

Terms and Conditions Governing the National Addressing Database

The following terms and conditions (“NAD Terms and Conditions”) govern a Customer’s use of the National Addressing Database (as defined herein) in relation to the DuitNow service as provided by Hong Leong Bank Berhad (97141-X) (“HLBB”) / Hong Leong Islamic Bank Berhad (686191-W) (“HLISB”) and shall be read in conjunction with the Terms and Conditions for Hong Leong Connect Online Banking & Mobile Banking for Personal Digital Banking Services (“Connect Terms”) which are applicable to Individuals (defined herein) and Terms and Conditions for Hong Leong Business Internet Banking (“BIB Terms”) which are applicable to Non-Individuals (as defined herein).

1. Definitions

“Account”	means all types of deposit accounts offered by HLBB/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.
“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 identifiers as may be introduced by the NAD Operator from time to time, which links all DuitNow IDs registered by the Customer.
“Customer”	means customers of HLBB/HLISB who are individuals aged eighteen (18) and above (“Individuals”) and non-individuals which include sole proprietorships, partnerships, clubs, associations, societies, companies, body corporates, statutory bodies as well as limited liability partnerships (“Non-Individuals”).
“DuitNow”	means a service which allows Customers to initiate and receive credit transfers via a recipient’s DuitNow ID.
“DuitNow ID”	means the registered Common ID which is linked to a Customer’s Account with HLBB/HLISB.
“e-money account”	Means a payment instrument that stores funds 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.
“Malware”	Means computer viruses, bugs or other malicious, destructive or corrupting software, code, agent, program or macros, and/or phishing or social engineering schemes which utilise computer software or telecommunications to obtain personal data or any other personal information for malicious or fraudulent purposes.
“National Addressing Database” or “NAD”	means a central addressing depository established by the NAD Operator that links a bank or an e-money account to a recipient’s DuitNow ID and facilitates payment to be made to a recipient by reference to the recipient’s DuitNow ID.
“NAD Name Enquiry”	means a service which returns the name of the owner who has registered its DuitNow ID in NAD.
“NAD Operator”	means Payments Network Malaysia Sdn. Bhd. (“PayNet”).

“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 not limited to, the Customer’s name, address, identification card number, passport number, banking information, email address and contact details.

“Website” means HLBB/HLISB’s website at <https://www.hlb.com.my> /<https://www.hlisb.com.my>

2. The NAD Service

- 2.1 The NAD service allows Customer to link an Account that Customer has with HLBB/HLISB to a Common ID of the Customer (“DuitNow ID”) and provides the Customer with the option of receiving incoming funds via DuitNow or any other payment services that address payments using Customer’s DuitNow ID.
- 2.2 Upon registration of the Customer’s DuitNow ID in NAD, Customer’s Common ID will be used by other NAD participating institutions for the purpose of identifying Customer, as part of the DuitNow service.
- 2.3 Customer may link more than one of Customer’s DuitNow ID to the same Account. However, Customer may not link a particular DuitNow ID to multiple Accounts.

3. Modification and Deregistration of Customer DuitNow ID

- 3.1 Customers may update, change or deregister Customer’s DuitNow ID after 1 December 2018 via any of the following channels, and such change/update/deregistration will be effected immediately after successful processing:
 - (a) Hong Leong Connect Online Banking & Mobile Banking for Personal Digital Banking Services; or
 - (b) HL Business Internet Banking.
- 3.2 Customer understands and agrees that the Customer’s DuitNow ID may be deregistered by Customer or by HLBB/HLISB, under the following circumstances:
 - i. Customer wishes to transfer Customer’s existing DuitNow ID to another account in another bank;
 - ii. change or update to the Customer’s Common ID;
 - iii. Closure of the Account that is linked to the relevant DuitNow ID;
 - iv. The Customer’s mobile number which has been registered as Customer’s DuitNow ID has been terminated and/or recycled for use by another person;
 - v. after a period of inactivity; or
 - vi. Where, upon investigation, HLBB/HLISB find outs and/or suspects that Customer or Customer’s DuitNow ID is potentially involved in any fraudulent activity(s).
- 3.3 When deregistration is initiated by Customer via the channels set out in Clause 3.1 of the NAD Terms and Conditions, the Customer will receive confirmation on its successful or failed status via Short Messaging Service (“SMS”) or any of HLBB/HLISB’s available communication channels.

4. Customer’s Information and Data Protection

- 4.1 Customer represents and warrants that:
 - (a) the DuitNow ID used for registration in NAD belongs to Customer, is correct, complete and up-to-date for the use of DuitNow and Customer will promptly notify HLBB/HLISB if there is any change to the DuitNow ID or Common ID provided to HLBB/HLISB; and
 - (b) where the Customer is a Non-Individual, the execution and delivery of the DuitNow ID Pre-Launch Registration Form and such documents as may be required to be provided by the Customer to HLBB/HLISB to facilitate the provision of DuitNow, have been duly authorized by all necessary

corporate action or such action as required under the Customer's constitution and do not contravene its constitution or any law, regulation or any order or decree of any governmental authority, agency or court to which it is subject.

- 4.2 To facilitate the DuitNow service, Customer acknowledges and agrees that other NAD participating institutions may perform a NAD Name Enquiry for the purpose of verifying/identifying Customer's name to the Customer's registered DuitNow ID, as part of facilitating the DuitNow service.
- 4.3 Customer hereby acknowledges and agrees that:
- (a) HLBB/HLISB's rights to Customer's Personal Data, information, DuitNow ID and Common ID as well as HLBB/HLISB's right to effect disclosure will be in accordance with HLBB/HLISB's Privacy Policy or where it is in the public interest, for example, to prevent or detect fraud and abuse;
 - (b) when the Customer uses DuitNow, HLBB/HLISB will disclose, use and process the relevant DuitNow ID as is necessary for the relevant transaction; and
 - (c) HLBB/HLISB may disclose Customer's DuitNow ID, Common ID and other relevant Personal Data to the NAD Operator for its processing, storing, and archival and disclosure to the sender of funds under the DuitNow service, HLBB/HLISB's affiliates, service providers, other NAD participants and third parties offering the DuitNow Service and their respective customers.
- 4.4 HLBB/HLISB have in place, reasonable security measures (both technical and organisational) against unlawful or unauthorised processing of the DuitNow ID.
- 4.5 HLBB/HLISB will notify Customer as soon as reasonably practicable if the DuitNow ID is lost, destroyed, or becomes damaged, corrupted or unusable.

5. Liability

- 5.1 HLBB/HLISB and the NAD Operator shall not be liable for any losses or damage Customer may suffer as a result of, including but without limitation:
- i. Customer's failure to maintain up-to-date information and Customer's failure to provide accurate information to HLBB/HLISB;
 - ii. HLBB/HLISB's compliance with any instruction given or purported to be given by Customer which is apparent to a reasonable person receiving such instruction;
 - iii. any misuse or any purported or fraudulent use of the DuitNow ID including instances whereby online fraud is perpetrated by way of any Malware;
 - iv. any disclosure of any information which Customer has consented to HLBB/HLISB collecting, using or disclosing or where such collection, use or disclosure is permitted or required to be disclosed under the applicable laws in Malaysia.

6. Miscellaneous

- 6.1 Customer acknowledges that HLBB/HLISB have the right at all times to change, vary, modify, delete or add to the NAD Terms and Conditions by providing Customer prior notice in accordance with the manner set out in the Connect Terms or BIB Terms, whichever is applicable and Customer agrees to be bound by such terms and conditions as cancelled or revised or modified.
- 6.2 In the event of any conflict or discrepancy between the Connect Terms, BIB Terms and the NAD Terms and Conditions, the NAD Terms and Conditions shall prevail to the extent of such conflict or discrepancy.
- 6.3 These Terms shall be construed in accordance with the laws of Malaysia and Customer agrees to submit to the exclusive jurisdiction of the courts of Malaysia.
