

**DuitNow Transfer Terms and Conditions**  
**Effective date: 28 November 2022**

SUMMARY OF CHANGES
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We will be implementing DuitNow via GO Biz effective from 28 November 2022 and changes are made on Clause 2.2, 2.5 and 3.2
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In these DuitNow Transfer Terms and Conditions (“Terms”), references made to “You”, “Your”, and “Yours” refer to the Bank Islam’s customer who is utilising the DuitNow Transfer service and has an account with Bank Islam and references made to “We”, “Our”, “Ours” and “Us” refers to Bank Islam.

### Definitions

“**Business Day**” means any day from Monday to Friday on which Bank Islam is open for business in Kuala Lumpur, Malaysia, but excludes public holidays.

“**DuitNow Transfer**” means a service which allows customers to initiate and receive instant credit transfers using a recipient’s account number or DuitNow ID.

“**DuitNow ID**” means common identifiers of an account holder such as a mobile number, NRIC, passport number (in the case of foreign customer), 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 common identifiers as may be introduced by the DuitNow Operator from time to time.

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

“**National Addressing Depository (NAD)**” means a central addressing depository established by the NAD Operator that links a bank account to a recipient’s DuitNow ID and facilitates payment to be made to a recipient by referencing the recipient’s DuitNow ID.

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

### 1. Introduction

- 1.1 These Terms apply to and regulate Your use of the DuitNow Transfer service offered by Us. The DuitNow Transfer service allows You to transfer an amount specified by You from Your designated bank account maintained with Us, to a bank account maintained by Your recipient at a participating DuitNow Transfer participant via Pay-to-Account Number and Pay-to-Proxy (Pay via DuitNow ID), or such other means as prescribed by Us or the DuitNow Operator from time to time.
- 1.2 The DuitNow Transfer service offered by Us is part of the Electronic Banking Services, and accordingly these Terms are in addition to and shall be read together with the following Bank Islam’s Terms and Conditions as follows:
  - 1.2.1 Terms and Conditions of Access and Use of Website;
  - 1.2.2 Terms and Conditions of Bank Islam Internet and Mobile Banking;
  - 1.2.3 Terms and Conditions of Bank Islam GO Biz;
  - 1.2.4 Terms and Conditions of Bank Islam Debit Card-i;
  - 1.2.5 Bank Islam’s Privacy Notice (which is available at <https://www.bankislam.biz>); and
  - 1.2.6 National Addressing Database (NAD) Terms and Conditions.

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In the event of any inconsistency of the above terms and conditions: -

- (a) the Terms and Conditions of Bank Islam Internet and Mobile Banking shall prevail (if DuitNow service is done via Internet or Mobile Banking);
- (b) the Terms and Conditions of Bank Islam GO Biz shall prevail (if DuitNow service is done via GO Biz); or
- (c) the Terms and Conditions of Bank Islam Debit Card-i shall prevail (if DuitNow service is done via ATM).

## **2. DuitNow Transfer Services**

- 2.1 In order for You to receive fund via DuitNow ID, registration is required at Our Internet or Mobile Banking, GO Biz or ATM.
- 2.2 If You wish to send funds via DuitNow Transfer, you must first initiate a payment by entering the recipient's account number or DuitNow ID in Our Internet or Mobile Banking, GO Biz or ATM.
- 2.3 We will perform a 'Name Enquiry Request' to verify the recipient's registration of its DuitNow ID in NAD and if the recipient is registered, we will display the name of such registered DuitNow Transfer recipient.
- 2.4 You are responsible for the correct entry of the recipient's account number or DuitNow ID and ensuring that the recipient's name displayed is the intended recipient of the funds prior to confirming the DuitNow Transfer transaction.
- 2.5 We will notify You on the status of each successful, failed or rejected DuitNow Transfer transaction via Our Internet or Mobile Banking, GO Biz or ATM.
- 2.6 You acknowledge and agree that We shall have no duty to and shall not be required to take any steps to verify or seek any other confirmation from any party as to whether such registered recipient is the intended recipient, and We shall not be liable for transferring the funds to such registered recipient even if such person is not the intended Recipient.
- 2.7 Pursuant to Clause 2.6 above, You agree that once a DuitNow Transfer transaction has been completed, it will be deemed irrevocable and You will not be able to cancel, stop or perform any changes to that DuitNow Transfer transaction.
- 2.8 The DuitNow Transfer service shall not be used for non-halal purposes.

## **3. Multiple Name Enquiry Requests**

- 3.1 You are advised not to submit multiple "Name Enquiry Requests" to Us without a confirmed DuitNow Transfer transaction, be it "successful", "pending", or "rejected". We shall not display the results of the "Name Enquiry Requests" on our transaction page or screen after five (5) consecutive Name Enquiry Requests which every enquiry is not followed with a confirmed DuitNow Transfer transaction.
- 3.2 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 Transfer service where We consider in Our sole discretion that inappropriate, fraudulent or suspicious use is being made of the DuitNow Transfer services, such as where multiple Name Enquiry Requests are submitted without a confirmed DuitNow Transfer transaction. You are advised to contact Our Contact Center at 03-26 900 900 should You encounter any of the foregoing suspicious use of the DuitNow Transfer services.

## **4. Recovery of Funds**

- 4.1 We will investigate and provide relevant advice to You with regards to erroneous and unauthorized (including fraudulent) DuitNow Transfer transactions made from Your account.

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**5. Erroneous DuitNow Transfer Transaction**

- 5.1 If You have made an erroneous DuitNow Transfer transaction, You may request for recovery of the funds within ten (10) Business Days from the date the erroneous DuitNow Transfer transaction was made and We will work with the affected recipient's bank to return the said funds to You within seven (7) Business Days provided the following conditions are met:
- 5.1.1 The funds were actually wrongly credited into the affected recipient's account;
  - 5.1.2 If funds have been wrongly credited;
    - (a) the erroneously credited funds may be recoverable if the balances in the affected recipient's account is sufficient to cover the recovery amount; or
    - (b) the erroneously credited funds may not be recoverable fully or recovered partially only if the balances are not sufficient to cover the recovery amount.
- 5.2 Any request for recovery of funds between eleven (11) Business Days and seven (7) months from the date the erroneous DuitNow Transfer transaction was made shall be handled in the following manner:
- 5.2.1 Upon the affected recipient's bank is satisfied that the funds were erroneously credited to the affected recipient, the affected recipient's bank shall deliver a written notice to the affected recipient regarding the funds recovery request;
  - 5.2.2 Unless the affected recipient provides reasonable evidence that the recipient is entitled to the funds in question, the erroneously credited funds would be recovered by debiting the affected recipient's account within ten (10) Business Days from the date of the notification;
  - 5.2.3 In the event the affected recipient question the funds and failed to establish his/her entitlement to the funds, the affected recipient's bank shall, after fifteen (15) Business Days, debit the affected recipient's account and remit the funds back to You.
- 5.3 Any requests to recover funds after seven (7) months from the date of the erroneous DuitNow Transfer transaction was made shall be handled in the following manner:
- 5.3.1 Upon the affected recipient's bank being satisfied that funds were erroneously credited to the affected recipient, the affected recipient's bank shall seek the written consent from the affected recipient to debit the affected recipient's account and remit the funds to You within ten (10) Business Days; and
  - 5.3.2 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.

**6. Unauthorised or Fraudulent DuitNow Transfer Transaction**

- 6.1 For DuitNow Transfer transactions which are not authorised by You or which are fraudulent, We will, upon receiving a report from You that an unauthorised or fraudulent DuitNow Transfer transaction was made, remit the funds back to You provided, we are satisfied, based on an investigation to be conducted within fourteen (14) Business Days after receiving Your report, that the unauthorised or fraudulent payment did occur and was not caused by You.

**7. Liability and Indemnity**

- 7.1 You acknowledge and agree that, unless expressly prohibited by mandatory laws, We and the DuitNow Operator shall not be liable to You or any third party for any direct, indirect or consequential losses, liabilities, costs, damages, claims, actions or proceedings of any kind whatsoever in respect to any matter of whatsoever nature in connection with the DuitNow Transfer services offered by Us arising from:
- 7.1.1 Your negligence, misconduct or breach of any of these Terms;
  - 7.1.2 Any erroneous transfer of funds by You, including any transfer of funds to the wrong DuitNow ID, wrong recipient or wrong third party;
  - 7.1.3 The suspension, termination or discontinuance of the DuitNow Transfer services.

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

**8. General**

8.1 We reserve the right to revise at any time, such charges for the use of the DuitNow Transfer services, by providing You with thirty (30) days' notice. Such revisions shall take effect from the date stated in the notice. Where You continue to access or use the DuitNow Transfer services after such notification, You shall be deemed to have agreed to and accepted such revisions to such charges.

8.2 You acknowledge that We may terminate Your use of the DuitNow Transfer services with Us for any reason, at any time and without prior notice.

8.3 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 the following manner:

8.3.1 Addressed to the last address given by you to Bank Islam, or

8.3.2 Displayed at Bank Islam's branches or website, or

8.3.3 Displayed on the screen when accessing Internet or Mobile Banking or GO Biz; or

8.3.4 In such other manner as may be prescribed by Bank Islam from time to time.

8.4 You consent to the collection, use and disclosure of Your Personal Data by Us, Our affiliates, Our service providers and the DuitNow Operator as required for the purposes of the DuitNow Transfer services.

8.5 These Terms are governed by and shall be construed in accordance with the laws of Malaysia. You agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.