



## Terms of Service

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

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

### 1. Charge Back & Disputed Transactions

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

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

Razer Merchant Services may incur as a result of or in connection with a Charge Back. Where Razer Merchant Services is notified of any invalid or Disputed Transactions, Razer Merchant Services will notify Merchant of the same by email, fax or letter and wherever possible (for example, if the Acquiring Bank provides Razer Merchant Services with written advise) accompanied by an explanation of the reason for it.

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



## **2. Indemnification**

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

## **3. Limitation of Liability**

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

## **4. Miscellaneous**

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

## **5. Ownership**

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

Razer Merchant Services is a mark of Razer Merchant Services Sdn. Bhd.. Third party marks used in connection with the Gateway and the Content are those of their respective owners. You are not entitled to use any of these marks without permission of the owners of the marks. Reference to any products services, trademarks, or service marks on the Gateway or in the Content is not an endorsement or recommendation by Razer Merchant Services of these products or services.