

## Appendix A: DuitNow Request Terms and Conditions

1. These Terms and Conditions serves as a guide for Debiting 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.
2. Debiting 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 Request Payers' Terms and Conditions ("Terms"), references to "You", "Your" and "Yours" refers to the United Overseas Bank (Malaysia) Bhd's customer who is utilising the DuitNow Request service and has an account with United Overseas Bank (Malaysia) Bhd and reference to "We", "Our", "Ours" and "Us" refers to United Overseas Bank (Malaysia) Bhd.

### 1. 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, 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.

**"Bill"** means an itemized statement of money owed, or a request to pay, for purchased goods, provision of services and/or any other business transaction.

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

**"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 Request service.

**"DuitNow ID"** means an identifier of an account holder such as a mobile number, NRIC, passport number, army number or police number (in the case of an individual) or business registration number (in the case of a corporate customer) or any other identifiers as may be introduced by the DuitNow Request Owner & Operator from time to time.

**"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 Request service.

**"DuitNow Request Owner & Operator"** means Payments Network Malaysia Sdn. Bhd. (Company No.: 200801035403 [836743-D]).

## 2. Introduction

- 2.1 These Terms apply to and regulate Your use of the DuitNow Request service offered by Us. The DuitNow Request service:
- 2.1.1 Allows You as a Recipient to receive an amount specified by You to Your designated United Overseas Bank (Malaysia) Bhd's account by initiating a payment request to a Payer thorough the Payer's DuitNow ID or Account-Number; or
  - 2.1.2 Allows You as a Payer to transfer an amount specified by the Recipient from Your designated United Overseas Bank (Malaysia) Bhd's account to the Recipient's Account by approving a payment request.
- 2.2 The DuitNow Request 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

## 3. DuitNow Request Services

- 3.1 If you wish to receive funds via DuitNow Request as stated in **Clause 2.1.1**:
- 3.1.1 You must first validate the Payer by entering the Payer's DuitNow ID or Account-Number in Our business internet banking platform - INFINITY;
  - 3.1.2 We will perform a 'Name Enquiry' to verify the Payer's registration of its DuitNow ID or Account and if the Payer is registered, We will display the name of such registered DuitNow Payer;
  - 3.1.3 You are responsible for the correct entry of the Payer's details such as DuitNow ID and Recipient Reference and confirm is the intended Payer prior to proceeding to DuitNow Request payment request; and
  - 3.1.4 Additionally, you are allowed to initiate bulk/batch payment request, subject to service availability by Us.
- 3.2 If you wish to transfer funds via DuitNow Request as stated in **Clause 2.1.2**:
- 3.2.1 You must initiate a transaction in Our business internet banking platform - INFINITY by approving the payment request by Recipient;
  - 3.2.2 You are responsible for the accuracy, correctness and completeness of transaction details in the payment request from Recipient prior to confirming; and
  - 3.2.3 We will notify You on the status of each successful, failed or rejected DuitNow Request transaction via any of Our available communication channels chosen by You.
- 3.3 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 Customer is the intended Customer, and We shall not be liable for transferring the funds to such Recipient even if such person is not the intended Recipient.
- 3.4 Pursuant to Clause 3.3 above, You agree that once a DuitNow Request transaction has confirmed, it will be deemed irrevocable and You will not be able to cancel, stop or perform any changes to that DuitNow Request transaction.

#### **4. Multiple Name Enquiry Validation**

- 4.1 If you wish to receive funds via DuitNow Request, You are advised not to submit multiple “Name Enquiry” validation without a confirmed DuitNow Request payment request. We shall not display the results of the “Name Enquiry” validation upon [insert number of times] consecutive “Name Enquiry” validation that are not followed with a confirmed DuitNow Request payment request.
- 4.2 Without prejudice to any of Our rights and remedies, We reserve the right to terminate or suspend Your access to and use of the DuitNow Request service where We consider in Our sole discretion that inappropriate, fraudulent or suspicious use is being made of the DuitNow Request services, such as where multiple “Name Enquiry” validation are submitted without a confirmed DuitNow Request payment request. You are advised to contact Us should You encounter any issues relating to the foregoing.

#### **5. Recovery of Funds**

- 5.1 You have rights in relation to the investigation and recovery of erroneous transactions, mistaken transactions and unauthorised or fraudulent DuitNow Request transactions made from your Account.

#### **6. Erroneous/Mistaken DuitNow Request Transactions**

- 6.1 If you realise that you have made an erroneous/mistaken DuitNow Request transaction, you may request for recovery of the funds within ten (10) Business Days from the date the erroneous/mistaken transaction was made and we will work with the affected Recipient’s bank or e-money issuer to return the said funds to You within seven (7) Business Days from the date of receipt of your request for recovery of the funds provided the following conditions are met:
- 6.1.1 The funds were wrongly credited into the affected Recipient’s account;
- 6.1.2 If funds have been wrongly credited, whether the balances in the affected Recipient’s account is sufficient to cover the funds recovery amount:
- 6.1.2.1 If the balances are sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and
- 6.1.2.2 If the balances are not sufficient to cover the recovery amount, the erroneously credited funds may not be fully recoverable.
- 6.2 Request for recovery of funds between eleven (11) Business Days and seven (7) months from the date the erroneous/mistaken transaction was made:
- 6.2.1 The affected Recipient’s bank or e-money issuer is fully satisfied that funds were erroneously credited to the affected Recipient;
- 6.2.2 Deliver notifications to the affected Recipients in writing regarding the funds recovery requests whereby the erroneously credited funds would be recovered through debiting the affected Recipients’ account within ten (10) Business Days of the notifications unless the affected Recipient provides reasonable evidences that the affected Recipient is entitled to the funds in question; and
- 6.2.3 After fifteen (15) Business Days, if the affected Recipient fails to establish their entitlement to the funds, the affected Recipient’s bank or e-money issuer shall debit the affected Recipients’ account and remit the funds back to You.

- 6.3 Requests to recover funds after (7) months from the date of the erroneous/mistaken transaction:
  - 6.3.1 The affected Recipient's bank or e-money issuer is fully satisfied that funds were erroneously credited to the affected Recipient;
  - 6.3.2 The affected Recipient's bank or e-money issuer shall obtain from the affected Recipient the decision whether to grant consent within ten (10) Business Days; and
  - 6.3.3 Once consent is obtained, the affected Recipient's bank shall debit the affected Recipient's account and remit the funds back to you within one (1) Business Day.

## **7. Unauthorised/Fraudulent DuitNow Request Transaction**

- 7.1 For any DuitNow Request transactions which is not authorised by You or which are fraudulent, We will, upon receiving a report from You alleging that an unauthorised/fraudulent DuitNow Request transaction was made, remit the funds back to You provided that the following conditions are met:
  - 7.1.1 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/fraudulent transaction did occur; and
  - 7.1.2 If we are satisfied that the unauthorised/fraudulent 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/fraudulent transaction would be reversed.

## **8. Liability and Indemnity**

- 8.1 You acknowledge and agree that, unless expressly prohibited by any laws or regulations, We and the DuitNow Request Owner & 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 Request service offered by us arising from:
  - 8.1.1 Your negligence, misconduct or breach of any of these Terms;
  - 8.1.2 Insufficient funds in Your Account for Us to process the DuitNow Request transaction;
  - 8.1.3 You have exceeded Your daily transfer limit;
  - 8.1.4 Any transaction given or purported to be given by You;
  - 8.1.5 Any erroneous transfer of funds by You, including any transfer of funds to the wrong Recipient or wrong third party; or
  - 8.1.6 The suspension, termination or discontinuance of the DuitNow Request service.
- 8.2 You shall indemnify and keep us, our affiliates, and the DuitNow Request Owner & Operator fully indemnified from and against any loss or damage suffered due to any claim, demand or action brought against Us and the DuitNow Request Owner & Operator resulting from any negligent and/or fraudulent act to these Terms by You.

**9. General**

- 9.1 We reserve the right to revise at any time, such charges for the use of the DuitNow Request service, by providing thirty (30) days' notice to You via any of Our available communication channels chosen by You. Such revisions shall take effect from the date stated in the notice. Where You continue to access or use the DuitNow Request service after such notification, You shall be deemed to have agreed to and accepted such revisions to such charges.
- 9.2 You acknowledge that we may terminate Your use of the DuitNow Request service with us for any reason, with prior written notice.
- 9.3 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.
- 9.4 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.
- 9.5 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.

## Appendix B: DuitNow Request Merchant' Terms

1. The clauses in Part 1 (Clause 1 to Clause 11) shall be incorporated into the Merchant agreement between Crediting Participants and the Merchant.
2. The clauses in Part 2 (Clause 12 to Clause 21) may be customised to reflect the Crediting Participant's own requirements and procedures. Crediting Participants shall ensure that additional and customized clauses do not in any way contradict, dilute or detract from the spirit and principles of the DuitNow Request Merchant' Terms and the DuitNow Request Rules.
3. For the avoidance of doubt, in the event of inconsistencies between the additional or supplementary requirements and the DuitNow Request Merchant' Terms, the DuitNow Request Merchant' Terms shall prevail at all times.

### 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 Request service

**"DuitNow ID"** means an identifier of an account holder such as a mobile number, NRIC, passport number, army number or police number (in the case of an individual) or business registration number (in the case of a corporate customer) or any other identifiers as may be introduced by the DuitNow Operator from time to time.

**"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 Request service.

**"DuitNow Brand"** means Brand, icon, logo, trademark and service mark for the DuitNow Request.

**"DuitNow Request 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.

## PART 1

### 1. Introduction

- 1.1 United Overseas Bank (Malaysia) Bhd is the Crediting Participant and [insert name of Merchant] is a registered Merchant under the DuitNow Request services.
- 1.2 In consideration of the fees paid to the Crediting Participant, the Crediting Participant agrees to facilitate the participation of the Merchant in DuitNow Request services in accordance with these Terms.
- 1.3 The Merchant hereby agrees to observe all the DuitNow Request operating rules issued by the DuitNow Request Owner & Operator which is applicable to the Merchant as reflected in these Terms including any future revisions which will be communicated by the Crediting Participant to the Merchant.
- 1.4 These Terms apply to and regulate the Merchant use of the DuitNow Request service offered by the Crediting Participant. The DuitNow Request service allows the Merchant to receive an amount specified by the Merchant to the Merchant's designated United Overseas Bank (Malaysia) Bhd account from a Payer's Account by initiating a payment request; and
- 1.5 The DuitNow Request service offered by the Crediting Participant 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. Obligation of Merchant

- 2.1 If the Merchant wish to receive funds via DuitNow Request, the Merchant shall not charge any fees to the Payers for making Payments via DuitNow Request services.
- 2.2 The Merchant shall accept payments that draw funds from savings accounts, current accounts or e-money accounts and optionally payments that draw funds from line of credit accounts.
- 2.3 The Merchant shall ensure that it has and maintains adequate procedures and systems for receiving and processing promptly payments it receives from the Crediting Participants and promptly and correctly credits or debits as the case may be the amounts of each payment to the applicable Payer's account with the Merchant.
- 2.4 The Merchant must not make any warranty or representation in respect of goods or services supplied which may bind the Crediting Participant, DuitNow Request Owner & Operator, Debiting Participant or any other Participants in the service.
- 2.5 The Merchant must establish and maintain a fair policy for correction of errors and facilitate recovery of funds for erroneous/mistaken payments and/or unauthorised/fraudulent payments.
- 2.6 The Merchant shall consent and allow the Crediting Participant to disclose its information pertaining to the payment processes as the DuitNow Request Owner & Operator may reasonably require for DuitNow Request services.
- 2.7 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.

- 2.8 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.
- 2.9 For the purpose of **Clause 2.8**, 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 revoke and cease immediately, and whereupon this agreement shall be terminated accordingly. Upon termination, **Clause 2.9** shall apply accordingly.
- 2.10 Upon termination of these Terms, the Merchant will do the following:
- 2.10.1 Immediately advise its Payers that they will no longer accept payment via DuitNow Request from the effective date of termination of the Merchant's access to DuitNow Request services;
  - 2.10.2 The Merchant will continue to maintain an account with the Crediting Participant to credit bill collection for a period of not less than five (5) Business Days after the effective date of termination;
  - 2.10.3 Shall ensure that Store-and-Forward transactions are completed;
  - 2.10.4 Cease all promotional and advertising that is related, or can be perceived to be related to the DuitNow Request services;
  - 2.10.5 Remove all DuitNow Brand and Marks from the Merchant's payment channels; and
  - 2.10.6 Return to DuitNow Request Owner & Operator all software, documents and intellectual property assets for DuitNow Request service.
- 2.11 The whole of **Clause 2** herein shall survive termination of these Terms. Termination does not affect either party's rights accrued, and obligations incurred before termination.

### **3. Obligation of Crediting Participant**

- 3.1 The Crediting Participant shall implement reasonable measures that it deems necessary to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected.

### **4. Recovery of Funds**

- 4.1 The Merchant shall assist the Crediting Participant with investigation of erroneous/mistaken payments and unauthorised/fraudulent payments, shall make the necessary refund(s) to the Payers, Debiting Participants, as the case may be, in the event that it is found the Merchant is responsible for such erroneous/mistaken payment and unauthorised/fraudulent payment, as the case may be.
- 4.2 In the event erroneous/mistaken payment is caused by the Merchant after verification and confirmation from the Merchant with respect to such erroneous/mistaken payment, the Crediting Participant shall immediately reverse out all credits erroneously posted to the Merchant's account regardless whether funds have been recovered from other affected parties.



## 5. Erroneous/Mistaken DuitNow Request Payments

- 5.1 The Crediting Participant shall inform the Merchant once the Crediting Participant receives a request to recover funds that is wrongly credited to the Merchant due to an erroneous/mistaken payment. The Merchant must facilitate the recovery of funds process stated in **Clause 5.2**.
- 5.2 Upon receiving a recovery of funds request for erroneous/mistaken payment, the Crediting Participant has the right to debit the Merchant's account to recover funds within five (5) Business Days provided the following conditions are met:
- 5.2.1 If the recovery of funds request is received within ten (10) Business Days from date of the erroneous/mistaken payment and:
- 5.2.1.1 The Crediting Participant is fully satisfied that funds were erroneously or mistakenly credited to the Merchant's account;
  - 5.2.1.2 The Crediting Participant has provided notification to the Merchant regarding the proposed debit of Merchant's account; and
  - 5.2.1.3 There is sufficient balance in the Merchant's account to cover the recovery amount.
- 5.2.2 If the recovery of funds request is received between eleven (11) Business Days and seven (7) months from date of erroneous/mistaken payment and:
- 5.2.2.1 The Crediting Participant is fully satisfied that funds were erroneously or mistakenly credited to the Merchant's account;
  - 5.2.2.2 The Crediting Participant has provided written notification to the Merchant where the erroneous/mistaken payment will be recovered through debiting the Merchant's accounts within ten (10) Business Days of the notifications unless the Merchant provides reasonable evidence to substantiate ownership of the funds in question; and
  - 5.2.2.3 There is sufficient balance in the Merchant's account.
- 5.2.3 If the recovery of funds request is received after seven (7) months from date of erroneous/mistaken payment:
- 5.2.3.1 The Crediting Participant has sought the Merchant's consent to debit the Merchant's account to recover funds, and the Merchant has given its consent to debit its account within ten (10) Business Days.
- 5.3 When the Merchant receives a request for consent from Crediting Participant as described in **Clause 5.2.3.1**, Merchant shall not unreasonably withhold consent to debit its account when there is a legitimate recovery of funds request.

## 6. Unauthorised/Fraudulent DuitNow Request Payments

6.1 The Crediting Participant shall inform the Merchant once the Crediting Participant receives a request to recover funds that was credited to the Merchant due to an unauthorised/fraudulent payment. The Merchant must facilitate the recovery of funds process stated in **Clause 6.2**.

6.2 If the Merchant receives unauthorised/fraudulent payment, the Merchant shall:

6.2.1 Immediately take all practicable measures to prevent the use or application of unauthorised/fraudulently transferred funds for the benefit of the Beneficiary of Fraud;

6.2.2 Furnish to the Crediting Participant within seven (7) Business Days, information, including but not limited to the name, address, contact information and national identity card number/passport number to conclusively identify the Beneficiary of Fraud;

6.2.3 Take all practicable measures permissible under the law to recover funds from the unintended recipient of funds including but not limited to reversing out credits, drawing on deposits or other financial guarantees that the Beneficiary of Fraud placed/ places with the Merchant, stopping delivery of goods, suspending services that the Beneficiary of Fraud has paid for, repossessing goods delivered to the Beneficiary of Fraud and taking legal action against the Beneficiary of Fraud; and

6.2.4 Immediately provide information required in **Clause 6.2.2** to the Debiting Participant to facilitate the Debiting Participant's investigation.

6.3 In the event of unauthorised/fraudulent payment is received by the Merchant, the Crediting Participant shall do the following (upon becoming aware of the fraud):

6.3.1 Investigate the Merchant to determine whether the Merchant is implicated in the fraud. If the Crediting Participant has sufficient grounds to suspect the Merchant is involved in the fraud or is benefiting from the fraud, the Crediting Participant shall prevent withdrawal or use of the remaining funds in the Merchant's account with the Crediting Participant until there is satisfactory resolution of Unrecoverable Loss.

6.3.2 The Merchant shall facilitate the Crediting Participant's investigation.

6.4 In the event the Merchant is responsible for Fraudulent Payment Instruction, **Clause 9** shall apply accordingly.

## 7. Dispute Resolution

7.1 Merchant may lodge a complaint or refer their disputes to the DuitNow Request Owner & Operator if there are allegations of Crediting Participant's non-compliance to the DuitNow Request rules as reflected in these Terms.

7.2 The DuitNow Request Owner & Operator shall review of such complaints and allegations in accordance with **Clause 7.3**.

7.3 The DuitNow Request Owner & Operator will review such complaints and allegations, but such review will be confined to:

- 7.3.1 Determination whether there has been non-compliance;
  - 7.3.2 Stipulating remedies for Participant to correct or address the non-compliance; and
  - 7.3.3** Determination if penalties are applicable for the non-compliance.
- 7.4 All decisions rendered by the DuitNow Request Owner & Operator in response to complaints from Merchant shall be prima facie binding on the Crediting Participant.

## **8. Indemnity**

- 8.1 Subject to the other party's compliance with **Clause 8.2**, 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:
- 8.1.1 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;
  - 8.1.2 Any claim by a Payer, Crediting Participant, Debiting Participant, DuitNow Request Owner & Operator or any other person for any breach by the Indemnifying Party of any applicable laws;
  - 8.1.3 The failure of the Indemnifying Party to observe any of its obligations under this agreement; or
  - 8.1.4 Any use of the DuitNow Brand by the Indemnifying Party other than as permitted by this agreement.
  - 8.1.5** 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 8.1.1** to **Clause 8.1.4**.
- 8.2 In the event a claim is made against a party in respect of which it is entitled to be indemnified pursuant to **Clause 8.1**, that party must:
- 8.2.1 Give written notice of any such claim to the other party;
  - 8.2.2 Consult with the other party in relation to any such claim; and
  - 8.2.3 Not to settle any claim without obtaining the prior written consent of the other party, such consent not to be unreasonably withheld.
- 8.3 The Crediting Participant is not liable to the Merchant for any loss or damage suffered by the Merchant as result of:
- 8.3.1 A missing or erroneous payment; and
  - 8.3.2 The delay or disruption caused by any system failure beyond the Crediting Participant's reasonable control or
  - 8.3.3 The negligence or willful misconduct on the part of the Merchant.
- 8.4 For the purposes of this clause, loss or damage includes any consequential or economic loss or damage.

## **9. Suspension**

9.1 The DuitNow Request Owner & Operator or the Crediting Participants, as the case may be, reserve the right to suspend the Merchant's access to the DuitNow Request service under the following circumstances, which includes, but not limited to:

9.1.1 The Merchant breached this agreement, applicable rules, guidelines, regulations, circular or laws related to DuitNow Request that was communicated to the Merchant by the Crediting Participant;

9.1.2 The Merchant has inadequate operational controls or insufficient risk management processes, resulting in potential threats to the stability, integrity, safety and efficiency of DuitNow Request and/or RPP;

9.1.3 The Merchant is suspected on reasonable grounds that it has committed or will commit fraudulent act in connection with the DuitNow Request; or

9.1.4 DuitNow Request Owner & Operator has determined that the Merchant is inactive in the service, after a period of twelve (12) months in which the Merchant does not receive any Payment Instructions.

9.2 Upon suspension of the Merchant:

9.2.1 The services provided to the Merchant under the DuitNow Request services will be suspended immediately;

9.2.2 The Merchant will no longer have access to RPP Participant Portal;

9.2.3 The Merchant shall stop issuing any Bills with DuitNow Brand and is responsible for finding alternative method to issue Bills during the suspension period;

9.2.4 The Merchant shall stop sending Payment Requests and/or accepting Payment Instructions for the purpose of collecting funds via DuitNow Request;

9.2.5 The Merchant must take all reasonable steps to assist the Crediting Participants to notify each Payers affected by the action that the Merchant is no longer participating in DuitNow Request, in the form directed by the Crediting Participant;

9.2.6 The Merchant must cease all promotional and advertising that is related or can be perceived to be related to DuitNow Request;

9.2.7 The Merchant shall remove all DuitNow Brand from the Merchant's marketing collaterals, channels and website; and

9.2.8 The Merchant must take all reasonable steps to comply with any directions of the Crediting Participants to minimise the impact on Payers of the suspension or termination.

## **10. Termination**

10.1 The DuitNow Request Owner & Operator or the Crediting Participant, as the case maybe, reserve the right to terminate the services provided under this agreement or DuitNow Request Scheme under the following circumstances, which includes, but not limited to:

10.1.1 This agreement between the Merchant and the Crediting Participant is terminated or expired;

- 10.1.2 The Merchant breached this agreement, applicable rules, guidelines, regulations, circulars or laws related to DuitNow Request that was communicated to the Merchant by the Crediting Participant;
  - 10.1.3 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 Request Owner & Operator, as the case maybe, within the timeframe specified by the Crediting Participant;
  - 10.1.4 The Merchant has inadequate operational controls or insufficient risk management processes resulting in potential threats to the stability, integrity, safety and efficiency of the DuitNow Request and/or RPP;
  - 10.1.5 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;
  - 10.1.6 Directive(s) issued by regulatory or government authority affecting the Merchant or the Crediting Participant(s) membership and/or legal status;
  - 10.1.7 The Merchant's insolvency 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);
  - 10.1.8 The Crediting Participant's membership in DuitNow Request, RPP or RENTAS is terminated or suspended and the Merchant has not appointed a replacement Crediting Participant; and
  - 10.1.9 The DuitNow Request Owner & Operator has determined the Merchant is inactive or the Merchant is deemed inactive when there are no DuitNow Request transactions for a period of twelve (12) consecutive months.
- 10.2 Upon termination of this agreement, the participation of Merchant in DuitNow Request is automatically terminated and the Merchant will no longer have access to DuitNow Request and the services provided under DuitNow Request.

## **11. ADVERTISEMENT AND USE OF LOGO**

- 11.1 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 Crediting Participant.
- 11.2 The Merchant is granted the consent to use the denotation or legend of the trade mark of DuitNow Brand, for the sole purpose of publicising, indicating and advertising that the Merchant accepts Payment Instruction through the DuitNow Request.
- 11.3 In the event of non-compliance or infringement or potential infringement or misuse of the DuitNow Brand, the DuitNow Request Owner & Operator or the Crediting Participant have the absolute right to revoke the consent granted and the Merchant shall cease all use of the denotation and trade mark of the DuitNow Brand by the Merchant with or without giving reason whatsoever.
- 11.4 If the Merchant desires to use a denotation or legend of trade mark registration or ownership in connection with any mark other than the DuitNow Brand, but used in association with the DuitNow Brand, the Merchant may do so provided that such use will not adversely affect the rights of the DuitNow Request Owner & Operator in the DuitNow Brand; and the specification for such use is notified in writing to the Crediting Participant, and the Crediting Participant gives its written approval to that specification prior to such use.

- 11.5 The Merchant must not use the DuitNow 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 Request**” 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.
- 11.6 The Merchant must immediately on becoming aware of any infringement or potential infringement of the DuitNow Brand, notify the Crediting Participant.

## PART 2

### 12. CREDITING TO MERCHANT

- 12.1 Crediting Participants are required to credit Merchant’s bank account with funds from incoming Payment Instructions and make the incoming funds available for the Merchant’ unencumbered use immediately except for situations where the Merchant has specifically agreed for delayed or batched posting.
- 12.2 Crediting Participants 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 fees can be deducted from Payments Instructions.

### 13. VOLUNTARY EXIT FROM DuitNow Request

- 13.1 Merchant has the option to terminate their access to the DuitNow Request by giving prior written notification to the Crediting Participant. [Note to the Crediting Participant: Please add in any additional requirements for the said termination, if any.]

### 14. PROVISION OF RECONCILIATION INFORMATION

- 14.1 Crediting Participant shall make available to the Merchant the following minimum information, for the purpose of facilitating the Merchant’s reconciliation processes and accounting for payment of receipts and fees:
  - 14.1.1 Reference No. or Business Message Identifier;
  - 14.1.2 Recipient Reference;
  - 14.1.3 Other Payment Details and Extended Reference Information, where applicable;
  - 14.1.4 Transaction amount;
  - 14.1.5 Transaction date and time;
  - 14.1.6 Debiting Participant’s name;
  - 14.1.7 Account type;
  - 14.1.8 Payer’s name;
  - 14.1.9 Gross total transaction value;
  - 14.1.10 Total transaction volume; and
  - 14.1.11 Total fees/ commissions charged
- 14.2 Crediting Participant shall deliver to the Merchant, the information described in **Clause 14.1**, at the minimum in the following manner:

- 14.2.1 Data files or electronic files;
- 14.2.2 Statements or e-statements;
- 14.2.3 E-Mails; or
- 14.2.4 Reports, either electronic or in hardcopies.

## **15. LIABILITY FOR UNRECOVERABLE LOSS**

- 15.1 For erroneous payment/mistaken payment/unauthorised payment and /or fraudulent payment that cannot be partially recovered or fully recovered, the amount that cannot be recovered will be deemed as Unrecoverable Loss and the party causing the Unrecoverable Loss will be liable to bear that loss.
- 15.2 If the Crediting Participant has reasonable grounds to conclude after its investigation that the Merchant caused the Unrecoverable Loss, the Crediting Participant will notify the Merchant and has the right to freeze funds in the Merchant's account until there is satisfactory resolution of Unrecoverable Loss. The amount frozen shall amount to no more than the amount of the Unrecoverable Loss.
- 15.3 The Merchant agrees to take all measures to recover the Unrecoverable Loss if the Unrecoverable Loss is due to its fault or negligence. Notwithstanding the aforesaid, this will not prohibit the Crediting Participant to take legal action against the Merchant, to the extent permissible by law, to make good the Unrecoverable Loss incurred.
- 15.4 The Crediting Participant shall refund DuitNow Request fees incurred for erroneous payment/mistaken payment/unauthorised payment and /or fraudulent payment, if the error was not caused by the Merchant except in situations where the Merchant decides to partially refund an overpayment. If the Merchant opts to partially refund overpayments to the Customer, the Merchant shall bear the transactions fees for executing the refund.

## **16. REPRESENTATION AND WARRANTY**

- 16.1 The Merchant acknowledges and agrees that the obligation of confidentiality extends but not limited to those specified in **Clause 18**, the disclosure of fees and charges contained in this agreement; and any technology or know-how related to the Scheme or the performance of this agreement.
- 16.2 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 the DuitNow Request Owner & Operator to breach any personal data protection laws.

## **17. DISCLAIMER**

- 17.1 The DuitNow Request Owner & 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 Scheme. The Merchant agrees that it will communicate and resolve any dispute in relation to the aforesaid matters with the Crediting Participant.

## **18. CONFIDENTIALITY**

- 18.1 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.
- 18.2 **Clause 18.1** shall not apply to information which:
- 18.2.1 Is or has at the time of use or disclosure become public knowledge without any breach of this agreement by the parties;
  - 18.2.2 Is or has at the time of use or disclosure become generally known to companies engaged in the same or similar business(es) as the party on a non-confidential basis through no wrongful act of the party;
  - 18.2.3 Is lawfully obtained by a party from third parties without any obligation by the party to maintain the information proprietary or confidential;
  - 18.2.4 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;
  - 18.2.5 Is independently developed by a party without reference to or use of the other party's Confidential Information; or
  - 18.2.6 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.

## **19. VARIATION AND WAIVER**

- 19.1 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.
- 19.2 Any provisions herein cannot be waived except in writing signed by the party granting the waiver.

## **20. SEVERABILITY**

- 20.1 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.

## **21. FORCE MAJEURE**

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.

## **22. GOVERNING LAW AND JURISDICTION**

- 22.1 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.



## Appendix C: 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.

## Appendix D: Standard Merchant Terms

### 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

**PART 1****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 conclusively<sup>1</sup> refute the Payer's refund claim, the Merchant is required to refund the purchase proceeds to the Payer within three (3) Business Days.

*<sup>1</sup>Evidence 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.