

DUITNOW QR TERMS AND CONDITIONS

The following terms and conditions (“DuitNow QR T&C”) govern the Customer’s use of DuitNow QR (defined herein) as provided by HLB/HLISB and shall be read in conjunction with Terms and Conditions for Hong Leong Connect Online Banking & Mobile Banking for Personal Digital Banking Services (“Connect Terms”). Capitalised terms used will have the same meaning as defined in the Connect Terms unless stated otherwise.

DEFINITIONS

“Account”	Means an E-money account offered by issuers of e-money and all types of deposit accounts offered by HLB/HLISB, except for the following: (a) fixed deposit accounts; (b) junior accounts; (c) foreign currency accounts; (d) Premium Savings Account; and (e) Mortgage Plus Current Account.
“Business Day”	means any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.
“DuitNow QR”	means a service that facilitates industrywide ubiquitous payments or credit transfers by scanning the QR Code which complies with DuitNow QR standard.
“DuitNow QR Operator”	means Payments Network Malaysia Sdn. Bhd. (Company No.: 200801035403 [836743-D])
“Dynamic QR”	means a QR Code that is generated after the Merchant or Recipient keys-in the amount of the payment or credit transfer.
“E-Money”	means a payment instrument that stores fund electronically in exchange for funds paid to the issuer of e-money and is able to be used as a means of making payment to any person other than the issuer of e-money.
“Merchant”	means businesses registered with the Companies Commission of Malaysia, sole proprietors and partnerships, government agencies, statutory bodies, societies, and other similar entities.
“QR Code”	means a two-dimensional barcode that can be read using the camera of a smartphone or mobile device that is equipped with a QR reader.
“Recipient”	means an individual who receives funds via the DuitNow QR service.
“Static QR”	means a QR Code displayed which requires the individual (i.e. the Customer) to key-in the amount of the payment or credit transfer.
“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.

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 offered is part of HLB/HLISB's Hong Leong Connect Online Banking & Mobile Banking for Personal Digital Banking Services ("Connect"), and accordingly these DuitNow QR T&C are in addition to and shall be read in conjunction with the Connect Terms and Conditions.

2. DUITNOW QR SERVICE

- 2.1 If the Customer wishes to send funds via DuitNow QR, the Customer must first download and install the Connect Mobile Banking Application ("Connect App") on Customer's mobile device and select an Account to be used by HLB/HLISB for deduction of funds for payments made via DuitNow QR. Connect App enables the Customer to scan a Static QR Code or a Dynamic QR Code displayed by the Merchant or Recipient on a mobile device.
- 2.2 The Customer is responsible for ensuring that the transaction amount keyed-in or displayed on Customer's Connect App screen is correct prior to confirming the transaction for DuitNow QR. The transaction amount keyed-in or displayed via the Merchant 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 that the amount paid by the Customer matches with the Merchant or Recipient's amount.
- 2.3 HLB/HLISB will notify the Customer on the status of each successful, failed or rejected DuitNow QR transaction via Short Messaging Service ("SMS") or any of HLB/HLISB's available communication channels chosen by the Customer.
- 2.4 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 Recipient is the intended party to receive the funds, and HLB/HLISB shall not be liable for transferring the funds to such Merchant or Recipient even if such Merchant or Recipient is not the intended party.
- 2.5 Pursuant to Clause 2.4 above, the Customer agrees that once a DuitNow QR transaction is confirmed, it will be deemed irrevocable and the Customer will not be able to cancel, stop or perform any changes to that DuitNow QR transaction.

3. RECOVERY OF FUNDS

- 3.1 The Customer has rights in relation to the investigation and recovery of erroneous payments, mistaken payments, and unauthorised or fraudulent DuitNow QR transactions made from the Customer's Account.

4. ERRONEOUS / MISTAKEN DUITNOW QR TRANSACTION

- 4.1 If the Customer has made an erroneous or mistaken DuitNow QR transaction ("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 Merchant 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 actually wrongly credited into the affected Merchant or Recipient's account; and
 - 4.1.2 If funds have been wrongly credited, whether the balances in the Affected Merchant's or Recipient's account balance 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 in full; 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 or Recipient's bank may remit the funds that are available in the Merchant or Recipient's bank back to the Customer. However, any shortfall due to insufficient funds available to be recovered from the Merchant or Recipient's bank shall be deemed unrecoverable and HLB/HLISB shall not be responsible to recover / reimburse / refund such shortfall to the Customer.
- 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 Merchant or Recipient's bank to return said funds to the Customer provided the following conditions are met:
- 4.2.1 The affected Merchant or Recipient's bank is fully satisfied that funds were erroneously credited to the affected Merchant or Recipient;
 - 4.2.2 The affected Merchant or Recipient's bank shall deliver notifications to the affected Merchant or Recipient in writing regarding the funds recovery request whereby the erroneously credited funds would be recovered through debiting the affected Merchant or Recipient's account unless the affected Merchant or Recipient provides reasonable evidence that the

affected 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 or Recipient's bank delivers the notification to the affected Merchant or Recipient, if the affected Merchant or Recipient fails to establish their entitlement to the funds, the affected Merchant or Recipient's bank shall debit the affected Merchant 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 Merchant or Recipient's bank to return the said funds provided the following conditions are met:
- 4.3.1 The affected Merchant or Recipient's bank is fully satisfied that funds were erroneously credited to the affected Merchant or Recipient; and
 - 4.3.2 The affected Merchant or Recipient's bank shall obtain from the affected Merchant or Recipient the decision whether to grant consent within ten (10) Business Days from the date the affected Merchant or Recipient's bank delivers the notification to the affected Merchant or Recipient in writing regarding the funds recovery request ; and
 - 4.3.3 Once consent is obtained, the affected Merchant or Recipient's bank shall debit the affected Merchant or Recipient's account and remit the funds back to the Customer within one (1) Business Day thereafter.

5. UNAUTHORISED OR FRAUDULENT DUITNOW QR TRANSACTION

- 5.1 For DuitNow QR transactions 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 DuitNow QR transaction 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 HLB/HLISB is in receipt of such report, if the unauthorised or fraudulent payment did 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 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 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 T&C;
 - 6.1.2 Insufficient funds in the Customer's Account for processing of the DuitNow QR transaction;
 - 6.1.3 The Customer exceeding its daily 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 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 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/HLISB's affiliates, and the DuitNow QR Operator harmless from and against any claims, proceedings, actions, losses, damages, costs (including all legal costs on an indemnity basis), liabilities or expenses, whether foreseeable or not, 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 T&C).

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 T&C at any time, with thirty (30) calendar days' prior notice to the Customer by way of posting on HLB/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 Customer's Personal Data by HLB/HLISB, HLB/HLISB's affiliates, HLB/HLISB's service providers and the DuitNow QR Operator as required for the purposes of the DuitNow QR service.
- 7.4 These DuitNow QR T&C 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 T&C.