



BAYAPAY CARD APPLICATION

Kindly submit the completely filled up application form to csinfo@baypay.com

I/ We are applying for TiKi program

COMPANY DETAILS

* as registered in SSM

Company Name

Company Mailing Address Company Reg. No.

City State Postcode

Company Name on Card

CONTACT PERSON DETAILS

Name Gender: Male / Female

First name Middle name Last name

Designation NRID Date of birth

Email address Mobile no Nationality

COMPANY BANK ACCOUNT DETAILS

Bank 1 Name	<input type="text"/>	Bank 1 Acc Name	<input type="text"/>	Bank 1 Acc No.	<input type="text"/>
Bank 2 Name	<input type="text"/>	Bank 2 Acc Name	<input type="text"/>	Bank 2 Acc No.	<input type="text"/>
Bank 3 Name	<input type="text"/>	Bank 3 Acc Name	<input type="text"/>	Bank 3 Acc No.	<input type="text"/>

DECLARATION

- I/We are not in default on any accounts with any other financial institutions, or under any legal impediments by other institutions.
 - This Application Form and all supporting documents submitted to BayaPay shall be the sole property of BayaPay and BayaPay is entitled to retain the submitted Application Form and all supporting documents irrespective of whether my/our application is approved or rejected by BayaPay.
 - I/We agree any deposit/ payment made to BayaPay card for whatsoever reason must be made from bank account number as disclosed above. I/We shall not hold BayaPay responsible for any rejected fund for deposit/ payment due to AMLA requirement by any financial institution.
 - I/We hereby confirm by checking box I/We are applying for TiKi program, my company meets the eligibility criteria for the TiKi Program and agrees to the TiKi program terms and conditions.
- I/We hereby agree to the Declaration and confirms that the above information is correct, and I/we hereby submitting our application for BayaPay Cards.

Authorized Signatory

Name: Designation: Date: Company Stamp

APPLICATION CHECKLIST (for office use)

No	Items	Remarks
1	Completely filled up Application Form	
2	Director & Shareholder details (min 20% shareholding)	
3	Vehicle, driver & scheduling details	
4	Signed Card Agreement & Addendum	
5	Signed Consent Authorization Letter	
6	Proof of bank account(s)- Optional	
7	SSM document- Optional	

Pricing Model:

Compiled & digitized by	Verified by	Onboarded by	Approved by
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Date:

BayaFleet Card Agreement

1.0 General.

- 1.1 This BayaFleet Card Agreement (hereinafter referred to as "Agreement") is between the Corporate and BayaPay Sdn. Bhd. (hereinafter referred to as "BayaPay"). BayaPay being the BayaFleet program owner, owner and manager of the Card, and this Agreement binds the Corporate to the terms and conditions governing the use of BayaFleet. The use of BayaFleet is further governed by the applicable laws and/or terms and conditions as may be applied by BayaPay from time to time (refer to BayaFleet website).
- 1.2 BayaFleet prepaid MasterCard card ("Card"), is a reloadable prepaid card issued by Instapay Technology Sdn. Bhd. [Company No.: 201701019495 (1233660-A)], a licensed e-money issuer ("Instapay"), upon request by BayaPay Sdn. Bhd. The BayaFleet Prepaid MasterCard card is and shall at all times remain the property of BayaPay Sdn. Bhd.
- 1.3 By downloading the BayaFleet Mobile App, applying for the Card and/or retaining, using or authorizing the use of the Card and/or BayaFleet Mobile App, the Corporate agrees to this Agreement.
- 1.4 Corporate shall be responsible for the Card issued. Corporate shall ensure, including their Card-User, to comply with the terms and conditions of this Agreement, and the Corporate shall be fully responsible for any act, omission and/or default of the Card-User.
- 1.5 BayaPay reserves the absolute rights, at its sole discretion, to modify, supplement, remove, or otherwise amend this Agreement or any portion thereof. Should there be any modifications to this Agreement, the Agreement shall indicate the "Last Updated" version of the Agreement. The use of BayaFleet Mobile App or the Card following the effective date of any modification, addition, deletion, or amendment to this Agreement shall signify unconditional acceptance of such alterations.
- 1.6 Certain features of BayaFleet may be governed by additional terms, rules, policies, or codes of conduct as determined from time to time, and Corporate must adhere to them while utilizing such features. All such supplementary terms, rules, policies, or codes of conduct shall be integrated into this Agreement from time to time.
- 1.7 BayaPay reserves the absolute rights, at its sole discretion, to offer new services or benefits related to BayaFleet periodically, and these new services or benefits will be governed by this Agreement and the terms and conditions governing the respective new services.
- 1.8 Corporate shall be responsible to regularly check BayaFleet website for any updates to the Agreement.

2.0 Definitions and interpretation.

- 2.1 In this Agreement, unless context otherwise requires, the following terms shall have the following meaning.

Account	The prepaid account opened in the name of Corporate pursuant to this Agreement.
Account Limit	Configured limit imposed on Account during prepaid Account creation.
Agreement	The terms and conditions set by BayaPay governing the use of the BayaFleet services, including BayaPay's Terms of Use (https://www.bayapay.com/termsfuse) and BayaPay's Privacy Policy (https://www.bayapay.com/privacypolicy).
Application Document	Required documents which are mandatory for onboarding a Corporate. It consist of registrar of businesses or equivalent business registration documents, and copies of identification document of all directors and/or all shareholders with minimum 20% ownership, including document and information of applicable Card-User, such requirement may be revised.
Application Form	BayaFleet application document submitted by a company to request to open a BayaFleet account. Application Form consist of company background, details on director, shareholder and owner, Vehicle detail and Card-User details including scheduling (optional), and other relevant information.
Authorised Person	Any officer of the Corporate and/or any other person duly authorised by the Corporate to give instructions on behalf of the Corporate.
BayaFleet	BayaFleet is a full functional open-loop payment services that enables businesses to make secure payments with controls and limits across all fleet-related expenses like fuel, accommodation, meal, medical, maintenance, repair, tolls and parking, and telematics managements related services.
BayaFleet Mobile App	A mobile app provided by BayaPay for the use by Card-User for BayaFleet services.
BayaPay Group Companies	Collection of parent, subsidiary, sister and affiliate companies that function as a single economic entity through a common source of control, BayaPay related companies, whether such Group Companies are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia, including its officers, directors, agents, subsidiaries, joint ventures, and employees.
BayaFleet Prepaid MasterCard card ("Card")	BayaFleet prepaid MasterCard card, is a reloadable mandatory PIN based prepaid card issued by Instapay Technology Sdn. Bhd. [Company No.: 201701019495 (1233660-A)] as a licensed e-money issuer ("Instapay") upon request by BayaPay Sdn. Bhd.
BayaPay	BayaPay Sdn. Bhd. [Company No.: 202101021154 (1421454-H)] whose office is located at D-07-01, Sky Park @ One City Jalan USJ 25/1, 47650 Subang Jaya, Selangor which is the Card program owner and manager.
Business Day	A day (other than Saturday, Sunday and a gazetted Public Holiday) that BayaPay Sdn. Bhd. is open for business.
Card Limit	Configured limits imposed on Card i.e. frequencies and limits, etc. Card Limits can be adjusted with the authority of the Account Authorised Person.
Card-User	A person who is authorised by the Corporate to use the Card.
Charge	Any amount imposed by BayaPay for any transaction or service rendered.
Corporate	A legal entity signed up to the Account for use of BayaFleet services.
Customer Due Diligence (CDD)	The requirement to screen and verify the authenticity of the Corporate businesses, by verifying information about the customer.
Daily Limit	Configured daily limits imposed on Card i.e. frequencies and limits, etc. Daily limit can be adjusted with the authority of the Authorised Person.
Fleet Manager	A person who oversees all commercial vehicles, drivers, and related assets, including the operations, conditions, external and internal policy compliance, and overall performance. Fleet Manager ensures that vehicles and drivers are being utilized to their fullest potential in a safe and cost-effective manner.
Know-Your-Customer (KYC)	The process to verify the customer identity, suitability, and risks involved during initiation and maintaining a business relationship.
Merchant	A merchant is defined as any entity that accepts payment Cards bearing the logo of MasterCard as payment for goods and/or services.
Monthly Limit	Configured monthly limits imposed on Card i.e. frequencies and limits, etc. Monthly limit can be adjusted with the authority of the Account Authorised Person.
Official Channel	Authorised communication channels between BayaPay and the Corporate, consisting any of the followings: email, telephone call, BayaPay business WhatsApp communication, SMS or other channels as determined by BayaPay.

PIN	The Personal Identification Number created by the Card-User for the use of the Card. PIN is a numeric passcode used in the process of authenticating the Card-User using BayaFleet Card to make permitted payment transaction. It should be a secret number to the Card-User.
PIN Based	Means payment transactions made by the Card with PIN mandatorily required.
Statement Reporting	Statement of Account generated according to cycle date.
Transaction Limit	The Transaction Limit in Ringgit Malaysia assigned to the Corporate, limit set must not exceed RM2,999.00.
Vehicle	Onboarded vehicle under BayaFleet. Card is tagged to a Vehicle.
Virtual Account	A unique bank account number assigned by BayaPay to the Corporate for the Corporate to make deposit/ top-up to the account (prepaid Account).
Weekly Limit	Configured weekly limits imposed on Card i.e. frequencies and limits, etc. Weekly limit can be adjusted with the authority of the Account Authorised Person.

3.0 BayaFleet prepaid MasterCard card.

- 3.1 The Card is accepted wherever MasterCard card is accepted, subject to the terms and conditions of this Agreement and permitted payment transactions by the respective Corporate.
- 3.2 The Card is issued to Vehicle requested by the Corporate in the Application Form and/or upon request received by BayaPay via Official Channels. The Corporate shall be fully responsible and liable for all acts, omissions or default of the Card-User.
- 3.3 The Card is issued to the Corporate and Corporate assigns the Card to the Vehicle as per the Application Form and/or upon request received by BayaPay via Official Channel.
- 3.4 All Card issued by BayaPay are not transferable and shall only be used by the Card-User, and for BayaFleet services.
- 3.5 The Card is the property of BayaPay and Corporate must return the Card unconditionally and without reservation upon request of BayaPay.
- 3.6 Card features.
 - 3.6.1 The Card is EMV chip/contactless Card and PIN Based enabled (except for parking and toll payment transaction when it is implemented), and based on permitted payment transactions by specific Merchant Category Code (hereinafter referred to as "MCC") merchants.
 - 3.6.2 POS: The Card is accepted by any MasterCard Point-of-Sales merchants as payment transaction type configured and permitted by the Corporate.

4.0 Card application.

- 4.1 Card application process:
 - 4.1.1 Corporate to submit Application Form and Application Document.
 - 4.1.2 Director(s) and/or shareholder(s) with minimum 20% ownership and applicable Card-User to undergo the Know-Your-Customer (hereinafter referred to as "KYC") process to validate their identity through the necessary required screenings, including electronic know-your-customer (e-KYC) processes.
- 4.2 BayaPay shall not accept a Post Box ("P.O. Box") number as an address whether as business, residential or mailing address.
- 4.3 The information provided by the Corporate must be correct and complete, and BayaPay shall not be held liable nor responsible for any error or omission made by the Corporate.
- 4.4 BayaPay reserves the absolute rights, at its sole discretion, to reject/ decline any application for the use of BayaFleet and/or the Card(s) at BayaPay's sole discretion and without giving any reasons. BayaPay's decision shall be final.

5.0 Delivery and acceptance of the Card.

- 5.1 Upon Card approval, BayaPay shall schedule with the Corporate for Card delivery, activations and trainings.
- 5.2 All deliveries shall follow the updated mailing address by the Corporate, where Corporate is responsible to ensure that the mailing address is correct, valid and current.
- 5.3 BayaPay shall not be responsible if the Corporate does not receive the Card or if the Card is not delivered for any reason.

6.0 Use of the Card.

- 6.1 The Card can only be utilized upon activation, with PIN set/ reset being mandatory where such PIN would not be disclosed.
- 6.2 All payment transactions made by the Card whether on contact or contactless shall mandatorily requires PIN.
- 6.3 Despite any provisions outlined herein, BayaPay bears no responsibility for any refusal by merchants, MasterCard member institutions, or third parties to accept or honour the Card.
- 6.4 Corporates assume full liability for all transactions made with the Card, and Corporate must settle all charges as appeared in the Statement Reporting.
- 6.5 The Card cannot be utilized as collateral or in any other capacity as a security instrument by the Corporate for any purpose whatsoever.
- 6.6 BayaPay reserves the absolute rights at its sole discretion to cancel or decline request to reissue, renew and/or replace the Card.

7.0 Card payment limits and configurations (Card Limit).

- 7.1 It is required that the Corporate provides details on card payment limits and configurations in the Application Form and/or configures card payment limits and configurations before and during the Card use.
- 7.2 Payment transactions are approved or declined based on card payment limits and configurations set by the Corporate.
- 7.3 Corporate will be fully responsible for card payment limits and configurations values and information. BayaPay shall not be held responsible for any liabilities, errors or losses incurred or suffered by the Corporate as a result of such limits and configurations set.
- 7.4 In the event where payment transactions approved are greater than the configured Card Limit, the Corporate is still liable in such event.
- 7.5 The Corporate agrees that it shall be liable in full to all the payment transactions performed by Card-User notwithstanding that any payment transactions approved are above the set limits and configurations as determined by the Authorised Person.

8.0 BayaFleet Mobile App.

- 8.1 Card-User to download the BayaFleet Mobile App from the Google Play Store (for Android) or Apple AppStore (for iOS) to support and process the Card use.
- 8.2 Card-User is scheduled to a specific Vehicle (i.e. the respective scheduled vehicle driver) and its payment transaction spending is subject to Card Limit configurations set by the Corporate.

9.0 Reload/ Top-up into Virtual Account Funding the Card.

- 9.1 Corporate to reload/top-up via the Virtual Account to fund the Card payment transactions.
- 9.2 Corporate to reload/top-up the Virtual Account using Corporates' online banking account disclosed in the Application Form.
- 9.3 BayaPay shall not be held responsible for any delays in updating successful reload/top-up from the Virtual Account to the Account.
- 9.4 The Corporate is required to ensure sufficient funds in the Account to support payment transactions, fees and/or service charges of the Corporate.
- 9.5 BayaPay may, from time to time, reserve the absolute rights, at its sole discretion or as deemed necessary, impose limits on the amount that can be reloaded/ topped-up into the Account.

10.0 Personal Identification Number (PIN).

- 10.1 The Card requires Card-User to set a personalised 6-digit PIN at the start of the Card use. Card-User to set/reset the PIN via BayaFleet Mobile App each time the Card-User begins new schedule with a Vehicle or performs a PIN change.
- 10.2 The Corporate is fully responsible to ensure the Card-User keep safe the PIN and **DO NOT** share and/or disclose the PIN in any form at all times.
- 10.3 Corporate is fully responsible and liable for all payment transactions made with PIN compromised Card.

11.0 Intellectual Property.

- 11.1 BayaPay is the owner of BayaFleet, the Card and BayaFleet Mobile App as well as any intellectual property rights related to them. All rights are explicitly retained.
- 11.2 Regardless of any provisions therein, usage of the Card and BayaFleet Mobile App does not grant the Corporate license or rights to any of BayaPay's intellectual property or other proprietary rights, other than the limited right to use the Card and BayaFleet Mobile App in accordance with this Agreement.

12.0 Privacy Policy.

Full disclosure is available at <https://www.bayapay.com/privacypolicy>.

13.0 Fees and service charges.

- 13.1 Fees and service charges, including payment transactions will be provided in the Statement Reporting, which will be sent to the Corporate at every Statement Reporting cycle.
- 13.2 Corporate is fully responsible and liable to pay and settle for all fees and service charges for using the Card. The fees and service charges are calculated and charged based on the use of Card, i.e. on fixed and/or use basis.
- 13.3 BayaPay reserves the absolute rights, at its sole discretion, to impose any fees and service charges and/or taxes from time to time, in particular to comply with relevant bodies and/or authorities.
- 13.4 BayaPay's fees and service charges are as follows:

Type of Fees	Amount charged (RM)
New Card issuing fee	RM 18.00 per card
Annual maintenance fee	RM 9.00 per annum per card
Card replacement fee	RM 20.00 per card
Card renewal fee	RM 18.00 per card
Sales draft retrieval request fee	RM 15.00 per sales draft

14.0 Disputed transactions.

- 14.1 BayaPay shall not be held responsible for settling any disputes the Corporate may have with any merchant(s) for payment transaction made using the Card.
- 14.2 Corporate is responsible and liable to all disputed transactions pending conclusion of investigation.
- 14.3 In the event Corporate discovers any discrepancies in the Statement Reporting, Corporate must contact BayaPay Customer Service within thirty (30) days of the disputed transactions, failing which it is deemed that the Corporate accepts the payment transactions as accurate.

15.0 Suspicious payment transactions.

- 15.1 BayaPay may at its discretion suspend any Card with suspicious payment transactions without incurring liability on the suspicious payment transactions.
- 15.2 Corporate is responsible and liable to settle all payment transactions as per clause 13.4: BayaPay's fees and service charges, pending conclusion of the investigation.
- 15.3 BayaPay reserves the absolute rights, at its sole discretion to perform investigation on any suspicious payment transaction made by the Cards at any time. Corporate agrees to disclose required information and fully cooperate with BayaPay and/or any other parties on the investigation. Corporate shall be fully responsible and bear all costs for BayaPay to conduct the investigation.
- 15.4 In the event the investigation reveals that the suspicious payment transaction(s) is a fraudulent, illegal and/or unlawful payment transaction, the Corporate shall not be entitled to any refund of balance under the Account, and it shall be lawful for BayaPay to retain such funds for any indefinite period or release such funds to the authority according to applicable law. The Corporate shall not be entitled to claim any form of compensation for any losses incurred. The Account shall be then immediately terminated as per clause 17.0: Suspension and Termination.

16.0 Lost/Stolen Card.

- 16.1 The Corporate shall immediately report the incident to BayaPay at BayaPay's Official Channel for lost and/or stolen Card. Upon receipt of such report, BayaPay shall at practically and at reasonable time suspend and terminate the use of the said Card.
- 16.2 The Corporate shall be liable for all payment transactions and service charges made by the lost and/or stolen Card.
- 16.3 The Corporate may request for replacement of the lost/stolen Card at fee prescribed as per clause 13.4: BayaPay's fees and service charges, subject to BayaPay absolute sole discretion.

17.0 Suspension and Termination.

- 17.1 BayaPay reserves the absolute rights, and at its sole discretion, to suspend or terminate the Card and/or Account, or limit the use of the Card at any time without prior notice and without compensation to the Corporate and/or Card-User.
- 17.2 If a Corporate fails to log any activity in the Account for a period exceeding twelve (12) consecutive calendar months from the last payment transaction made, BayaPay reserves the rights, at its sole discretion, to classify the Account as inactive and may suspend it accordingly. Any account suspended for any reason will render all Card(s) under the Account unusable.
- 17.3 The Corporate may request to terminate the Account by giving BayaPay fourteen (14) Business Days' notice in writing.
- 17.4 The Corporate is responsible to return terminated Card to BayaPay upon Account termination.
- 17.5 Upon receipt of the termination notice by the Corporate, the Account shall be suspended immediately. The Corporate shall settle all outstanding amounts in the Account, where such outstanding amounts shall be due to BayaPay immediately.
- 17.6 In the event BayaPay finds that the Corporate has used forged data or documents when applying for the Card, and/or BayaPay suspects that the conduct of the Corporate is dishonest, fraudulent, illegal, criminal, misrepresented, and/or Corporate breaches the Agreement, and/or any other terms governing the use of BayaFleet and/or the Card(s), etc., and/or Corporate and/or Authorised Person breaches any applicable laws, and/or any of the Authorised Person listed under regulatory watch list, and/or Corporate and/or Authorised Person fails to provide information BayaPay may request, BayaPay has the right to suspend and/or terminate the Account and/or the Card at any time without notice. BayaPay shall be entitled to retain

any balances of funds in the Account and recover any arrears in the Account, and BayaPay shall further be entitled to take any actions deemed necessary under governing laws or by the relevant governing authorities. BayaPay shall not be held liable for any losses or damages suffered by the Corporate for the same.

- 17.7 BayaPay shall provide refund of any balance of funds to the Corporate's bank account within fourteen (14) Business Days after the Account is terminated, provided that all payment transactions, fees and service charges have been first settled. For complex refund cases that cannot be completed within fourteen (14) Business Days after the Account is terminated, BayaPay shall communicate and notify the Corporate for such delays.
- 17.8 If the Account is suspended, all payment transactions by the Card under the Account will be declined, but the fees and service charges will continue being charged to the Account where applicable.
- 17.9 Suspension and termination of Card will not however result in the suspension or termination of the Account.

18.0 Reactivation

Reactivation of the Account requires the Corporate to contact Customer Service via Official Channel. BayaPay may reactivate the Account at its sole discretion, and subject to its prevailing policies and procedures.

19.0 Chargeback

- 19.1 In the event of chargeback, Corporate must contact BayaPay Customer Service for any chargeback claim.
- 19.2 Corporate is responsible and liable to all chargeback transactions pending conclusion of investigation.
- 19.3 Corporate shall be fully responsible and bear all costs for BayaPay to conduct the chargeback process.
- 19.4 BayaPay may at its absolute rights and sole discretion decide to process the chargeback, however BayaPay shall not be held responsible for the outcome of the chargeback process.
- 19.5 BayaPay's decision is final and conclusive.

20.0 Disclaimers

- 20.1 BAYAPAY PROVIDES BAYAFLEET ON AN "AS IS" AND "AS AVAILABLE" BASIS. CORPORATE AND CARD-USER ACKNOWLEDGE THAT THE USE OF BAYAFLEET IS AT CORPORATE AND CARD-USER'S SOLE RISK. EXCEPT FOR WARRANTIES EXPLICITLY PROVIDED UNDER THIS AGREEMENT, BAYAPAY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, (I) IMPLIED WARRANTIES OF MERCHANTABILITY, (II) FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (III) SECURITY, RELIABILITY, PERFORMANCE, AND ACCURACY OF THE SERVICES, AND (IV) THE CONTINUOUS, UNINTERRUPTED, AND ERROR-FREE OPERATION OF BAYAFLEET MOBILE APP, AND THE CARD.
- 20.2 The Corporate acknowledges that BayaPay may utilize third-party suppliers to provide hardware, software, networking, connectivity, storage, payment gateway, or processing, and other technology to offer the BayaFleet services and the Card program. The acts and omissions of these third-party suppliers may be beyond BayaPay's control, and BayaPay does not assume liability for any loss or damage suffered as a result of any act or omission of any third-party supplier.
- 20.3 BayaPay bears no responsibility for any arrangements made by Corporate and/or Card-User with any third party (including merchants, third parties, or other Card-User) resulting from the use of the Card and/or Accounts. Corporate should conduct any necessary investigations before proceeding with transactions involving these third parties. In the event of a dispute with one or more third parties, Corporate and Card-User shall release BayaPay Group Companies from all claims, demands, and damages of every kind arising out of or related to such disputes.
- 20.4 BayaPay shall not be liable to Corporate and/or any other third parties for any costs, loss, or damages (whether direct or indirect), or for loss of revenue, profits, or any consequential loss resulting from the usage of the Card and/or Account, including but not limited to:
 - a. Account hacking and/or theft of Corporate login credentials and/or security credentials; and
 - b. any resulting disputes between Corporate and third parties over any issue, including but not limited to quality, merchantability, fitness for use, quantity, or delivery.
- 20.5 If Corporate is dissatisfied with the Card service or disagrees with any part of this Agreement, their sole recourse is to discontinue the use of the Card.

21.0 Disclosure.

- 21.1 The Corporate and/or Card-User authorises BayaPay to disclose any information relating to the Corporate, Authorised Person and/or Card-User, the Corporate, Authorised Person and/or Card-User affairs and/or any accounts maintained by the Corporate, Authorised Person and/or Card-User with BayaPay at any time and without liability, any information and particulars (financial or otherwise) relating to the Corporate and/or Card-User affairs and accounts and conduct thereof for such purposes as BayaPay deem fit or appropriate, to:
 - a. its agents, service providers, auditors, legal counsel, professional advisors in or outside Malaysia;
 - b. entities within BayaPay Group Companies,
 - c. any person who has guaranteed or may guarantee or otherwise has provided security or may provide security for the use of the Card;
 - d. any organisation, institution, association, credit bureau, credit agencies, financial institution or other entity which may be conducting a credit check on the Corporate, Authorised Person, Card-User, any other regulatory body or authority to whom BayaPay is required to make disclosures or have jurisdiction over BayaFleet;
 - e. any credit reporting agencies registered under the applicable law; and for any of these credit reporting agencies to disclose credit information to its subscribers for purposes of fraud detection and fraud prevention;
 - f. any person who is assisting BayaPay in recovering any monies due from the Card-User and the Corporate (including but not limited to debt collection agencies, its employees and agents);
 - g. any other person or entity having a legitimate interest in the Card-User and the Corporate; for facilitating business, operations, facilities and services of or granted or provided by BayaPay and/or the Group Companies to the Card-User and the Corporate;
 - h. any third parties making enquiries with a view to entering into prospective transactions with BayaPay;
 - i. any potential transferee or assignee with whom BayaPay is negotiating the transfer, assignment and novation of the rights or obligations under these terms and conditions of this Agreement.

22.0 Time.

Time wherever mentioned shall be of the essence of this Agreement.

23.0 Provision of Further Documents.

The Corporate is required to provide or execute any documents as may be requested by BayaPay from time to time (when applicable).

24.0 Notification of Change in Corporate Details.

The Corporate should always ensure and keep BayaPay updated that at any moment of time, the Corporate details including Authorised Person, Card-User and Vehicles are current, complete and accurate, communicated via Official Channel.

25.0 Anti-Money Laundering/ Countering Financing of Terrorism (AML/CTF).

- 25.1 The Corporate without limiting the generality of the foregoing, to the extent required by The Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (AMLA), the primary

piece of AML/CFT legislation in Malaysia, shall maintain an anti-money laundering and anti-terrorism financing compliance program that is in compliance, in all material respects, with the AML/CFT Legislation.

- 25.2 The Corporate is under an obligation to provide BayaPay prior to opening of Account and from time to time with information and documents which are required or reasonably deemed necessary by BayaPay for purposes of verifying the legal existence of the Corporate including evidence of identity of the Corporate and that of ultimate beneficial owners, directors, partners and trustees of the Corporate or firm and all of connected shareholders and parties and for BayaPay to comply with the AML/CFT legislation.
- 25.3 BayaPay is not obliged to and will not proceed with any transaction upon our receipt of the Corporate's application until the above said information has been obtained from the Corporate and the accuracy of such information has been verified to the satisfaction of BayaPay.
- 25.4 BayaPay shall not be held liable for any loss suffered by the Corporate by reason of BayaPay's exercise of its duties under the laws for the time being in force, in particular but not limited to its statutory duties under the AML/CFT legislation.

26.0 Anti-Bribery and Anti-Corruption Policy.

The Corporate shall comply, and/ or shall procure that Card-User and Authorised Person comply, with all applicable anti-money laundering and anti-corruption laws, including but not limited to Malaysian Anti-Corruption Commission Act 2009 and regulations and any relevant Anti-Bribery and Anti-Corruption compliance documents provided by BayaPay and have in place adequate controls and procedures to prevent corruption. The latest version of BayaPay's Anti-Bribery and Anti-Corruption Manual is accessible at <https://www.bayapay.com/abacpolicy>. The Corporate undertakes to BayaPay that they have conducted and will continue to conduct their businesses in compliance with all applicable Anti-Bribery and Anti-Corruption laws and have instituted and maintained and will continue to maintain all necessary measures, policies and procedures designed to promote and achieve compliance with all Anti-Bribery and Anti-Corruption law.

27.0 Whistleblowing Policy.

BayaPay conducts its business based on the principles of fairness, honesty, openness, decency, integrity, and respect and aim to create and sustain an environment where whistle-blowers, whether employees of BayaPay or members of the public, can act appropriately without fear of reprisal or retaliation. The latest versions of BayaPay's Whistleblowing Policy is accessible at <https://www.bayapay.com/whistleblowingpolicy>.

28.0 Limitation of Liability

- 28.1 To the maximum extent permitted by law, BayaPay shall not be held liable for any direct, indirect, incidental, special, punitive, exemplary, or consequential damages, or any damages or losses of any kind whatsoever arising from or related to this Agreement or the use of the BayaFleet Mobile App, and/or BayaFleet service platform and/or the Card, regardless of the form of action or the basis of the claim, and whether or not BayaPay has been advised of the possibility of such damages. Such damages include, but are not limited to, loss of profits or opportunity, business interruption, or any other commercial damages or losses. If applicable law does not permit the exclusion of warranties or the limitation of liability as stated herein, the Corporate agrees that BayaPay's liability for any claim and/or damages shall not exceed the aggregate amount of Ringgit Malaysia three thousand (RM3,000) or an amount equivalent to the Account limit, whichever is lesser.
- 28.2 Nothing in this Agreement excludes, restricts or modifies any statutory rights that the Corporate may have under applicable laws that cannot be excluded, restricted or modified.

29.0 Indemnity.

- 29.1 BayaPay and BayaPay's shareholders, directors, affiliates, related companies, officers, employees, agents, contractors, representatives, suppliers, vendors, service providers, partner networks and other related parties involved in the provision, processing and/ or execution of services, benefits, offers and privileges related to BayaFleet shall be indemnified by the Corporate in full from all claims, losses, damages, judgments, awards, costs, liabilities, expenses or fees (including without limitation all legal fees incurred in enforcing any judgment) arising from theft, loss, acting on the Corporate and/or on behalf of Authorised Person's instruction, unauthorised use or misuse of BayaFleet, violation of any rights of a third party including Corporate's use of any information or content obtained from or through Corporate's use of the BayaFleet services and the Card program, other than expressly permitted by this Agreement or of negligence, fraud or wilful misconduct, or as a result of any breach by the Corporate of these terms and conditions of this Agreement, or in the enforcement of BayaPay's rights.
- 29.2 BayaPay reserves the absolute rights, at its sole discretion, to assume control of any defence or any other matter otherwise subject to indemnification by the Corporate, in which event the Corporate shall cooperate fully with BayaPay in asserting such available defences as elected by BayaPay in its reasonable discretion.
- 29.3 BayaPay is not liable to the Corporate and/or the Card-User for damages, losses or costs and expenses suffered by the Corporate and/or Card-User arising, directly and/or indirectly, from the non-availability of BayaFleet services or the failure by BayaPay to fulfil the required services or correct amount of the services. BayaPay is not bound to ensure the acceptance of the Card for payment transaction.

I/We hereby consent to agree that I/we have read and agree to be bound by the BayaFleet Card Agreement provided by BayaPay herein.

30.0 Force Majeure.

BayaPay shall be under no liability to the Corporate for failure to perform its obligations under this Agreement if such inability is caused by the direction of relevant regulatory bodies, or any written law or regulation made thereunder, the failure of any machine, data processing system or transmission link or any industrial dispute or any reason beyond the reasonable control of BayaPay, its employees, servants, agents or assignees.

31.0 Other provisions.

- 31.1 This Agreement and all documents referred to in this Agreement constitute the entire agreement between the parties involved regarding the subject matter described herein and overrides any prior terms, conditions, understandings, representations, or warranties pertaining to that subject matter.
- 31.2 Any delay, neglect, or forbearance by BayaPay in enforcing any provision of this Agreement against the Corporate shall not be considered a waiver or prejudice of any rights of BayaPay under this Agreement.
- 31.3 This Agreement, along with all its rights and obligations, cannot be assigned, transferred, or sublicensed by the Corporate without prior written consent from BayaPay. BayaPay reserves the right to transfer, assign, or delegate this Agreement and its associated rights and obligations without prior notice or consent from the Corporate.
- 31.4 All rights and obligations under this Agreement are personal to the Corporate. Any third party who is not a party to this Agreement shall not have the right to enforce any provision herein.

32.0 Applicable Law.

This Agreement shall be governed and construed in accordance with the laws of Malaysia. The Corporate is deemed to have given consent and agree to submit to the exclusive jurisdiction of the Courts of Malaysia concerning all matters arising out of or in connection with the use of BayaFleet Mobile App and the Card under this Agreement.

33.0 Notices.

- 33.1 Before accepting instructions from the Corporate and/or Card-User over the Official Channel, BayaPay will verify the identity of the Card-User and may require the Card-User to provide personal details.
- 33.2 All conversations between the Card-User and BayaPay's representative may be recorded.
- 33.3 BayaPay may send notifications to Corporate using any or combination of the following method:
 - a. ordinary mail to Corporate's last known address in BayaPay's records;
 - b. short message service (SMS), or WhatsApp to Fleet Manager's telephone number registered with BayaPay;
 - c. email to Fleet Manager's email address registered with BayaPay; and/or
 - d. published on BayaFleet Mobile App.
- 33.4 Any communications from the Corporate to BayaPay under this Agreement must be communicated to the following channel, and/or other channel as advised by BayaPay from time to time.
BayaPay Sdn. Bhd.
Address: D-07-01 Sky Park @ One City Jalan USJ 25/1, 47650 Subang Jaya, Selangor, Malaysia
Attn: Customer Service Department
Phone number: +603-86057955
Email: csinfo@bayapay.com
- 33.5 If there are any complaints or inquiries and there is no feedback given by Bayapay, you may contact the Card Issuer as follows:
Instapay Technologies Sdn. Bhd.
Address: 23A-16, Q Sentral, Jalan Stesen 2, KL Sentral, 50470 Kuala Lumpur, Malaysia
E-mail: connect@instapay.my
- 33.6 If there are any complaints or inquiries and there is no feedback given by Bayapay or the Card Issuer, you may contact the following bodies:
 - a. Bank Negara Malaysia
Laman Informasi Nasihat dan Khidmat (LINK)
Address: Ground Floor, D Block, Jalan Dato' Onn, 50480 Kuala Lumpur, Malaysia
Contact Centre (BNMTELELINK)
Tel: 1-300-88-5465
(Foreign: +603-2174-1717)
Fax: +603-2174-1515
E-mail: bnmtelelink@bnm.gov.my
 - b. Financial Markets Ombudsman Service (formerly known as Ombudsman for Financial Services)
Company No: 200401025885
Address: Level 14, Main Block, Menara Takaful Malaysia, No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur
General Line: +603 2272 2811
Website: www.fmos.org.my

Authorized Signatory

Name:	Designation:	Date:	Company's Stamp
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Addendum to BayaFleet Card Agreement

This Addendum is incorporated into and forms part of the terms and conditions of the BayaFleet Card Agreement between the Corporate and BayaPay Sdn. Bhd.

1.0 Other Fees and Service Charges

1.1 BayaPay shall be entitled to charge as other fees and service charges as follows:

Corporate Related Fees and Service Charges	Type of Fees	Amount charged (RM)
	Application Processing Fee	RM 50.00 per Corporate
	Membership/Subscription Fee	RM 50.00 per annum per Corporate
	TnEMaaS (Telematics and Expense Management as a Service) VAS	Up to 1% on expense or RM 5.00 per Card per week, whichever is higher
	Prepaid top-up to Virtual Account Fee	RM 0.50 per top-up

2.0 Others

2.1 All terms defined in the BayaFleet Card Agreement shall have the same meaning when used in this Addendum, unless otherwise defined herein.

2.2 This Addendum is intended to supplement and form an integral part of the BayaFleet Card Agreement. Except as expressly modified or supplemented by this Addendum, all terms and conditions of the BayaFleet Card Agreement shall remain in full force and effect.

By signing below, the Corporate hereby acknowledges and agrees to the terms and conditions set forth in this Addendum.

Authorized Signatory		
Name:	Designation:	
Date:		Company's Stamp



DRIVER DETAILS & SCHEDULING

No	Driver's Details	Scheduling (Optional)		
		Vehicle number	Start date & time	End date & time
	Full Name:			
	<i>First name</i> <i>Middle name</i> <i>Last name</i>			
	NRID: Date of Birth: Gender: Male/ Female			
	Mobile no: GDL/PSV expiry: Nationality:			
	Full Name:			
	<i>First name</i> <i>Middle name</i> <i>Last name</i>			
	NRID: Date of Birth: Gender: Male/ Female			
	Mobile no: GDL/PSV expiry: Nationality:			
	Full Name:			
	<i>First name</i> <i>Middle name</i> <i>Last name</i>			
	NRID: Date of Birth: Gender: Male/ Female			
	Mobile no: GDL/PSV expiry: Nationality:			
	Full Name:			
	<i>First name</i> <i>Middle name</i> <i>Last name</i>			
	NRID: Date of Birth: Gender: Male/ Female			
	Mobile no: GDL/PSV expiry: Nationality:			
	Full Name:			
	<i>First name</i> <i>Middle name</i> <i>Last name</i>			
	NRID: Date of Birth: Gender: Male/ Female			
	Mobile no: GDL/PSV expiry: Nationality:			

I/ We hereby confirm the information above is correct for BayaPay card application.			Company Stamp
Name:	Designation:	Date:	
<div style="text-align: right;">V6.9</div>			



VEHICLE DETAILS

No	Vehicle statistics		Type of transaction	Frequency	Consumption limit (RM)			Type of transaction	Consumption limit (RM)			
					Daily	Weekly	Monthly		Daily	Weekly	Monthly	
	Vehicle number:	Engine CC:	Petrol / Diesel					Accommodation				
	Make & Model:	Make year:	Parking					Meal				
	Road tax expiry date:	Odometer	km					Repair & Maint				Transportation
	Insurer name & expiry date:							Medical				
	Vehicle number:	Engine CC:	Petrol / Diesel					Accommodation				
	Make & Model:	Make year:	Parking					Meal				
	Road tax expiry date:	Odometer	km					Repair & Maint				Transportation
	Insurer name & expiry date:							Medical				
	Vehicle number:	Engine CC:	Petrol / Diesel					Accommodation				
	Make & Model:	Make year:	Parking					Meal				
	Road tax expiry date:	Odometer	km					Repair & Maint				Transportation
	Insurer name & expiry date:							Medical				
	Vehicle number:	Engine CC:	Petrol / Diesel					Accommodation				
	Make & Model:	Make year:	Parking					Meal				
	Road tax expiry date:	Odometer	km					Repair & Maint				Transportation
	Insurer name & expiry date:							Medical				
	Vehicle number:	Engine CC:	Petrol / Diesel					Accommodation				
	Make & Model:	Make year:	Parking					Meal				
	Road tax expiry date:	Odometer	km					Repair & Maint				Transportation
	Insurer name & expiry date:							Medical				

I/ We hereby confirm the information above is correct for BayaPay card application.

Name: _____ Designation: _____ Date: _____ Company Stamp _____

Date:

To:

CTOS Data Systems Sdn Bhd (247651H)
Unit 1-12, Level 9, Tower A
Vertical Business Suite, Avenue 3
Bangsar South, No 8, Jalan Kerinchi
59200 Kuala Lumpur

Dear Sir,

RE: Consent Authorisation

Pursuant to the Credit Reporting Agencies (CRA) Act 2010 and Central Bank of Malaysia Act 2009, I/we the undersigned do hereby give my/our consent to you and CTOS Data Systems Sdn Bhd (“CTOS”), a registered credit reporting agency under the CRA Act to process my/our company personal data.

By this consent, I/we understand and agree that:

- i) You may conduct credit/trade check, CCRIS and DCHEQS checks on me/us and where applicable on our directors, shareholders, guarantors, etc. with CTOS at any time for as long as I/we have a trade relationship with you or where any dues remain unpaid and outstanding with you, for any one or more of the following purposes:
 - √ Opening of account
 - √ Debt recovery
 - √ Credit/Account review
 - √ Legal documentation consequent to a contract or facility granted by you.
 - √ Credit/Account monitoring
 - √ Credit/Account evaluation
- ii) You may disclose any information on my/our conduct of my/our account(s) with you, to any business entity/ies for bona fide trade checking at any time. I/We am/are also aware and understand that such information will be provided to CTOS, who may in turn share such information to subscribers of their service.
- iii) Where you require any processing of my/our application to be processed by any processing centre located outside Malaysia (including your Head Office), I/we hereby give consent to CTOS to disclose my/our credit, CCRIS & DCHEQS reports to such locations outside Malaysia.
- iv) Apart from the above, I/we the undersigned do give my/our consent to you and the CTOS, to process my/our personal data as per the PDPA Act.

Signed By

Name:

IC Number:

Designation:

Mobile number:

Email:

Company Stamp:
(if any)

Signed By

Name:

IC Number:

Designation:

Mobile number:

Email:

Company Stamp:
(if any)



BayaPay TiKi Program 2025: Executive Summary

1. Overview

TiKi (Try it, Keep it) is a limited-time trial program by BayaPay, designed to help new corporates adopt BayaPay's prepaid business Mastercard card with zero upfront cost and reduced risk. It allows corporates to experience BayaPay's product and services - including card, controls, mobile app and expense dashboard - for 3 months before fully committing.

Our belief: Once you try BayaPay, you'll want to keep it.

2. Who Should Join

- New corporate users (first-time BayaPay corporate clients only).
- Ideal for SMBs, logistic companies, delivery firms and gig platforms.

3. Program Features

- No upfront cost: Fees initially waived, billed in month 4 only.
- Trial period: 3 months with minimum RM100 spent per card per month.
- Commission payout: One-time RM30 per card for qualifying corporates in month 4
- Cap: Up to 10 cards per corporate.
- Automatic transition: All accounts move to BayaPay's standard plan from month 4.

4. Eligibility for Commission

- Each card must spend RM100 per month for 3 consecutive months.
- Corporate accounts must remain active and free from inactivity, fraud or non compliance.
- Commission payout is credited in month 4 only if above criteria are met.

5. Channel Partner & Referrer Rewards

- No commission during TiKi trial period (month 1 - 3).
- Standard commission applies from month 4 onwards.

6. Terms and Conditions

- One-time offer for new corporates only.
- Cannot combine with other BayaPay promotions.
- Deferred fees apply if the corporate cancels before month 4.
- BayaPay reserves the right to audit and withhold commissions due to abuse, fraud or non-compliance.
- Terms and conditions are subject to change with prior notice given.

7. How to Apply

Submit a TiKi Application Form via bayapay.com.