

Terms and Conditions Governing the National Addressing Database

1. Definitions

The following terms and expressions used in these Terms and Conditions shall have the following meanings:-

“Account” means any of your deposit account(s) opened or maintained with us except for FunSaver accounts, foreign currency accounts, fixed deposit accounts and Joint Account.

“Common ID” means unique identification of the accountholder such as:-

- (a) in the case of individual, for Malaysian, your mobile number registered with us, NRIC, Army Number, Police Number or for non-Malaysian, your passport number or mobile number registered with us; or
- (b) in the case of non-individual, your business registration number or mobile number registered with us; or
- (c) such other identifiers as may be introduced by the NAD Operator from time to time.

“DuitNow” or “DuitNow Service” means a service which allows you to initiate and receive credit transfers through a recipient’s account number or DuitNow ID.

“DuitNow ID” means the registered Common ID which is linked to your Account with us.

“Joint Account” means any deposit account(s) opened or maintained with us which are held by more than one individual and the operation of such account(s) requires the mandate of more than one individual.

“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 account to a recipients’ DuitNow ID and facilitates payment to be made to a recipient by referencing 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) (Company No.: 836743-D).

“Personal Data” means any information in respect of commercial transactions that relates directly or indirectly to an individual, who is identified or identifiable from that information which includes but not limited to, the individual’s name, address, identification card number, passport number, banking information, email address and contact details.

“Terms and Conditions” means the terms and conditions governing the NAD.

“We”, “Our”, “Ours” or “Us” refers to United Overseas Bank (Malaysia) Bhd and includes all its successors-in-title and assigns.

“You”, “Your” or “Yours” refers to our customer who uses the NAD.

2. Terms and Conditions

- a. These Terms and Conditions shall be read together with the respective terms and conditions governing the Accounts, which can be found at our website at www.uob.com.my or at any of our branches (“Other Terms”).
- b. If there is a discrepancy or inconsistency between these Terms and Conditions and the Other Terms, these Terms and Conditions shall prevail for matters in relation to NAD.

3. The NAD Service

- a. The NAD service allows you to link an Account to your Common ID (“DuitNow ID”) and you have the option of receiving incoming funds for the Account through DuitNow or any other payment services that address payments using your DuitNow ID.
- b. Upon successful registration of your DuitNow ID with NAD, your Common ID will be used by other NAD participating banks for the purpose of identifying you, as part of facilitating the DuitNow Service.
- c. You may link more than one of your DuitNow ID to the same account. However, you may not link a particular DuitNow ID to multiple accounts.

4. Registration of DuitNow ID

- a. You may request to link your Common ID with your Account and register it as DuitNow ID for that Account through our Business Internet Banking ,Personal Internet Banking, Mighty App or at any of our branches. You will receive a confirmation from us through short message service (SMS) or email upon successful registration.

5. Modification and Deregistration of your DuitNow ID

- a. You may update or change the account that is linked to your DuitNow ID through our Business Internet Banking, Personal Internet Banking, Mighty App or at any of our branches provided that the new account to be linked to your DuitNow ID shall be an Account held with us. We will require a reasonable period of time to effect such changes or update.
- b. You understand and agree that your DuitNow ID that is linked to your Account may be suspended and/or deregistered by us , under any of the following circumstances:
 - i. if you have changed or updated your DuitNow ID;
 - ii. if you have closed your Account that is linked to your DuitNow ID;
 - iii. if the mobile number which you have provided to u as your DuitNow ID has been terminated and/or recycled for use by another person;
 - iv. if your DuitNow ID has not been used to address payments for a minimum period of 12 months;
 - v. if we suspect or have reason to believe that you, your DuitNow ID and/or your Account may be involved in any fraudulent, money-laundering or illegal activity(ies);
 - vi. if we suspect or have reason to believe that your DuitNow ID which is linked to Islamic Account and/or your Islamic Account may be involved in any Shariah non-compliant activity(ies);

- vii. if you pass away or become incapacitated, mentally unsound, insolvent, bankrupt or wound up, in liquidation or subject to judicial proceedings;
- viii. if an investigation by the police, authorities or regulators is pending, on-going or threatened against you;
- ix. if an event of default occurs under any other agreements or arrangements between us; or
- x. such other circumstances as we deem fit in which we will notify you and we may (but not oblige to) provide the reason of the suspension or deregistration to you.

You will receive a confirmation from us through SMS or email once the change, modification or deregistration has been effected.

6. Your Information

- a. You represent and warrant that the DuitNow ID and / or Common ID used for registration in NAD belongs to you, is correct, complete and up-to date for the use of the DuitNow Service and you will promptly notify us if there is any changes to the DuitNow ID and/or Common ID provided to us.
- b. You acknowledge and agree that other NAD participating banks may perform a NAD Name enquiry of Your DuitNow ID for the purpose of verifying/identifying your name to your registered DuitNow ID, as part of facilitating the DuitNow Service.
- c. You acknowledge and consent to the disclosure of your DuitNow ID, your 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, our affiliates, service providers, other NAD participants and third parties offering the DuitNow Service and their respective customers.
- d. You acknowledge and agree that we may disclose your DuitNow ID information to anyone who we are under an obligation to disclose information to under the law or where it's in the public interest, for example to prevent or detect fraud and abuse.

7. Data Protection

- a. Your consent and our right to disclose information shall be in addition to, and without prejudice to the rights accorded to you under the Personal Data Protection Act 2010 and any other applicable laws in Malaysia.
- b. We will only disclose, use and process your DuitNow ID for the purpose of facilitating the DuitNow Service.
- c. We have in place, reasonable security measures (both technical and organisational) against unlawful or unauthorised processing of Your DuitNow ID.
- d. We will notify you as soon as practicable if Your DuitNow ID is lost, destroyed, or becomes damaged, corrupted or unusable.

8. Liability

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

9. Miscellaneous

- a. You agree that we are not obligated to maintain records relating to NAD including but not limited to registration and deregistration of any DuitNow ID.
- b. All costs and expenses including legal costs, charges and expenses incurred by us in connection with these Terms and Conditions, the NAD, the registration and deregistration of any DuitNow ID and use of NAD, the enforcement or attempted preservation or enforcement of our rights under these Terms and Conditions and any imposition of taxes under taxation laws or regulations of any country having jurisdiction over us, will be payable by you on demand on a full indemnity basis, together with interest/late payment charges from the date of demand to the date of full payment at such rates as determined by us.
- c. We shall not be liable for any claims, actions, demands, costs, expenses, losses and damages (actual and consequential) including legal costs that are incurred or suffered by us arising out of or caused by us in connection with the registration and deregistration of DuitNow ID and use of NAD unless it is due to our willful misconduct or gross negligence.
- d. To the extent permitted by law and unless it is due to our willful misconduct or gross negligence, you agree to indemnify us and to keep us fully indemnified at all times against any claims, demands, actions, proceedings, loss and expenses (including legal costs on full indemnity basis) arising in any manner howsoever from our action in relation to the registration and deregistration of DuitNow ID and use of NAD.
- e. If any of the provisions in these Terms and Conditions is void, unenforceable or illegal, the remainder of the provisions in these Terms and Conditions is continue to be effective and in force and is not to be affected in any way by the invalid or unenforceable provision.
- f. We shall not be liable to you for any loss or damage (including direct or consequential) for failure to observe or perform our obligations under these Terms and Conditions for reason which could not be reasonable diligence be controlled or prevented by us, including but not limited to strikes, act of God, act of nature, fire, flood, storm, riots, power shortages or power failure, power disruption by war, sabotage or inability to obtain sufficient labour, fuel or utilities.
- g. These Terms and Conditions will be binding upon your heirs, personal representatives and successors-in-title.
 - h. You acknowledge that we have the right to change, vary or modify these Terms and Conditions by providing you with 21 days' notice through posting on UOBM's website,

Business Internet Banking, Personal Internet Banking, Mighty App or any other manner as determined by UOBM from time to time and you agree to be bound by such terms and conditions as cancelled or revised or modified.

- i. These Terms and Conditions shall be construed in accordance with the laws of Malaysia and you agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.