

PART XII APPENDICES

Appendix A: DuitNow Terms and Conditions

In these DuitNow Terms and Conditions (“Terms”), references made to “You”, “Your” and “Yours” refer to the Bank Islam customer whom is utilising the DuitNow 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” 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, 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.: 836743-D)

“National Addressing Depository (NAD)” means a central addressing depository established by the NAD Operator that links a bank account or an e-money 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 service offered by Us. The DuitNow service allows You to transfer an amount specified by You from Your designated bank or e-money account maintained with Us, to a bank or e-money account maintained by Your recipient at a participating DuitNow participant via Pay-to-account number and Pay via DuitNow ID, or such other means as prescribed by Us or the DuitNow Operator from time to time.

1.2 The DuitNow 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 Malaysia Berhad’s Internet Banking Services;
- 1.2.3 Terms and Conditions of Bank Islam Mobile App;
- 1.2.4 Bank Islam’s Privacy Notice (which is available at <https://www.bankislam.biz>); and

1.2.5 National Addressing Database (NAD) Terms and Conditions.

In the event of any inconsistency, the Terms and Conditions of Bank Islam Malaysia Berhad's Internet Banking Services shall prevail.

2. DuitNow Services

- 2.1 In order for You to receive fund via DuitNow, registration is required at Our Internet Banking.
- 2.2 If You wish to send funds via DuitNow, You must first initiate a payment by entering the recipient's DuitNow ID in Our Internet Banking.
- 2.3 We will perform a 'Look-up 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 recipient.
- 2.4 You are responsible for the correct entry of the recipients DuitNow ID and ensuring that the recipient's name displayed is the intended recipient of the funds prior to confirming the DuitNow transaction.
- 2.5 We will notify You on the status of each successful, failed or rejected DuitNow transaction via Our Internet Banking.
- 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 2.4 above, You agree that once a DuitNow 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 transaction.
- 2.8 The DuitNow service shall not be used for non-halal purposes.

3. Multiple Look-Up Requests

- 3.1 You are advised not to submit multiple "Look-Up Requests" without a confirmed DuitNow transaction. We shall not display the results of the "Look-Up Requests" upon five (5) consecutive Look-Up Requests that are not followed with a confirmed DuitNow 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 service where We consider in Our sole discretion that inappropriate, fraudulent or suspicious use is being made of the DuitNow services, such as where multiple "Look-Up Requests" are submitted without a confirmed DuitNow transaction. You are advised to contact Our Contact Center at 03-26 900 900 should You encounter any issues relating to the foregoing.

4. Recovery of Funds

- 4.1 Bank Islam will investigate and provide relevant advice to customer with regard to erroneous and unauthorized (include fraudulent) DuitNow transactions made from the customer's account.

5. Erroneous DuitNow Transaction

- 5.1 If You have made an erroneous DuitNow transaction, You may request for recovery of the funds within ten (10) Business Days from the date the erroneous DuitNow 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;
 - 5.1.2.1 the erroneously credited funds may be recoverable if the balances in the affected recipient's account is sufficient to cover the recovery amount; or
 - 5.1.2.2 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 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 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 Transaction

- 6.1 For DuitNow 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 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.

7. Liability and Indemnity

- 7.1 You acknowledge and agree that, unless expressly prohibited by 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 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 Any failure, delay, error or non-transmission of funds due to system maintenance, breakdown or non-availability of any network, software or hardware of Bank Islam and the DuitNow Operator; or
 - 7.1.4 The suspension, termination or discontinuance of the DuitNow services.
- 7.2 You shall indemnify, defend and hold Us, Our affiliates, and the DuitNow Operator harmless from and against any claims, proceedings, actions, losses, damages, costs (including all legal costs on an indemnity basis), liabilities or expenses, whether foreseeable or not, resulting from or arising in connection with any fault, act or omission by You (including but not limited to Your negligence, misconduct or breach of any of these Terms).

8. General

- 8.1 We reserve the right to revise at any time, such charges for the use of the DuitNow services, upon notice to You. Such revisions shall take effect from the date stated in the notice. Where You continue to access or use the DuitNow 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 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 such manner as We deem fit.
- 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 services.
- 8.5 These Terms are governed by and shall be construed in accordance with the laws of Malaysia.