



ALLDEBIT IN-STORE PAYMENT MERCHANT AGREEMENT

This **Alldebit In-Store Payment Merchant Agreement** (hereinafter referred to as the “**Agreement**”) is entered into by and between the **Merchant** and **Alldebit Pte Ltd** (hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”). By signing the **Debia Service Application Form (In-Store)** in conjunction with this **Agreement**, the **Merchant** acknowledges that it has read, understood, and agrees to be bound by all the terms and conditions set forth herein.

Definitions

Unless the context otherwise requires, singular includes plural and vice versa.

“ Debia Service Application Form ”	Debia Service Application Form shall include relevant information, including but not limited to, Merchant’s particulars, the fees payable to Alldebit Pte Ltd , and the settlement between Alldebit Pte Ltd and Merchant for each Transaction
“ Debia Service ”	Alldebit Pte Ltd’s proprietary in-store payment app
“ Mark ”	The names, marks, designs, logos, signs, acronyms and other insignia (whether registered or unregistered) used or to be used by Alldebit Pte Ltd in connection with Debia Service including all variations thereof and amendments thereto from time to time
“ Merchant ”	The party that contracted this Agreement with Alldebit Pte Ltd to provide in-store-payment through Debia Service
“ Merchant’s User ”	The Customer(s) making payment at Merchant’s in-store location
“ Card Payment ”	means a card number given by the User to the Merchant or to Alldebit Pte Ltd acting on behalf of the Merchant for processing of online transaction. Card Payment is understood to be the generic term for Payments by domestic and International Credit, Debit, Smart, Cash and, or Charge Cards including but not limited to Payments by domestic and International Credit, Debit, Smart, Cash and, or Charge Cards;
“ Collected Payments ”	means Payments collected by Alldebit Pte Ltd as part of the provision of the Service
“ Regulatory Authority ”	Any ministry or department of the Government of Singapore including any statutory authority or body in Singapore established with powers to regulate banking, credit or financial services and/or electronic transaction or communications
“ Settlement ”	T + 2 business days of both Singapore and China
“ Transaction ”	means the payment transaction effected by Merchant’s User through Debia Service at Merchant’s in-store location
“ Transaction Fees ”	means the MDR (Merchant Discount Rate) and other applicable fees or charges as set out in Debia Service Application Form
“ Business Day ”	means any days falling on Monday to Friday but excluding all gazetted public holidays in Singapore and China
“ GST ”	means Goods & Services Tax in accordance with Goods & Services Tax Act 1993 (Chapter 117A)

1. PROPRIETARY RIGHTS

- a. **Alldebit Pte Ltd** hereby grants to **Merchant**, for the term of this **Agreement**, a non-assignable non-exclusive license to use the **Marks** as stipulated or permitted by **Alldebit Pte Ltd** and **Merchant** agrees that it shall derive no title or interest in the **Marks** or any part thereof and shall not attain any goodwill in respect thereof.

- b. **Merchant** hereby undertakes to put up and display such signs and to distribute such materials at its premises relating to this **Agreement**, whether or not such materials contain the **Marks**, as may be reasonably required by **Alldebit Pte Ltd** from time to time but not to otherwise do so without the prior written consent of **Alldebit Pte Ltd**.
- c. During the term of this **Agreement**, **Merchant** hereby authorises and consents to **Alldebit Pte Ltd** making reference to, using and reproducing **Merchant's** name, trademarks, logos, signs, acronyms and other insignia in any material or medium, for advertisement, publicity and promotion of **Debia Service** provided that **Alldebit Pte Ltd** shall not thereby or otherwise derive any title, interest, claim, right or goodwill in the same.

2. UNDERTAKINGS OF THE MERCHANT

Merchant agrees and undertakes throughout the term of this **Agreement** that **Merchant** shall:

- a. provide **Debia Service** without imposition of any surcharge, special charge or taking any security from **Merchant's User** in relation to **Transaction(s)**;
- b. not require **Merchant's User** to pay any part of the fees which **Merchant** may be liable to pay **Alldebit Pte Ltd** hereunder whether through an increase in price or otherwise or to pay any contemporaneous finance charge in connection with **Transaction(s)**;
- c. not make any warranty or representation whatsoever in relation to the **Debia Service** or whatsoever which may bind **Alldebit Pte Ltd** or render **Alldebit Pte Ltd** liable in any way whatsoever;
- d. at its own expense and before the time agreed for installation or activation of **Debia Service**, prepare and provide the necessary, compatible operational equipment, software and connection specified by **Alldebit Pte Ltd** for the purposes of using **Debia Service**; and where necessary, prepare and provide such interface hardware and software to **Alldebit Pte Ltd**;
- e. not alter, copy, modify or tamper with any hardware or software provided by **Alldebit Pte Ltd**;
- f. install such measures as may be necessary to protect the security and integrity of related hardware or software, whether owned by **Merchant** or **Alldebit Pte Ltd**;
- g. where required, comply with all security or encryption standards, rules and procedures imposed by **Alldebit Pte Ltd** or otherwise ordinarily required in the course of business;
- h. make connections to such other systems as **Alldebit Pte Ltd** may require from time to time;
- i. maintain at the **Merchant's** own expense adequate quantities of consumables for the hardware as may be required from time to time;
- j. not sell, assign, license, transfer or permit the use of **Debia Service** software or hardware by any party without the written permission of **Alldebit Pte Ltd**;
- k. prior to effecting **Debia Service**, open and maintain at all times during the term of this **Agreement**, an account in its name with one of the locally incorporated banks which shall be designated for the purpose to receive the settlement amount from **Alldebit Pte Ltd**;
- l. inform **Alldebit Pte Ltd** of any change in the particulars of **Merchant's** designated bank account within 14 days of effecting such a change; and
- m. maintain, throughout the term of this **Agreement**, adequate and competent personnel to operate **Debia Service**.

3. UNDERTAKINGS OF ALLDEBIT PTE LTD

Alldebit Pte Ltd agrees and undertakes that it shall:

- a. use its best endeavours to provide to **Merchant** **Debia Service** for which **Merchant** enrolls and pays the applicable fees;

- b. provide training on the use and operation of the hardware and/or software for **Debia Service** to **Merchant's** personnel on such terms as the parties shall agree; and
- c. where required, at **Merchant's** expense, install the hardware at **Merchant's** premises on or by such installation date as the parties may agree.
- d. **Alldebit Pte Ltd** makes no representations or warranties of any kind with respect to the systems operated by **Alldebit Pte Ltd** or any software/hardware provided, or any part thereof, express or implied, and shall not be liable to **Merchant** for any loss or damage howsoever caused and regardless of the form of loss or damage which may be suffered or incurred by **Merchant** or any third party in connection with this **Agreement** including (without prejudice to the generality of the foregoing) any loss of profit in consequence of a breakdown in providing **Debia Service** or part thereof.

4. SETTLEMENT

- a. All **Transactions** shall be made in **Singapore Dollars**.
- b. **Merchant** shall be liable to make payments due to **Alldebit Pte Ltd** arising from this **Agreement** in accordance with the provisions herein.
- c. In consideration of using **Debia Service**, the **Merchant** shall pay **Alldebit Pte Ltd** the applicable **transaction fees (MDR plus GST)** and other charges at such time as may from time to time be stipulated by **Alldebit Pte Ltd** as set forth in the **Debia Service Application Form** or as otherwise provided by **Alldebit Pte Ltd** in accordance with the terms of this **Agreement**.
- d. **Merchant** shall be settled every **T+2 business days** after the deduction of the **transaction fees** due and payable to **Alldebit Pte Ltd**. This provision forms the essence of this **Agreement**.
- e. Unless otherwise specified herein, this **Agreement**, shall be for a one-year initial term and auto-renewable thereafter for successive one-year periods. Any renewal of this **Agreement** is subject to **Alldebit Pte Ltd's** prevailing terms and conditions.
- f. **Alldebit Pte Ltd** may revise its **transaction fees** and any other applicable fees or charges (such revision shall be hereinafter collectively known as the **revised fees**) from time to time and will notify **Merchant** in writing at least **fourteen (14) days** notice prior to the **effective date** of such revised fees. Such notifications shall be determined by **Alldebit Pte Ltd** at its sole discretion.
- g. **Transaction fees** payable by **Merchant** under this **Agreement** and any taxes, duties, fees or government levies which may be imposed now or hereafter in respect of the **Transactions** shall be solely borne by **Merchant**.
- h. All **Transaction fees** and/or any other applicable fees/charges paid by **Merchant** under this **Agreement** shall not be refundable in the event of termination of this **Agreement** howsoever caused.
- i. Upon the execution of this **Agreement**, **Merchant** shall provide **Alldebit Pte Ltd** with all necessary particulars of the account designated by **Merchant** pursuant to Clause 2(k).
- j. **Merchant** agrees that **Alldebit Pte Ltd** may, if and whenever instructed to do so by the bank with which **Merchant's** said designated account is opened, limit or refuse any or all transactions from or to **Merchant's** said account with that bank, no liability shall be imputed to **Alldebit Pte Ltd** for acting on such instructions.

5. DEPOSITS

- a. When required, upon the execution of this **Agreement**, **Merchant** shall pay **Alldebit Pte Ltd** a deposit sum within fourteen (14) days from **Merchant** signing the **Debia Service Application Form** or as otherwise instructed by **Alldebit Pte Ltd**.
- b. The deposit shall be held by **Alldebit Pte Ltd** as a security payment for the due performance and observance by **Merchant** of the terms and conditions of this **Agreement** and the fulfilment by **Merchant** of its obligations hereunder.
- c. **Alldebit Pte Ltd** shall be entitled at its discretion at any time to off-set any fees or other charges due and owing by **Merchant** to **Alldebit Pte Ltd** under or in connection with this **Agreement** or any damages payable against the deposit. **Alldebit Pte Ltd's** rights hereunder shall be in addition to and without prejudice to any

other right of action or other remedy(s) available to **Alldebit Pte Ltd** for the recovery for any fees or charges (including damages) payable by **Merchant** to **Alldebit Pte Ltd**.

- d. As soon as practicable after the termination of this **Agreement**, **Alldebit Pte Ltd** shall refund the deposit without interest to **Merchant** after the deduction of such sum of amount as **Alldebit Pte Ltd** may be entitled to deduct hereunder.

6. RENTAL OF SOFTWARE/HARDWARE

Where **Merchant** is required to use software and/or hardware from third party vendors in order to utilize **Debia Service**, such software and/or hardware including but not limited to payment terminals, **Merchant** shall:

- a. sign any relevant agreement(s) with the relevant third party vendor(s) so as to procure the use of the software and/or hardware;
- b. pay any and all deposits required with the relevant third party vendor(s); and
- c. not make any warranty or representation whatsoever in relation to the use of these relevant software and/or hardware which may bind **Alldebit Pte Ltd** or render **Alldebit Pte Ltd** liable in any way whatsoever.

7. PROHIBITED PRODUCTS AND SERVICES

- a. **Merchant** shall ensure that the products and services sold to **Merchant's** User(s) shall not contain articles which are prohibited or restricted under any and all applicable laws and regulations, examples of which can be found in **The Prohibited Product/Service List** herein.
- b. This list may be updated at any time and from time to time by **Alldebit Pte Ltd** at its sole discretion. Any such update of the list shall be communicated in writing to **Merchant** and shall take effect upon the receipt of such update(s) by **Merchant**.

8. DISPUTE(S)

- a. **Alldebit Pte Ltd** shall not be involved in any dispute(s) or claim(s) that may arise between **Merchant's** User(s) and **Merchant**, unless the said dispute or claim relates specifically to the use of **Debia Service** in which case the same shall be subject to the relevant terms and conditions of this **Agreement**. Any such dispute or claim arising should be notified to **Alldebit Pte Ltd** within fourteen (14) days of such an occurrence.
- b. The parties hereby agree that in the event of a dispute or claim of whatever nature arising in respect of any Transaction, the records of the Transactions available from **Merchant** and **Alldebit Pte Ltd** shall be used as a reference and shall be the sole basis of settling the aforesaid dispute or claim. Where there are discrepancies between records of the Transactions recorded by **Alldebit Pte Ltd** and **Merchant**, the discrepancies shall be jointly investigated by **Alldebit Pte Ltd** and **Merchant** using information from both parties whenever appropriate, and proper adjustments (if any) shall be made accordingly.
- c. **Merchant** agrees that where multiple or excess payments have been effected by or on behalf of the **Merchant's** User in respect of any Transaction, whether through **Debia Service**, **Merchant** shall refund or reimburse such **Merchant's** User for such excess payments made and shall keep **Alldebit Pte Ltd** harmless from and indemnified against any claim related to such excess payments.

9. INDEMNITY

Merchant hereby agrees and undertakes to fully indemnify and keep **Alldebit Pte Ltd** harmless from and against all actions, claims, costs (including legal costs on a full indemnity basis), losses, charges, expenses and damages which **Alldebit Pte Ltd** may suffer or incur as a result of:

- a. the occurrence of any event under Clause 18;
- b. any fraud, dishonesty or misconduct (criminal or otherwise) relating to the Transactions perpetrated by **Merchant**, its servant, agent, employee or contractor or the fraud, dishonesty or misconduct (criminal or otherwise) perpetrated by a third party as a result of the negligence or default of **Merchant**, its servant, agent, employee or contractor; and
- c. any loss caused by or caused to or damage to any of **Alldebit Pte Ltd's** equipment arising out of the act or omission whether negligent or otherwise of **Merchant**, its servant, agent, employee or contractor

or out of any failure of **Merchant**, its servant, agent, employee or contractor to operate the equipment in accordance with the procedures prescribed by **Alldebit Pte Ltd**

- d. **Merchant** shall not hold **Alldebit Pte Ltd** liable or responsible for any action, claim, cost, expense, damage and/or loss, including consequential loss and/or damage and/or loss of profit, which **Merchant** may suffer or incur as a result of a breakdown in the provision of **Debia Service** or when **Debia Service** is not available for any reason whatsoever.

10. DISCLOSURE

The **Merchant** hereby agrees and consents to the disclosure and release by **Alldebit Pte Ltd** of any information in the possession of **Alldebit Pte Ltd** relating to **Merchant**, the particulars of the Transaction(s) or any designated account relating to the Transaction(s) for the purpose of investigating any claim or dispute arising out of this **Agreement** or in connection with the Transaction(s) under the provision of **Debia Service** which consent shall survive both the suspension of rights hereunder and the termination of this **Agreement**.

11. NOTICE AND COMMUNICATION

Unless otherwise provided herein or agreed to in writing by the parties hereto, all notices or other communications to or upon **Merchant** and **Alldebit Pte Ltd** shall be sufficiently served if delivered at or sent by registered post by either party to the other at the address herein stated or the address of the registered office recorded with the Accounting and Corporate Regulatory Authority, Singapore, shall be deemed to have been served in the case of a notice delivered by hand on the day of the delivery, in the case of a notice served by registered post on the day following the post and in the case of an emailed notice served on the day of the transmission.

12. DATA PROTECTION

- a. **Definitions:** Where it appears in this Clause, the terms "**personal data**", "**data intermediary**", "**derived personal data**", "**processing**" and any other relevant defined terms shall have the same meaning ascribed to them in the Personal Data Protection Act 2012 ("**PDPA**").
- b. **Data Processing:** **Merchant** shall have no right to assign or transfer **Merchant's** rights and obligations in this **Agreement** and shall remain fully liable for all of **Merchant's** duties, liabilities and obligations hereunder.

13. ASSIGNMENT

- a. This **Agreement** shall be binding upon the parties hereto and their respective successors and legal representatives and shall be construed so as to confer any benefit upon any other person except as expressly provided herein.
- b. **Merchant** shall have no right to assign or transfer **Merchant's** rights and obligations in this **Agreement** and shall remain fully liable for all of **Merchant's** duties, liabilities and obligations hereunder.
- c. **Alldebit Pte Ltd** shall be entitled to assign its rights and benefits and transfer its obligations under this **Agreement** at any time by giving **Merchant** written notice thereof in which event the said assignment and transfer shall ipso facto take effect.

14. MISCELLANEOUS

The Merchant acknowledges receipt of a copy of the Terms of Use relating to the ShopBack Payment Services Singapore. This applies to Merchants contracting to Shopback's Payment Services in Singapore only.

15. RELATIONSHIP OF THE PARTIES

Nothing in this **Agreement** is intended, or shall be deemed, to create any partnership governed by the provisions of any statute and none of the Parties shall have any authority to represent to any person that there is such a partnership.

16. SEVERABILITY

- a. If any provision herein is deemed by any tribunal or court of competent jurisdiction to be illegal, invalid or unenforceable under any applicable law or otherwise, it shall, to the extent required by such law and subject to the agreement of **Alldebit Pte Ltd**, be severed from this **Agreement** and rendered ineffective so far as is possible without affecting the legality, validity and enforceability of the remaining

provisions of this **Agreement**.

- b. No right under this **Agreement** shall be deemed to have been waived except in writing signed by the parties hereto and waiver of any particular right in a particular instance shall not constitute or be deemed a waiver of any other right.

17. FORCE MAJEURE

No failure or omission by any party to carry out its obligations or observe any of the stipulations or conditions of this **Agreement** shall give rise to any claims against the party in question or be deemed a breach of this **Agreement** if such failure or omission arises from a cause of force majeure, such as acts of God, war or warlike hostilities, civil commotion, riots, blockades, embargoes, sabotage, strikes, lockouts, shortage of material or labour, delay in deliveries from sub-contractors or machine failure caused by force majeure, or any other event outside the control of the party in question.

18. SUSPENSION OF RIGHTS

- a. Without prejudice to any of **Alldebit Pte Ltd's** rights under this **Agreement**, in the event of a breach of the terms and conditions of this **Agreement**, **Alldebit Pte Ltd** may at its sole discretion give immediate notice in writing to **Merchant** to remedy the breach within one (1) month of the said notice and may during this period, suspend all rights of **Merchant** under this **Agreement**, save for those rights necessary to enable **Merchant** to remedy the breach. If **Merchant** fails to remedy the breach within the aforesaid notice period, **Alldebit Pte Ltd** shall have the right but not the obligation to extend the notice period (with or without suspension) or forthwith terminate this **Agreement**.

19. CHANGE IN CONSTITUTION

- a. Where **Merchant** is a sole-proprietor or partnership, **Merchant or his authorised person(s)** shall notify **Alldebit Pte Ltd** in writing within a month of any admission, retirement or death of any proprietor or partner.
- b. Where **Merchant** is a society or corporation, **Merchant** shall notify **Alldebit Pte Ltd** in writing within a month of any change in **Merchant's** organisation (including the composition of the shareholders of **Merchant**), or corporate or business structure or in any of its particulars furnished to **Alldebit Pte Ltd**.

20. TERMINATION OF AGREEMENT

- a. This **Agreement** shall become effective when signed by the parties hereto and shall remain in force and effect until terminated in accordance with the terms of this **Agreement**.
- b. Either party to this **Agreement** may elect to terminate this Agreement by giving **one (1) month's** prior notice in writing to the other party of its intention to do so.
- c. Notwithstanding any provisions in this **Agreement**, **Alldebit Pte Ltd** shall have the right at anytime to give **immediate notice** in writing to **Merchant** to terminate this **Agreement** forthwith upon the happening of any one or more of the following events of default, whether or not such event is of a continuing nature:
 - (1) if in the sole opinion of **Alldebit Pte Ltd**, **Merchant** has breached any of the terms and conditions of this **Agreement**;
 - (2) If **Merchant** enters into liquidation, receivership, judicial management or otherwise compounds with its creditors or takes or suffers any similar action or occurrence in any jurisdiction;
 - (3) if **Merchant** becomes insolvent or stops payment or ceases or threatens to cease to carry on its business or any part of its business;
 - (4) if any resolution is passed or steps taken by **Merchant** or any other person to apply for judicial composition proceedings with its creditors or an order is made by any competent court for such proceedings or a receiver, judicial manager, administrator or other similar official is appointed in relation to **Merchant** or any part of the assets or undertakings of **Merchant** or encumbrancer taking possession of any part of the assets or undertakings of **Merchant** or a distress or execution or other process is being levied or enforced upon or sued against any part of the assets or undertakings of **Merchant**;
 - (5) if **Merchant** is deceased or its partnership dissolved;

- (6) if **Merchant** or any of its shareholders, partners, proprietors, officers, employees, agents or contractors is or is suspected by **Alldebit Pte Ltd** to be involved in any fraudulent or unlawful activity whether or not relating to **Merchant's** business;
 - (7) if **Merchant's** business involves any trade or activity deemed undesirable by **Alldebit Pte Ltd**, or Regulatory Authority(s);
 - (8) if there had been multiple complaints and disputes relating to **Merchant's** goods or services by the Merchant's User.
- d. In the event of termination of this **Agreement** for whatever reason:
- (1) **Merchant** agrees and undertakes to return to **Alldebit Pte Ltd** immediately all materials, books, records or otherwise pertaining to the provision of Debia Service, and shall not thereafter use the Marks or any part or derivatives thereof;
 - (2) **Merchant** agrees and undertakes to permit **Alldebit Pte Ltd**, and **Alldebit Pte Ltd** shall have the right of access to **Merchant's** premises to disconnect, retrieve and remove any equipment relating to the provision of Debia Service which is not owned by **Merchant** and any material bearing the Marks or derivatives thereof and at the request of **Alldebit Pte Ltd**, **Merchant** will at its own expense assist **Alldebit Pte Ltd** to exercise its rights hereunder and shall fully cooperate to comply with the requirements of **Alldebit Pte Ltd** in this respect;
- e. Any antecedent right and liability of either party shall not be thereby prejudiced or impaired.
- f. In the event that **Alldebit Pte Ltd** terminates this Agreement in accordance with the terms hereof, **Merchant** acknowledges and agrees that no reason whatsoever needs to be communicated to **Merchant** for such termination and **Alldebit Pte Ltd** shall not be liable in any way for any loss or damage incurred or suffered by any party due to such termination.

21. CONSTRUCTION AND VARIATION

- a. The **Debia Service Application Form** and addenda / appendixes herein shall be deemed to be integral to this **Agreement** and shall be construed to be a basis on which the parties have entered into this **Agreement**.
- b. This **Agreement** constitutes the entire **Agreement** between the parties hereto and all prior arrangements, representations and undertakings are hereby superseded.
- c. No variation or amendment to any provision of this **Agreement** shall be made unless in writing and duly signed by authorised representatives of the parties hereto.

22. CONFIDENTIALITY

- a. "**Confidential Information**" means any confidential, trade secret or proprietary information (which may be business, financial or technical information) disclosed by one party to the other under this **Agreement** that is marked confidential or if disclosed orally designated as confidential at the time of disclosure or that should be reasonably understood to be confidential.

Each party agrees that:

- i. Each party shall not disclose to any third party or use any Confidential Information disclosed to the party by the other except as expressly permitted in this **Agreement** and for purposes of performing this **Agreement**, and
 - ii. Shall take reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which shall in no event be less than the measures it uses to maintain the confidentiality of its own proprietary information or Confidential Information of similar importance. Each party further agrees to use the other party's Confidential Information only for the purpose of its performance under this **Agreement**.
 - iii. In addition, the receiving party shall not reverse engineer, disassemble or decompile any prototypes, software or other intangible objects which embody Confidential Information and which are provided to the receiving party hereunder.
- b. The obligations set forth above in this clause do not apply to information that

- i. is in or enters the public domain without breach of this **Agreement**;
 - ii. the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation;
 - iii. the receiving party knew prior to receiving such information from the disclosing party or develops independently without access or reference to the Confidential Information;
 - iv. is disclosed with the written approval of the disclosing party.
- C. Notwithstanding the obligations set forth in this clause, each party may disclose Confidential Information of the other party:
- i. to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law but only after alerting the other party of such disclosure requirement and, prior to any such disclosure, allowing (where practicable to do so) the other party a reasonable period of time within which to seek a protective order against the proposed disclosure, or
 - ii. on a "need-to-know" basis under an obligation of confidentiality substantially similar in all material respects to those confidentiality obligations to its legal counsel, accountants, contractors, consultants, banks and other financing sources.

23. RIGHTS OF THIRD PARTIES

Unless expressly provided to the contrary in this **Agreement**, a person who is not a party to this Agreement has no right under the contracts [Rights of Third Parties Act (cap.53B)], to enforce any term of this **Agreement**.

24. GOVERNING LAW AND COMPLIANCE

- a. This **Agreement** shall be governed by and construed in all aspects in accordance with the laws of Singapore and the parties hereto irrevocably submit to the exclusive jurisdiction of the courts of Singapore.
- b. The parties hereto each undertakes to comply with all laws and regulations as may be applicable to the performance of its obligations under this **Agreement**.
- c. As parties are by law required to comply with the regulatory framework provided by MAS, it is imperative for merchants to adhere, comply and provide when Aldebit Pte Ltd calls for documents and other information promptly and without delay so as to expedite the process of the compliance obligations thereof. Merchants are to render their fullest of cooperation to meet these obligations, failure of which may result in their account to be held, frozen and suspended without further notice and action taken against them, if necessary.

THE PROHIBITED PRODUCT / SERVICE LIST

No.	Description
1	Money Laundering Transactions related to laundering of money or any attempt to disguise the origins of illegally obtained money
2	Terrorist Financing Transactions involving financing of terrorism or related activities
3	Fraudulent Activities Any transactions or activities suspected to be fraudulent
4	Drug Trafficking Payments related to the sale, distribution, or manufacturing of illegal drugs
5	Human Trafficking and Exploitation Transactions supporting human trafficking, exploitation, or abuse
6	Gambling Transactions related to gambling, internet gambling, casino games, sweepstakes and contests, fantasy sports leagues with a monetary or material prize, an entry fee that promises the entrant will win a prize of value, or any other activities that facilitate gambling
7	Sanctions Violations Transactions involving individuals, entities, or countries subject to international sanctions
8	Illegal Cash-Out Transactions related to illegal cash withdrawal or cheque cashing activities
9	Intellectual Property Rights Payments related to the sale of counterfeit or unauthorized goods, or downloads of movies, music, computer or video games, or software that infringe or violate copyright, trademark, right of publicity, privacy, or any other proprietary right under the laws of any jurisdictions
10	Adult Content and Services Payments related to adult content, entertainment, pornographic, or sexually oriented services or products
11	Weapons and Ammunition Transactions involving the sale or distribution of weapons, ammunition, and related products
12	Unlicensed Financial Services Payments involving unlicensed money transmission, lending, or financial services
13	Ponzi and Pyramid Schemes Transactions related to Ponzi schemes, pyramid schemes, matrix program, "get rich quick" schemes, or other fraudulent investment operations
14	Cryptocurrency Exchanges Transactions related to cryptocurrency exchanges without proper regulatory compliance
15	Fireworks Transactions involving the sale or distribution of fireworks and hazardous materials

No.	Description
16	Traveler's Cheque Transactions related to the sale of traveler's cheques or money orders
17	Fake Charities Payments to fake or unverified charitable organizations
18	Phishing and Cybercrime Transactions related to phishing schemes, cybercrime, or hacking activities
19	Prescription Drugs Transactions involving the sale of prescription drugs without proper authorization
20	Tobacco and Nicotine Payments related to the sale of tobacco or nicotine content products
21	High-Risk Investments Transactions related to high-risk investment schemes such as binary options trading without regulatory oversight
22	Multi-Level Marketing Payments related to multi-level marketing services offering commission or recruitment-based sales, or business strategy where companies earn revenue and participants earn commissions from retail product sales network marketing, and referral marketing programs
23	Unfair or Deceptive Practices Transactions related to businesses that make outrageous claims, use deceptive or fake testimonials, use high-pressure upselling, or offering unrealistic incentives or rewards as an inducement to purchase products or services
24	Offensive Contents Transactions involving the sales or distribution of products or services that promote hatred, racism, religious persecution, or contain offensive or obscene content
25	Human Organ Transactions related to the trading of human remains and body parts
26	Fund Raising Transactions related to crowdfunding, fundraising, and other donation-soliciting activities
27	Illegal Products or Services Transactions related to any other products or services that are in violation of law