

TERMS AND CONDITIONS

DUITNOW AUTODEBIT

In these DuitNow AutoDebit Terms and Conditions (“Terms”), reference to “Customer” refer to the Bank Muamalat Malaysia Berhad (“BMMB”) customer who is utilising the DuitNow AutoDebit service and has an account with BMMB and reference to “the Bank” refer to BMMB.

Definitions

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

“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 AutoDebit Owner and Operator from time to time.

“DuitNow AutoDebit Owner and Operator” means Payments Network Malaysia Sdn. Bhd. (Company No.: 200801035403 [836743-D]).

“DuitNow AutoDebit Registration” means a service allows Customer or merchant to initiate DuitNow AutoDebit registration or maintenance using Customer’s DuitNow ID or account number.

“National Addressing Database (NAD)” means a central addressing depository established by the NAD Operator that links a bank account or an e-money account to a recipients DuitNow ID and facilitates payment to be made to a recipient by referencing the recipient’s DuitNow ID.

“NAD Operator” means Payments Network Malaysia Sdn. Bhd. (Company No.: 200801035403 [836743-D]).

“Participant” means a Bank or Non-Bank that has been granted approval by DuitNow AutoDebit Owner and Operator to access the DuitNow AutoDebit Platform.

“Personal Data” means any information in respect of commercial transactions that relate directly or indirectly to a Payer, who is identified or identifiable from that information which includes, but not limited to, the Payer’s name, address, identification card number, passport number, banking information, email address and contact details.

“Recipient” means an individual or government agencies, statutory bodies, companies, body corporates, businesses, (including sole proprietors and partnerships) societies, charities and other entities who receives funds via the DuitNow AutoDebit service.

1. Introduction

- 1.1 These Terms apply to and regulate Customer use of the DuitNow AutoDebit service offered by the Bank. The DuitNow AutoDebit service allows Customer to register DuitNow AutoDebit via i-Muamalat or merchant, from Customer designated bank account maintained with BMMB, to a bank or e-money account maintained by Customer Recipient at a participating DuitNow AutoDebit participant, or such other means as prescribed by the Bank or the DuitNow AutoDebit Owner and Operator from time to time.
- 1.2 The DuitNow AutoDebit 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.

2. DuitNow AutoDebit Service

- 2.1 The Bank will notify immediately to the Customer on the status of each successful, failed or rejected DuitNow AutoDebit transaction via i-Muamalat.
- 2.2 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 registered recipient is the intended recipient, and the Bank shall not be liable for confirming the DuitNow AutoDebit such registered recipient even if such person is not the intended recipient.
- 2.3 Pursuant to Clause 2.2 above, Customer agrees that once a DuitNow AutoDebit has confirmed, it will be deemed irrevocable and Customer will not be able to cancel, stop or perform any changes to that DuitNow AutoDebit.

3. Recovery of Funds

- 3.1 In the event, the DuitNow AutoDebit are involving debiting amount of money from the account, Customer has rights in relation to the investigation and recovery of, erroneous payments and unauthorised (includes fraudulent) DuitNow AutoDebit and transactions made from Customer account.

4. Erroneous DuitNow AutoDebit

- 4.1 If Customer has made an erroneous DuitNow AutoDebit, Customer may request for recovery of the funds within ten (10) business days from the date the erroneous DuitNow AutoDebit was made and the Bank will work with the affected recipient's bank/ e-money issuer to return the said funds to Customer within seven (7) Business Day provided the following conditions are met:
 - 4.1.1 The registration was wrongly routed into the affected recipient's account;
or
 - 4.1.2 If funds have been wrongly debited, whether the balances in the affected recipient'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 and the recipient's bank/ e-money issuer may partially remit the recoverable fund back to Customer.
- 4.2 Request for recovery of funds between eleven (11) Business Days and seven (7) months from the date the erroneous DuitNow transaction was made:
 - 4.2.1 The affected receiving participant is fully satisfied that funds were erroneously credited to the affected recipient; and
 - 4.2.2 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' accounts 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. After fifteen (15) Business Day, if the affected recipients fail to establish their entitlement to the funds, the affected recipient's bank/

e-money issuer shall debit the affected recipients' account and remit the funds back to Customer.

- 4.3 Requests to recover funds after seven (7) months from the date of the erroneous DuitNow AutoDebit:
- 4.3.1 The affected recipient's bank/ e-money issuer is fully satisfied that funds were erroneously credited to the affected recipient;
 - 4.3.2 The affected recipient's bank/ e-money issuer shall obtain from the affected recipient the decision whether to grant consent within ten (10) Business Days; and
 - 4.3.3 Once consent is obtained, the affected recipient's bank/ e-money issuer shall debit the affected recipient's account and remit the funds back to Customer within one (1) Business Day.

5. Unauthorised or Fraudulent DuitNow AutoDebit

- 5.1 For DuitNow AutoDebit which were not authorised by Customer or which are fraudulent, the Bank will, upon receiving a report from Customer alleging that an unauthorised or fraudulent DuitNow AutoDebit was made, if in the event money has debited, remit the funds back to Customer provided the following conditions are met:
- 5.1.1 The Bank shall conduct an investigation and determine within fourteen (14) calendar days, if the unauthorised or fraudulent payment did occur; and
 - 5.1.2 If the Bank is satisfied that the unauthorised or fraudulent payment request did indeed occur and was not caused by Customer, the Bank shall initiate a reversal process whereby all debit posted to Customer's account arising from the unauthorised or fraudulent DuitNow AutoDebit and money has debited would be reversed.

6. Liability and Indemnity

- 6.1 Customer acknowledges and agrees that, unless expressly prohibited by mandatory laws, the Bank and the DuitNow AutoDebit Owner and 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 services offered by the Bank arising from:
- 6.1.1 Customer negligence, misconduct or breach of any of these Terms;
 - 6.1.2 Any failure, delay, error or non-transmission of funds due to system maintenance, breakdown or non-availability of any network, software or hardware of BMMB and the DuitNow AutoDebit Owner and Operator; or
 - 6.1.3 The suspension, termination or discontinuance of the DuitNow services.
- 6.2 Customer shall indemnify the Bank, the Bank's affiliates, and the DuitNow AutoDebit Owner and Operator against any loss or damage suffered due to any claim, demand or action brought against the Bank, the Bank's affiliates, and the DuitNow AutoDebit Owner and Operator resulting from any negligent and/or fraudulent act to the DuitNow AutoDebit Terms and Conditions by Customer unless such claim, demand, expense, loss, damage or liability is attributable to the wilful default, gross negligence or fraud of the Bank.

7. General

- 7.1 The Bank reserves the right to revise at any time, such charges for the use of the DuitNow AutoDebit services, by providing Customer thirty (30) days' notice to Customer. Such revisions shall take effect from the date stated in the notice. Where Customer continues to access or use the DuitNow AutoDebit services after such notification, Customer shall be deemed to have agreed to and accepted such revisions to such charges.
- 7.2 Customer acknowledges that the Bank may terminate Customer use of the DuitNow AutoDebit services with the Bank for any reason, with seven (7) days prior notice.
- 7.3 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.
- 7.4 Customer consents to the collection, use and disclosure of Customer Personal Data by the Bank, Bank's affiliates, the Bank's service providers and the DuitNow AutoDebit Owner and Operator as required for the purposes of the DuitNow AutoDebit services.
- 7.5 These Terms are governed by and shall be construed in accordance with the laws of Malaysia.