

1. BUSINESS DETAILS

Business Structure

Sole Prop. Partnership Sdn Bhd Others

Name of Business

Business Registration No.

Business Address

Postcode

Business Phone No.

City

State

Business Email

Type of Business

F&B Grocery Fashion/Beauty Electronic/Gadget Entertainment
 Travel/Hotel Fitness Services Others (Please Specify) _____

2. AUTHORISED REPRESENTATIVE

Full Name

NRIC

Designation

Contact Number

Email Address

**Please provide a Letter of Authorisation if the Authorised Representative is not a Director or Shareholder*

3. BANK DETAILS

Bank Name

Bank Account Number

Bank Account Holder Name

Contact Number

Finance Contact Person

Email Address

4. FEES AND CHARGES


Registration Fee		Waived	
Annual Fee		Waived	
MDR			
Credit Card (Visa/Master) - Local	2.2 %	E-Wallet	
Debit Card - Local	1.7 %	AliPay	2.0 %
		Boost	1.6 %
		GrabPay	1.5 %
FPX	RM 1.00 or 1.0 % (whichever is higher)	Maybank QR Pay	1.2 %
		Touch n Go	1.2 %
		WechatPay China	2.0 %
Settlement		T + 3 Business Day	
Settlement Fee		NIL	

5. SUPPORTING DOCUMENTS FOR ALL MERCHANT TYPES

1a. Sole Proprietorship / Partnership (Enterprise) <ul style="list-style-type: none"> Form D (Front page, company's and owner's information pages) 	OR	1b. Sendirian Berhad (Sdn. Bhd.) <ul style="list-style-type: none"> Form 9 (Certificate of Incorporation) OR Companies Act 2016 - Section 14 & 15 Form 24 (Complete Return of Allotment of Shares Form) / Annual Return OR Companies Act 2016 - Section 78 Form 49 (Notification of Change in the Register of Directors, Managers and Secretaries Form) OR Companies Act 2016 - Section 58 & 236(2) Form 13/Change of Company Name *if applicable
2. Copy of Director's NRIC/Valid Passport - Front & Back		
3. Bank Statement - Bank Statement Header of any month in the latest 3 months		
4. Outlet Photo		
5. Letter of Authorisation *if applicable		

6. APPLICATION DECLARATION

I hereby declare that the details furnished above are true, complete and accurate to the best of my knowledge and belief and all documents furnished are true and authentic copies. I undertake to inform you of any changes therein, immediately. In case of the above information/document is found to be false, untrue, misleading, misrepresenting or incomplete, I am aware that I may be held for it. I/We agree to be bounded by the terms and conditions enclosed with this form as at the date of this application and authorize sharing of the information/document furnished on this form with AlphyPay.

Company Stamp	Merchant's Signature	Representative Signature
		
	Name NRIC Title Date	Name NRIC Date

7. FOR OFFICE USE ONLY

Date of form returned from the Merchant

(dd/mm/yyyy)

Company Business Registration set	Approved By :	Rejected (Please Specify Reason)
<input type="checkbox"/> Business Registration SSM Full Set <input type="checkbox"/> Latest Bank Statements <input type="checkbox"/> Director's NRIC <input type="checkbox"/> Outlet Photo	Sales Manager Name Date	Chief Sales Officer Name Date

TERMS AND CONDITIONS

BY USING ANY ALP CAPITAL SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT, INCLUDING ANY ADDITIONAL GUIDELINES REFERENCED IN THIS AGREEMENT. IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU ARE NOT AUTHORISED TO USE OUR SERVICES AND BOTH WEB BYTES AND ALP CAPITAL WILL NOT BE LIABLE FOR ANY LOSS INCURRED.

1. ACCEPTANCE

It is hereby set out that you are deemed to have acknowledged to the appointment of Web Bytes Sdn. Bhd.'s (Company No. 799832-T) authorised processing agent, Alp Capital Sdn. Bhd. (Company No. 1242106-T) as the payment processing agent on your behalf through AlphyPay.

2. ALPHYPAY SERVICES

AlphyPay provides Services which enable Customers to make payment via credit/debit card(s), online transfer and any e-wallet systems available on the site. When a Customer places an order, actual payment will be charged upon Customer's order and a Contract will be formed. Payments submitted for processing will require successful debiting of the Card at time of payment creation. If a Card is not charged, AlphyPay will be not be able to transfer the funds to you. You agree not to hold AlphyPay responsible for any delay as a result of failure of charging of card on the charge day itself. After each Payment is processed you are provided with a unique number in relation to your Payment. Payments processed will represent an unsecured claim against AlphyPay.

You represent and warrant to AlphyPay that if you are an organisation, you are duly organised and validly existing (or, if an individual, are of legal age and under no legal disability or incapacity) and have full power and authority to enter into, and take all necessary steps to enable you to lawfully enter into, these Terms & Conditions and the transactions contemplated herein, and perform obligations as mentioned herein.

3. SERVICE FEE

Alp Capital will charge you a Service Fee for use of the Services. The Service Fee is charged on a per transaction basis. Alp Capital is merely facilitating the above mentioned transactions between yourself and Customers and we are not and do not hold ourselves out as a bank and we do not offer banking or any financial banking or loan services as defined by the applicable laws or the laws of Malaysia.

4. REPRESENTATIONS AND WARRANTIES

It is hereby represented and warranted that:

- a) these Terms & Conditions constitutes a legal, valid and binding obligation of yourself in using the Service;
- b) all the Payments made using the Service are lawful, valid and genuine and do not infringe any money laundering or terrorist financing laws in Malaysia;
- c) in executing and giving effect to these Terms & Conditions, you will not infringe any provision of any other document or agreement to which you are a party, nor any law or judgment/order binding upon you;
- d) all information supplied by you is, or at the time it is supplied will be, accurate in all material respects and you will not omit or withhold any information which would make such information inaccurate in any material respect;
- e) you will provide to AlphyPay on request such information regarding your identity and banking details as AlphyPay may reasonably require; and
- f) you will take all reasonable steps to obtain and provide to AlphyPay all information and documents relating to any or all Payments set up by you.

5. DATA PROTECTION

In providing the Services, AlphyPay agrees to comply with all the relevant provisions of Personal Data Protection Act save for provisions related to the registration of data users and matters connected thereto and to observe and comply with all relevant and pertinent by-laws, rules, enactments and regulations currently enforced and/or hereinafter to be enforced.

It is also hereby agreed that you authorise Alp Capital to make any inquiries necessary to verify your identity and the respective documents. If AlphyPay cannot establish your identity, AlphyPay has the right to deny you use of the Services.

6. USE OF SITE

AlphyPay may reject any payment that is believed to be unauthorised or made by someone other than the account holder, may violate any law, rule or regulation, or if AlphyPay has reasonable cause not to honour it. If any single transaction is investigated and is determined to be fraudulent, such default and fraudulent transaction may be reported to legal authorities. If we have reason to believe that you have engaged in any non-acceptable use, AlphyPay may in its sole discretion and at any time, take any or all of the following actions:

- Suspend or limit your access to the Services;
- Not processing your payment until we are satisfied that it's towards an acceptable use, return, or reclaim funds;
- Update inaccurate information you provided to AlphyPay;
- Refuse to provide Services to you in the future;
- Contact your bank or notify other Users, law enforcement, or impacted third parties of your actions;
- Take legal action against you.

AlphyPay will provide you with notice of any of the above actions. If applicable, AlphyPay may request more information regarding your use of the Services to better determine whether any non-acceptable usage has occurred.

7. AVAILABILITY OF SITE

You acknowledge that there may be interruptions in Services or events that are beyond our control. While we use reasonable efforts to keep the Site accessible, the Site may be unavailable from time to time for any reason including, without limitation, routine maintenance. You understand and acknowledge that due to circumstances both within and outside of our control Site access may be interrupted, suspended or terminated. Our company retains the right at our sole discretion to deny service, or access to the Site to anyone or an account, at any time and for any reason.

8. LIMITATION OF LIABILITY

IN NO EVENT, UNDER NO LEGAL OR EQUITABLE THEORY (WHETHER TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE), SHALL WEB BYTES OR ALP CAPITAL BE LIABLE HEREUNDER OR OTHERWISE FOR ANY LOSS OR DAMAGE OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM THE CONDITIONS, THE SALE, DISTRIBUTION, DELIVERY, NON-DELIVERY, USE, OWNERSHIP, POSSESSION, OPERATION, TRANSPORTATION, LOADING, UNLOADING OR RETURN OF THE MERCHANDISE, OR ANY CLAIM MADE AGAINST YOU BY ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY, DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, LOST ANTICIPATED PROFITS, LOSS OF GOODWILL, EVEN IF ALPHYPAY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (i) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (ii) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (iii) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (iv) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (v) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (vi) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (vii) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. WHILE RECEIVING AND PROCESSING PAYMENTS WE MERELY ACT ON THE INSTRUCTIONS OF OUR USERS AND WE SHALL NOT BE LIABLE FOR ANYTHING EITHER BEFORE PROCESSING OF THE PAYMENT OR AFTER WE HAVE PROCESSED THE PAYMENT.

9. INDEMNITY

You agree to defend, indemnify and hold harmless our company and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their staff members, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to losses attributable to any chargeback of a payment transaction, economic loss and attorney's fees) arising out of or related to: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of these Terms of Use, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third party rights, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) User Content or any other information or content that is submitted via your account including without limitation misleading, false or inaccurate information; (vi) negligent or wilful misconduct; or (vii) any other party's access and use of the Service with your unique username, password or other appropriate security code or (viii) the acts, omissions and default of your agents or representative in relation to the Site and Services.

10. GENERAL

A. Amendments

AlphyPay has the sole right to make changes to any of the Conditions. Any changes to the Conditions shall enter into force after they have been made available to you via e-mail and/or the Site.

B. Force Majeure

All parties shall be temporarily released from their contractual obligations herein if events of force majeure render the fulfillment impossible or unreasonable. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable.

C. Law and Jurisdiction

In cases of dispute, this Agreement shall be governed by and be construed in accordance with the laws of Peninsular Malaysia.