



Appendix A: DuitNow Online Banking/Wallets Terms and Conditions

These Terms and Conditions serves as a guide for Participants and may be customized in accordance with the Participant's existing policies/terms on data privacy, internet/mobile banking or any other electronic banking services ("Policies") that it has with its Payers. Participants shall ensure that their existing Policies captures the essence of these Terms and Conditions and that any additional and customized clauses do not in any way contradict, dilute or detract from the actual intention of these Terms and Conditions.

In these DuitNow Online Banking/Wallets Terms and Conditions ("Terms"), references to "You", "Your" and "Yours" refer to United Overseas Bank (Malaysia) Bhd's customer who is utilising the DuitNow Online Banking/Wallets Service and has an account with United Overseas Bank (Malaysia) Bhd and references to "We", "Our", "Ours" and "Us" refer to United Overseas Bank (Malaysia) Bhd.

Definitions

"Account" means an e-money account offered by issuers of e-money and all types of deposit accounts offered by banks, except for fixed deposit accounts. This shall include, but is not limited to, all types of conventional and/ or Islamic savings accounts, current accounts, investment accounts, virtual internet accounts 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 a public holiday or bank holiday in Kuala Lumpur.

"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 a means of making payment to any person other than the issuer of e-money.

"Merchant" means Merchant registered as per onboarding form.

"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.



1. Introduction

- 1.1 These Terms apply to and regulate your use of the DuitNow Online Banking/Wallets service offered by us. The DuitNow Online Banking/Wallets service allows you to initiate payment instruction from your designated United Overseas Bank (Malaysia) Bhd's Account and/or e-Wallet to a Merchant.
- 1.2 The DuitNow Online Banking/Wallets service offered by us is part of the Electronic Banking/E-Money Services, and accordingly these Terms are in addition to and shall be read in conjunction with the UOB Business Internet Banking Service Agreement.

2. DuitNow Online Banking/Wallets Service

- 2.1 If you wish to initiate payment instruction via DuitNow Online Banking/Wallets, at the Merchant web and/or mobile device, select an Account and/or e-Wallet to be used by United Overseas Bank (Malaysia) Bhd for deduction of funds for payments made via DuitNow Online Banking/Wallets. United Overseas Bank (Malaysia) Bhd's mobile application also enables you to initiate payment instruction at the Merchant or on a mobile device.
- 2.2 You are responsible for ensuring that the transaction amount displayed on your mobile application screen is correct prior to confirming the transaction. The transaction amount displayed via the Merchant shall be deemed by United Overseas Bank (Malaysia) Bhd to be correct upon your confirmation of the transaction. United Overseas Bank (Malaysia) Bhd is under no obligation whatsoever to verify that the amount paid by you matches with the Merchant's amount.
- 2.3 We will notify you on the status of each successful, failed or rejected DuitNow Online Banking/Wallets transaction via any of our available communication channels chosen by you.
- 2.4 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 Merchant is the intended party to receive the funds, and we shall not be liable for transferring the funds to such Merchant or Recipient even if such person is not the intended party.
- 2.5 Pursuant to Clause 2.4 above, you agree that once a DuitNow Online Banking/Wallets transaction is confirmed, it will be deemed irrevocable and you will not be able to cancel, suspend or perform any changes to that DuitNow Online Banking/Wallets transaction.

3. Recovery of Funds

- 3.1 You have rights in relation to the investigation and recovery of mistaken payments, erroneous payments and unauthorised or fraudulent DuitNow Online Banking/Wallets transactions made from your Account.

4. Erroneous/Mistaken DuitNow Online Banking/Wallets Transaction

- 4.1 If you realise that you have made an erroneous DuitNow Online Banking/Wallets transaction, you may request for recovery of the funds within ten (10) Business Days from the date the Erroneous Transaction was made and we will work with the affected Merchant's bank to return the said funds to you 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 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 you.
- 4.3 Requests to recover funds after (7) months from the date of the Erroneous 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 you within one (1) Business Day.

5. Unauthorised or Fraudulent DuitNow Online Banking/Wallets Transaction

- 5.1 For any DuitNow Online Banking/Wallets transaction which is not authorised by you or which are fraudulent, we will, upon receiving a report from you alleging that an unauthorised or fraudulent DuitNow Online Banking/Wallets transaction was made, remit the funds back to you provided that the following conditions are met:
 - 5.1.1 We shall conduct an investigation and determine within fourteen (14) calendar days (together with your evidence and supporting documents, if so required), if the unauthorised or fraudulent payment did occur; and
 - 5.1.2 If we are satisfied that the unauthorised or fraudulent payment Instruction did indeed occur and was not caused by you, we shall initiate a reversal process whereby all debits posted to Your account arising from the unauthorised or fraudulent Payment Instruction would be reversed.

6. Liability and Indemnity

- 6.1 You acknowledge and agree that, unless expressly prohibited by any laws or regulations, we and the DuitNow Online Banking/Wallets Owner and 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 Online Banking/Wallets service offered by us arising from:



- 6.1.1 Your negligence, misconduct or breach of any of these Terms;
 - 6.1.2 Insufficient funds in your Account for us to process the DuitNow Online Banking/Wallets transaction;
 - 6.1.3 You have exceeded your daily transfer limit;
 - 6.1.4 Any payment instruction given or purported to be given by you;
 - 6.1.5 Any erroneous transfer of funds by you, including any transfer of funds to the wrong Merchant or wrong third party; or
 - 6.1.6 The suspension, termination or discontinuance of the DuitNow Online Banking/Wallets Service.
- 6.2 You shall indemnify and keep us, our affiliates, and the DuitNow Online Banking/Wallets Owner and Operator fully indemnified from and against any loss or damage suffered due to any claim, demand or actions brought against us and the DuitNow Online Banking/Wallets Owner and Operator resulting from any negligent and/or fraudulent act to these Terms by You.

7. General

- 7.1 We reserve the right to revise at any time, such charges for the use of the DuitNow Online Banking/Wallets Service, by providing you with thirty (30) days written notice. Such revisions shall take effect from the date stated in the notice. Where you continue to access or use the DuitNow Online Banking/Wallets service after such notification, you shall be deemed to have agreed to and accepted such revisions to such charges.
- 7.2 You acknowledge that we may terminate your use of the DuitNow Online Banking/Wallets Service with us for any reason, with prior written notice.
- 7.3 You acknowledge that we have the right to change, restrict, vary, suspend or modify these Terms by providing you with thirty (30) days' notice in such manner as we deem fit.
- 7.4 You consent to the collection, use and disclosure of your Personal Data (as defined under the Personal Data Protection Act 2010) (including contact details) by us, our affiliates, our service providers and the DuitNow Online Banking/Wallets Owner and Operator as required for the purposes of the DuitNow Online Banking/Wallets Service.
- 7.5 These Terms are governed by and shall be construed in accordance with the laws of Malaysia and all parties agree to submit to the jurisdiction of the courts of Malaysia.

STANDARD MERCHANT TERMS

Note to Crediting Participants (the notes in this box should NOT be included in this Agreement):

- 1) The clauses in Part 1 (Clause 1 until Clause 11) must be incorporated into the Merchant Agreement between Crediting Participants and the Merchants.
- 2) Crediting Participants may customize clauses in Part 2 (Clause 12 until Clause 17) to reflect their own requirements and procedures in this Agreement. However, Crediting Participants must ensure that the principles reflected in these clauses are reflected in their Agreement with the Merchants.
- 3) Crediting Participants may include additional terms in their Merchant Agreement, if such additional terms do not affect the clauses provided in the Standard Merchant Term ("this Agreement").

Definition

"Account" means an e-money account offered by issuers of e-money issuer and all types of banking accounts offered by banks, except for fixed deposit accounts. This shall include, but is not limited to, savings accounts, current accounts, Wadiah accounts, Mudharabah accounts, virtual internet accounts. Additionally, means all line of credit accounts tied to payment cards where transaction is made for bill.

"Crediting Participant" means United Overseas Bank (Malaysia) Bhd. (Reg. No. 199301017069 [271809-K]).

"Beneficiary of Fraud" means party who ultimately benefits from the unauthorised/fraudulent payment.

"Merchant" means [Insert name of Merchant with Company No.]

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

"Debiting Participant" means banks and e-money issuer participating in RPP where the Payer maintains Account(s)

"Payer" means individuals, companies, body corporates, businesses (including sole proprietors and partnerships), government agencies, statutory bodies, societies and other Customers who transfers funds via DuitNow Online Banking/Wallets service

"Recipient" means individual or government agencies, statutory bodies, companies, body corporates, businesses, (including sole proprietors and partnerships) societies, charities and other entities who receives funds via DuitNow Online Banking/Wallets service.

"DuitNow Brand" means Brand, icon, logo, trademark and service mark for the DuitNow Online Banking/Wallets.

"DuitNow Online Banking/Wallets Owner & Operator" means Payments Network Malaysia Sdn. Bhd. (Company No.: 200801035403 [836743-D])

"Unrecoverable Loss" means portion of funds transferred and credited to the wrong party due to erroneous/mistaken payments or unauthorised/fraudulent payments that cannot be retrieved after Participants have exhausted the recovery of funds process

1. DuitNow Online Banking/Wallets Service

- 1.1 United Overseas Bank (Malaysia) Bhd is a Participant of the DuitNow Online Banking/Wallets service (hereinafter referred to as “the Crediting Participant”) and (*insert name of company*) is a registered Merchant under the DuitNow Online Banking/Wallets service.
- 1.2 In consideration of the fees paid to the Crediting Participant, the Crediting Participant agrees to facilitate the participation of the Merchant in the DuitNow Online Banking/Wallets service in accordance with this Agreement.
- 1.3 The Merchant hereby agrees to observe all the Overlay Service Procedures for DuitNow Online Banking/Wallets issued by the DuitNow Online Banking/Wallets Owner and Operator which is applicable to the Merchant as reflected in this Agreement including any future revisions which will be communicated by the Crediting Participant to the Merchant.

2. PAYMENT TYPE

- 2.1 The Merchant shall accept payments that draw funds from CASA, e-money and/or Line of Credit Accounts.

3. OBLIGATIONS OF MERCHANT

- 3.1 The Merchant shall, at all times comply with the Consumer Protection Act 1999, as the Merchant is prohibited to use misleading and deceptive conduct, false misrepresentation and unfair claims in selling their products or services.
- 3.2 The Merchant shall not be involved or engaged in business activities that contravene the Laws of Malaysia.
- 3.3 The Merchant is prohibited from re-selling or acquiring any other sub-merchant(s) into the DuitNow Online Banking/Wallets service or acting as merchant aggregators for other merchant(s), without the prior written consent of the DuitNow Online Banking/Wallets Owner and Operator and Crediting Participant.
- 3.4 The Merchant must ensure that it has and maintains adequate procedures and systems for receiving and processing prompt payment confirmation received from RPP Host and promptly and correctly updates the payment status as well as to ensure that its obligations are fulfilled to the Payer’s satisfaction.
- 3.5 The Merchant shall ensure that display of Participating Banks at the Merchant’s web portal and/or mobile application must be in accordance with the DuitNow Online Banking/Wallets integration guideline.

- 3.6 The Merchant shall take all possible measures to ensure that Payers' Internet and/or Mobile Banking security credentials used in the course of a transaction at the Merchant's website and/or mobile application are always safeguarded and is never exposed to any other party except the relevant Debiting Participants:
- i. The Merchant shall not intercept, capture or store Payers' Internet and/or Mobile Banking security credentials;
 - ii. The Merchant shall not facilitate or allow the interception, capturing or storage of Payers' Internet and/or Banking security credentials; and
 - iii. The Merchant shall not through its action or omission, risk the exposure of the Payers' Internet and/or Mobile Banking security credentials to any party.
- 3.7 The Merchant shall ensure the confidentiality, integrity and security of Payers' information entered at the Merchant's website and/or mobile application.
- 3.8 The Merchant must not make any warranties or representations in respect of goods or services supplied which may bind the Crediting Participant, DuitNow Online Banking/Wallets Owner and Operator, Debiting Participant or any other Participants in the DuitNow Online Banking/Wallets service.
- 3.9 The Merchant must establish and maintain a fair policy for resolving Payers' disputes and/or claims.
- 3.10 Merchant shall ensure that their use of and conduct within PayNet's Developer Portal which includes Application Programming Interfaces ('APIs'), a sandbox environment, tools, content and intellectual property rights is in accordance with the Terms of Use for the PayNet's Developer Portal.
- 3.11 The Merchant who has been granted a non-transferable license to use the DuitNow Brand shall not license or assign the said right to use to any other third party. The Merchant shall comply with the DuitNow Brand Guidelines at all times.
- 3.12 For the purpose of **Clause 3.11**, the Merchant will be liable for any claims, damages and expenses arising out of or caused to arise from misuse or unauthorised usage of the DuitNow Brand. In the event of such breach, the Merchant sub- licensed rights of using the DuitNow Brand shall be revoked and ceased immediately, whereupon this Agreement shall be terminated accordingly. Upon termination, **Clause 10.4** shall apply accordingly.
- 3.13 The Merchant shall consent and allow the Crediting Participant to disclose its information to the DuitNow Online Banking/Wallets Owner and Operator, as may be reasonably required for the purpose of and in connection with providing the DuitNow Online Banking/Wallets service.
- 3.14 The Merchant shall notify the Crediting Participant immediately if it becomes aware of any non-compliance or potential non-compliance of to this Agreement or the Overlay Service Procedures for DuitNow Online Banking/Wallets which is applicable to the Merchant as reflected in this Agreement.
- 3.15 The Merchant shall ensure each transaction that is sent to DuitNow Online Banking/Wallets for processing has a unique payment reference number.



- 3.16 The Merchant shall ensure that their customers are aware that payments can be made via DuitNow Online Banking/Wallets.
- 3.17 Merchants shall raise awareness and promote the use of DuitNow Online Banking/Wallets through the Merchant's websites, mobile application, and other means of communications.
- 3.18 Ensure that Merchant's use of and conduct within PayNet's Developer Portal which includes Application Programming Interfaces ('APIs'), a sandbox environment, tools, content and intellectual property rights is in accordance with the Terms of Use for the PayNet's Developer Portal.
- 3.19 **Clause 3.7**, **Clause 3.9** and **Clause 3.12** herein shall survive termination of this Agreement. Termination does not affect either party's rights accrued and obligations incurred before termination.

4. OBLIGATIONS OF CREDITING PARTICIPANT

- 4.1 Upon receiving successful debit confirmation, Crediting Participant shall immediately credit and make funds available to the Merchant's account, or in a manner as agreed upon by the Crediting Participant and Merchant.
- 4.2 Crediting Participant must make payment in full to the Merchant and shall not deduct any fees from the payment proceeds due to a Merchant, except for situations where the Merchant has specifically agreed in writing that DuitNow Online Banking/Wallets fees shall be deducted from payment amount.
- 4.3 Crediting Participant shall refund transaction fees to the Merchant if fees are incurred due to Payer's disputes that are not caused by the Merchant. However, if the Merchant opts to partially refund overpayments to Payers, the Merchant shall bear the transaction fees for executing the refund.
- 4.4 Crediting Participant shall implement reasonable measures to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected.

5 GOODS AND/OR SERVICES DELIVERY

- 5.1 Upon receiving final payment confirmation from RPP Host, the Merchant shall immediately update the Payer's payment and proceed to arrange for the delivery of the goods or services purchased by the Payer. Merchant is responsible to ensure that the goods or services purchased are rendered to the Payer within the duration as stated in the Merchant's website and or mobile application.

6 FRAUD AND SECURITY

- 6.1 Merchants shall implement all prudent safeguards and controls necessary to prevent, detect and mitigate fraud, as well as to protect their customers, services and transactions from fraud.
- 6.2 Merchants shall also comply with all applicable laws of Malaysia in relation to fraud related matters.

- 6.3 In the interest of safeguarding the integrity of the DuitNow Online Banking/Wallets service, Merchants grant the DuitNow Online Banking/Wallets Owner and Operator and/or the Crediting Participant the absolute authority to direct Merchants to take any measure that the DuitNow Online Banking/Wallets Owner and Operator and/or the Crediting Participant deems necessary to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected. Merchants receiving such a directive shall promptly comply with the directive.

7 PAYER'S DISPUTES/CLAIMS

- 7.1 The Merchant shall assist the Crediting Participant with investigation related to Payer's disputes and requests for refunds in accordance with the following process and timelines:

- 7.2 If a valid request to recover funds was received by the Merchant within sixty (60) days of the Payer's payments, the Merchant shall address the Payer's disputes / claims to the Payer's satisfaction.

- 7.2.1 Payers may submit requests for refunds to their Merchants for the following reasons after the payments have been made:

- i. Goods or services purchased were not provided or rendered due to the Merchant's non-performance or insolvency;
- ii. Goods purchased were damaged or defective;
- iii. Goods purchased not as described or as advertised by the Merchants;
- iv. Goods purchased were not genuine, counterfeit or fake; or
- v. Payers' bank accounts were erroneously debited multiple times for a single purchase or charged an incorrect amount by Merchants.

- 7.2.2 Upon receiving a request for refund, the Merchant shall respond to all requests for refunds within seven (7) Business Days of receipt. The Merchant shall ensure that the refund claims are addressed within the seven (7) Business Days timeframe.

- 7.3 The Merchant may provide concrete evidence to contest the refund claim. Evidence may include proof of delivery, certification from suppliers on the authenticity of goods, or other documentation to demonstrate the Merchant's performance of its obligations. If the Merchant is unable to furnish evidence within the timeframe specified in **Clause 7.2.2** or the evidence does not conclusively¹ refute the Payer's refund claim, the Merchant is required to refund the purchase proceeds to the Payer within three (3) Business Days.

¹Evidence furnished by a Merchant to refute a refund claim is deemed to be sufficient if both the Debiting Participant and the Counterparty are fully satisfied that the Merchant has adequately demonstrated that the Merchant has performed its obligations.

- 7.4 If the Merchant is not able to adequately refute a refund claim in accordance with **Clause 7.3**, the Crediting Participant shall have the right to debit any of the Merchant's account(s) maintained with the Crediting Participant for the recovery of the disputed sum either entirely or partially.



8 DISPUTE RESOLUTION

- 8.1 Merchants shall have the right to refer their disputes to the DuitNow Online Banking/Wallets Owner and Operator if there is an allegation of the Crediting Participant's non-compliance to the obligations set out in this Agreement and the Overlay Service Procedures. The DuitNow Online Banking/Wallets Owner and Operator will review such complaints and allegations, but such review will be confined to:
- 8.1.1 Determination whether there has been non-compliance by the Crediting Participant;
 - 8.1.2 Stipulating remedies for the Crediting Participant to correct or address the non-compliance; and
 - 8.1.3 Determination if penalties are applicable for the Crediting Participant's non-compliance.
- 8.2 All decisions rendered by DuitNow Online Banking/Wallets Owner and Operator in response to complaints from Merchants shall be binding on the Crediting Participant.
- 8.3 Referring allegations of non-compliance to DuitNow Online Banking/Wallets Owner and Operator does not preclude the right of Merchants to take the dispute to the respective industry arbitration or mediation bodies.

9 INDEMNITY

- 9.1 Subject to the Crediting Participant and Merchant's (hereinafter referred to as "party" or "party's") compliance with **Clause 9.3**, each party ("Indemnifying Party") agrees to indemnify and hold the other party and its employees and agents harmless against and from any and all losses, expenses, claims, suits, demands, actions, and proceedings including all reasonable legal and other related fees or charges ("Liability") which the other party may suffer or incur or for which the other party may become liable as a result of:
- 9.1.1 Any negligence, misrepresentation or fraud on the part of the indemnifying party, its employees, and agents with respect to the performance of its obligations or the exercise of any of its rights under this Agreement;
 - 9.1.2 Any claim by a Payer, Crediting Participant, Debiting Participant, DuitNow Online Banking/Wallets Owner and Operator or any other person for any breach by the Indemnifying Party of any applicable laws;
 - 9.1.3 The failure of the Indemnifying Party to observe any of its obligations under this Agreement; or
 - 9.1.4 Any use of the DuitNow Brand by the Indemnifying Party other than as permitted by this Agreement.
 - 9.1.5 Except to the extent that such liability arises or is incurred by the other party by reason of any act or omission on its part mentioned in **Clause 9.1.1 to 9.1.4**.

- 9.2 In the event a claim is made against a party in respect of which it is entitled to be indemnified pursuant to **Clause 9.1**, that party must:
- a) Give written notice of any such claim to the other party;
 - b) Consult with the other party in relation to any such claim; and
 - c) Not to settle any claim without obtaining the prior written consent of the other party, such consent not to be unreasonably withheld.
- 9.3 The Crediting Participant is not liable to the Merchant for any loss or damage suffered by the Merchant as result of the delay or disruption caused by any system failure beyond the Crediting Participant's reasonable control or any other breach which is due to or arising from the negligence or willful misconduct on the part of the Merchant.
- 9.4 For the purposes of this clause, loss or damage includes any consequential or economic loss or damage.

10 SUSPENSION & TERMINATION

Suspension

- 10.1 The DuitNow Online Banking/Wallets Owner and Operator or the Crediting Participant, as the case maybe, reserves the right to suspend the participation of the Merchant in the DuitNow Online Banking/Wallets service by giving notice in writing specifying the suspension date and any conditions applicable to the suspension, under the following circumstances:
- 10.1.1 DuitNow Online Banking/Wallets Owner and Operator or the Crediting Participant has determined that the Merchant breached this Agreement or any applicable rules, guidelines, regulations, circular or laws;
 - 10.1.2 The Merchant fails to remedy the breach described in **Clause 10.1.1** to the Crediting Participant's satisfaction;
 - 10.1.3 DuitNow Online Banking/Wallets Owner and Operator or the Crediting Participant has determined that the Merchant has inadequate operational controls or insufficient risk management processes, resulting in potential threats or risks to the stability, integrity, safety, security and efficiency of the DuitNow Online Banking/Wallets service;
 - 10.1.4 Court order(s) or any litigation proceedings or regulatory action or investigation from authority affecting the Merchant's membership in the DuitNow Online Banking/Wallets service and/or the legal status of the Merchant;
 - 10.1.5 Directive(s) issued by regulatory or government authority affecting the Merchant's membership in the DuitNow Online Banking/Wallets services and/or its legal status;
 - 10.1.6 An application is made to the court either voluntarily or involuntarily for an order that the Merchant be wound up or the Merchant is involved in liquidation or under receivership or being placed under judicial management (which shall include the proceeding commenced against the Merchant);
 - 10.1.7 The Merchant is deemed unable to pay its debt and should be wound up under statutory laws;

- 10.1.8 The Merchant is suspected on reasonable grounds that it is facilitating, involved in, has committed or will commit fraudulent act(s) in connection with the DuitNow Online Banking/Wallets service;
 - 10.1.9 The Crediting Participant has received complaints from other Merchant(s), other Crediting Participant(s), Debiting Participant or Payer that the Merchant is engaging in fraudulent activity in connection with the DuitNow Online Banking/Wallets service; or
 - 10.1.10 The Merchant has been suspended from the DuitNow Online Banking/Wallets service by other Crediting Participant(s) due to breach of provisions of this Agreement or any applicable rules, guidelines, regulations, circular or law.
- 10.2 Upon suspension of the Merchant in the DuitNow Online Banking/Wallets services:
- 10.2.1 The services provided will be suspended immediately;
 - 10.2.2 The Merchant must take all reasonable steps to assist the Crediting Participant to notify each Payer affected by the action that the Merchant is no longer participating in the DuitNow Online Banking/Wallets service, in the form directed by the Crediting Participant;
 - 10.2.3 The Merchant must cease all promotional and advertising that is related or can be perceived to be related to DuitNow Online Banking/Wallets service;
 - 10.2.4 The Merchant must remove all DuitNow Brand from the Merchant's marketing collaterals, channels and website; and
 - 10.2.5 The Merchant must take all reasonable steps to comply with any directions of the Crediting Participant to minimise the impact on Payer of the suspension.

Termination

- 10.3 DuitNow Online Banking/Wallets Owner and Operator or the Crediting Participant, as the case maybe, reserves the right to terminate the services provided under this Agreement or the DuitNow Online Banking/Wallets service under the following circumstances, which includes, but not limited to:
- 10.3.1 This Agreement between the Merchant and the Crediting Participant is terminated or expired;
 - 10.3.2 The Crediting Participant or the DuitNow Online Banking/Wallets Owner and Operator has determined that the Merchant has breached this Agreement or any applicable rules, guidelines, regulations, circulars or laws;
 - 10.3.3 The Merchant fails to remedy or take adequate steps to remedy its default under this Agreement to the satisfaction of the Crediting Participant or the DuitNow Online Banking/Wallets Owner and Operator, as the case maybe, within a time period as specified in the notice of the default given by the Crediting Participant;



- 10.3.4 The DuitNow Online Banking/Wallets Owner and Operator or the Crediting Participant has determined that the Merchant has inadequate operational controls or insufficient risk management process, resulting in potential threats or risks to the stability, integrity, safety, security and efficiency of the DuitNow Online Banking/Wallets service;
 - 10.3.5 Court order(s) or any litigation proceedings or regulatory action or investigation from authority affecting the Merchant or the Crediting Participant(s) membership and/or legal status;
 - 10.3.6 Directive(s) issued by regulatory or government authority affecting the Merchant or the Crediting Participant(s) membership and/or legal status;
 - 10.3.7 An application is made to the court either voluntarily or involuntarily for an order that the Merchant be wound up or the Merchant is involved in liquidation or under receivership or being placed under judicial management (which shall include the proceeding commenced against the Merchant);
 - 10.3.8 The Merchant is deemed unable to pay its debt and should be wound up under statutory laws;
 - 10.3.9 The Crediting Participant's membership in the DuitNow Online Banking/Wallets service or RENTAS is terminated or suspended and the Merchant has not appointed a replacement Crediting Participant; or
 - 10.3.10 The DuitNow Online Banking/Wallets Owner and Operator has determined the Merchant is inactive or the Merchant is deemed inactive when there are no transactions for a period of twelve (12) consecutive months.
- 10.4 Upon termination of this Agreement, the Merchant must undertake the following:
- a) Immediately advise its customers that they will no longer accept payment via DuitNow Online Banking/Wallets from the effective date of termination of the Merchant's access to DuitNow Online Banking/Wallets service;
 - b) Shall ensure that inflight transactions post-termination are completed i.e. goods are delivered to the Payer's satisfaction;
 - c) Cease all promotional and advertising that is related, or can be perceived to be related to the DuitNow Online Banking/Wallets service; and
 - d) Remove all DuitNow Brand and Marks from the Merchant's payment channels and websites.
- 10.5 Upon termination of this Agreement, the participation of the Merchant in DuitNow Online Banking/Wallets service is automatically terminated.
- 10.6 Termination of the Merchant in the DuitNow Online Banking/Wallets service shall not extinguish any outstanding right or liability arising under this Agreement or the terms in the Overlay Service Procedures for DuitNow Online Banking/Wallets which is applicable to the Merchant as reflected in this Agreement.



11 ADVERTISEMENT AND USE OF LOGO

- 11.1 The DuitNow Online Banking/Wallets Owner and Operator owns all rights, titles and interest in the DuitNow Brand and the DuitNow Online Banking/Wallets Owner and Operator and/or the Crediting Participant may specify and may at any time amend the requirements relating to the use and/or display of the DuitNow Brand.
- 11.2 The Merchant shall comply with the requirements, process and/or guidelines prescribed by the DuitNow Online Banking/Wallets Owner and Operator in using the DuitNow Brand.
- 11.3 The Merchant must use the appropriate denotation or legend of trademark registration or ownership in connection with DuitNow Brand, as required or consented to by the DuitNow Online Banking/Wallets Owner and Operator and/or the Crediting Participant.
- 11.4 The Merchant shall only use the DuitNow Brand for the sole purpose of publicising, indicating and advertising that the Merchant accepts payments through the DuitNow Online Banking/Wallets service.
- 11.5 The DuitNow Online Banking/Wallets Owner and Operator and/or the Crediting Participant have the right to direct the Merchant to make changes to their use of the DuitNow Brand to rectify any non-compliance or potential non-compliance.
- 11.6 The DuitNow Online Banking/Wallets Owner and Operator, may at any time, in its absolute discretion, direct a Merchant to cease using the DuitNow Brand where such use is in breach of this Agreement or the terms in the Overlay Service Procedures for DuitNow Online Banking/Wallets which is applicable to the Merchant as stipulated in this Agreement.
- 11.7 The Merchant must not use the DuitNow Online Brand in such a way to create an impression that the goods or services offered by the Merchant are sponsored, produced, offered or sold by the owner of the DuitNow Brand. The Merchant must not adopt "DuitNow Online Banking/Wallets" or any other DuitNow Brand as any part of the name of its business or apply it to any goods or services offered for sale.
- 11.8 In the event of termination of the Merchant's access in DuitNow Online Banking/Wallets service, the Merchant's sub-licensed use of the DuitNow Brand shall be automatically revoked on the day that the cessation of the Merchant's access takes effect.
- 11.9 The Merchant must immediately on becoming aware of any infringement or potential infringement of the DuitNow Brand, notify the Crediting Participant.

PART 2

12. DISCLAIMER

- 12.1 The DuitNow Online Banking/Wallets Owner and Operator and Crediting Participant 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 the Merchant arising out of or caused by the Crediting Participant in connection with the operations and services provided by the Crediting Participant in the Overlay Service Procedures for DuitNow Online Banking/Wallets service. The Merchant agrees that it will communicate and resolve any dispute in relation to the aforesaid matters with the Crediting Participant.



13. CONFIDENTIALITY

- 13.1 The Merchant shall treat any information it receives or possess as result of this Agreement, as confidential and will not use such information other than for the purposes which it was given.
- 13.2 The Merchant shall ensure that their employees, representatives and suppliers comply with the confidentiality requirements at all times.
- 13.3 The Merchant's obligations as to confidentiality shall survive the expiration or termination of their access in the DuitNow Online Banking/Wallets service or this Agreement.
- 13.4 **Clause 13.1** shall not apply to information which:
- a) Is or has at the time of use or disclosure become public knowledge without any breach of this Agreement by the parties;
 - b) Is or has at the time of use or disclosure become generally known to companies engaged in the same or similar business as the party on a non-confidential basis through no wrongful act of the party;
 - c) Is lawfully obtained by a party from third parties without any obligation by the party to maintain the information proprietary or confidential;
 - d) Is known by a party prior to disclosure hereunder without any obligation to keep it confidential and such information was not disclosed by the other party under this Agreement;
 - e) Is independently developed by a party without reference to or use of the other party's Confidential Information; or
 - f) Is required to disclose or divulge by any court, tribunal, governmental or authority with competent jurisdiction or by any statute, regulation or other legal requirement, take-over panel or other public or quasi-public body as required by law and where the Party is required by law to make such disclosure. The Party shall give notification as soon as practical prior to such disclosure being made.

14. PERSONAL DATA PROTECTION

- 14.1 The Merchant consents to the provision and use of information supplied to the DuitNow Online Banking/Wallets Owner and Operator and/or the Crediting Participant in connection with the DuitNow Online Banking/Wallets service. The Merchant further agrees to notify the DuitNow Online Banking/Wallets Owner and Operator and/or the Crediting Participant in writing of any update to any such information as soon as it is aware that the information supplied in connection with the DuitNow Online Banking/Wallets service has become out-dated.
- 14.2 The Merchant agrees to comply with the Personal Data Protection Act 2010 of which it is bound and shall not do any act that will cause the Crediting Participant, Debiting Participant and DuitNow Online Banking/Wallets Owner and Operator to breach any personal data protection laws.

15. VARIATION AND WAIVER

- 15.1 The Crediting Participant may change the terms of this Agreement at any time in writing and such change shall take effect from the date specified in the notice.
- 15.2 Any provisions herein cannot be waived except in writing signed by the party granting the waiver.

16. SEVERABILITY

- 16.1 If the whole or any part of a provision of this Agreement is void, unenforceable or illegal in one jurisdiction, the remainder of this Agreement shall be enforceable and valid in other jurisdictions.

17. FORCE MAJEURE

- 17.1 The Crediting Participant shall not be liable to the Merchant for any loss or damage (including direct or consequential), for failure to observe or perform its obligations under this Agreement for reasons which could not be reasonable diligence be controlled or prevented by the Crediting Participant, including but not limited to, strikes, acts of God, acts 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.

18. GOVERNING LAW AND JURISIDCITION

- 18.1 These Terms are governed by and shall be construed in accordance with the laws of Malaysia and all parties agree to submit to the jurisdiction of the courts of Malaysia.