

Terms and Conditions Governing DuitNow

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.

‘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.

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

“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.

“DuitNow Operator” means PayNet.

“DuitNow QR” or “DuitNow QR Service” means a service offered by PayNet which facilitates industry wide ubiquitous payments or credit transfer by scanning the QR code which complies with DuitNow QR Standard.

“DuitNow QR Merchant” means businesses registered with the Companies Commission of Malaysia, sole proprietors and partnerships, government agencies, statutory bodies, societies, and other similar entities who may receive funds via DuitNow QR.

“DuitNow QR Recipient” means an individual who receives funds via DuitNow QR.

“Dynamic QR” means a 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 contains monetary value that is paid in advance by the user to the e-money issuer. The user of the e-money can make payments for purchases of goods and services to merchants who accept the e-money as payment.

“Erroneous Transaction” means DuitNow payment instruction or DuitNow QR transaction that is made wrongly or incorrect in the following circumstance:-

- (a) we generate invalid, incorrect, misdirected or duplicated DuitNow payment instruction or DuitNow QR transaction on behalf of you due to technical errors or operational errors, and that there is no fault of you;
- (b) technical or operational errors by DuitNow Operator that results in incorrect or duplicated DuitNow or DuitNow QR transactions;
- (c) transactions are directed to wrong recipients, contains incorrect recipient’s reference, carries the wrong amount or is duplicated.

“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.

“National Addressing Depository” 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 Operator” means PayNet.

“Participant” means banks and non-banks that have been granted approval to access the RPP Platform to enable clearing and settlement of RPP transactions.

“Pass code” means the password, code or biometric identification which is used to authenticate your identity or authorise a transaction made via DuitNow QR.

“PayNet” means Payments Network Malaysia Sdn Bhd. (Company No.: 836743-D)

“Pay-to-DuitNow ID” means an instant payment service where transactions are addressed using DuitNow ID registered in NAD.

“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.

“QR Code” means a two-dimensional barcode that can be read using the camera of a smartphone or mobile device that is equipped with QR reader.

“Receiving Participant” means a Participant which provides services that allow its customers to receive incoming funds through DuitNow/ DuitNow QR.

“RPP Platform” or “RPP” means shared payment infrastructure developed and operated by PayNet which facilitates payments and collections addressed using remembered proxies or by account numbers.

“Static QR” means a QR Code displayed which requires the individual to key-in the amount of the payment or credit transfer.

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

“Transaction Limit” means the maximum amount you may transact via DuitNow QR without keying-in the Pass code.

“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 Service offered by us.

1. Introduction

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

deemed to have read, understood, accepted and agreed to be bound by these Terms and Conditions.

- 1.2 These Terms and Conditions shall be read together with:-
- (a) the terms and conditions governing Personal Internet Banking and/or Mobile Services (please click [here](#) for the T&C);
 - (b) the terms and conditions governing Business Internet Banking (please click [here](#) for the T&C); and
 - (c) the terms and conditions governing NAD (please click [here](#) for the T&C).

The terms and conditions referred to in Clauses 1.2 (a), (b) and (c) above shall be 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 or DuitNow QR.

2. DuitNow Service

- 2.1 The DuitNow Service allows you to:-
- (a) transfer an amount specified by you from your designated bank account maintained with us, to a bank or e-money account maintained by your recipient with a Receiving Participant through Pay-to-DuitNow ID, or such other means as prescribed by us or the DuitNow Operator from time to time; and
 - (b) receive credit transfers for your Account that is linked to your DuitNow ID.
- 2.2 Before you are able to receive any credit transfers for any of your Account through DuitNow Services, you must first register your DuitNow ID with NAD and link your DuitNow ID with an Account.
- 2.3 You may send funds through DuitNow via our Personal Internet Banking or Mighty App. You will be required to enter the recipient’s DuitNow ID to initiate the payment.
- 2.4 By using DuitNow Service, you shall ensure that you enter the correct and complete details and particulars including the DuitNow ID required to effect the payment to the recipient. You are responsible for the 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.
- 2.5 The current rates on fees and charges will be made available to you at our branches, official website at www.uob.com.my or upon your request. We reserve the right to revise at any time, such charges for the use of DuitNow Service by providing you with twenty-one (21) days’ prior

notice. Such revisions shall take effect from the date stated in the notice. Where you continue to access or use the DuitNow Service after such notification, you shall be deemed to have agreed to and accepted such revisions to such charges.

- 2.6 We will notify you the status of the DuitNow transaction through any communication channels as determined by us.
- 2.7 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 transferring the funds to such registered recipient even if such person is not the intended recipient.
- 2.8 You acknowledge and agree that once a DuitNow transaction has been confirmed, it will be deemed irrevocable and we or you will not be able to cancel, stop or perform any changes to that DuitNow transaction.

3. DuitNow QR Service

- 3.1 If you wish to send funds via DuitNow QR Service, you must first download and install Mighty App on your mobile device and select an Account to be used by us for deduction of funds for payments made via DuitNow QR Service. Mighty App enables you to scan a Static QR Code or a Dynamic QR Code displayed at the DuitNow QR Merchant or on a mobile device.
- 3.2 You are responsible for ensuring that the transaction amount keyed-in or displayed on your mobile application screen is correct prior to confirming the transaction. The transaction amount keyed-in or displayed via the DuitNow QR Merchant or DuitNow QR Recipient's QR Code shall be deemed by us to be correct upon your confirmation of the transaction. We are under no obligation to verify that the amount paid by you matches with the DuitNow QR Recipient's amount.
- 3.3 Subject to the Transaction Limit set by you, Pass code may be required for transaction made via DuitNow QR.
- 3.4 We will immediately notify you on the status of each successful, failed or rejected DuitNow QR transaction via any of our available communication channels chosen by you.
- 3.5 You acknowledge or agree that we shall have no duty and shall not be required to take any steps to verify or seek any other confirmation from any party as to whether such DuitNow QR Merchant or DuitNow QR Recipient is the intended party to receive the funds, and we shall not be liable for transferring the funds to such DuitNow QR Merchant or DuitNow QR Recipient even if such person is not the intended party.

- 3.6 Pursuant to Clause 3.4 above, you agree that once a DuitNow QR transaction is confirmed, it will be deemed irrevocable and you will not be able to cancel, stop or perform any changes to that DuitNow QR transaction.
- 3.7 The current rates on fees and charges will be made available to you at our branches, official website at www.uob.com.my or upon your request. We reserve the right to revise at any time, such charges for the use of DuitNow QR by providing you with twenty-one (21) days' prior notice. Such revisions shall take effect from the date stated in the notice. Where you continue to access or use the DuitNow QR after such notification, you shall be deemed to have agreed to and accepted such revisions to such charges.

4. Multiple Name Enquiry Request

- 4.1 You are advised not to submit multiple "Name Enquiry Requests" without a confirmed DuitNow transaction. We shall not display the results of the "Name Enquiry Requests" upon 5 consecutive requests that are not followed with a confirmed DuitNow transaction.

5. Data Protection

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

- 5.1 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;
- 5.2 You acknowledge that when you use the DuitNow Service or DuitNow QR Service, you agree that we can disclose any information or document relating to you, any third party and the transaction to DuitNow Operator, NAD Operator, the Receiving 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 Service or DuitNow QR Service or such other purposes as stated in the Other Terms.
- 5.3 You acknowledge that if any information or document relating to the transaction performed through DuitNow Service or DuitNow QR Service is not disclosed to the DuitNow Operator, NAD Operator or the Receiving Participant, it will not be possible for us to process your request for any payment through DuitNow Service or for you to use the DuitNow Service.

6. Erroneous DuitNow / DuitNow QR Transaction

- 6.1 You may request for the recovery of the funds and we will work with the Receiving Participant of the recipient or the DuitNow QR Merchant for the return of the said funds provided that the following conditions are met:-
- (a) the Receiving Participant is fully satisfied that the funds were erroneously credited to its customers' account or the DuitNow QR Merchant is fully satisfied that the funds were erroneously credited to its account; and
 - (b) there is sufficient balance in the affected account. If the balance in the affected account is insufficient to cover the amount to be recovered, the erroneously credited funds may not be fully recoverable and the Receiving Participant or the DuitNow QR Merchant may partially remit the amount to be recovered back to you.
- 6.2 If your request to recover funds is made after (7) months from the date of the Erroneous Transaction was made, consent from the recipient is required before any funds may be returned to you. If the recipient refuses to grant the consent or the Receiving Participant or the DuitNow QR Merchant is unable to procure the consent from the recipient, no funds will be returned to you.
- 6.3 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 even though the funds may be returned or remitted back to you, in part or in full.

Unauthorised or Fraudulent DuitNow Transaction

- 6.4 We shall upon receiving police report or any documents that we deem necessary, alleging that Unauthorised Transaction was made, return or remit the funds back to you provided that the following conditions are met:-
- (a) We shall conduct an investigation and determine within fourteen (14) days, if the Unauthorised Transaction did occur; and
 - (b) If we are satisfied that the Unauthorised Transaction did indeed occur and was not caused by you, we shall initiate a reversal process whereby all debit posted to your account arising from the Unauthorised Transaction would be reversed.

7. Liability and Indemnity

- 7.1 You acknowledge and agree that, unless expressly prohibited by mandatory laws, we and the DuitNow 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 Service or the DuitNow QR Service offered by us arising from:-

- (a) your negligence, misconduct or breach of any of these Terms and Conditions;
- (b) any erroneous transfer of funds by you, including any transfer of funds to the wrong DuitNow ID, wrong recipient or wrong third party;
- (c) the suspension, termination or discontinuance of the DuitNow Service or DuitNow QR Service;
- (d) any instances where there are insufficient funds in your Account for us to process the DuitNow QR transaction; or
- (e) any instances where you have exceeded your daily transfer limit.

7.2 You shall indemnify Us, our affiliates, and the DuitNow Operator harmless from and against any loss or damage suffered due to any claim, demand or action brought against Us, our affiliates and the DuitNow Operator resulting from any negligent and/ or fraudulent act to the Terms and Conditions by You.

7A. Representations on Financial Crime

7A.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").

7A.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 8.

7A.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.

7A.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.

8. Suspension and Termination of DuitNow Service

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

- (a) If we suspect or have reason to believe that you, your DuitNow ID and/or your Account maybe involved in any fraudulent, money-laundering or illegal activity(ies);
- (b) If you made multiple "Name Enquiry Requests" are submitted without a confirmed DuitNow transaction;
- (c) 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);
- (d) If an investigation by the police, authorities or regulators is pending, on-going or threatened against you; and
- (e) 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.

8.2 You acknowledge that we may, at any time, terminate your use of the DuitNow Service or DuitNow QR Service with us or discontinue the DuitNow Service or DuitNow QR Service with notice to you provided that the termination of the DuitNow Service or DuitNow QR Service is not due to the closure of the Account

9. General

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

- 9.2 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.
- 9.3 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.
- 9.4 You acknowledge that we have the right to change, vary or modify these Terms and Conditions by providing you with twenty-one (21) 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.
- 9.5 These Terms and Conditions will be binding upon your heirs, personal representatives and successors-in-title.
- 9.6 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.