



Internet/MO/TO Addendum to Merchant Card Services Terms and Conditions

THIS ADDENDUM (this “Addendum”) is entered into as of this _____ day of _____, 20____ by and between _____ (“Merchant”) and GHL ePayments Sdn Bhd. (“eGHL”), and supplements and amends that certain merchant card services agreement dated _____ (the “Agreement”) entered into by and between the Merchant and eGHL.

1. Unless otherwise specified in this Addendum, all capitalized terms used, but not defined, herein shall have the meanings given to such terms in the Agreement.
2. The Merchant is hereby authorized to accept telephone/mail order and/or Internet sales pursuant to the Agreement and this Addendum, provided that Merchant will not present any Card Transaction to eGHL Payments to process any credit card sale slips or sale records until the goods and/or services, as applicable, are actually shipped and/or performed, unless otherwise expressly permitted by the Card Associations. Merchant understands that all sales where the card is not physically present are subject to an increased risk of chargeback. Without limiting the generality of anything in the Agreement, Merchant hereby assumes responsibility and agrees to pay eGHL for all chargebacks relating to telephone order/mail order and/or Internet sales and hereby indemnifies eGHL for all costs, fees and expenses in connection therewith.
3. If Merchant conducts sales via the Internet, it must display the following on the website used for such sales: (i) Merchant’s consumer data privacy policy, (ii) Merchant’s security capabilities and policy for transmission of payment card details, and (iii) the address of Merchant’s “permanent establishment” (i.e., a fixed place of business through which it conducts its business, regardless of website or server locations).
4. Merchant will not, under any circumstances, process credit card sales for another merchant, person, or entity. Any person or entity that wants to accept credit card sales for payment must have its own account with eGHL. Processing drafts for another party is known as “factoring,” and it is against Card Associations regulations and a breach of the Agreement and the Addendum. If eGHL discovers the Merchant has been factoring drafts or account receivables, the Addendum and the Agreement should be terminated and the name of the Merchant will be placed on the terminated merchant file with the Card Associations, which could make it impossible for the Merchant to ever obtain another merchant account with any other processor.
5. Unless otherwise provided in this Addendum, the rights and obligations of the Merchant and eGHL should be dealt with in accordance with the Agreement. This Addendum constitutes a part of the Agreement. The terms and conditions of the Agreement, except as expressly addressed herein, shall remain unchanged and in full force and effect, provided that, in the event of any conflict between the Agreement and this Addendum in connection with the mail order/telephone order/Internet sales, this Addendum shall prevail.

Merchant: _____
 Signed & Stamped By: _____
 Name: _____
 Title: _____
 Date: _____

eGHL: GHL ePayment Sdn Bhd
 Signed & Stamped By: _____
 Name: _____
 Title: _____
 Date: _____