

DUITNOW TERMS AND CONDITIONS

Last Updated: 9 July 2021

The following terms and conditions (“**DuitNow Terms and Conditions**”) govern the Customer’s use of DuitNow (defined herein) as provided by HLB/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 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.
“Business Day”	means any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.
“Common ID”	means unique identification of a Customer such as the Customer’s mobile number, NRIC, Army Number or Police Number, or for non-Malaysians, Passport Number (in the case of an Individual) or in the case of Non-Individuals, the Business Registration Number, or any other common identifiers as may be introduced by the DuitNow Operator from time to time.
“DuitNow”	means a service which allows the Customers to initiate and receive instant credit transfers using a recipient’s account number or DuitNow ID.
“DuitNow ID”	means an identifier of an account holder such as a mobile number, NRIC, passport number, army number or police number or any other identifiers as may be introduced by the DuitNow Operator from time to time.
“DuitNow Operator”	means Payments Network Malaysia Sdn. Bhd. (Company No.: 200801035403 [836743-D])
“National Addressing Database” or “NAD”	means a central addressing depository established by the DuitNow Operator that links an Account or an e-money account to a recipient’s DuitNow ID and facilitates payment to be made by referencing the recipient’s DuitNow ID.
“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 service allows the Customer to transfer an amount specified by the Customer from the Customer's designated Account or e-money account maintained with HLB/HLISB, to a bank account or e-money account maintained by Customer's recipient at a DuitNow participant via Pay-to-Account-Number and Pay-to-Proxy (Pay via DuitNow ID), or such other means as prescribed by HLB/HLISB or the DuitNow Operator from time to time.
- 1.2 The DuitNow service offered is part of HLB/HLISB's HLB Connect ("**Connect**"), and accordingly these DuitNow Terms and Conditions are in addition to and shall be read in conjunction with the Connect Terms and Conditions.

2. DUITNOW SERVICES

- 2.1 If the Customer wishes to send funds via DuitNow, the Customer must first log in to Connect and initiate a payment by entering the recipient's DuitNow ID.
- 2.2 HLB/HLISB will perform a 'Name Enquiry' to verify the recipient's registration of its DuitNow ID in NAD and if the recipient is registered, HLB/HLISB will display the name of such registered DuitNow recipient.
- 2.3 The Customer is responsible for correct entry of the recipient's DuitNow ID and ensuring that the recipient's name displayed is the intended recipient of the funds prior to confirming the DuitNow transaction.
- 2.4 HLB/HLISB will notify the Customer on the status of each successful, failed or rejected DuitNow transaction via Short Messaging Service ("**SMS**") or any of HLB/HLISB's available communication channels.
- 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 registered recipient is the intended recipient, and HLB/HLISB shall not be liable for transferring the funds to such registered recipient even if such person is not the intended Recipient.
- 2.6 Pursuant to Clause 2.5 above, the Customer agrees that once a DuitNow transaction has been confirmed, it will be deemed irrevocable and the Customer will not be able to cancel, stop or perform any changes to that DuitNow transaction.

3. MULTIPLE NAME ENQUIRY REQUESTS

- 3.1 Customers are advised not to submit multiple "Name Enquiry Requests" without a confirmed DuitNow transaction. HLB/HLISB shall not display results of the "Name Enquiry Requests" upon five (5) consecutive Name Enquiry Requests that are not followed with a confirmed DuitNow transaction.
- 3.2 Without prejudice to any of HLB's/HLISB's rights and remedies, HLB/HLISB reserves the right to terminate or suspend Customer's access to and use of the DuitNow service where HLB/HLISB considers in HLB's/HLISB's sole discretion that inappropriate, fraudulent or suspicious use is being made of the DuitNow service, such as where multiple "Name Enquiry Requests" are submitted without a confirmed DuitNow transaction. The Customer is advised to contact HLB/HLISB should the Customer encounter any issues relating to the foregoing.

4. RECOVERY OF FUNDS

- 4.1 The Customer has rights in relation to the investigation and recovery of erroneous payments and unauthorised (includes fraudulent) DuitNow transactions made from the Customer's Account.

5. ERRONEOUS/MISTAKEN DUITNOW TRANSACTION

- 5.1 If the Customer has made an erroneous DuitNow transaction ("**Erroneous Transaction**"), the Customer may request for recovery of the funds within ten (10) Business Days from the date the Erroneous DuitNow Transaction was made and HLB/HLISB will work with the affected recipient's bank/e-money issuer to return said funds to the Customer within seven (7) Business Days provided the following conditions are met:

5.1.1 The funds were actually wrongly credited into the affected recipient's account;

5.1.2 If funds have been wrongly credited, whether the balance in the affected recipient's account is sufficient to cover the funds recovery amount;

5.1.2.1 If the balance is sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and

5.1.2.2 If the balance is not sufficient to cover the recovery amount, the erroneously credited funds may not be fully recoverable and the recipient's bank/e-money issuer may partially remit the recoverable fund back to the Customer.

- 5.2 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 recipient's bank to return the said funds to the Customer within fifteen (15) Business Days provided the following conditions are met:

5.2.1 The affected recipient's bank is fully satisfied that funds were erroneously credited to the affected recipient;

5.2.2 The affected recipient's bank shall deliver notifications to the affected recipient in writing regarding the funds recovery request whereby the erroneously credited funds would be recovered through debiting the affected recipient's account unless the affected recipient provides reasonable evidence that the affected recipient is entitled to the funds in question within ten (10) Business Days of such notification. After fifteen (15) Business Days, if the affected recipient fails to establish their entitlement to the funds, the affected recipient's bank/e-money issuer shall debit the affected recipient's account and HLB/HLISB will remit the funds back to the Customer.

- 5.3 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 recipient's bank to return the said funds, provided the following conditions are met:

5.3.1 The affected recipient's bank/e-money issuer is fully satisfied that funds were erroneously credited to the affected recipient;

5.3.2 The affected recipient's bank/e-money issuer shall obtain from the affected recipient the decision whether to grant consent within ten (10) Business Days; and

5.3.3 Once consent is obtained, the affected recipient's bank shall debit the affected recipient's account and HLB/HLISB will remit the funds back to the Customer within one (1) Business Day thereafter.

6. UNAUTHORISED OR FRAUDULENT DUITNOW TRANSACTION

- 6.1 For DuitNow 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 transaction was made, remit the funds back to the Customer provided the following conditions are met:
- 6.1.1 HLB/HLISB shall conduct an investigation and determine within fourteen (14) calendar days, if the unauthorised or fraudulent payment did occur;
 - 6.1.2 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 Customer's account arising from the unauthorised or fraudulent payment instruction would be reversed.

7. LIABILITY AND INDEMNITY

- 7.1 The Customer acknowledges and agrees that, unless expressly prohibited by mandatory laws and save and except for damages caused directly by HLB/HLISB's wilful default or gross negligence, HLB/HLISB 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 service offered by HLB/HLISB arising from:
- 7.1.1 The Customer's negligence, misconduct or breach of any of these DuitNow Terms and Conditions;
 - 7.1.2 Any erroneous transfer of funds by the Customer, including any transfer of funds to the wrong DuitNow ID, wrong recipient or wrong third party;
 - 7.1.3 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 Operator; or
 - 7.1.4 The suspension, termination or discontinuance of the DuitNow service.
- 7.2 In the event the Bank is held liable for any damages notwithstanding Clause 7.1 above, the total amount of the Bank's entire liability shall not exceed the principal amount of the transaction involved which gave rise to the claim.
- 7.3 The Customer shall indemnify, defend and hold HLB/HLISB, HLB's/HLISB's affiliates, and the DuitNow 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 Terms and Conditions).

8. GENERAL

- 8.1 The Customer acknowledges that HLB/HLISB has the right to change, restrict, vary, suspend or modify these DuitNow Terms and Conditions, and such changes for the use of the DuitNow service 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 service after such notification, the Customer shall be deemed to have agreed to and accepted such revisions as aforementioned.

- 8.2 The Customer acknowledges that HLB/HLISB may terminate the Customer's use of the DuitNow service with HLB/HLISB for any reason, at any time with prior written notice to the Customer.
- 8.3 The Customer consents to the collection, use and disclosure of Customer's Personal Data by HLB/HLISB, HLB's/HLISB's affiliates, HLB's/HLISB's service providers and the DuitNow Operator as required for the purposes of the DuitNow service.
- 8.4 These DuitNow Terms and Conditions, General Terms and Conditions of Accounts and Connect Terms and Conditions shall be read as an entire agreement. In the event of any conflict and/or discrepancy, these DuitNow Terms and Conditions shall prevail to the extent of such conflict and/or discrepancy.
- 8.5 These DuitNow 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 Terms and Conditions.