

DuitNow Request Terms and Conditions

In these DuitNow Request Payers' Terms and Conditions ("Terms"), reference to "Customer" refers to the Bank Muamalat Malaysia Berhad ("BMMB") customer who is utilising the DuitNow Request service and has an account with BMMB and reference to "the Bank" refers to BMMB.

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 term accounts. This shall include, but is not limited to, all types of savings accounts, current accounts, investment accounts, virtual internet accounts, Islamic investment accounts. Additionally, means all 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 Customer use of the DuitNow Request service offered by the Bank. The DuitNow Request service:

2.1.1 Allows Customer as a Recipient to receive an amount specified by Customer to Customer designated BMMB account by initiating a payment request to a Payer thorough the Payer's DuitNow ID or Account-Number; or

- 2.1.2 Allows Customer as a Payer to transfer an amount specified by the Recipient from Customer designated BMMB account to the Recipient's Account by approving a payment request.
- 2.2 The DuitNow Request service offered by the Bank is part of the Electronic Banking Services, and accordingly these Terms are in addition to and shall be read in conjunction with the Bank Muamalat Malaysia Berhad - Terms & Conditions of Internet Banking.

3. DuitNow Request Services

- 3.1 If Customer wishes to receive funds via DuitNow Request as stated in **Clause 2.1.1**:
- 3.1.1 Customer must first validate the Payer by entering the Payer's DuitNow ID or Account Number in i-Muamalat;
- 3.1.2 The Bank will perform a 'Name Enquiry' to verify the Payer's registration of its DuitNow ID or Account and if the Payer is registered, the Bank will display the name of such registered DuitNow Payer;
- 3.1.3 Customer is 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
- 3.2 If Customer wishes to transfer funds via DuitNow Request as stated in **Clause 2.1.2**:
- 3.2.1 Customer must initiate a transaction in i-Muamalat by approving the payment request by Recipient;
- 3.2.2 Customer is responsible for the accuracy, correctness and completeness of transaction details in the payment request from Recipient prior to confirming; and
- 3.2.3 The Bank will notify Customer on the status of each successful, failed or rejected DuitNow Request transaction via i-Muamalat.
- 3.3 Customer acknowledges and agrees that the Bank 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 the Bank 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, Customer agrees that once a DuitNow Request transaction has confirmed, it will be deemed irrevocable and Customer will not be able to cancel, stop or perform any changes to that DuitNow Request transaction.

4. Multiple Name Enquiry Validation

- 4.1 If Customer wishes to receive funds via DuitNow Request, Customer is advised not to submit multiple "Name Enquiry" validation without a confirmed DuitNow Request payment request. The Bank shall not display the results of the "Name Enquiry" validation upon 5 consecutive

“Name Enquiry” validation that are not followed with a confirmed DuitNow Request payment request.

- 4.2 Without prejudice to any of the Bank’s rights and remedies, the bank reserves the right to terminate or suspend Customer access to and use of the DuitNow Request service where the Bank considers in the Bank 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. Customer is advised to contact the Bank should Customer encounter any issues relating to the foregoing.

5. Recovery of Funds

- 5.1 Customer has rights in relation to the investigation and recovery of erroneous or, mistaken transactions as stated in **Clause 6** and unauthorised or fraudulent DuitNow Request transactions as stated in **Clause 7** made from Customer Account.

6. Erroneous/Mistaken DuitNow Request Transactions

- 6.1 If Customer has made an erroneous/mistaken DuitNow Request transaction, Customer may request for recovery of the funds within ten (10) Business Days from the date the erroneous/mistaken transaction was made and the Bank will work with the affected Recipient’s bank or e-money issuer to return the said funds to Customer within seven (7) Business Days from the date of receipt of Customer 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 Customer.
- 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 Customer within one (1) Business Day.

7. Unauthorised/Fraudulent DuitNow Request Transaction

- 7.1 For DuitNow Request transactions which were not authorised by Customer or which are fraudulent, the Bank will, upon receiving a report from Customer alleging that an unauthorised/fraudulent DuitNow Request transaction was made, remit the funds back to Customer provided the following conditions are met:
- 7.1.1 The Bank shall conduct an investigation and determine within fourteen (14) calendar days, if the unauthorised/fraudulent transaction did occur; and
- 7.1.2 If the Bank is satisfied that the unauthorised/fraudulent transaction did indeed occur and was not caused by Customer, the Bank shall initiate a reversal process whereby all debit posted to Customer account arising from the unauthorised/fraudulent transaction would be reversed.

8. Liability and Indemnity

- 8.1 Customer acknowledges and agrees that, unless expressly prohibited by mandatory laws, the Bank and the DuitNow Request Owner & Operator shall not be liable to Customer 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 the Bank arising from:
- 8.1.1 Customer negligence, misconduct or breach of any of these Terms;
- 8.1.2 Insufficient funds in Customer Account for the Bank to process the DuitNow Request transaction;
- 8.1.3 Customer has exceeded Customer daily transfer limit;
- 8.1.4 Any transaction given or purported to be given by Customer;

- 8.1.5 Any erroneous transfer of funds by Customer, 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 Customer shall indemnify the Bank, the Bank's affiliates, and the DuitNow Request Owner & Operator against any loss or damage suffered due to any claim, demand or action brought against the Bank and the DuitNow Request Owner & Operator resulting from any negligent and/or fraudulent act to these Terms by Customer unless such claim, demand, expense, loss, damage or liability is attributable to the wilful default, gross negligence or fraud of the Bank.
- 9. General**
- 9.1 The Bank reserves the right to revise at any time, such charges for the use of the DuitNow Request service, by providing thirty (30) days' notice to Customer via any of the Bank's available communication channels. Such revisions shall take effect from the date stated in the notice. Where Customer continues to access or use the DuitNow Request service after such notification, Customer shall be deemed to have agreed to and accepted such revisions to such charges.
- 9.2 Customer acknowledges that the Bank may terminate Customer use of the DuitNow Request service with the Bank for any reason, with seven (7) days prior notice.
- 9.3 Customer acknowledges that the Bank has the right to change, restrict, vary, suspend or modify these Terms by providing Customer with thirty (30) days' notice in such manner as the Bank deem fit.
- 9.4 Customer consents to the collection, use and disclosure of Customer personal data (including contact details) by the Bank, the Bank's affiliates, the Bank's service providers and the DuitNow Request Owner & Operator as required for the purposes of the DuitNow Request service.
- 9.5 These Terms are governed by and shall be construed in accordance with the laws of Malaysia.