

DUITNOW QR SERVICE TERMS AND CONDITIONS [\(Versi BM\)](#)

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The following terms and conditions (“**DuitNow QR Service T&Cs**”) govern the Customer’s use of the DuitNow QR Service (defined herein) as provided by Hong Leong Bank Berhad (“**HLB**”) / Hong Leong Islamic Bank Berhad (“**HLISB**”) and shall be read in conjunction with the Terms and Conditions for the use of HLB Connect (“**Connect Terms and Conditions**”). Capitalised term used will have the same meaning as defined in the Connect Terms and Conditions unless stated otherwise. By agreeing, accessing or utilizing DuitNow QR Service, the Customer agrees to be bound by the DuitNow QR Service T&Cs.

DEFINITIONS

“Account”	means the banking account or credit card accounts (only applicable when QR debiting is enabled for credit card) which the Customer have or may have with HLB/HLISB that may be accessed through HLB Connect at any given time, except for the following types of banking accounts: (a) fixed deposit accounts; (b) foreign currency accounts; (c) Premium Savings Account; and (d) Mortgage Plus Current Account.
“Business Day”	means a day (other than a Saturday, Sunday and public holidays) on which the HLB/HLISB is open for normal banking business in Kuala Lumpur.
“Cross-Border QR”	means a service that facilitates point-of-sale payments to Foreign Merchants by scanning the QR Codes issued by the Participating Switches.
“Customer”	means a person who maintains an Account with HLB/HLISB and/or its authorized representative.
“DuitNow QR Service”	means a service that facilitates industry wide ubiquitous payments or credit card transfers by scanning the QR Code, which complies with DuitNow National QR standard.
“DuitNow QR Owner & Operator”	means Payments Networks Malaysia Sdn. Bhd. (Company No.: 200801035403 [836743-D]).
“Dynamic QR”	means a QR Code that is generated on-demand and usually has an expiry date. Dynamic QR generally requires the Merchant or Recipient to key-in the amount of the payment or credit transfer.
“Foreign Merchant”	means an individual who is residing outside Malaysia or a company, body corporate, business (including sole proprietor and partnership) incorporated outside Malaysia that accepts payments via Cross-Border QR service, for purchase of goods and/or services.
“Merchant”	means an individual, business, body corporate, business (including sole proprietorship and, partnership) incorporated in Malaysia, government agency, statutory boy society, and other similar legal entity that offers goods and services which maintains their accounts with the Participant to receive credit transfer from the Customer’s Account.

“Participant”	means a bank or non-bank that has been granted approval by DuitNow QR Owner & Operator to access the RPP (i.e. Real-time Retail Payments Platform) to enable clearing and/or settlement of Cross-Border QR transactions.
“Participating Switch”	means a foreign institution that collaborates with DuitNow QR Owner & Operator to provide the Cross-Border QR service in its respective country to its acquirer or issuer (as the case may be).
“Personal Data”	means any information in respect of commercial transactions that relates directly or indirectly to a Customer, who is identified or identifiable from that information which includes, but is not limited to, the Customer’s name, address, identification card number, passport number, banking information, email address and contact details.
“QR Code”	means a two-dimensional barcode that can be read using the camera of a smartphone or mobile device that is equipped with QR Reader.
“Recipient”	means an individual who receives funds via the DuitNow QR Service.
“Static QR”	means a QR Code that is pre-generated for display and usually has no expiry. Static QR generally requires the Customer to key-in the amount of the payment or credit transfer.

1. INTRODUCTION

- 1.1 The DuitNow QR Service allows the Customer to transfer an amount specified by the Customer from the Customer’s designated Account to a Merchant or Recipient’s account via the Merchant or Recipient’s QR Code.
- 1.2 The DuitNow QR Service provided by HLB/HLISB is part of HLB Connect, and accordingly these DuitNow QR Service T&Cs are in addition to and shall be read in conjunction with the Connect Terms and Conditions.
- 1.3 The Cross-Border QR is an extension of the DuitNow QR Service that allows the Customer to transfer an amount specified by the Customer from the Customer’s designated Account to a Foreign Merchant’s Account by scanning the QR Code issued by the Participating Switches. Reference to DuitNow QR Service unless inconsistent with the context in these DuitNow QR Service T&Cs shall also include the Cross-Border QR.

2. DUITNOW QR SERVICE

- 2.1 If the Customer wishes to send funds via DuitNow QR Service, the Customer must first download and install the Connect Mobile Banking Application (“**Connect App**”) on the Customer’s mobile device and select an Account to be used by HLB/HLISB for deduction of funds for payments made via DuitNow QR Service. Connect App enables the Customer to scan a Static QR code or a Dynamic QR code displayed by the Merchant or Foreign Merchant or Recipient.
- 2.2 The Customer is responsible for ensuring the transaction amount keyed-in or displayed on the Customer’s Connect App screen is correct prior to confirming the transaction. The transaction

amount keyed-in or displayed via the Merchant's or Foreign Merchant's or Recipient's QR Code shall be deemed to be correct upon the Customer's confirmation of the transaction. HLB/HLISB is under no obligation whatsoever to verify the amount paid by the Customer matches with the Merchant's or Foreign Merchant's or Recipient's amount.

- 2.3 HLB/HLISB will notify the Customer on the status of each successful, failed or rejected transaction via the HLB Connect App in-app push notification.
- 2.4 The Customer acknowledges and agrees that HLB/HLISB shall have no duty to and shall not be required to take any steps to verify or seek any other confirmation from any party as to whether such Merchant or Foreign Merchant or Recipient is the intended party to receive the funds, and HLB/HLISB shall not be liable for transferring the funds to such Merchant or Foreign Merchant or Recipient even if such Merchant or Foreign Merchant or Recipient is not the intended party.
- 2.5 Pursuant to Clause 2.4 above, the Customer agrees that once a transaction via DuitNow QR Service is confirmed, it will be deemed irrevocable and the Customer will not be able to cancel, stop or perform any changes to that transaction.

3. RECOVERY OF FUNDS

- 3.1 The Customer reserves all rights in relation to the investigation and recovery of erroneous payments, mistaken payments, and unauthorised or fraudulent transactions made from the Customer's Account via DuitNow QR Service.
- 3.2 All payment disputes shall be raised within 30 calendar days from the date of transaction for Cross-Border QR. HLB/HLISB and the DuitNow QR Owner & Operator reserve the right to reject any disputes that were raised by the Customer after the said duration. Upon the completion of the dispute handling in accordance with the requirements of the DuitNow QR Owner & Operator, any refund will be in Malaysian Ringgit and may be less than the original amount transacted based on the relevant prevailing foreign currency conversion exchange rate.

4. ERRONEOUS/MISTAKEN TRANSACTION VIA DUITNOW QR SERVICE

- 4.1 If the Customer has made an erroneous or mistaken transaction via DuitNow QR Service ("**Erroneous Transaction**"), the Customer may request via HLB/HLISB customer service touchpoints for recovery of the funds within ten (10) Business Days from the date the Erroneous Transaction was made and HLB/HLISB will work with the affected Participating Switch or Merchant's or Foreign Merchant's or Recipient's bank to return the said funds to the Customer within seven (7) Business Days provided the following conditions are met:
 - 4.1.1 It is determined by HLB/HLISB that the funds were wrongly credited into the affected Merchant's or Foreign Merchant's or Recipient's account; and
 - 4.1.2 If funds have been wrongly credited, whether the balance in the affected Merchant's or Foreign Merchant's or Recipient's account is sufficient to cover the recovery amount:
 - 4.1.2.1 If the balance is sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and

- 4.1.2.2 If the balance is not sufficient to cover the recovery amount, the erroneously credited funds may not be fully recoverable. The Merchant's or Foreign Merchant's or Recipient's bank may remit the funds that are available in the Merchant's or Foreign Merchant's or Recipient's bank back to the Customer. However, any shortfall due to insufficient funds available to be recovered from the Merchant's or Foreign Merchant's or Recipient's bank shall be deemed unrecoverable and HLB/HLISB shall not be responsible to recover/reimburse/refund such shortfall to the Customer arising from the Erroneous Transaction.
- 4.2 If the Customer has made an Erroneous Transaction and the request for recovery of funds is received by HLB/HLISB between eleven (11) Business Days and seven (7) months from the date the Erroneous Transaction was made, HLB/HLISB will work with the affected Participating Switch or Merchant's or Foreign Merchant's or Recipient's bank to return the said funds to the Customer provided the following conditions are met:
- 4.2.1 The affected Merchant's or Foreign Merchant's or Recipient's bank is fully satisfied that funds were erroneously credited to the affected Merchant or Foreign Merchant or Recipient;
- 4.2.2 The affected Merchant's or Foreign Merchant's or Recipient's bank shall deliver notifications to the affected Merchant or Foreign Merchant or Recipient in writing regarding the funds recovery request whereby the erroneously credited funds would be recovered through debiting the affected Merchant's or Foreign Merchant's or Recipient's account unless the affected Merchant or Foreign Merchant or Recipient provides reasonable evidence that the affected Merchant or Foreign Merchant or Recipient is entitled to the funds in question within ten (10) Business Days of such notification. After fifteen (15) Business Days from the date the affected Merchant's or Foreign Merchant's or Recipient's bank delivers the notification to the affected Merchant or Foreign Merchant or Recipient, if the affected Merchant or Foreign Merchant or Recipient fails to establish their entitlement to the funds, the affected Merchant's or Foreign Merchant's or Recipient's bank shall debit the affected Merchant's or Foreign Merchant's or Recipient's account and remit the funds back to the Customer.
- 4.3 If the Customer has made an Erroneous Transaction and the request for recovery of funds is received by HLB/HLISB after seven (7) months from the date the Erroneous Transaction was made, HLB/HLISB will work with the affected Participating Switch or Merchant's or Foreign Merchant's or Recipient's bank to return the said funds provided the following conditions are met:
- 4.3.1 The affected Merchant's or Foreign Merchant's or Recipient's bank is fully satisfied that funds were erroneously credited to the affected Merchant or Foreign Merchant or Recipient; and
- 4.3.2 The affected Merchant's or Foreign Merchant's or Recipient's bank shall obtain from the affected Merchant or Foreign Merchant or Recipient the decision whether to grant consent to debit to the Merchant's or Foreign Merchant's or Recipient's account within ten (10) Business Days from the date the affected Merchant's or Foreign Merchant's or Recipient's bank delivers the notification to the affected Merchant or Foreign Merchant or Recipient regarding the funds recovery request; and
- 4.3.3 Once consent is obtained, the affected Merchant's or Foreign Merchant's or Recipient's bank shall debit the affected Merchant's or Foreign Merchant's or Recipient's account and remit the funds back to the Customer within one (1) Business Day.

5. UNAUTHORISED OF FRAUDULENT TRANSACTION VIA DUITNOW QR SERVICE

- 5.1 For transactions via DuitNow QR Service which were not authorised by the Customer or which are fraudulent, HLB/HLISB will, upon receiving a report from the Customer alleging that an unauthorised or fraudulent transaction via DuitNow QR Service has been made, remit the funds back to the Customer provided the following conditions are met:
- 5.1.1 HLB/HLISB shall conduct an investigation and determine within fourteen (14) calendar days from the date of HLB/HLISB's receipt of such report, whether the unauthorised or fraudulent payment as alleged by the Customer did indeed occur; and
 - 5.1.2 If HLB/HLISB is satisfied that the unauthorised or fraudulent payment instruction did indeed occur and was not caused by the Customer, HLB/HLISB shall initiate a reversal process whereby all debit transactions posted to the Customer's Account arising from the unauthorised or fraudulent payment instruction would be reversed.

6. LIABILITY AND INDEMNITY

- 6.1 The Customer acknowledges and agrees that, unless expressly prohibited by mandatory laws, HLB/HLISB and the DuitNow QR Owner & Operator shall not be liable to the Customer or any third party for any direct, indirect or consequential losses, liabilities, costs, damages, claims, actions or proceedings of any kind whatsoever in respect to any matter of whatsoever nature in connection with the DuitNow QR Service offered by HLB/HLISB arising from:
- 6.1.1 The Customer's negligence, misconduct or breach of any of these DuitNow QR Service T&Cs;
 - 6.1.2 Insufficient funds in the Customer's Account for processing of the transaction via DuitNow QR Service;
 - 6.1.3 The Customer exceeding its daily Account's transfer limit;
 - 6.1.4 Any payment instruction given or purported to be given by the Customer;
 - 6.1.5 Any erroneous transfer of funds by the Customer, including any transfer of funds to the wrong Merchant or Foreign Merchant or Recipient or wrong third party;
 - 6.1.6 Any failure, delay, error or non-transmission of funds due to system maintenance, breakdown or non-availability of any network, software or hardware of HLB/HLISB and the DuitNow QR Owner & Operator; or
 - 6.1.7 The suspension, termination or discontinuance of the DuitNow QR Service.
- 6.2 The Customer shall indemnify, defend and hold HLB/HLISB, HLB's/HLISB's affiliates, and the DuitNow QR Owner & Operator harmless from and against any claims, proceedings, actions, losses, damages, costs (including all legal costs on an indemnity basis), liabilities or expenses resulting from or arising in connection with any fault, act or omission by the Customer (including but not limited to the Customer's negligence, misconduct or breach of any of these DuitNow QR Service T&Cs).

7. GENERAL

- 7.1 The Customer acknowledges and agrees that HLB/HLISB has the right to change, restrict, vary, suspend or modify these DuitNow QR Service T&Cs at any time, with twenty-one (21) calendar days' prior notice to the Customer by way of posting on HLB's/HLISB's website or in any manner deemed suitable by HLB/HLISB. Such revisions shall take effect from the date stated in the notice. Where the Customer continues to access or use the DuitNow QR Service after such notification, the Customer shall be deemed to have agreed to and accepted such revisions as aforementioned.
- 7.2 The Customer acknowledges that HLB/HLISB may terminate the Customer's use of the DuitNow QR Service with HLB/HLISB for any reason, at any time with prior written notice to the Customer.
- 7.3 The Customer consents to the collection, use and disclosure of the Customer's Personal Data by HLB/HLISB, HLB's/HLISB's affiliates, HLB's/HLISB's service providers and the DuitNow QR Owner & Operator as required for the purposes of the DuitNow QR Service.
- 7.4 These DuitNow QR Service T&Cs shall be governed by and construed in accordance with the laws of Malaysia and the Customer agrees to submit to the exclusive jurisdiction of the courts of Malaysia in respect of any dispute arising from or in relation to these DuitNow QR Service T&Cs.

If you have any enquiries regarding the DuitNow QR Service T&Cs, please email us at hlonline@hlbb.hongleong.com.my or call 03-7626 8899.