

DUITNOW ONLINE BANKING/WALLETS SERVICE TERMS & CONDITIONS ([Versi Bahasa Malaysia](#))

Last Updated: 22 August 2023

The following terms and conditions ("**DuitNow Online Banking/Wallets Service Terms and Conditions**") govern the Customer's use of DuitNow Online Banking/Wallets service (defined herein) as provided by Hong Leong Bank Berhad (193401000023 (97141-X)) ("**HLB**") and Hong Leong Islamic Bank Berhad (200501009144 (686191-W)) ("**HLISB**") and shall be read in conjunction with the Terms and Conditions for the use of HLB Connect ("**Connect Terms and Conditions**"). Capitalised terms used will have the same meaning as defined in the Connect Terms and Conditions 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 accounts: (a) fixed deposit accounts; (b) junior accounts; (c) foreign currency accounts; (d) Premium Savings Account; and (e) Mortgage Plus Current Account and/or line of credit accounts tied to payment cards where transaction is made.
"Business Day"	means any calendar day from Monday to Friday, except on public holidays in Kuala Lumpur.
"Merchant"	means businesses including sole proprietorships and partnerships and companies registered with the Companies Commission of Malaysia, government agencies, statutory bodies, societies, and other similar entities.
"DuitNow Online Banking/Wallets"	means a real time online payment service which enables payers (either individual or corporate) to make secure online payments using their Mobile/Internet Banking account to Merchants/Merchants.
"DuitNow Online Banking/Wallets Owner and Operator"	means Payments Network Malaysia Sdn Bhd.
"Recipient"	means an individual who receives funds via the DuitNow Online Banking/Wallets Service.

1. Introduction

- 1.1 These DuitNow Online Banking/Wallets Service Terms and Conditions apply to and regulate the customer's use of the DuitNow Online Banking/Wallets service offered by HLB/HLISB. The DuitNow Online Banking/Wallets service allows the Customer to initiate payment instruction from the Customer's designated HLB/HLISB Account to a Merchant.

2. DuitNow Online Banking/Wallets Service

- 2.1 If Customers wish to initiate payment instruction(s) via DuitNow Online Banking/Wallets, at the Merchant web and/or mobile device, Customers shall select an Account to be used by HLB/HLISB for deduction of funds for payments made via DuitNow Online Banking/Wallets.
- 2.2 AppAuthorise is required to complete the payment to Merchants for retail Customers. AppAuthorise will only be delivered to Customer's designated primary device that is enabled with the AppAuthorise feature.
- 2.3 Customers are responsible for ensuring that the transaction amount displayed on the Customers' mobile application screen is correct prior to confirming the transaction. The transaction amount displayed via the Merchant shall be deemed by HLB/HLISB to be correct upon the Customers' confirmation of the transaction. HLB/HLISB is under no obligation whatsoever to verify that the amount paid by the Customers matches with the Merchant's amount.
- 2.4 HLB/HLISB will notify the Customer on the status of each successful, failed or rejected DuitNow Online Banking/Wallets transaction via HLB Connect App, Short Messaging Service ("**SMS**"), e-mail or any of HLB/HLISB's available communication channels introduced from time-to-time (as applicable).
- 2.5 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 is the intended party to receive the funds, and HLB/HLISB shall not be liable for transferring the funds to such Merchant even if such person is not the intended party.
- 2.6 Pursuant to Clause 2.5 above, the Customer agrees that once a DuitNow Online Banking/Wallets 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 Online Banking/Wallets transaction.

3. Recovery of Funds

- 3.1 The Customer have rights in relation to the investigation and recovery of erroneous or mistaken DuitNow Online Banking/Wallets transactions ("**Erroneous/Mistaken Transaction**") as stated in Clause 4 and unauthorised or fraudulent DuitNow Online Banking/Wallets transactions as stated in Clause 5 made from the Customer's Account.

4. Erroneous/Mistaken DuitNow Online Banking/Wallets Transaction

- 4.1 If the Customer have made an erroneous DuitNow Online Banking/Wallets transaction, the Customer may request for recovery of the funds within ten (10) Business Days from the date the Erroneous/Mistaken Transaction was made and HLB/HLISB will work with the affected Merchant's bank to return the said funds to the Customer within seven (7) Business Days provided the following conditions are met:
 - 4.1.1 The funds were actually wrongly credited into the affected Merchant's Account;
 - 4.1.2 If funds have been wrongly credited, whether the balances in the affected Merchant's Account is sufficient to cover the funds recovery amount;
 - 4.1.2.1 If the balances are sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and
 - 4.1.2.2 If the balances are not sufficient to cover the recovery amount, the

erroneously credited funds may not be fully recoverable.

- 4.2 Request for recovery of funds between eleven (11) Business Days and seven (7) months from the date the Erroneous/Mistaken Transaction was made:
 - 4.2.1 The affected Merchant's bank is fully satisfied that funds were erroneously credited to the affected Merchant; and
 - 4.2.2 Deliver notifications to the affected Merchants in writing regarding the funds recovery requests whereby the erroneously credited funds would be recovered through debiting the affected Merchants' Account within ten (10) Business Days of the notifications unless the affected Merchant provides reasonable evidences that the affected Merchant is entitled to the funds in question. After fifteen (15) Business Days, if the affected Merchant fails to establish their entitlement to the funds, the affected Merchant's bank shall debit the affected Merchants' Account and remit the funds back to the Customer.
- 4.3 Requests to recover funds after (7) months from the date of the Erroneous/Mistaken Transaction:
 - 4.3.1 The affected Merchant's bank is fully satisfied that funds were erroneously credited to the affected Recipient;
 - 4.3.2 The affected Merchant's bank shall obtain from the affected Merchant the decision whether to grant consent within ten (10) Business Days; and
 - 4.3.3 Once consent is obtained, the affected Merchant's bank shall debit the Merchant's account and remit the funds back to the Customer within one (1) Business Day.

5. Unauthorised or Fraudulent DuitNow Online Banking/Wallets Transaction

- 5.1 For DuitNow Online Banking/Wallets 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 Online Banking/Wallets transaction was 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) Business Days, if the unauthorised or fraudulent payment did occur; and
 - 5.1.2 If HLB/HLISB are 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 Online Banking/Wallets Owner and 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 Online Banking/Wallets Service offered by HLB/HLISB arising from:
 - 6.1.1 The Customer's negligence, misconduct or breach of any of these DuitNow Online Banking/Wallets Service Terms and Conditions;

- 6.1.2 Insufficient funds in the Customer's Account for HLB/HLISB to process the DuitNow Online Banking/Wallets transaction;
 - 6.1.3 The Customer has exceeded his/her 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 wrong third party; and
 - 6.1.6 Any failure, delay, error or non-transmission of funds due to HLB/HLISB's inability to perform any operations or to provide the DuitNow Online Banking/Wallets transaction due to any reason beyond HLB/HLISB's control which include but is not limited to:
 - a) fire, earthquake, landslides, flood, epidemic, pandemic, natural catastrophe or act of God;
 - b) accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war;
 - c) any failure, delay or disruption to telecommunications, electricity, fuel supply or serviced provided by the relevant telecommunications, network service provider or internet service provider; and
 - d) order of any Government department, agency, other constituted body or any regulatory authority.
 - 6.1.7 The suspension, termination or discontinuance of the DuitNow Online Banking/Wallets Service.
- 6.2 The Customer shall reimburse and pay HLB/HLISB and the DuitNow Online Banking/Wallets Owner and Operator upon its written demand all claims, proceedings, actions, losses, damages, costs (including all legal costs on a solicitor-client 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 Online Banking/Wallets Service Terms and Conditions).

7. General

- 7.1 The Customer acknowledges and agrees that HLB/HLISB has the right to change, restrict, vary, suspend or modify these DuitNow Online Banking/Wallets Service Terms and Conditions at any time, with twenty-one (21) Business 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 Online Banking/Wallets 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 his/her use of the DuitNow Online Banking/Wallets Service with HLB/HLISB for any reason, at any time with prior notice to the Customer.
- 7.3 The Customer consents to the collection, use and disclosure of his/her personal data (including contact details) by HLB/HLISB, HLB/HLISB's affiliates, HLB/HLISB's service providers and the DuitNow Online Banking/Wallets Owner and Operator as required for the purposes of the DuitNow Online Banking/Wallets Service.
- 7.4 These DuitNow Online Banking/Wallets Service Terms and Conditions 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 Online Banking/Wallets Service Terms and Conditions.



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