Terms and Conditions Governing DuitNow QR

Definitions

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

"Account" means an E-money account offered by issuers of e-money and any of your deposit account(s) opened or maintained with us except for foreign currency accounts, fixed deposit accounts and joint account.

"Business Day" means any calendar day from Monday to Friday, except a public holiday in Kuala Lumpur.

"Buyer" means a customer who makes a DuitNow QR payment to a Merchant for purchase of goods or service by scanning a DuitNow QR code.

"Cross Border DuitNow QR" or **"Cross Border DuitNow QR Service"** is an extension of DuitNow QR Service which allows Buyer from the region to pay Merchant using DuitNow QR Code. Buyer shall scan the DuitNow QR code shown by Merchant on POS machine or static DuitNow QR code.

"DuitNow QR" or **"DuitNow QR Service"** means a service offered by DuitNow QR Operator which facilitates industry wide ubiquitous payments or credit transfer by scanning the QR code which complies with DuitNow QR branding and specifications. DuitNow QR and DuitNow QR Service shall include Cross Border DuitNow QR and Cross Border DuitNow QR Service, respectively.

"DuitNow QR Operator" means Payment Network Malaysia Sdn Bhd (Company No: 200801035403 [836743-D]).

"Dynamic QR" means 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 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 issuer of e-money.

"**Erroneous Transaction**" means DuitNow QR payment instruction that is made wrongly or incorrect in the following circumstances:-

(a) transactions are directed to wrong recipients, contains incorrect recipient's reference, carries the wrong amount or is duplicated, contains errors in the payment instruction resulting in payments being debited from the wrong Buyer;

(b) transactions that contain incorrect QR code or reference number with wrong amount.

"Merchant" means business registered with Companies Commission of Malaysia, sole-proprietors and partnerships, government agencies, statutory bodies, societies, and other similar entities.

"**Mistaken Payment Transaction**" means a payment instruction to a Merchant for an amount which is not in accordance to the payment instruction or contain errors in the payment instruction resulting in payments being debited from the wrong Buyer, containing incorrect QR code or reference number with the wrong amount, being duplicated or being not completed or failed.

"Participant" means banks and non-banks that have been granted approval to access the DuitNow QR service to enable clearing and settlement of DuitNow QR transactions.

"Personal Data" means any information in respect of commercial transactions that relate 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.

"Static QR" means a QR code displayed by Merchant which requires the payer/buyer to enter the amount of the payment.

"Terms and Conditions" means these terms and conditions governing the use of DuitNow QR Service.

"**Unauthorised Transaction**" refers to the following circumstance:-

(a) a payment initiated or generated by parties that are not authorised to make those payment;

(b) a payment which has been induced by dishonest or fraudulent means.

"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 is utilizing the DuitNow QR Service offered by us.

1. Introduction

1.1 These Terms and Conditions shall apply to and regulate your use of the DuitNow QR Service offered by us and it is important that you read and understand these Terms and Conditions before using the DuitNow QR Service. If you use the DuitNow QR Service, you are deemed to have read, understood and accepted these Terms and Conditions.

1.2 These Terms and Conditions shall be read together with:-

(a) the UOB Business Internet Banking Service Agreement; and

(b) the Terms and Conditions Governing Non-individual Current and Savings Account,

(collectively referred to as "Other Terms").

If there is any discrepancy or inconsistency between these Terms and Conditions and the Other Terms, these Terms and Conditions shall prevail for matters in relation to DuitNow QR Service.

1.3 The DuitNow QR Service allows you to receive payments made by scanning the QR code from us, other bank and non-bank participants whose application supports DuitNow QR.

2. DuitNow QR Service

2.1 Before you are able to receive any payments through DuitNow QR Services, you must first have an account with us and register your DuitNow QR service.

2.2 You shall ensure that you enter the correct and complete details and particulars required during DuitNow QR registration. You are responsible for the accuracy of the information on the DuitNow QR code prior to receiving any payments.

2.3 You may have to pay fees and charges for the use of the DuitNow QR Service. The current rates on fees and charges will be made available to you at our official website at www.uob.com.my or upon your request. We may, from time to time, impose, vary or revise any fees and charges imposed on the use of DuitNow QR Service by giving twenty-one (21) days' prior notice.

2.4 We will notify you on the status of each successful, failed or rejected DuitNow QR transaction through any communication channels as selected by you.

2.5 You acknowledge and agree that we 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 we shall not be liable for payments to such registered recipient even if such person is not the intended recipient.

3. Merchant's Obligation

3.1 You shall use the DuitNow QR service responsibly and in accordance with applicable terms and conditions and not use it for any unlawful, illegal or unauthorized activity.

3.2 You shall not license or assign the use of DuitNow QR service or brand to another third party. You shall comply with the designated DuitNow QR branding and specifications at all times.

3.3 Prohibited Activities

You have a duty to ensure the information provided and activities performed through DuitNow

QR service shall include but not limited to the following:

a) be inaccurate, deceiving or misleading;

b) be fraudulent or involve in the sale of counterfeit, illegal or stolen goods;

c) be used for cash disbursement or issuing a cheque to buyer;

d) infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of privacy;

e) violate any Malaysian law, statute, ordinance or regulation;

f) be related to any unlawful or illegal activities;

g) be obscene or contain pornography.

4. Payment by Bank

4.1 Upon the agreement of your compliance with Clause 3 and these Terms and Conditions, we shall effect payment to you for the amount of successful payment transactions accepted by us. The payment will be credited to your account and any fee and charges for the use of the DuitNow QR Service (or such other fee as may be agreed upon by the parties and which has and shall be notified in writing by the Bank to you) will be debited from the same account.

4.2 All payments made by the Bank to you in respect of the Payment Transactions shall be in Ringgit Malaysia (RM).

4.3 Payment by us to you shall not constitute confirmation that the Payment Transactions are accepted according to these Terms and Conditions or free of discrepancies, irregularity or any violation. We reserve the right at its absolute discretion to claim back from you any erroneous payments or extra payments made to you including penalties payable to PayNet and/or any other payment due to the Bank, and such sum of moneys may be refunded or repaid to us on demand by debiting your account or we exercising its right to set-off or by raising a claim on you or by any other means, as we shall deem fit. Any payment due from you to us may be recovered on demand by way of the methods stipulated herein or provided by law.

4.4 You shall carry out reconciliation on a daily basis reconcile with the daily report from us. If there are any discrepancies or inaccuracies of any entries in the statement of account, you shall inform us in writing as soon as reasonably practicable but no later than fourteen (14) calendar days from the date of the Payment Transactions stated on the Sales Draft together with all other supporting documentation required by us, failing which, you shall be deemed to have accepted the entries contained in the statement of account and we shall not be liable for any loss or damage incurred or suffered by you arising as a consequence of the discrepancies or inaccuracies of any entries in the statement of account.

4.5 In the event we are unable to effect the payment to your account due to your account being invalid, inactive or closed, we shall not be liable in any manner for the delay in payment.

5. Dispute Handling

You acknowledge that should there be any disputes between you and the buyer, the settlement of

such dispute shall be between you and the buyer. Should the dispute remain unresolved and is further escalated by the Buyer, clause 6 will come into effect.

6. Charge-back and Non-Payment by the Bank

6.1 You hereby agree that we shall be entitled to exercise its right at any time we deem fit to refuse any payment to you where payment has been made by the Bank, to debit from and chargeback to your account the full Payment Transaction amount and/or set off against any payment due to you in any of the following circumstances:-

a) The Payment Transaction did NOT comply with and/or breached the requirements set out in Clause 3;

b) The Payment Transaction was completed using DuitNow QR code that is NOT approved or authorised by us for use by you;

c) The Payment Transaction was completed or prepared using either an invalid DuitNow QR Code or a forged or counterfeited DuitNow QR Code or by any other fraudulent means and/or a Payment Transaction NOT entered into nor authorised by the Buyer and/or the Payment Transaction that has been disputed by the authorised Buyer and/or the Payment Transaction that has been discovered to be illegal;

d) You fail to deliver to us or for any reason whatsoever refuses or neglects to produce the copy of proper documents evidencing the Payment Transaction, copies of which we have requested in accordance within 7 business days;

e) The Payment Transaction involved is a cash disbursement or cash refund;

f) The buyer has repudiated or rescinded the contract with you and has requested refund for the amount on the Transaction Documents for any reason whatsoever;

g) Where (for whatsoever reasons) you have been paid more than once for the same Payment Transaction;

h) Your DuitNow QR Services is terminated by the Bank for any reason whatsoever.

7. Erroneous Transaction

7.1 You shall assist us with the investigation of Erroneous Transaction, and shall make necessary refund(s) to the Buyer or Buyer Bank, in the event that it is found that you are responsible for such Erroneous Transaction.

7.2 For any Erroneous Transaction which is caused by you, we will not refund any fees and charges which have been charged for the Erroneous Transaction.

8. Unauthorised Transaction

8.1 We shall inform you upon receiving a request to recover any unauthorized or fraudulent funds that have been credited to your account. You must facilitate the recovery of funds and shall:

(a) furnish us with the necessary information or documents to investigate the fraud;

(b) pay to us or debit from your account the full amount that has been fraudulently credited to your account in the event we have upon investigation concluded that the transaction involved is fraudulent.

8.2 For any Unauthorised Transaction, we will not refund any fees and charges which have been charged for the Unauthorised Transaction if we are satisfied upon investigation that the Unauthorized Transaction did occur and was not caused by you.

9. Data Protection

In addition and without affecting the data protection and disclosure of information clause in the Other Terms:-

9.1 You agree that the Privacy Notice issued by us (which is available at our branches as well as at our website at www.uob.com.my) shall be deemed to be incorporated by reference into these Terms and Conditions;

9.2 You acknowledge that when you use the DuitNow QR Service, you agree that we can disclose any information or document relating to you, any third party and the transaction to DuitNow QR Operator, the Buyer Participant and any other person as stated in the disclosure clause in the Other Terms for the purpose of facilitating the use of the DuitNow QR Service or such other purposes as stated in the Other Terms.

9.3 You acknowledge that if any information or document relating to the transaction performed through DuitNow QR Service is not disclosed to the DuitNow QR Operator, the Buyer Participant, it will not be possible for us to process your request for any payment through DuitNow QR Service or for you to use the DuitNow QR Service.

10. Liability and Indemnity

10.1 You acknowledge and agree that, unless expressly prohibited by mandatory laws, we and the DuitNow QR Operator shall not be liable to you 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 us or the DuitNow QR Operator arising from:-

(a) your negligence, misconduct or breach of any of these Terms and Conditions;

(b) any failure, delay, error or non-transmission of funds due to system maintenance, breakdown or non-availability of any of the DuitNow QR Operator's and/or our network, software or hardware; or

(c) the suspension, termination or discontinuance of the DuitNow QR Service

10.2 You shall indemnify, defend and hold Us, our 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 you including but not limited to your negligence, misconduct or breach of any of these Terms and Conditions.

10A. **Representations on Financial Crime**

10A.1 We shall be entitled to take all actions we consider appropriate in order for us to meet any obligation or requirement, either in Malaysia or elsewhere, in connection with the detection, investigation and prevention of financial crime including fraud, money laundering, terrorism financing, bribery, corruption, or tax evasion or the enforcement of any economic or trade sanction ("Financial Crime").

10A.2 You understand and agree that if any activities, conduct or circumstances you are involved in (directly or indirectly) may expose us to legal or reputational risk, or actual or potential regulatory or enforcement actions, we shall at any time, without giving any reason or notice to you, have the right to immediately:-

(a) close all accounts and terminate all services you have with us;

(b) delay, block or refuse the making or clearing of any payment, the processing of instructions or the application for services or the provision of all or part of the services;

(c) terminate and/or recall any or all advances or loans, credit or other financial or banking facilities (committed or uncommitted), accommodation, financial assistance or services and demand repayment of all sums outstanding;

(d) make reports and take such other actions as we may deem appropriate; or

(e) exercise all our rights stated in Clause 11.

10A.3 You undertake that you will not initiate, engage in or effect a transaction (directly or indirectly) that may involve Financial Crime and agree to hold us harmless, indemnify us and keep us indemnified from and against any and all liabilities, claims, obligations, losses, damages, penalties, actions, judgments, suits, costs (including, but not limited to, legal costs on a full indemnity basis), expenses and disbursements of any kind whatsoever which we may suffer or incur in connection with or arising from any breach by you of this undertaking.

10A.4 You represent and warrant that you and/or any Associated Party, or to your knowledge, any director, shareholder, partner, officer, agent, employee or other person acting on your behalf or any of the Associated Party has not engaged in any activity or conduct or has not taken any action, directly or indirectly, that would violate any applicable anti-bribery and anti-corruption law, including but not limited to, the Malaysian Anti-Corruption Commission Act 2009 (the "MACCA"), the United Kingdom Bribery Act 2010 (the "UK Bribery Act") and the U.S. Foreign Corrupt Practices Act of 1977 (the "FCPA"). You further represent and warrant that you, and to your knowledge, the Associated Party are in compliance with the MACCA, the UK Bribery Act, the FCPA and similar laws, rules or regulations and have in place policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

For the purpose of this clause, "Associated party" means any of the following:

(a) your director;

(b) your shareholder;

(c) a company of which any of your directors is a director or a shareholder;

(d) a company of which any of your shareholders is a shareholder or a director;

(e) your parent or holding company;

(f) your subsidiary company;

(g) a company of which you are directly or indirectly a shareholder;

(h) a partnership of which you are a partner;

(i) a sole-proprietorship of which you are a proprietor; (j) a company of which you are a director.

11. Suspension and Termination of DuitNow QR Service

11.1 Upon occurrence of any of the following circumstances, the DuitNow QR Operator or we may immediately suspend your access to the DuitNow QR Service including but not limited to the ability of any of your account(s) maintained with us to receive funds through DuitNow QR Service:-

(a) If we suspect or have reason to believe that you, your DuitNow QR service and/or your Account maybe involved in any fraudulent, money-laundering or illegal activity(ies);

(b) If we suspect or have reason to believe that your DuitNow QR Service which is linked to Islamic Account and/or your Islamic Account may be involved in any Shariah non-compliant activity(ies);

(c) If an investigation by the police, authorities or regulators is pending, on-going or threatened against you; and

(d) 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.

(e) the DuitNow QR Operator has determined that you are inactive in DuitNow QR Service, after a period of 12 consecutive months in which you do not receive any payment transaction.

11.2 You acknowledge that we may, at any time, terminate your use of the DuitNow QR Service with us or discontinue the DuitNow QR Service subject to prior notice to you, which includes, but not limited to:

(a) these Terms and Conditions between you and us are terminated or have expired;

(b) you have breached these Terms and Conditions, the applicable rules, guidelines, regulations, circulars, directives or laws related to DuitNow QR that may or may not be communicated to you by us;

(c) you fail to remedy or take adequate steps to remedy its default under this Terms and Conditions to our satisfaction or the DuitNow QR Operator, as the case maybe, within the timeframe specified by us and at its discretion;

(d) you have inadequate operational controls or insufficient risk management processes resulting in potential threats to the stability, integrity, safety and efficiency of DuitNow

QR;

(e) court order(s) which affects yours or our membership and /or legal status; - Directive(s) issued by regulatory or government authority affecting yours or our membership and/or legal status;

(f) your insolvency such as but not limited to you being declared bankrupt or financially insolvent;

(g) our membership in this DuitNow QR has been terminated or suspended by the DuitNow QR operator and you have not appointed a replacement for us;

(h) The DuitNow QR operator has determined that you are inactive or you are deemed inactive meaning that there are no DuitNow QR transactions for a period of 12 consecutive months.

12. General

12.1 All costs and expenses including legal costs, charges and expenses incurred by us in connection with these Terms and Conditions, the use of DuitNow QR Service, 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.

12.2 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 shall continue to be effective and in force and is not to be affected in any way by the invalid or unenforceable provision.

12.3 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 unless it is due to our wilful misconduct or gross negligence.

12.4 You acknowledge that we have the right to change, vary or modify these Terms and Conditions by providing you with thirty (30) days' notice in such manner as we deem fit and you agree to be bound by such terms and conditions as cancelled or revised or modified.

12.5 These Terms and Conditions will be binding upon your heirs, personal representatives and successors-in-title.

12.6 These Terms and Conditions are governed by and shall be construed in accordance with the laws of Malaysia. You agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.