

聘用條款 TERMS OF ENGAGEMENT

本公司與您之間之協議

Our Agreement with you

1. 本公司將：

We will:

- 以您的獨家代理人身分，向您的客戶提供計費及收款服務。
act as your exclusive agent to provide billing and collection services for your Customers.

2. 本公司將不：

We will not:

- 除非特別是在我們的協議中規定，以其他方式成為您的代理人；或
unless specifically provided for in our Agreement, be your agent in any other way; or
- 成為您的合夥人或合資人。
be your partner or joint venturer.

3. 您不得：

You must not:

- 與本協議有效期間內使用其他計費及收款服務。
use another billing and collection service during our Agreement.

本公司協議的開始及終止時間

When our Agreement begins and ends

4. 本公司協議開始於：

Our Agreement begins:

- 本公司處理申請表之日；以及
on the date we process the Application Form; and
- 即使本公司尚未處理任何直接扣款交易。
even if we have not processed any Direct Debit transactions.

5. 本公司協議終止於：

Our Agreement ends:

- 期間終止時；或
at the end of the Term; or
- 本公司基於本公司協議有權提前終止協議之時。
earlier if we have a special right to terminate under our Agreement.

本公司提供之服務

The Services we will provide

6. 本公司將：

We will:

- 紀錄客戶付款；
record Customer Payments;
- 直接向客戶扣款；
Direct Debit Customer Payments;
- 收取客戶付款；
collect Customer Payments;
- 定期向您提供本公司已收取金額之定期報表；
provide you with a regular statement of the funds we have collected;
- 透過本公司網路介面或經由其他電子方式提供您的報表；
make your statements available on our web interface or via other electronic means;

- 藉由在扣除本公司之費用和您積欠本公司之任何其他款項後，將款項存入您帳戶之方式，在每次提供報表後向您報帳；以及
account to you after each statement by crediting your account after deducting our Fees and any other amounts you owe us;
and
- 如經您指示並提供客戶授權，直接從客戶的帳戶中扣除費用。
if you tell us to do so and provide the Customer's authority, directly debit the Customer's account for Fees.

7. 本公司得：

We may:

- 在經濟上合理且可行之情況下，就逾期客戶付款向客戶發送不超過二次之通知；
send up to two notifications to a Customer for overdue Customer Payments if it is reasonably economical and practicable to do so;
- 基於以下第 39 條之規定，向您提供遠端存取；
provide the Access Pack to you on the basis set out in clause 39 below;
- 對線上直接扣款申請及直接扣款門戶提供存取管道；
provide access to Online DDR and Direct Debit Gateway;
- 提供 iconnect360 使用者授權及相關服務，例如基於 iconnect360 條款與條件之實施與資料移轉；及 / 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.
- 基於 iconnect360 條款與條件以及您遵守最低交易金額之基礎，免費提供 iconnect360 使用者授權及相關服務。
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.

本公司協議之終止

Termination of our Agreement

8. 本公司終止本公司協議之權利

Our right to terminate our Agreement

本公司將：

We may:

- 得以任何原因隨時向您發送終止日三十（30）天前之書面通知終止本公司協議。
terminate our Agreement at any time for any reason if we give you thirty (30) days prior written notice.

9. 您終止本公司協議之權利：

Your right to terminate our Agreement

您可以：

You may

- 向本公司發送不早於期間結束前六（6）個月且不遲於期限結束前六十（60）天之書面通知，於期限結束時終止本公司協議。
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.

本公司協議初始期間結束後之後果

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

10. 於初始期間結束時：

At the end of the Initial Term:

- 如您在結束前六（6）個月及期限結束前六十（60）天之間向本公司發送書面通知，則本公司協議將終止；
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，本公司協議將延續與初始期間相同之期間。
if you have not provided notice, our Agreement will continue for another term of the same length as the Initial Term.

11. 在任何後續期間完成時：

On completion of any further period:

- 同樣地，如您在結束前六（6）個月及期限結束前六十（60）天之間向本公司發送書面通知，則本公司協議將終止；
again, our Agreement will end if you have provided between sixty (60) days and six (6) months prior written notice;
- 同樣地，如您未提供通知，本公司協議將再次延續與之前延續期間相同之期間；以及
again, if you have not given notice, our Agreement will continue for a further period of the same length as before; and
- 本公司協議將依此基礎無限期持續延展，直至貴我雙方之任何一方按照本條款與條件將其終止。
our Agreement will keep being renewed on this basis indefinitely until one of us terminates it in accordance with these Terms and Conditions.

您未經通知而終止本公司協議之後果

What happens if you terminate our Agreement without notice

12. 如您並未按照上述第 9 條規定方式給予通知，您必須：

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

You must:

- 支付本公司協議剩餘期間之費用。
- pay Fees for the remainder of the Term of our Agreement.

您未經通知而終止本公司協議時應支付之費用金額

Amount of Fees payable if you terminate our Agreement without notice

13. 如您未經通知而終止協議，

If you terminate without notice, we may:

We may:

- 考慮您於之前六個月向本公司付款之情形，並基於此情形就剩餘期間向您收取費用；或
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
- 考慮本公司協議期間開始之前您告知本公司之預期直接扣款量，並基於此情形就剩餘期限向您收取費用。
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.

並且即使有下列情形，本公司亦得以上述方式之一向您收取費用：

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

- 即使本公司尚未處理任何直接扣款交易；
we have not processed any Direct Debit transactions yet;
- 即使本公司無法適當算出您應付之平均每月費用；或
we cannot properly work out the average monthly Fees payable by you; or
- 即使其意味了考慮我們協議期限開始之前所實施或討論之事宜。
it means looking at things which were done and said before our Agreement began.

若您刪除客戶之後果

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, we may:

We may:

- 將其視為終止本公司協議之通知；或
treat this as notice of termination of our Agreement; or
- 將其視為未經通知終止本公司協議。
treat this as termination of our Agreement without notice.

本公司協議終止後之後果

What happens when our Agreement ends.

15. 當本公司協議終止或終止通知發出時，

When our Agreement ends or notice of termination is given,

本公司將：

We will:

- 於合理期限內扣留您的資金，以扣除應付本公司的任何費用或其他款項；
hold your funds for a reasonable period to deduct any Fees or other amounts owed to us;
- 自任何分配收款帳戶或直接扣款帳戶中扣除應付本公司之任何費用或其他款項，包括與未經通知終止相關的任何費用；然後
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
- 就本公司收取的資金向您報帳。
account to you for the monies we have received.

本公司亦將：

We will also:

- 於終止日後 7 天之期限內繼續進行標準報告；及
continue standard reporting for a period of 7 days after the Termination Date; and
- 就任何非標準報告或資訊技術支援，依照費用表向您收取費用。
charge you for any non standard reporting or information technology support in accordance with the Fees Schedule.

在終止通知之後，本公司得：

We may after notice of termination:

- 停止處理扣款。
cease processing Direct Debits

本公司得在本公司協議終止後：

We may after our Agreement ends:

- 允許您進入本公司網路介面再瀏覽 7 天；
allow you access to our web interface for a further 7 days;
- 向客戶告知本公司協議終止之事實；
communicate the fact of the end of our Agreement to Customers;
- 於 7 天後就標準報告向您收取費用；
after 7 days, charge you for costs of standard reporting;
- 就非標準報告或資訊技術支援向您收取費用；及 / 或
charge you for costs of non standard reporting or information technology support; and/or
- 收回任何未清償債務及本公司之合理費用。
recover any outstanding debt and our reasonable costs.

本公司得停止提供或中斷本公司服務之情形

When we may withdraw or suspend our Services

16. 如有以下情形，本公司得不經通知停止提供或中斷本公司服務之任何部分：

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

- 您違反本公司協議；
you breach our Agreement;
- 您威脅違反本公司協議；
you threaten to breach our Agreement;
- 您成為無資力；
you become Insolvent;
- 本公司合理懷疑您施以欺詐行為；
we reasonably suspect that you have committed fraud;

- 繼續服務似乎將對於您、本公司或客戶造成損害；
it appears that continuing the Services will be detrimental to you, us or a Customer;
- 本公司對與您有共同董事或共同股東的相關公司停止提供或中斷服務；及 / 或
we withdraw or suspend services from a company which is associated with you through common directorship or shareholding; and/or
- 本公司合理停止提供或中斷的其他情形。
it is otherwise reasonable in the circumstances.

本公司停止提供或中斷服務之後果

What happens if we withdraw or suspend the Services

17. 如本公司停止提供或中斷服務，

If we withdraw or suspend the Services,

本公司將：

We will:

- 於合理期限內扣留您的資金，以扣除應付本公司的任何費用或其他款項；
hold your funds for a reasonable period to deduct any Fees or other amounts owed to us;
- 自任何分配收款帳戶或直接扣款帳戶中扣除應付本公司之任何費用或其他款項，包括與未經通知終止相關的任何費用；以及
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
- 進行按照本公司協議之其他事項。
otherwise proceed in accordance with our Agreement.

若您成為無資力

What happens if you become Insolvent

18. 若您成為無資力，

If you become Insolvent,

本公司得：

We may:

- 立即停止提供或中斷全部或部分服務；
immediately withdraw or suspend all or part of the Services;
- 立即終止本公司協議；
immediately terminate our Agreement;
- 將其視為由您終止本公司協議而毋須通知；
treat the insolvency as termination of our Agreement by you without notice;
- 將其視為由您終止本公司協議之通知；
treat the insolvency as notice of termination of our Agreement by you;
- 向您收取本公司因此發生之任何法律或其他費用；
charge you for any legal or other fees we incur as a result;
- 於合理期限內扣留您的資金，以扣除應付本公司的任何費用或其他款項；
hold your funds for a reasonable period to deduct any Fees or other amounts owed to us;
- 自任何分配收款帳戶或直接扣款帳戶中扣除應付本公司之任何費用或其他款項，包括與未經通知終止相關的任何費用；
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;
- 扣留您的資金直至本公司就任何失敗交易完全受償；及 / 或
hold your funds until we are fully covered for any Failed Transactions; and/or
- 扣留您的資金，直至所有潛在利害關係人均授予本公司放款之書面授權。
hold your funds until all potentially interested parties have given us written authority to release the funds.

本公司之智慧財產

Our intellectual property

19. 本公司為:

We are:

- 本公司軟體之所有人; 以及
the owner of our Software; and
- 本公司軟體著作權之所有人。
the owner of all copyright in our Software.

20. 您具有:

You have:

- 就服務使用軟體的非專屬授權; 但
a non exclusive licence to use the Software in connection with the Services; but
- 對本公司之智慧財產無任何進一步權利。
no further rights to our intellectual property.

21. 如本公司協議終止:

If our Agreement ends:

- 您使用軟體之授權將自動失效; 以及
your licence to use the Software is automatically revoked; and
- 您必須立即向本公司返還任何軟體及相關材料。
you must immediately return any Software and associated material to us.

出現交易失敗之後果

What happens when a Failed Transaction occurs

22. 如交易失敗發生,

If a Failed Transaction occurs,

本公司將不:

We will not:

- 就交易失敗對您負任何責任。
have any responsibility to you in connection with the Failed Transaction.

本公司得:

We may:

- 向您要求預付交易失敗之部分或全部款項;
advance you some or all of the amount of the Failed Transaction;
- 自後續轉給您之資金中扣除該款項;
deduct the amount from funds subsequently forwarded to you;
- 要求您償付該款項; 及 / 或
call on you to reimburse the amount; and/or
- 自任何分配收款帳戶或直接扣款帳戶中扣除該款項。
debit any Distribution Account or Direct Debit Account for the amount.

當本公司扣留您資金

When we may withhold your funds

23. 本公司於下列情形將扣留您的資金：

We may withhold your funds if:

- 您違反本公司協議；
you breach our Agreement;
- 我們處於爭議中；
we are in dispute;
- 本公司未得到放款之明確授權；
we do not have clear authority to release the funds;
- 本公司收到重大客訴；
we receive significant Customer complaints;
- 存在大量交易失敗；
there are significant Failed Transactions;
- 警方、監管機構或其他政府部門就您的活動與本公司聯繫；
we are contacted by the police, regulatory authorities or other government departments in relation to your activities;
- 本公司有理由相信您正在進行非法或不正當行為；
we otherwise have reason to believe that you are acting illegally or inappropriately;
- 您成為無資力；
you become Insolvent;
- 本公司立即停止提供或中斷全部或部分服務；及 / 或
we withdraw or suspend all or part of the Services; and/or
- 本協議以其它方式允許本公司進行。
this Agreement otherwise allows us to.

24. 如本公司扣留您的資金，

If we withhold your funds,

本公司將：

We may:

- 繼續持有資金，直至情況得到改正
continue to hold the funds until the situation has been rectified.

您將不會：

You will not:

- 擁有就資金收取利息之權利。
have any right to interest on the funds.

您關於付款及費用之一般義務

Your obligations in relation to Payment and Fees generally

25. 您必須：

You must:

- 即時向本公司支付本公司協議項下應付之所有費用和其他款項；
promptly pay us all Fees and other amounts due under our Agreement;
- 就本公司協議項下應由客戶支付之所有費用及其他款項，給予本公司賠償；
indemnify us for all Fees and other amounts due under our Agreement which are payable by a Customer;
- 確保您的客戶以本公司核准之格式簽署直接扣款申請；
ensure that your Customers execute a DDR in a form approved by us;
- 就您的服務向客戶報出之價格中包括您應付本公司之任何費用；以及
include any Fees payable to us in the prices you quote to Customers for your Services; and
- 即時向本公司償還不應向您支付之任何資金。
reimburse us promptly for any funds which should not have been paid to you.

您關於付款及費用之一般義務——最低交易金額

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

26. 本公司得：

We may:

- 與您約定最低交易金額。
agree with you a Minimum Transaction Amount;
- 在申請表及 / 或 iconnect360 申請表上記錄最低交易金額；
record the Minimum Transaction Amount on the Application Form and/or the iconnect360 Application Form;

27. 如在您任何時候未達到最低交易額，

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

您必須：

You must:

- 向本公司支付您交易產生之實際費用與依照最低交易金額要求費用金額之間之差額；
- 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;

本公司得：

We may:

- 中止或取消對於任何 iconnect360 授權或相關服務之權利；
suspend or cancel rights to any iconnect360 licences or associated services;
- 以 iconnect360 費用表中規定之費率，就任何 iconnect360 授權或相關服務向您收取費用，即使該等許可及服務先前係免費提供；
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;
- 自任何分配收款帳戶或直接扣款帳戶中扣除依本條款所積欠之款項；及 / 或
debit any Distribution Account or Directing Debit Account for amounts owing under this clause; and/or
- 扣留您的資金，以確保對本條項下所有未付款項之支付。
withhold your funds to ensure payment of all monies owing under this clause.

您關於付款及費用之一般義務——費用表

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

28. 本公司將就下列事項以費用表中規定之費率向您收費：

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

- 本公司尚未另行約定費率之美國運通卡或大來卡交易；
Amex or Diners transactions where we have not otherwise agreed on a rate;
- 任何最低交易費用；
any minimum Transaction Fees;
- 因您向本公司提供不正確帳戶資料所造成的交易失敗；
failed distributions due to you providing us with incorrect account details;
- 您透過電話、傳真或電子郵件，指示本公司對直接扣款申請進行手動變更之情形；
instances where you direct us to make a manual variation to a DDR via phone, fax or email;
- 任何臨時或非標準之報告或資訊技術支援；
any ad hoc or non-standard reporting or information technology support;
- 非因本公司過失，而您要求本公司向客戶退款之情形；
instances where you request that we refund a Customer and we are not at fault;
- 您要求本公司代表您（包括為完成本公司之服務）進行郵件通信；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. 如直接扣款在下列情形下失敗，本公司將向您收取費用表中規定的款項：
If a Direct Debit fails, we will charge you the amounts provided in the Fee Schedule:
- 如為「活期」帳戶。
in the case of "On Demand" accounts.
30. 在下列情形，如直接扣款失敗，本公司將向您收取費用表中規定的款項：
If a Direct Debit fails, we will charge the Customer the amounts provided in the Fee Schedule:
- 「活期—供應商集成」帳戶上之前二次連續交易失敗；
for the first two sequential Failed Transactions on an "On Demand – Vendor Integration" account;
 - 如為「線上」帳戶；及
in the case of "Online" accounts; and
 - 如為「原始」帳戶。
in the case of "Original" accounts.
31. 如「活期—供應商集成」帳戶上發生第三次連續交易失敗之情形，
In the event of a third sequential Failed Transaction on an "On Demand-Vendor Integration" account, 本公司將：
We will:
- 向您收取所有拖欠費用及進一步發生之費用，直至付款成功。
charge you all outstanding Fees and all further Fees until a successful payment is achieved.
32. 如有交易失敗，
In the event of a Failed Transaction, 本公司將：
We may:
- 中止預定之直接扣款款項；
suspend scheduled Direct Debit Amounts;
 - 收回拖欠款項後恢復直接扣款；及 / 或
resume Direct Debits upon recovery of the outstanding amount; and/or
 - 將任何拖欠款項加入預定之直接扣款中。
add any outstanding amounts to a further scheduled Direct Debit.
- 本公司關於付款及費用得進行之行為**
What we may do in relation to Payment and Fees
33. 本公司得：
We may:
- 自本公司收回之資金中扣除拖欠本公司之任何費用或其他款項；
deduct any Fees or other monies owing to us from funds collected by us;
 - 將客戶對您之直接付款視為本公司受取之款項；以及
treat Customer Payments made directly to you as payments received by us; and
 - 將客戶對您之直接付款納入計算本公司費用。
include Customer Payments made directly to you in the calculation of our Fees.
34. 如您違反本公司協議，
If you breach our Agreement, 本公司得：
We may:
- 自本公司收回之資金中扣除拖欠本公司之任何費用或其他款項；以及
deduct any Fees and other monies owing to us from funds collected by us; and
 - 即使已指定客戶支付，仍將該等款項扣除。
deduct such amounts even if a Customer has been nominated to pay them.

如本公司合理懷疑您有任何不法行為或不正當行為，

If we reasonably suspect you of illegal or inappropriate conduct,

本公司得：

We may:

- 向客戶返還任何客戶付款。
return any Customer Payment to a Customer.

35. 本公司可調整費用之情形

When we might adjust the Fees

本公司將：

We may:

- 在本公司協議開始後，按月查核您交易費率之歷史；
review your transaction rates history on a monthly basis after our Agreement begins;
- 調整您應付費用之費率，以符合實際交易費率及直接扣款金額；
adjust the rates of the Fees payable by you to accord with actual transaction rates and the value of Direct Debits;
- 於每年六月三十日依馬來西亞之消費者物價指數（CPI）或5%中較大者為準，增加其各項費用之費率，毋庸進行事前通知；及 / 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
- 於網站之安全區域發布更新版本以修訂費用表。
amend the Fee Schedule by posting an updated version on the secure section of the website.

您就付款及費用需要確認之事項

What you need to acknowledge in relation to Payment and Fees

36. 您確認：

You acknowledge that:

- 任何其他直接扣款服務供應商或其他金融機構均不得，以本公司標誌或者以PCA使用者識別號碼第064323號簽署之直接扣款申請，自客戶帳戶進行扣款交易；
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;
- 帶有本公司標誌及 / 或本公司使用者識別號之紙本或電子格式之直接扣款申請表應始終保持為本公司之財產；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
- 未經本公司授權之任何機構或公司所進行之任何扣款交易均構成違反本公司協議，並且為無效交易。
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. 如您或客戶要求退費，

If you or a Customer claim a refund,

- 本公司將無任何義務進行支付；
we will not be under any obligation to pay it;
- 然而，本公司將按本公司之退費政策行事。
however, we will conduct ourselves in accordance with our Refund Policy.

38. 本公司將：

We will:

- 在所有費用之報價中加入商品服務稅；以及
add GST to all quoted Fees; and
- 在本公司將資金存入您指定之銀行帳戶時，向您提供對帳單及稅務發票。
provide you with a statement and tax invoice when we put the funds in your nominated bank account.

39. 有關遠端存取,

Access Pack

本公司得:

We may:

- 提供遠端存取;
provide the Access Pack;
- 於前 30 天免費提供遠端存取; 之後
provide the Access Pack free of charge for the first 30 days; then
- 按費用表中規定之費率就遠端存取向您收費;
charge you for the Access Pack at the rate provided for in the Fee Schedule;

您得:

You may:

- 提前 5 個工作天書面通知本公司取消遠端存取。
cancel the Access Pack by giving us 5 working days prior written notice.

40. 您不得:

You must not:

- 為提供商品及服務以外之原因處理客戶交易;
process Customer transactions for reasons other than the provision of goods and services;
- 以台幣之外之貨幣處理客戶交易; 或
process Customer transactions in currency other than Taiwanese Dollar; or
- 將處理對於個人貸款帳戶或信用卡之客戶交易或退款, 作為匯款之手段。
process a Customer transaction or refund against a personal loan account or credit card as means of the transferring of funds.

您必須對本公司進行賠償之事項

Things you must indemnify us against

41. 您必須防止並就下列事項對本公司進行賠償:

You must indemnify us from and against:

- 下列所有索償、損害賠償、訴訟、損失或責任;
all claims, damages, actions, losses or liabilities;
- 本公司遭受或發生者 (包括客戶索償); 以及
suffered or incurred by us (including Customer claims); and
- 於本公司對客戶付款之催收中以任何方式產生者
arising in any way from our collection of Customer Payments,

包含但不限於:

including but not limited to:

- 您未支付任何費用;
any failure by you to pay Fees;
- 您未支付基於本公司協議應付之任何其他款項;
any failure by you to pay any other amount due under our Agreement;
- 客戶未支付與本公司協議相關之任何款項;
any failure by a Customer to pay any money relevant to our Agreement;
- 影響客戶付款效力之任何事宜;
any matter affecting the validity of Customer Payments;
- 影響客戶信用之任何事宜;
any matter affecting the creditworthiness of a Customer;
- 對於客戶身份之任何不實陳述;
any misrepresentation of the identity of a Customer;

- 您對本公司協議之任何違反：
any breach of our Agreement by you;
- 您或客戶未能或延遲向本公司提供正確資訊；
any failure or delay by you or a Customer to provide correct information to us;
- 依照破產法所作出費用之任何部分無效或應失效之索償；
any claim that any portion of Fees is void or voidable under any insolvency law;
- 依照本條所述情形就直接扣款發生之任何銀行費用或收費；
any bank fees or charges incurred in respect of a Direct Debit under circumstances described in this clause;
- 因您或第三方之任何事故、過失或濫用所導致之直接扣款或其任何操作或處理之失敗；
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;
- 因任何電腦故障所導致之直接扣款或其任何操作或處理的失敗；
any failure of a Direct Debit or any of its operations or processes due to any computer failure;
- 因您或第三方之任何病毒、駭客侵入或任何代碼或軟體之錯誤所導致之直接扣款或其任何操作或處理之失敗；
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;
- 本公司依照本公司協議扣留您資金之任何情形；
any instance where we withhold your funds in accordance with our Agreement;
- 您或您任何僱員、承包商或代理人之過失或欺詐；
your negligence or fraud or that of any of your employees, contractors or agents;
- 對於直接扣款申請或其中所含資訊之欺詐使用，不論其是否遺失、被竊或有其他情形；
- the fraudulent use of a DDR or the information stored in a DDR, whether lost, stolen or otherwise;
- 您與客戶之間產生之任何爭議；
any dispute arising between you and a Customer;
- 您或您的僱員、承包商或代理人向客戶作出之任何陳述、保證或聲明；
any representation, warranty or statement made by you or your employees, contractors or agents to a Customer;
- 與您與客戶之間往來相關之任何不實陳述、違約或對價無效；
any misrepresentation, breach of contract or failure of consideration in relation to your dealings with a Customer;
- 任何交易失敗；
any Failed Transaction;
- 對線上直接扣款申請或直接扣款門戶之任何使用；及 / 或
any use of an Online DDR or the Direct Debit Gateway; and/or
- 因您已無資力或者因您出售或變更您企業的所有權，而導致本公司所發生之任何法律或其他費用。
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. 即使存在下列情形，您仍必須向本公司進行上述賠償：

You must indemnify us as provided above even if:

- 向客戶簽發銀行帳戶或信用卡；
a Customer has been issued with a bank account or credit card;
- 本公司已為客戶處理直接扣款交易；
we have processed a Direct Debit transaction for the Customer;
- 您以遵守本公司協議；或
you have complied with our Agreement; or
- 本公司協議已終止。
our Agreement has ended.

43. 如本公司處理直接扣款交易，本公司並不保證：

If we process a Direct Debit transaction, we are not warranting that:

- 交易有效；
the transaction is valid;
- 客戶身分正確；或
the identity of the Customer is correct; or
- 客戶信用良好。
the Customer is creditworthy.

44. 您無需向本公司賠償之事項

Things which you do not need to indemnify us for

如：

If:

- 產生損失；以及
a loss arises; and
- 本公司或者本公司僱員、承包商或代理人有過失；以及
it is our fault or that of our employees, contractors or agents; and
- 係因欺詐、故意不履行或者過失導致者，
it is due to fraud, wilful default or negligence,
- 您無需對我司進行賠償。
you do not have to indemnify us.

基於本公司協議項您需要對本公司進行賠償之後果

What happens if you have to indemnify us under our Agreement

45. 本公司得：

We may:

- 從持有並擬向您分配之任何款項中收回賠償款項；
recover the indemnified amount from any amount held for distribution to you;
- 自任何分配收款帳戶或直接扣款帳戶中直接扣除該款項；及 / 或
direct debit any Distribution Account or Direct Debit Account for the amount; and/or
- 將該款項作為積欠本公司之債務而收回。
recover the amount as a debt due to us.

基於本協議本，公司不承擔責任之事項

What we are not liable for under our Agreement

46. 對於因以下事由或與之相關的事產生關於任何索償、損害、訴訟、損失或責任（包括任何後續或間接損失）之所有侵權、契約或其他責任，本公司均不承擔，且您亦免除本公司責任：

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:

- 本公司協議；
our Agreement;
- 本公司對協議之履行；
our performance of the Agreement;
- 本公司對本公司協議之任何違反；
any breach of the Agreement by us;
- 本公司服務之提供；
the provision of the Services by us;
- 本公司僱員、代理人或承包商之過失、違約或不履行；
negligence, breach of contract or default on the part of our employees, agents or contractors;

- 本公司協議規定您需對本恭進行賠償的情形；
circumstances in which our Agreement provides that you are to indemnify us;
- 本公司協議中未明示包括之任何條件或保證；或
any condition or warranty not expressly included in our Agreement; or
- 非法律要求而對於適合特定目的或品質之任何保證。
any warranty as to fitness for purpose or quality not required by law.

47. 如法律要求本公司依照默示擔保對您進行補償：

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

- 本公司之責任將僅限於再次提供適用服務之成本。
our liability will be limited to the cost of having the applicable Services supplied again.

本公司與您客戶之往來方式

How we may deal with your Customers

48. 本公司得與您的客戶連絡以便：

We may communicate with your Customers to:

- 驗證並確認其身分；
validate and confirm their identities;
- 驗證並確認其銀行帳戶資料；
validate and confirm their bank account details;
- 驗證並確認其定期直接扣款之授權；
validate and confirm their authority for Direct Debits;
- 協助您服務及推廣您的產品；以及
assist you to service and promote your products; and
- 推廣第三方產品。
promote third party products.

本公司得：

We may:

- 於本公司網站提供特定之顧客存取通路；以及
provide specific Customer access on our website; and
- 以所有其他可用方法與顧客聯絡。
communicate with Customers by all other available means.

本公司對待直接扣款申請（DDR）之方

How we will treat a DDR

49. 直接扣款申請為：

The DDR is:

- 本公司與客戶間單獨之保密協議。
a separate confidential agreement we have with the Customer.

本公司得：

We may:

- 選擇對本公司與客戶之間往來之所有方面保密；以及
choose to keep all aspects of our dealings with the Customer confidential; and
- 就費用直接向客戶收取費用和收費。
directly charge the Customer fees and charges in addition to the Fees.

50. 如客戶提前 7 天向本公司發送書面終止通知，

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

本公司將：

We will:

- 直接扣款申請；以及
terminate the DDR; and

- 不論您對終止是否有異議均如此進行。
do so whether you object to the termination or not.

**51. 如直接扣款申請被終止，
If a DDR is terminated,**

- 其可能減少貴我往來中之交易量；
this may reduce transaction volumes in our dealings;
- 交易量之減少可能對本公司協議產生影響；但
the reduced transaction volumes may have consequences for our Agreement; but
- 本公司協議不受其他影響。
our Agreement will not otherwise be affected.

**52. 本公司得：
We may:**

- 對每項直接扣款申請適用單筆交易最高扣款額；
apply a maximum debit amount per transaction to each DDR;
- 隨時審核最高扣款額；並
review the maximum debit amount from time to time; and
- 接受或拒絕任何增加最高扣款額之申請。
accept or reject any requested increases to the maximum debit amount.

本公司對待客戶帳戶資料之方式

How we will treat Customer account details

**53. 您必須：
You must:**

- 自行保留關於客戶之正確記錄。
keep your own accurate records in relation to Customers.

**54. 本公司並無義務：
We are not obliged:**

- 在任何時間以電子格式、紙本或任何其他形式提供客戶帳戶詳細資訊或其他資訊。
to provide Customer account details or other information at any time in electronic format, hard copy or in any other form.

**55. 本公司可拒絕向您移交客戶帳戶資料：
We may refuse to hand over Customer account details to you:**

- 無論您依照一般法律擁有任何知情權；
regardless of any rights to information you have under the general law;
- 無論資訊建立之方式或原因為何；以及
regardless of how the information was created or why; and
- 無論客戶有任何期待。
regardless of any expectation of a Customer.

**56. 您確認：
You acknowledge:**

- 本公司有依照隱私權法律不可抗拒之原因，不向您提供客戶詳細資訊或其他資訊；以及
that we may have compelling reasons under privacy legislation to not provide Customer details or other information to you; and

- 如向您提供了個人資料，您應確保僅為履行本公司協議相關之目的，僅代表 Ezy pay 並為 Ezy pay 之利益處理個人資料。您應遵守與隱私、保密或個人資料安全相關之所有適用法律、法規和行業標準，並且應維持合理的保護標準及其他安全措施，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 Ezy pay 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:

- 確保個人資料之安全與機密性，
ensure the security and confidentiality of Personal Data,
- 保護防範對於個人資料安全之任何預期威脅和危險，以及
protect against any anticipated threats and hazards to the security and integrity of Personal Data, and
- 保護防範對於任何個人資料之任何實際或疑似未經授權之處理、遺失、使用、揭露或者購買或取得。
protect against any actual or suspected unauthorized processing, loss, use, disclosure or acquisition of or access to any Personal Data.

您透過簽訂本公司協議而給予本公司之保

Warranties you are giving us in entering our Agreement

57. 您保證：

You warrant that:

- 如果您為公司法人，您係合法設立；
if you are a corporation, you are duly incorporated;
- 如果您為受託人，信託為有效成立；
if you are a trustee, the trust is validly formed;
- 如果您為受託人，您擁有對本公司協議以受託財產進行賠償之完全權利；
if you are a trustee, you have a full right of indemnity from the trust assets in respect of our Agreement;
- 您擁有簽署申請表及受本公司協議約束之行為能力與授權；
you have the legal capacity and authority to execute the Application Form and to be bound by our Agreement;
- 簽署申請表之人員具有代您簽署之正式授權；以及
the person who executed the Application Form is duly authorised to execute on your behalf; and
- 您已取得客戶授權，由本公司從其帳戶中直接扣款。
you have obtained authority from the Customer for us to Direct Debit his or her account.

您基於本公司協議之其他義務

Your further obligations under our Agreement

58. 您必須：

You must:

- 始終遵守本公司之身份及存取政策，以及本公司不時發布之退款政策，上述政策均可在www.ezypay.com查得
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.
- 始終遵守本公司不時修訂之標準作業流程；
adhere at all times to our standard operating procedures as amended by us from time to time;
- 保管客戶帳戶資料，如以電子形式保存，確保遵守支付卡行業資料安全標準之要求；
keep Customer account details, if held in an electronic form, secure in compliance with the requirements of the Payment Card Industry Data Security Standard;
- 將直接扣款申請表在安全可靠之場所保存七（7）年或者保存至向本公司交付，以較早者為準；以及
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
- 如本公司要求，向本公司提供財務擔保，以保障本公司提供服務之風險。
if we require, provide financial security to us to cover the risk of us providing the Services.

59. 您不得:

You must not:

- 未經本公司事前書面同意，作出或授權關於本公司或服務之任何新聞發布或其他公開聲明；
make or authorise any press release or other public statement concerning us or the Services without our prior written consent;
- 未經本公司事前書面同意，發行含有涉及本公司內容之任何出版物、廣告或其他材料；或者
distribute any publicity, advertising or other materials containing references to us without our prior written consent; or
- 將客戶帳戶資料用於供本公司提供服務以外之目的。
use Customer account details for purposes other than enabling us to provide the Services.

您提供更新資料之義務

Your obligation to provide updated information

60. 您必須向本公司提供所要求之任何資訊以證實:

You must provide us any requested information to verify that:

- 您遵守本公司協議；
you are compliant with our Agreement;
- 您和您的董事、所有人及 / 或擔保人有償債能力；且
you and your directors, proprietors and/or Guarantors are solvent; and
- 本公司之記錄是符合目前情況的。
our records are up to date.

本公司可能需要更新的資訊，包括:

We may need updated information including:

- 向馬來西亞公司委員會提交之資訊；
information filed with the Companies Commission of Malaysia;
- 銀行對帳單；
bank statements;
- 相關人員之國民登記身份證或護照資料；及 / 或
NRIC or Passport details of relevant persons; and/or
- 詳細地址。
address details.

本公司關於本公司特約商店協議之權利

Our rights in relation to our merchant agreement

61. 本公司得:

We may:

- 取得您的信貸證明；
obtain a credit reference on you;
- 代表您直接與適當的金融機構協商另外的特約商店安排；及 / 或
negotiate an alternative merchant arrangement on your behalf directly with an appropriate financial institution; and/or
- 作為您的代理人，令您受到任何必要的次級商戶協議之契約約束。
act as your agent to contractually bind you to any necessary sub-merchant agreement.

您想要出售或變更企業的後果

What happens if you want to sell or change your business

62. 如您想要出售您的企業或其任何部分,

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

您必須:

You must:

- 提前六十 (60) 天書面通知本公司；並
give us sixty (60) days prior notice in writing; and

- 確保該新安排不會減少 Ezypay 基於本公司協議取得之利益。
ensure that the new arrangement does not reduce the benefit Ezypay obtains under our Agreement.
63. 如您想要停止運營或者變更您企業或其任何部分之控制或管理層，
If you wish to cease operations or change the control or management of your business or any part of it, 您必須：
You must:
- 提前六十（60）天書面通知本公司；並
give us sixty (60) days prior notice in writing; and
 - 確保該新安排不會減少 Ezypay 基於本公司協議取得之利益。
ensure that the new arrangement does not reduce the benefit Ezypay obtains under our Agreement.
64. 如您發送變更所有權、控制或管理層的通知，
If you give notice of change of ownership, control or management, 本公司得：
We may:
- 拒絕與新經營者履行協議；並
decline to perform the Agreement with the new operator; and
 - 透過提前三十（30）天之書面通知終止本公司協議。
after thirty (30) days written notice, terminate our Agreement.
65. 如在您通知變更後六十（60）天內，本公司並未終止協議，
If we do not terminate the Agreement within sixty (60) days of you notifying the change,
- 當變更發生時，本協議將視為轉讓給了新經營者，由其作為委託人；以及
when the change happens, this Agreement will be deemed to be assigned to the new operator as Principal; and
 - 當變更發生時，新經營者將擁有您在本協議項下相同之權利和義務。
when the change happens, the new operator will have the same rights and obligations as you under this Agreement.
66. 本公司得：
We may:
- 不向新的經營者報帳，直至本公司收到關於所有權、控制或管理層變更的令人滿意的證明；
refrain from accounting to the new operator until we receive satisfactory evidence of the change in ownership, control or management;
 - 不向新的經營者報帳，直至本公司看到適當修改的馬來西亞公司委員會記錄或商業名稱記錄；
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變更您企業的所有權，導致本公司發生的任何法律或其他費用；及 / 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
 - 於合理期限內扣留您的資金，以扣除應付本公司的任何費用或其他款項。
hold your funds for a reasonable period to deduct any Fees or other amounts owed to us.

對於您基於本公司協議義務之擔保

Guarantee of your obligations under our Agreement

每名保證人之保證事項

What is guaranteed by each Guarantor

67. 每名保證人均不可撤銷且無條件向本公司保證：
Each Guarantor unconditionally and irrevocably guarantees to us:
- 您遵守本公司協議；
your compliance with our Agreement;
 - 按要求支付基於本公司協議您未付之任何款項；以及
the payment on demand of any monies owing by you to us under our Agreement; and

EZYPAY®

- 在本協議中您提供之賠償。
the indemnities provided by you in our Agreement.

**68. 如本協議被終止，
If this Agreement is terminated,**

- 本保證繼續對每名保證人具有約束力。
this Guarantee continues to bind each Guarantor.

本公司需要藉助於本保證之後果

What happens if we need to call on this Guarantee

**69. 如有基於本公司協議規定之違約、不履行付款或賠償，
If there is a breach, failure to pay money or indemnity provided under our Agreement,
本公司得：**

We may:

- 從一名或多名保證人處尋求補償；
seek recovery from one or more of the Guarantors;
- 將基於保證之任何款項作為保證人之應付債務進行追償；
pursue any amount subject to the Guarantee as a debt due by a Guarantor;
- 向保證人索償損害賠償；
claim damages against a Guarantor;
- 向保證人追償，即使本公司未對您提起訴訟；及 / 或
pursue a Guarantor even if we have not sued you; and/or
- 向保證人追償，即使本公司仍有針對您的其他權利或救濟。
pursue a Guarantor even if we still have further rights or remedies against you.

您使用線上直接扣款申請表之後果

What happens if you use Online DDR forms

**70. 如果您使用線上直接扣款申請表，
If you use Online DDR forms,
您必須：**

You must:

- 確保您的每一個員工都參加我們的線上系統，並具有唯一的用戶名稱和密碼；以及
ensure that each of your staff are enrolled on our Online system and have a unique user name and password; and
- 通過目測照片識別，或者基於本公司身份及存取政策可接受之其他識別方法，在為客戶提交在線直接扣款申請之前
準確識別所有客戶。
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. 如您提交線上直接扣款申請，
If you submit an Online DDR,
您必須：**

You must:

- 告知本公司您是否有經客戶簽署之直接扣款申請；
tell us if you have a DDR signed by a Customer;
- 告知本公司您是否通過線上直接扣款申請建立新客戶；
tell us if you are establishing a new Customer with the Online DDR;
- 告知本公司客戶是否在您的監督下提交線上直接扣款申請；並
tell us if the Customer, under your supervision, is submitting the Online DDR; and

- 如客戶要求，向客戶提供線上直接扣款申請及本公司客戶條款與條件之印刷版。
if requested by the Customer, provide the Customer with a printed copy of the Online DDR and our Customer terms and conditions.
72. 如您使用線上直接扣款申請建立新客戶並選擇在直接扣款申請上取得客戶簽名，
If you use an Online DDR to establish a new Customer and have chosen to obtain the Customer's signature on the DDR, 您必須：
You must:
- 於二（2）個工作日內應要求向本公司或客戶提供經簽署直接扣款申請之複本。
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:
- 將線上直接扣款申請用於與您沒有持續關係之客戶；
use Online DDRs for Customers for who you do not have an ongoing relationship;
 - 將線上直接扣款申請用於有較大可能出現欺詐之服務；或
use Online DDRs for services which have a significant opportunity for fraud; or
 - 允許您的員工向任何其他人員揭露其獨有的使用者名稱和密碼。
allow your staff to disclose their unique user name and password to any other person.
74. 如本公司懷疑與線上直接扣款申請相關之任何人員存在欺詐情形，本公司得：
If we suspect fraud by any person in connection with an Online DDR, 我司可以：
We may:
- 停止或中斷任何直接扣款；或
cease or halt any Direct Debit; or
 - 拒絕任何線上直接扣款申請。
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. 如您使用直接扣款門戶，
If you use the Direct Debit Gateway, 您必須：
You must:
- 在與客戶簽約後立即在本公司安全網站上準確識別和驗證該客戶；
accurately identify and validate a Customer on our secure website as soon as you sign them up;
 - 依照本公司身份和存取政策或者其他指示，識別和驗證客戶；以及
identify and validate the Customer in accordance with our Identity and Access Policy or as otherwise directed; and
 - 接受識別客戶之所有風險和責任。
accept all risk and responsibility for the identification of Customers
- 您必須就下列事項對本公司進行賠償：**
You must indemnify us for:
- 任何關於直接扣款門戶之詐欺行為；
any fraud in relation to the Direct Debit Gateway;
 - 任何關於直接扣款門戶之技術或其他錯誤；
any errors, technological or otherwise in relation to the Direct Debit Gateway;
 - 因使用直接扣款門戶產生之任何交易失敗；
any Failed Transactions arising through use of the Direct Debit Gateway;

- 因您未能識別客戶產生之任何損失；以及
any loss arising from your failure to properly identify Customers; and
- 您或您的客戶使用直接扣款門戶產生之任何其他事宜。
any other matter arising from use by you or your Customers of the Direct Debit Gateway.

76. 如您使用直接扣款門戶的網路服務版，您保證：

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

- 您的網站具有適當的安全性；
your website is properly secure;
- 您的網站符合支付卡行業的規定；且
your website is Payment Card Industry compliant; and
- 您將應要求按季向本公司提供合規證明。
you will, if requested, provide evidence of compliance to us on a quarterly basis.

其他事項

Miscellaneous matters

77. 雙方當事人均確認：

We both acknowledge that:

- 本公司協議受馬來西亞法律管轄；
our Agreement is governed by the laws of Malaysia;
- 雙方當事人將，於嘗試藉由其他方式而無法解決爭議之情況下，向馬來西亞法院尋求解決任何爭議之方法；
we will both, failing any alternative dispute resolution attempts, go to the Courts of Malaysia for resolution of any dispute;
- 如本公司協議之任何條款或部分為不合法或失效，則僅該本公司協議之條款或該部分為無效，其餘部分均應維持完整效力及效果；
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;
- 如貴我任何一方任何時候均未要求履行基於本協議之義務，本公司仍可選擇尋求強制執行該義務；
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;
- 如貴我任何一方未就對本公司協議的違反申請強制執行，這並不意味著對於其他類似違約之免責；
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;
- 貴我任何一方須發送通知，通知必須為書面形式，並且發送至申請表上所示之接收方地址，或者書面通知之其他地址；
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;
- 所有通知將於發送之日生效，或者如通過普通發送，於通知所載日期二日後生效；
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;
- 本協議包含貴我雙方間之完整協議，並且除第 13 條規定目的之外，取代貴我雙方間關於本公司協議所涉事宜所有之先前合意、協商或了解；以及
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
- 本公司協議將適用於貴我雙方各自之繼受人、經允許之分包商及受讓人。
our Agreement will apply to our respective successors, permitted sub-contractors and assigns.

78. 本公司得：

We may:

- 向您發送移轉日三十（30）天前之書面通知移轉本公司協議；
assign our Agreement after giving you thirty (30) days prior written notice;
- 於網站之安全區域發布更新版本以修訂本條款與條件；以及
amend these Terms and Conditions by posting an updated version on the secure part of our website; and
- 於網站之安全區域發布更新版本以修訂費用表。
amend the Fee Schedule by posting an updated version on the secure section of our website.

79. 您不得：

You must not:

- 除依照第 62 條和第 66 條規定外，移轉我們的協議；或
assign our Agreement except as provided for in clauses 62 to 66; or
- 採取任何行動出售或變更您企業的任何部分，從而令 Ezy pay 基於本公司協議項取得之利益減少。
take any action to sell or change any part of your business which reduces the benefit Ezy pay obtains under our Agreement.

80. 如按以下方式發布，本條款與條件或費用表的任何修訂版本將構成本公司協議之組成部分：

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

- 本公司在本公司網站公布修訂後之版本；
we post the amended version on our website;
- 公布後 14 天內您並未提出異議；以及
14 days after posting, you have not objected; and
- 您繼續使用本公司之服務
you continue to use our Services,

但這不影響：

but this will not impact on:

- 作為貴我之間特定協議標的之條款與條件。
terms and conditions which have been the subject of specific agreement between us.

80. 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:

- 本公司擁有所述權利，但沒有行使該權利的義務；
we have the right referred to but no obligation to exercise the right;
- 本公司可自行決定行使該權利；
the right may be exercised at our discretion;
- 您確認並同意本公司擁有該權利；以及
you acknowledge and agree that we have the right; and
- 您授權本公司，本公司可自行選擇行使該權利。
you authorise us to exercise the right if we choose.

81. 本公司協議中使用之「您得」一詞，其含義為：

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

您以上文直接描述的方式擁有所述權利。

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

定義

Definitions

遠端存取

Access Pack

指本公司為您提供的附加服務（如本公司本身認為提供該等服務是經濟的），包括本公司不時決定之延長客戶服務時間，試圖就被拒絕之直接扣款申請聯繫客戶，在本公司安全網站提供歷史資料，我司不時列明之附加每月報告，以及對於您預估分配款項之簡訊通知。 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.

協議

Agreement

指本公司與您之間之協議，包含：

refers to the Agreement between us and you consisting of:

- (a) 申請表;
the Application Form;
- (b) 費用表;
the Fee Schedule;
- (c) 本條款與條件;
these Terms and Conditions;
- (d) 本條款與條件提及之政策，並得於下列 Ezy pay 網站區得者：
www.ezypay.com.au; 以及
the policies referred to in these Terms and Conditions and available on the secure part of Ezy pay's website at www.ezypay.com; and
- (e) 本公司與您不時書面約定的任何其他條件。
any further conditions agreed in writing by us and you from time to time.

申請表

Application Form

指本公司 Ezy pay 申請表。

refers to our Ezy pay Application Form.

退單

Chargeback

指由本公司接受並將客戶的信用卡付款轉給您，但嗣後遭金融機構或其他第三方撤銷。

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

指本公司將從客戶帳戶扣款進行支付的日期。

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

客戶

Customer

指您的客戶。

refers to a customer of yours.

客戶付款

Customer Payments

指來自對客戶直接扣款並應向您支付的款項。

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

客戶設置費

Customer Set-up Fee

指為在本公司系統中設置每名新客戶，您或客戶應付的費用。

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

直接扣款申請

DDR

指依照本公司要求格式之直接扣款申請。

means a Direct Debit request in our required form.

直接扣款

Direct Debit

指按您的指示及客戶的授權，從客戶指定帳戶扣除客戶付款。

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

直接扣款帳戶

Direct Debit Account

指依照協議由您持有並由本公司不時扣款，不時向本公司提供其帳戶資料之商業帳戶（包括但不限於為此目的包括在申請表上的帳戶）。

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).

直接扣款金額

Direct Debit Amount

指按您與客戶約定之時間間隔，由本公司扣除之客戶付款之特定款項。

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

直接扣款門戶

Direct Debit Gateway

指客戶發起直接扣款（CIDD）系統之「iframe」版本或「網站服務」版本，視情況而定。

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

分配收款帳戶

Distribution Account

指依照協議由您持有並由本公司不時扣款，不時向本公司提供其帳戶資料之商業帳戶（包括但不限於為此目的包括在申請表上的帳戶）。

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).

定義

Definitions

Ezypay

指 iconnect360 SDN BHD (906629-A)。涉及「我們」、「本公司」、「我們的」通常指 Ezypay，但「本公司協議」或「貴我雙方同意」等文義明顯另有所指之處除外。
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.

失敗付款

Failed Payment

指本公司已處理，但未被金融機構接受或授權，且未被本公司收到之客戶直接扣款款項。
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.

交易失敗

Failed Transaction

指由於本公司控制之外原因，在本公司處理之前或之後最終失敗之任何直接扣款交易，並且包括但不限於退單、撤回、失敗付款及其他撤回、退單或爭議付款。
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.

費用

Fees

指按協議（包括申請表、本條款和條件及費用表）所述，您應向本公司支付之費用及價款。
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.

費用表

Fee Schedule

指（本公司不時修訂的）申請表及 / 或本協議單獨附表中包括之附表，列明以作為費用組成部分之一般費用及收費。
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.

保證

Guarantee

保證人

Guarantor

iconnect360

指申請表上之保證。
means the guarantee provided on the Application Form.
指申請表「保證人資料」一欄中的人員。
means the person in the “Guarantor Details” field in the Application Form.
指馬來西亞 iconnect360 SDN BHD (906629-A) 所有，由 Ezypay 依照 iconnect360 條款與條件經銷之軟體。
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申請表

iconnect360 Application Form

指委託人為尋求使用 iconnect360 及相關服務，如資料移轉及實施，之授權而填寫之申請表。
means the application form completed by a Principal to seek licence to use iconnect360 and associated services such as data migration and implementation.

iconnect360費用表

iconnect360 Fee Schedule

指申請表及 / 或單獨附表中包括之附表，列明了授權使用 iconnect360 及相關服務，如資料移轉及實施之一般費用及收費。
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條款與條件

iconnect360 Terms and Conditions

指委託人必須遵守以使用 iconnect360 及相關服務，如資料移轉及實施，之軟體授權條款與條件。
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.

身份及存取政策

Identity and Access Policy

指本公司不時發布之身份及存取政策。
refers to the identity and access policy issued by us from time to time.

定義

Definitions

初始期間

Initial Term

指除非另有約定，申請表中註明長度的期間，並且開始於：

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

- Ezypay 依照協議處理首筆直接扣款交易之日；或
the date of the first Direct Debit transaction processed by Ezypay pursuant to the Agreement; or
- 本公司處理申請表之日，如本協議開始3 個月內 Ezypay 仍未處理該等交易。

if no such transaction is processed by Ezypay within 3 months after this Agreement begins, the date we process the Application Form.

無資力

Insolvent

指破產，處於清算、管理令程序、破產產業接管之中，受制於公司重整協議，受制於債務償還安排，或者無法在您的債務到期時進行支付。

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.

最低交易金額

Minimum Transaction Amount

指本公司必須按月代表您處理直接扣款交易之最低金額，該金額可被記錄於申請表及 / 或 iconnect360 申請表上。

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.

最低交易費

Minimum Transaction Fee

線上直接扣款申請

Online DDR

個人資料

Personal Data

委託人

Principal

指為補償提供服務的成本，應向本公司支付之最低金額。

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

指您透過本公司線上系統向本公司提交之直接扣款申請。

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

應具有 2010 年馬來西亞個人資料保護法第 4 節所述的含義。

shall have the meaning set out in Section 4 of the Malaysian Personal Data Protection Act 2010
指申請表上「委託人資料」一欄填寫之人員或實體，並且在涉及商業名稱之情況下，指擁有該名稱的人員或實體。涉及「您」時均指委託人，除非文義另有所指。

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.

退費政策

Refund Policy

撤回

Reversals

指本公司不時發布之退費政策。

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

指本公司已收到並轉給您來自銀行帳戶客戶之付款，但嗣後遭金融機構或其他第三方撤銷。

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.

服務

Services

軟體

Software

期間

Term

指本條款與條件第6條所指之該等服務。

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

指本公司之業務管理系統。

means our Business Management System.

按第 10 條或第 11 條之運作，依情況而定，指初始期間或初始期間之更新。

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

終止日期

Termination Date

指按照本條款與條件，本協議之終止日或到期日。

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

費用表 FEE SCHEDULE

1. 委託人應向 Ezy pay 支付以下最低交易費：如為銀行帳戶支付，34.94圓，如為信用卡支付，60.89圓。
A Minimum Transaction Fee is payable by the Principal to Ezy pay as follows: TWD 34.94 for Bank, and TWD 60.89 for Credit Card.
2. 如直接扣款失敗，Ezy pay 將收取以下失敗交易費：向客戶收取 126.85圓。
If a Direct Debit fails, the following Failed Transaction Fees will be charged by Ezy pay: TWD 126.85 charged to the Customer.
3. 如直接扣款因委託人向 Ezy pay 提供之帳戶資料不正確而失敗，且 Ezy pay 被要求向委託人簽發支票，則（就初次發生之後每次發生之該等情形），將向委託人收取 634.38圓之費用。
If a Direct Debit fails due to the Principal providing Ezy pay with incorrect account details and Ezy pay 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 TWD 634.38.
4. 如委託人透過電話、傳真或電子郵件指示 Ezy pay 對直接扣款申請進行手動變更，則每次將向委託人收取 253.74圓的費用。
If the Principal directs Ezy pay to make a manual variation to a DDR, via phone, fax or email then the Principal will be charged a Fee of TWD 253.74 per instance.
5. 如委託人要求 Ezy pay 實施任何臨時或非標準報告或者資訊技術支援，則將向委託人按每小時 5,074.52圓的費率，對每一小時的增量收取費用。
If the Principal requests Ezy pay to undertake any ad-hoc or non-standard reporting or information technology support, then the Principal will be charged at a rate of TWD 5,074.52 per hour, to be charged in one hour increments.
6. 如委託人要求 Ezy pay 代表其向客戶退款（為 Ezy pay 的錯誤或失誤所導致者除外），則委託人應就每筆退款支付 634.32圓的費用。
If the Principal requests Ezy pay to refund a Customer on its behalf (other than due to a mistake or error on behalf of Ezy pay) then a fee of TWD 634.32 per refund will be payable by the Principal.
7. 如委託人要求 Ezy pay 代表其（包括為實施該等服務）進行郵件聯絡，則委託人應就每封郵件聯絡支付 63.44圓的費用。
If the Principal requests Ezy pay to undertake mail communication on its behalf (including in the fulfilment of these services) then a fee of TWD 63.44 will be payable by the Principal for each piece of mail communication.
8. 如 Ezy pay 被指定且被授權代表委託人獲取客戶更新的信用卡資料，Ezy pay 將就管理每份客戶記錄向委託人收取 42.31圓。
If Ezy pay is nominated and authorised to obtain updated credit card details of the Customers on the Principal's behalf, Ezy pay will charge the Principal TWD 42.31 for each Customer record managed.
9. Ezy pay 得按客戶每季應收取費用，收取最高達 42.31圓之資料處理費，包含每季繳交之商品及服務稅。
Ezy pay may charge a data handling fee of up to TWD 42.31 inclusive of GST, per customer payable quarterly by the customer.
10. 於每年十月、一月、四月及七月前收取之該季資料處理費。
The data handling fee is payable for the quarter prior, in October, January, April and July each year.
11. Ezy pay 可就扣款前簡訊通知服務收取 12.69圓的費用，該費用應由客戶支付。
Ezy pay may charge a fee of TWD 12.69 for the pre-debit SMS notification service, payable by the Customer.

重要內容.....

The serious stuff....



我方聯絡詳細資訊如下方所示。
Our contact details are as below.

| | |
|---|---|
| 公司名稱 Company Name | ICONNECT360 SDN BHD (906629-A) |
| 網站 Website | www.ezypay.com |
| 地址 Address | Level 14, Vista Tower, The Intermark, No. 348 Jalan Tun Razak 50400 Kuala Lumpur Malaysia |
| 客戶服務部 Customer Support | asia.help@ezypay.com |
| 業務部 Sales | hello@ezypay.com |

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