing.

2. Description of Services

2.1 Du-it will provide the following Services to Seller:

- 2.1.1 **Payment method:** du-it provides a business-to-business payment method for B2B Stores by integrating the du-it transaction handling system in the B2B Store, which enables (i) Buyer's (SME) to buy products and/or services in the B2B Store on a deferred payment basis and (ii) Seller to select a preferred pay-out period (i.e., Settlement Term as specified in the Merchant Registration & Onboarding Form).
- 2.1.2 **Customer service:** du-it operates a support desk which can be contacted by Seller and Buyer for operational support. The support desk is available from Monday to Friday from 09:00 till 17:00 (Malaysian Time) and can be reached by email via support@du-it.my
- 2.1.3 **Integration monitoring:** du-it provides technical support in relation to integration of the Services by Seller, by monitoring the integration process and monitoring the first Transactions after integration.
- 2.1.4 **Seller Portal:** du-it grants the Seller access to the Seller Portal, as defined in Schedule 1.
- 2.1.5 **Admin services:** du-it provides Seller with a Settlement Report following a Transaction via e-mail, including the information as described in Schedule 1. du-it will provide the Services in accordance with the Merchant Registration & Onboarding Form.

3. Effectiveness of the Contract

3.1 Unless explicitly specified otherwise, the Contract shall be effective as of the day on which all of the following conditions are fulfilled (“Effective Date”) (i.e. any and all obligations arising from the Contract shall only become effective under the following conditions precedent):

- 3.1.1 du-it and Seller have both signed the Merchant Registration & Onboarding Form (“**Contract Date**”);
- 3.1.2 Seller has provided du-it with all information necessary for du-it to fulfill its regulatory duties under applicable law and du-it has fulfilled such duties (e.g., anti-money laundering legislation);
- 3.1.3 du-it has performed an assessment of Seller, including, but not limited to, its financial situation (“**Seller Risk Assessment**”) and the outcome of such Seller Risk Assessment being satisfactory to du-it, at its sole discretion;
- 3.1.4 du-it has performed a Shariah screening on Seller’s business based on Shariah negative criteria checklist (“Shariah Screening”) and the outcome of such Seller Shariah Screening being satisfactory to du-it, at its sole discretion;
- 3.1.5 du-it has confirmed to Seller that the Seller Risk Assessment and Shariah Screening has been completed to the satisfaction of du-it.

3.2 If the Seller Risk Assessment cannot be finished in a timely fashion – to be established by du-it in its sole discretion – or the outcome of such Seller Risk Assessment is not satisfactory to du-it, at du-it’s sole discretion, du-it shall notify the Seller and the Contract shall terminate upon receipt of such notification by the Seller without any further notice or legal act being required and without any obligation on the part of du-it to compensate the Seller for any costs or damages whatsoever.

3.3 du-it will use reasonable efforts to complete the Seller Risk Assessment within a reasonable time, but is under no obligation to complete the Seller Risk Assessment within a certain amount of time. du-it cannot be held liable as a result of the Seller Risk Assessment not having been completed within a certain amount of time.

4. Performance and prices

- 4.1 All Offers, Contracts and prices stated by du-it are free of obligation on the side of du-it and may thus be changed by du-it at any given time. du-it will be entitled at all times to refuse to perform the Services at its full discretion, regardless of whether these are accepted pursuant to an Offer that has been issued to Seller without giving any reason for said refusal. Hence, unless agreed otherwise in writing, du-it shall not have any (continuous) obligation to perform the Services whatsoever.
- 4.2 Prices agreed in Contracts that have already been concluded will not be binding in the event of manifest and/or obvious errors (or typographical errors) and/or clerical errors. Unless expressly agreed otherwise, all prices stated by du-it are denominated in RM (Ringgit Malaysia) and are exclusive of Malaysian tax services.

5. Provision of the Services

- 5.1 Upon the Contract Date, Seller shall make reasonable effort to start using the Services as soon as possible, to which du-it shall provide the support that is necessary from du-it's side. Upon the Go-Live Date, du-it will grant Seller access to the Seller Portal. du-it shall perform the Set-Up Services up to and including the first month after the Effective Date in collaboration with Seller in order to make the Services ready for use for Seller provided that Seller has requested such Set-Up Services to be performed, and it being understood that Seller remains solely responsible for designing, configuring, parameterizing and tuning the set-up of the Services, converting and uploading possible data and, where required, modifying the hardware and user environment.
- 5.2 For each Purchase, a credit query for Buyer will be sent to du-it. du-it will subsequently perform a Credit Assessment Check and Shariah Screening of each Buyer. As between du-it and Seller du-it will control, in its sole discretion, all decisions concerning Buyer transactions approvals and underwriting of Buyer's use of any Services offered by or through du-it, including decisions on applicable credit limits for Buyer's, notwithstanding the Maximum Order Amount.
- 5.3 In case of an acceptable result of such Credit Assessment Check and Shariah Screening at the sole discretion of du-it – and provided that the Maximum Order

Amount as specified in the Order Form will not be exceeded as a result of the Purchase, du-it will agree to allow Buyer to make a Transaction. The Transaction will be registered in the Seller Portal accordingly.

- 5.4 After Buyer makes the Transaction pursuant to Clause 5.3, Seller will issue an invoice to Buyer containing an overview of the Purchase, which invoice and shall comply with all applicable laws and regulations and in compliance with Shariah principle. Such invoice shall not constitute a Payment Request. The invoice shall specify that du-it will provide the Buyer with a separate Payment Request.
- 5.5 Seller acknowledges that for each Transaction, du-it shall have the sole right to receive and/or collect payment of the Transaction Amount from Buyer. For each Transaction, du-it will pay an amount equal to the Transaction Amount after deduction of the Service Fee/or Merchant Discounted Rate (i.e., the Seller Transaction Amount) to Seller within the Settlement Term, as further set out in Clause 7.3 below and in accordance with the terms and conditions as stipulated in the Merchant Registration & Onboarding Form and these GTC.
- 5.6 Seller acknowledges that for each Transaction, du-it shall have the sole right to decline the Transaction if the Transaction contains sale of Shariah non-compliant good(s) and/or service(s).
- 5.7 The relation between Buyer and Du-it will be regulated between Du-it and Buyer with no further involvement of Seller.

6. Invoicing, Shipping Policy

- 6.1 After the Transaction, Seller shall provide Du-it with relevant information relating to the Purchase and the relevant Buyer, including a copy of the invoice relating to such Transaction, Buyer's contact details, the amount of purchased goods/services and a reference to the order number of the Purchase.
- 6.2 du-it shall collect the Transaction Amount from Buyer via a Payment Request sent to Buyer via e-mail or another method. du-it shall only submit the Payment Request to Buyer after Capture relating to the relevant goods or services.
- 6.3 Seller shall undertake to ship the goods or perform the services as soon as reasonably possible after the Purchase has been made by Buyer and in accordance with the Shipping Policy.

7. Service Fee, Payment

- 7.1 For each Transaction, du-it will be entitled to receive a Service Fee from Seller for the provision of the Services, based on the rates set forth in the Merchant Registration & Onboarding Form. The Service Fee will be charged per Transaction and will be deducted from the Transaction Amount within the settlement Term. Service fee is limited for the payment services utilized by the Merchant themselves and does not related with debt relationship between Buyer and du-it.
- 7.2 All Service Fees and other claims du-it may have under the Contract are excluding sales tax where sales tax is applied (and calculated on the Transaction Amount), or any applicable local tax.
- 7.3 For each Transaction, du-it will pay the Seller Transaction Amount to Seller within the Settlement Term. du-it does not accept any responsibility whatsoever for a delay in the payment of the Seller Transaction Amount which is due to interbank systems or other circumstances over which du-it has no control.
- 7.4 Payment of the Seller Transaction Amount to Seller shall be made in the currency and to the bank account of Seller as specified in the Merchant Registration & Onboarding Form. Any costs due to conversion of currency will be borne by Seller.

8. Assignment of Payment Obligation

- 8.1 Due to the payment obligation of du-it under Clause 7.3 above, Seller acknowledges that, on the basis of the Contract, Buyer assigns du-it to conduct a payment obligation of all Transaction Amounts to Seller following a Purchase whereby Buyer uses the Services as payment method based on Qard principle. Insofar as such would not be possible in any relevant jurisdiction, allowing Buyer to make a Purchase in the B2B Store using the Services as payment method shall constitute such assignment.
- 8.2 du-it is authorised to (further) notify Buyer (SME) s of the transfer and assignment of debts of (and/or claim upon) such Buyer (SME) s at all times, both on behalf of itself and Seller. du-it is further authorised to assign, transfer and/or sell any such debt and/or claim to a third party.

9. Seller’s Obligations Related to the Services

- 9.1 Within the Initial Contract Term, Seller endeavours to process a total number of Transactions through the Services with an aggregate amount specified in the Merchant Registration & Onboarding Form (i.e., Expected Transaction Volume). In case Seller does not meet the Expected Transaction Volume as stipulated in the Merchant Registration & Onboarding Form within the Initial Contract Term, Parties agree to renegotiate the applicable terms prior to a Renewal Term.
- 9.2 Seller shall not resell or redistribute access to the Services in any manner without prior written consent of du-it.
- 9.3 Seller shall provide du-it with any information that du-it requires to provide the services, e.g., all information required by du-it to identify Buyer (as described in Clause 6.1).
- 9.4 Seller warrants that it shall at all times comply with any technical requirements imposed by Du-it to enable the use of the Services.

10. Seller’s General Obligations

- 10.1 Upon request from du-it, or as otherwise required at any time, Seller is obliged to immediately in any event within forty-eight (48) hours after such request is being made provide du-it with all information that du-it needs for the fulfilment of its obligations under the Contract, its regulatory duties (e.g., anti-money laundering information) or Seller Risk Assessment. Furthermore, Seller hereby gives du-it its explicit consent to monitor Seller’s activity and/or payment transactions for the prevention and detection of money laundering, fraud, breach of sanctions and other crimes, as well as its compliance with the Prohibited Business/Industries List and Shariah Negative Criteria Checklist. Seller allows du-it with no delay, upon request, and, if necessary, the supervisory and law enforcement authorities, access to all relevant information retained concerning the Services and shall actively and fully cooperate in any investigations. Furthermore, Seller warrants that it will not be active in any industry or engage in any activity included in the Prohibited Business/Industries List and Shariah Negative Criteria Checklist. Any failure of

Seller to comply with the provision as set out in this Clause 10.1 shall result in a material breach of these GTC, which shall entitle Du-it to immediately suspend the provision of the Services and/or terminate the Contract concluded between du-it and Seller notwithstanding Clause 4.1 of these GTC.

- 10.2 In case Seller suspects that a Buyer is conducting and/or involved in (either knowingly or unknowingly) fraudulent or other criminal activity, whether or not related to a Transaction or the Services, Seller shall immediately, without undue delay, report such activity to Du-it via support@du-it.my and shall provide du-it with any and all information relating to such suspected conduct.
- 10.3 If there are any material changes with regard to the type of products or services offered by Seller or if the name under which Seller conducts its business is changed, Seller shall notify du-it of such changes without any delay.
- 10.4 Seller is obliged to display the address of its permanent establishment, its privacy policy, an active customer service email address and a customer service telephone number in the B2B Store, as well as any other information required to be provided under applicable laws, regulations or other applicable rules. Seller warrants that it will provide relevant and compliant information regarding cookies as well as comply with any requirements to obtain Buyer (SME) 's affirmative consent prior to setting the cookies. Seller shall indemnify and hold Du-it harmless against any Claims or Losses arising out of Seller's breach of this Clause.
- 10.5 Seller hereby permits du-it to use the contractual relationship between du-it and Seller for marketing purpose, which inter alia, entails that du-it is entitled to use Seller's name and logo on the du-it website and marketing materials.
- 10.6 Seller acknowledges and agrees that, in relation to the Purchase, it is Seller's sole responsibility to ensure that all tax laws and regulations are complied with and that, if specific information has to be provided by Seller to Buyer (SME)'s under local applicable laws, or if Buyer requests certain information to be provided by Seller (e.g., specific tax or other tax information), it is Seller's responsibility to provide a document containing such information. Such aforementioned documents shall not contain any bank details of Seller. Should the content of the document sent out by Seller lead to an increased number of complaints (e.g., due to Buyer (SME) s paying to Seller's bank account or using incorrect reference numbers), Seller will, in cooperation with du-it, adjust the content of such documentation to mitigate such problems.

- 10.7 Seller warrants that Du-it has the sole right to collect and/or receive payment of the Transaction Amount, and warrants that it will not carry out any action which may limit or impair such right in accordance with any applicable laws. Seller warrants that it has and at all times shall maintain and uphold all necessary permits, insurances and licenses required for its business, its business operations and business activities. If du-it so requests, Seller shall, without undue delay, provide du-it with any documentation or other information verifying that Seller upholds valid permits and licenses. Further, Seller warrants that all Transaction Amounts are connected to Purchases which are permitted under and in compliance with all applicable laws and these GTC. Notwithstanding its right to refuse performance of the Services as included in Clause 4.1, du-it has the right to suspend the provision of the Services at any time if there is reason to assume the provision of the Services, the Services as such or Seller 's activities could be deemed illegal, unethical, involves an unacceptable risk for du-it (at its sole discretion) or in any other way non-compliant with any applicable rule or regulation or these GTC.
- 10.8 To the extent that Seller engages sub-Seller s that will deliver goods and/or perform services to Buyer (SME) s, Seller is fully liable for all sub-Seller s and for the sub-Seller s' fulfilment of its obligations in relation to Buyer (SME) s. Seller acknowledges and agrees that du-it may itself, or may require Seller to, at any time (e.g. due to a sub- Seller's non-compliance with applicable laws or du-it's instructions) block or in any other way terminate the provision of its Services in relation to Purchases via a specific sub-Seller . Seller may not grant any sub-Seller access to the Services.
- 10.9 Seller itself is responsible for the hardware, infrastructure and auxiliary software and ensures that the (auxiliary) software for its own hardware is installed, organised, parameterised and tuned. Seller shall take appropriate measures to ensure that any equipment that is used by Seller to access the Services, such as PC's, laptops, tablets or smartphones, is secure and free from viruses and other malicious software.
- 10.10 Seller shall ensure that all employees and/or auxiliary persons that it deploys in the performance of the Contract shall have the knowledge and experience required to use the Services. Seller may allow its employees and/or auxiliary persons to use the Services solely for Seller's internal business purposes, provided that (i) Seller ensures its employees and/or auxiliary persons comply with the terms of the

Contract (where applicable) and other end users terms (if applicable) and (ii) Seller shall be liable towards Du-it as if acts and omissions of employees and/or auxiliary persons would have been Seller's own.

10.11 Seller is responsible for the management, monitoring, checks of the settings, (manner of) implementation, and use of the Services provided by du-it.

10.12 du-it may continue to provide the Services using a new or modified version of the underlying (source) code or software. du-it is not obliged to maintain, modify, or add particular features or functionalities of the Services specifically for Seller unless otherwise agreed.

11. Repayment obligation of Transaction Amount

11.1 In certain situations, du-it has the right to require Seller to re-pay the Seller Transaction Amount to du-it. Before du-it requires Seller to re-pay the Seller Transaction Amount hereunder based on Buyer (SME)'s claim not to be obligated to pay the Transaction Amount, du-it will use its reasonable efforts to communicate with Seller and Buyer to assess the legitimacy of Buyer (SME)'s claim in accordance with Clause 12.3. du-it may require Seller to repay the Seller Transaction Amount in the following situations (provided that Du-it has already paid the Seller Transaction Amount to Seller).

11.2 if there is a dispute or contestation between Seller and Buyer regarding the Transaction or Buyer (SME)'s obligation to settle the Transaction Amount, and such dispute or contestation is not based on Buyer (SME)'s mere unwillingness or inability to pay the Transaction Amount (a dispute may be e.g., when the goods or services are alleged to be faulty or not delivered in full, as further described in Clause 12 below);

11.2.1 in case Seller or Buyer engaged in or is engaging in fraudulent or other criminal activities;

11.2.2 if a Transaction is made by a natural or legal person who may reasonably be considered to share a financial interest with Seller including but not limited to, a company affiliated to Seller owners or an employee of Seller and/or such affiliated company. This sub-clause does not apply if Seller has more than 30 (thirty) employees;

11.2.3 if Seller or Buyer in connection with the Transaction has not provided Du-it with the information that Du-it requires to submit a Payment Request to Buyer

(including, but not limited to, Buyer (SME)'s contact details and the goods/services purchased);

11.2.4 if Seller has deviated from Du-it's applicable Shipping Policy, or if the goods/services cannot be delivered in accordance with such Shipping Policy following a Transaction. This merely applies where Buyer claims that it has not made a Purchase or that it has not received the goods/services;

11.2.5 if Seller does not meet the requirements, or if Seller fails to perform any other obligation in connection with invoicing or otherwise pursuant to the Contract; and/or if Buyer has used its lawful right to withdraw from/cancel the Purchase and/or its agreement with Seller or Buyer (SME) has used any additional rights of withdrawal or return as extended to Buyer by Seller.

11.3 In case Seller has agreed with Buyer on a return of the goods/services purchased by Buyer, or a reduction of the Purchase Price, or if Buyer has used its return/revocation rights under applicable laws, Seller shall inform du-it thereof without undue delay. In the event that either Party has already fulfilled its payment obligation under this Contract following a Transaction, the following repayment obligations will apply:

11.3.1 if Buyer has already paid (a portion of) the Transaction Amount to du-it and du-it has not yet paid the Seller Transaction Amount to Seller du-it shall repay (a portion of) the Transaction Amount to Buyer and du-it shall deduct the Service Fee in connection with the Transaction from the next aggregated pay-out of the Seller Transaction Amount to Seller;

11.3.2 if Buyer has already paid (a portion of) the Transaction Amount to du-it and du-it has already paid the Seller Transaction Amount to Seller du-it shall repay (the relevant portion of) the Transaction Amount to Buyer and du-it shall deduct the Seller Transaction Amount in connection with the Transaction from the next aggregated pay-out of the Seller Transaction Amount to Seller;

11.3.3 if Buyer has not yet paid the Transaction Amount to du-it and du-it has already paid the Seller Transaction Amount to Seller du-it shall deduct the Seller Transaction Amount from the next aggregated pay-out of the Seller Transaction Amount to Seller;

11.3.4 if Buyer has not yet paid the Transaction Amount to du-it and du-it has

not yet paid the Seller Transaction Amount to Seller du-it shall deduct the Service Fee in connection with the Transaction from the next aggregated pay-out of the Seller Transaction Amount to Seller; or

11.3.5 if Buyer has (in error) paid (a portion of) the Transaction Amount to Seller and Seller has not yet transferred such amount to du-it in accordance with Clause 12.2 below, Seller shall repay (the relevant portion of) the Transaction Amount to Buyer and payment of the Service Fee is due from Seller to du-it.

11.4 In the event du-it requires Seller to re-pay the Seller Transaction Amount in accordance with the previous sub-clauses, Losses or other costs may arise, for which du-it has the right to compensation. The amount charged by du-it will correspond to du-it's actual Losses and depend on whether the returned Seller Transaction Amount is in reminder status, in debt collection status or in bailiff status. du-it may also be entitled to compensation under other provisions of the Contract. For the sake of clarity, in the event du-it requires Seller to re-pay the Seller Transaction Amount, du-it retains the Service Fee.

11.5 Any claims du-it may have vis-à-vis Seller or vice versa pursuant to Clause 11.2 shall as much as possible be settled by way of set-off. In the event that set-off is not reasonably possible (e.g., because counterclaims with which to set-off are not reasonably expected within a reasonable amount of time), the relevant party may demand payment in cash.

12. Seller's Obligation Regarding Transaction Amounts, Disputes and Complaints

12.1 Seller shall not without du-it's written consent enter into an agreement or arrangement with any third party regarding the Purchase, pledging or payment of the Purchase Price, nor any other arrangement which restricts du-it's ability to obtain payment of the Transaction Amount from Buyer following a Transaction. Seller may not enter into agreements with Buyers (SME) in other countries than those approved by du-it or in other currencies than contractually agreed.

12.2 If Buyer (or a third party) directly pays the Transaction Amount to Seller shall immediately register such payment in the Seller Portal or otherwise appropriately communicate this to du-it. du-it shall then deduct the Transaction

Amount and the Service Fee (i.e., Seller Transaction Amount) in connection with such Transaction from the next aggregated pay-out of the Seller Transaction Amount to Seller.

- 12.3 Seller shall answer du-it's questions regarding Transactions without undue delay. du-it and Seller shall in particular inform each other if Buyer disputes the obligation to settle the Transaction Amount as described in Clause 11.1 above. Seller undertakes to handle Buyer complaints promptly and correctly. If Buyer files a complaint with Seller and such complaint is not solved within the time period as stipulated by du-it, Seller shall inform du-it accordingly. Seller shall provide du-it, both on its own initiative and upon request from du-it, any and all information relating to such complaint forthwith.
- 12.4 Seller will remain responsible and liable in case of, for example, (i) non-performance (e.g., Buyer receives the wrong or damaged goods); (ii) Buyer cancels a Transaction; (iii) Buyer delays payment of the Transaction Amount while resolving a product quality dispute; (iv) Buyer is unhappy with the service provided by Seller and decides not to pay; (v) Buyer disputes the Payment Request and/or pays a lesser amount; et cetera. In case Buyer disputes a Payment Request and du-it has not yet paid the Seller Transaction Amount to Seller du-it is entitled to suspend payment thereof until the dispute has been sufficiently solved by Seller or du-it in accordance with Clause 12.3. If du-it has already paid the Seller Transaction Amount to Seller and subsequently assesses that Buyer is not obliged to pay the Transaction amount following a successful claim pursuant to Clause 11.1, the repayment obligations in Clause 11.2 will apply.
- 12.5 Seller is solely responsible for the performance of its obligations (and those of its employees, agents, sub-Sellers and representatives) in relation to Buyer (SME) s under the Contract with du-it in relation to Buyer (SME) s, whether under any agreement with Buyer (SME) s or under any applicable laws. Seller shall not use the Services in relation to Transactions which are deemed illegal under any applicable law including Shariah law.
- 12.6 In relation to the Services, Seller shall not impose any fees or otherwise set a higher Purchase Price for goods or services on the basis that the Purchase is made through the Services, or to act discriminatory towards du-it in any other way.

- 12.7 The good / security interest will be collateral (Rahn) for the debt obligation between Buyer and du-it and Seller herewith grants du-it an unconditional and irrevocable power of attorney to apply for debt relief at the relevant authority'. Seller does not involve the debt relationship between du-it and buyer SME. It is crucial to ensure the independence of the relationship between du-it- Seller (Ujrah) and du-it-Buyer (Qard).

13. Purchases And Handing Out Goods in Physical Stores

- 13.1 Unless it is agreed to include and integrate in-store under the Contract, Seller is not entitled to use the Services for the sale of goods in physical stores. Unless Clause 13.2 applies, Seller is neither entitled to accept the return of goods in its physical store(s).
- 13.2 If Seller has integrated the Services in its physical stores or has been permitted by Du-it to accept returns in physical stores, Seller may accept return of goods in its physical store(s) subject to the following conditions: (i) all returns shall immediately be registered in the Seller Portal; (ii) all refunds of the relevant Transaction Amounts to Buyer following such return are handled by du-it (i.e. Seller may not refund the Transaction Amount to Buyer in case of a return); and (iii) Seller shall adhere to any other reasonable instruction du-it may provide from time to time specifically relating to return of goods in physical stores. Seller shall indemnify and hold du-it harmless against any Claim that Du-it suffers due to Seller not fulfilling its obligations under sub-points (i)-(iii) above.

14. Right To Retain Payments and Set-Of

- 14.1 If the Contract terminates by the Seller for any reason, du-it may retain payments owed to Seller including, but not limited to Seller Transaction Amounts due, for the purpose of covering du-it's financial risks. The amount retained shall not exceed Du-it's financial risk exposure. If the contract terminated by Seller, du-it may retain payment. If the contract terminated by du-it, du-it may not retain payment and pay significant amount to Seller due to termination.
- 14.2 du-it may temporarily retain payment of the Seller Transaction Amount corresponding to its financial risk exposure if:

- 14.2.1 Seller materially breaches the Contract;
 - 14.2.2 Seller repeatedly breaches the Contract, and fails to cure the breaches after receiving notice from du-it;
 - 14.2.3 du-it reasonably suspects that Seller is engaging in or has engaged in fraudulent or other criminal activity;
 - 14.2.4 Seller's financial standing or ability to fulfil orders or satisfy refunds to Buyer (SME) s materially reduces; or
 - 14.2.5 du-it and Seller are engaged in recurring and/or continuing disputes relating to the Contract.
- 14.3 Prior to du-it retaining payment of the Seller Transaction Amount in accordance with this Clause 14, du-it undertakes to inform Seller as to the reason why such payment will be retained. du-it undertakes to pay any retained Seller Transaction Amount under this section once the underlying reason for retainment has been cured. du-it shall notify Seller thereof.
- 14.4 Du-it may temporarily retain payment of the Seller Transaction Amount corresponding to its financial risk exposure in case Du-it has concerns regarding Seller 's financial standing, until the moment that:
- 14.4.1 du-it and Seller reach an agreement to mitigate the relevant financial concerns; or
 - 14.4.2 Seller provides du-it adequate proof of solvency to du-it reasonable satisfaction.
- 14.5 du-it may retain payment of the Seller Transaction Amount to Seller if there is a reasonable risk that du-it, due to a breach of the Contract (of which these GTC form an integral part), or a breach of applicable law by Seller may incur fines, penalties or other Claims from third parties. du-it may only retain payments in an amount that corresponds to its reasonable estimate of such fines, penalties or other Claims and shall pay such retained Seller Transaction Amount(s) to Seller without delay when du-it deems such risk no longer present.
- 14.6 du-it may, in its own discretion, offset amounts owed to Seller against any Claim du-it may have against Seller.

15. Limitation Of Action and Liability

- 15.1 If a Party does not fulfill its obligations under the Contract, the other Party shall be entitled to claim Losses.
- 15.2 Neither Party is liable, whether in contract or tort (including negligence for breach of statutory duty, or otherwise arising under or in connection with the Contract, for any Losses caused by its employee and/or assistants it engages, nor for any consequential and/or indirect Losses, including (but not limited to): loss of profits, income, revenue, turnover, anticipated savings, business, contracts, goodwill or commercial opportunities, as well as all other (forms of) consequential harm or business losses. Consequential and/or indirect Losses also explicitly includes all Losses that are arising out – or are the result – of errors, malfunctions and/or failures in the Services (except as far as it concerns Losses to the Service itself). Furthermore, neither Party shall be liable for unforeseeable damages or damages atypical for the Contract, and particularly not for punitive or consequential damages.
- 15.3 du-it does not accept any liability for unavailability of the Services or any other circumstance which may result in the Services being unavailable. To the maximum extent permitted by applicable law, du-it hereby disclaims all implied warranties regarding the availability of the Services, fitness for a particular purpose or non-infringement. The Services are provided “as is” and “as available” without warranty of any kind, meaning that Du-it does not guarantee that the Services are free of errors and functions without any interruptions. In addition, Du-it rejects all implied warranties that the Services and the use thereof comply with Seller’s expectations thereof.
- 15.4 Parties can only be liable for direct Losses. Direct Losses are defined as Losses other than indirect or consequential Losses, incurred by a Party and can/shall solely (exclusively) be reasonable costs:
- 15.4.1 to establish or determine the cause and the scope of the Losses, insofar as such establishments/determinations relate to direct Losses in the sense of these GTC;
 - 15.4.2 incurred to bring the faulty performance in line with the Contract, insofar as these are attributable to the defaulting Party; or
 - 15.4.3 costs incurred to prevent or limit the Losses insofar as the claiming

Party proves that these costs have resulted in a limitation of the direct Losses as referred to in these GTC.

- 15.5 In addition, the maximum aggregate (annual) liability of du-it for Losses shall be limited to eighty percent (80.00%) of the amount corresponding to the Service Fee paid or payable by Seller to du-it in the twelve (12) months immediately preceding any Claim.
- 15.6 All aforementioned limitations of liability do not apply in the event that the claimed Losses are the result of an intentional act or omission, gross negligence /or wilful misconduct of a Party.
- 15.7 The limitation of liability set out in this Clause, shall not apply to any explicit warranties or indemnifications given under this GTC or the Contract.
- 15.8 All rights and/or Claims of a Party will lapse;
 - 15.8.1 Without prejudice to sub-clause 15.8.2 and 15.8.3 below, if the claiming Party has not instituted legal proceedings on the date falling six (6) months after the date the claiming Party became aware (or should reasonably have become aware) of the Losses;
 - 15.8.2 on the date falling nine (9) months after the event causing the Loss/harm occurred;
 - 15.8.3 on the date falling nine (9) months after the Services were performed.
- 15.9 The term for prescription of all Claims and defences of a Party against the other Party and/or any of its employees or assistants it has engaged, is twelve (12) months.

16. Confidentiality

- 16.1 All confidential information which Parties exchange within the context of the Contract and any negotiations relating thereto, will remain undisclosed in respect of third parties. Information is considered confidential if this results from the nature of the information or the information is explicitly regarded as confidential by either Party.
- 16.2 Parties will not use or disclose the confidential information for any purpose other than is necessary in connection with the execution of the Contract.
- 16.3 Neither Party is liable for compensation of damages or indemnification, if they

are required by law to disclose the confidential information and comply with this statutory duty.

- 16.4 Confidential information does not include information that:
- 16.4.1 is known or becomes known to the public in general, other than as a result of a breach of this Clause 16 by a Party;
 - 16.4.2 is or has been independently developed or conceived by a Party without the use of confidential information; or
 - 16.4.3 is or has been disclosed to a Party by a third party without a breach of any obligation of confidentiality such third party may have.

17. Duration and Termination

- 17.1 The duration of the Initial Contract Term is specified in the Merchant Registration & Onboarding Form.
- 17.2 Upon expiry of the Initial Contract Term, the Contract Term is tacitly extended with consecutive one-year periods (i.e., Renewal Term(s)), unless du-it or Seller terminates the Contract by serving a written notice of termination to the other Party, at least 3 (three) months before the end of the Initial Contract Term or a Renewal Term.
- 17.3 If the Contract is terminated or ceases to have effect, any provisions of this Contract which are intended, by the Parties or in its nature, to survive such termination shall continue in full force thereafter. This includes in any event the obligations under Clauses 16 and 22.
- 17.4 Insofar as legally possible, either Party is authorised, but not obliged, to terminate the Contract with immediate effect in the event that the other Party:
- 17.4.1 is declared bankrupt or applies for suspension of payment, has submitted a request to be declared bankrupt, has applied for debt restructuring or any other proceedings equal or similar to the aforementioned proceedings, in any jurisdiction;
 - 17.4.2 decides to dissolve or liquidate itself, its business or actually terminates its business activities;
 - 17.4.3 has provided incorrect or misleading information, or has concealed circumstances of importance; or
 - 17.4.4 harms, damages or injuries (defamation) the other Party's

reputation, the reputation of its brands and/or services or products in any way whatsoever.

- 17.5 In case du-it terminates the Contract pursuant to Clause 17.4 above, du-it has the right, but not the obligation, to, after deduction of the Service Fee and any other amounts du-it is entitled to claim from Buyer pursuant to or in connection with the Contract, Du-it shall offer to sell the debt which equivalent to unsettled Transaction Amount to Seller, if Seller agree to purchase the debt, Seller shall pay the aggregate amount of all unsettled Transaction Amounts and du-it will transfer the rights it has against Buyer (SME) s in respect of any or all unsettled Transaction Amounts paid by the Seller. Insofar as necessary, the necessity of which to be determined by the Seller shall procure any notifications to Buyer's necessary for such assignment/transfer under applicable laws.

18. Intellectual Property

- 18.1 All intellectual property rights emanating from the Services are exclusively owned by du-it (or its licensors, where applicable). The same applies to all intellectual property rights vesting in or related to all AI (artificial intelligence), software, technology, (online) content, photographs, designs, drawings, models, slogans, texts, descriptions, artistic products, artwork, data, trade names, trademarks used or offered by du-it in the course of rendering its Services.
- 18.2 Intellectual property rights include (under any applicable jurisdiction) patents, copyrights, trademarks, trade names, service marks, service names, internet domain names, trade secrets and knowhow, all including pending applications therefore (to the extent applicable). Seller acknowledges that no licence is granted to use or apply any of du-it's intellectual property rights unless expressly permitted by either these GTC or otherwise expressly permitted by du-it in writing.
- 18.3 Seller shall not, either directly or indirectly via a third party, (attempt to) reverse assemble or decompile any part of the AI (artificial intelligence), software or other technology used or offered by du-it in the course of rendering its Services
- 18.4 Seller acknowledges that any unauthorised redistribution or dissemination of the Services rendered by du-it causes materially and irreparably harm to du-it.

19. Force Majeure

19.1 Notwithstanding Clause 4.1 of these GTC, du-it may, at its discretion, terminate the Contract or suspend its execution, if, due to circumstances beyond its sphere of influence or of which it was not aware, it temporarily cannot comply with its obligations without being liable to pay any compensation for damages.

20. Data Protection

20.1 In performing the Contract, Seller may share with du-it personal data (“**Personal Data**”) within the meaning of the General Data Protection Regulation (“**GDPR**”). This Personal Data may regard persons associated with Seller and Affiliated Companies for purposes such as (i) provision of the Services, or (ii) for Know Your Customer obligations to which Du-it is subject. The Personal Data may also regard Buyer (SME) s for purposes such as processing and administering payments. The processing of such Personal Data by Du-it is further described in du-it’s privacy notice as available on <https://du-it.my/privacy-policy.html>.

20.2 Seller acknowledges that, with respect to the processing of Personal Data as described in Clause 20.1, Seller and du-it each qualify as a data controller within the meaning of the GDPR.

20.3 Seller will comply with the GDPR and other relevant data protection legislation (together referred to as the Privacy Legislation) when sharing Personal Data with du-it as described in this Clause 20. In this scope, Seller will in any case ensure that Buyer (SME) s and any person associated with Seller or its Affiliated Companies are made aware of the processing of their Personal Data by du-it and of the privacy notice before a Contract is concluded or before any Personal Data is disclosed by Seller to du-it, whichever occurs sooner.

20.4 Seller will provide du-it all necessary assistance or perform all necessary formalities as reasonably required by du-it under the Privacy Legislation.

21. Miscellaneous

- 21.1 If, in a given case, Du-it does not enforce parts of the Merchant Registration & Onboarding Form and/or these GTC, this shall not be regarded as a waiver of the right to enforce this at a later stage against Seller.
- 21.2 Seller cannot transfer its rights and obligations under the Contract to third parties. Du-it can assign and/or transfer all rights and obligations under the Contract to a third party, without consent from Seller being required. Insofar as such consent would be required under any applicable law, such consent is herewith granted. Insofar as such consent cannot be granted in advance, Seller shall grant such consent upon first request by Du-it.
- 21.3 du-it may revise these GTC unilaterally from time to time at its own discretion. In case of an envisaged amendment of the GTC, du-it shall inform Seller thereof by giving at least thirty (30) days written notice to Seller via email or in the Seller Portal. If the amendment has a material adverse impact on Seller and Seller does not agree to the amendment, Seller may give written notice of its objection to du-it within fifteen (15) days after receiving notice of the amendment. If du-it receives such notice, du-it will contact Seller to discuss the objections of Seller. If Seller continues to refuse to accept the amendment and du-it refuses to withdraw the announced amendment, Seller is authorised to terminate the Contract by giving at least one (1) month written notice to du-it (such termination notices to be sent at the latest thirty (30) days after Seller received notice of the amendment). Seller is not entitled to object to and shall not have the rights set out in this Clause 21.3 for any of the following amendments to these GTC:
- 21.3.1 non-material amendments, meaning amendments do not, in the aggregate, materially and adversely affect the interest of Seller;
 - 21.3.2 amendments which du-it implements in order to comply with applicable law; or
 - 21.3.3 amendments which du-it implements as a consequence of modifications, enhancements or other changes and/or additions to the Services.
- 21.4 After amendment of the GTC, du-it shall provide Seller with the amended GTC. The latest version of these GTC always applies between Du-it and Seller.
- 21.5 If any provision of the Merchant Registration & Onboarding Form and/or these GTC is deemed unlawful, void, voidable or otherwise unenforceable, this does not

affect the validity and enforceability of the remaining provisions of the Merchant Registration & Onboarding Form and/or these GTC. The unlawful, void, voidable or otherwise unenforceable part shall be deemed replaced by a valid and enforceable provision that achieves the aim and scope of the replaced provision closely.

- 21.6 If at any time any provisions of these GTC conflicts with the Contract, the provisions of the Contract shall prevail.
- 21.7 Clause 3.1 of the Merchant Registration & Onboarding Form and Clauses 1, 3, 10, 15, 16, 18, 19, 20, 21 and 22 of these GTC are effective upon entering into the Contract. The conditions precedent included in these GTC do not apply to the obligations resulting from the aforementioned clauses.
- 21.8 The English language version of this Agreement shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions of this Agreement.

22. Applicable Law and Competent Court

- 22.1 These GTC, the Contract and/or any other contracts ensuing therefrom, or any disputes and/or non-contractual obligations relating thereto, are governed exclusively by the laws of Malaysia.
- 22.2 Unless contrary to mandatory law, all disputes and Claims arising out of or in connection with the Contract, these GTC and/or any other contract shall be submitted solely to the competent court in Malaysia.