

## STANDARD TERMS AND CONDITIONS

THESE ARE THE STANDARD TERMS AND CONDITIONS (THE "STANDARD TERMS") APPLICABLE TO ANY ACCOUNT, AND RELATED BANKING SERVICE, PRODUCT OR FACILITY, WE MAY FROM TIME TO TIME PROVIDE TO YOU (THE "**SERVICE**") THROUGH OUR CORPORATE INTERNET BANKING PLATFORM ("**i-bizRAKYAT**"). YOU SHOULD READ THE STANDARD TERMS CAREFULLY BEFORE APPLYING FOR ANY SERVICES OR ACCESSING TO i-bizRAKYAT. WE MAY ACCEPT OR REJECT YOUR APPLICATION FOR ANY SERVICES BASED ON OUR INTERNAL POLICY. THE STANDARD TERMS MAY BE SUPPLEMENTAL WITH ANY OTHER APPLICABLE TERMS AND CONDITIONS RELATING TO THE SERVICES AND/OR ACCOUNT OPENING AND/OR BANKING SERVICES, PRODUCT AND/OR FACILITIES (THE "**TERMS AND CONDITIONS**"). UNLESS THE CONTEXT REQUIRES OTHERWISE, ALL CAPITALISED EXPRESSIONS USED IN THE STANDARD TERMS SHALL HAVE THE MEANING TO THEM IN PART A BELOW.

### 1. DEFINITIONS

1.1 The following definitions apply to the Standard Terms unless otherwise specified in the Standard Terms:

<b>"Account"</b>	means any and all account(s) currently or opened and maintained with us which may be accessed through i-bizRAKYAT from time to time;
<b>"Account Statements"</b>	shall have the meaning set out in paragraph 7 (Account Statements);
<b>"Agent"</b>	means any representative, agent, correspondent bank, counter, vendor, professional adviser, contractor or third-party service provider and "Agents" shall be construed accordingly;
<b>"Agreement"</b>	means, in respect of each Service, the contract between you and us for such Service, comprising the Standard Terms, Application Form and the Terms and Conditions together with the Letter of Offer (if any) and all such agreement created or contract agreed between you and us in relation to i-bizRAKYAT as may be amended, modified or updated from time to time subject to us giving twenty one (21) days' notice prior to implementation of new terms and conditions;
<b>"Authorisation"</b>	means: <ul style="list-style-type: none"><li>(a) an authorisation, consent, approval, resolution, license, exemption, filing, notarisation, lodgment or registration, or</li><li>(b) in relation to anything which will be fully or partly prohibited or restricted by law if a Government Agency intervenes or acts in any way within a specified period after lodgment, filing, registration or notification, the expiry of that period without intervention or action;</li></ul>
<b>"Authorised Person"</b>	means any person you designate in writing (including electronically) as having the authority (either singly or jointly) to issue instructions or to perform transactions on your behalf under this Agreement or in relation to a Service and/or Account, and may include authorised signatories for purpose of Application Form and in respect of an Electronic Banking Service, an Authorised User;
<b>"Authorised User"</b>	means a person who is authorised by you to access and use an Electronic Banking Service;
<b>"Bank Rakyat Group"</b>	means Bank Kerjasama Rakyat Malaysia Berhad or any of its Related Corporation;
<b>"Business Day"</b>	means a day on which we are open for general banking business in the Service location for the relevant Service;
<b>"Communication"</b>	means any transmission of information including any instruction, enquiries, advices, demand or notice;
<b>"Electronic Banking Service"</b>	means any electronic service which we provide to enable you to access any

other Services, or transmit any Communication electronically and it shall also be known as **"Corporate Internet Banking"** or **"i-BizRAKYAT"**;

**"Governing Jurisdiction"**

means jurisdiction in accordance with the laws of Malaysia as specifically mentioned in paragraph 30;

**"Governmental Agency"**

means any government or any governmental agency, semi- governmental or judicial entity or authority (including, without limitation, any stock exchange or any self-regulatory organisation established under law);

**"Holding Company"**

means in relation to a company or corporation, any other company or corporation in respect of which is it a Subsidiary;

**"Insolvency Proceeding"**

means:

- (a) in relation to a company, if an order is made or an application or petition is presented or a resolution is passed for the administration, liquidation, statutory management, winding up or dissolution of that company;
- (b) any corporate action, legal proceedings or other procedure or step is taken in relation to the suspension of payments, a moratorium of any indebtedness, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of you;
- (c) receiver, administrator, liquidator, administrative receiver, compulsory manager, provisional supervisor or other similar officer, official or creditors' representative is appointed in respect of you or over any of your assets;
- (d) that you are declared insolvent or bankrupt under any law;
- (e) that you cease or threaten to cease to carry on all or a substantial part of your business;
- (f) the holder of any security takes possession of the whole or any material part of your property or assets;
- (g) that you enter into a compromise, composition or arrangement with, or assignment for the benefit of, any of its members or creditors (or a class of such creditors);
- (h) that you are otherwise unable to pay your debt when they fall due, or suffers an enforcement of any security over any of your assets;
- (i) the financial position or the value of any of your securities we hold of changes adversely to a material extent in each case in our opinion;
- (j) something having a substantially similar effect to the above happens in connection with that person under the law of the jurisdiction;

**"Intellectual Property Rights"**

means any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and the benefit of all applications and rights to use such assets (which may now or in future subsists);

**"Letter of Offer"**

means any letter and/or document (as may be amended and/or supplemented from time to time subject to prior notice given) from us to you for any Service (if applicable);

**"Loss"**

means all loss, liability, damage, cost and expense (including tax, legal fees and disbursements and cost of investigation, litigation, arbitration, settlement, judgment, award, profit/charges and fine/compensation), and

	“Losses” shall be construed accordingly;
<b>“Network Service Provider”</b>	means any Internet service provider or commercial online service provider providing connection to the Internet;
<b>“Related Corporations”</b>	means in relation to any person, a Subsidiary of that person or a Holding Company (including head offices and branches of the above);
<b>“Representative”</b>	mean our directors, officers, employees, correspondents or agents; means
<b>“Security Code”</b>	any confidential password, security code or other identifier issued by us, directly or indirectly, to access or facilitate access to an Electronic Banking Service and “Security Codes” shall be construed accordingly;
<b>“Security Device”</b>	means any token, device, electronic key, smartcard, procedure or other things issued by us, directly or indirectly, to access or facilitate access to an Electronic Banking Service and “Security Devices” shall be construed accordingly;
<b>“Service”</b>	shall have the meaning set out in the opening paragraph of the Standard Terms;
<b>“Service Location”</b>	means the country or jurisdictional location in which the relevant Service is provided to you;
<b>“Standard Terms”</b>	shall have the meaning set out in the opening paragraph of the Standard Terms;
<b>“Subsidiary”</b>	means for the purposes of the Standard Terms, a corporation shall be deemed to be a subsidiary of another corporation, if : <ul style="list-style-type: none"> <li>(a) that other corporation; <ul style="list-style-type: none"> <li>i. controls the composition of the board of directors of the first-mentioned corporation;</li> <li>ii. controls more than half of the voting power of the first-mentioned corporation; or</li> <li>iii. holds more than half of the issued share capital of the first-mentioned corporation (excluding any part thereof which consists of preference shares; or</li> </ul> </li> <li>(b) the first-mentioned corporation is a subsidiary of any corporation which is that other corporation’s subsidiary;</li> </ul>
<b>“SWIFT”</b>	refers to the Society for Worldwide Interbank Financial Telecommunications;
<b>“System”</b>	means any software, hardware, server, data process, telecommunications, operating systems provided by, or on behalf of, us in support of and used together with any Electronic Banking Services, or update thereto and “Systems” shall be construed accordingly;
<b>“Tax”</b>	means any tax (including services tax or any other tax of a similar nature), levy, impost, duty or other charge or withholding of a similar nature (including any compensation, profit/charges, fines and expenses payable in connection with any failure to pay or any delay in paying any of the same) and “Taxes” shall be construed accordingly; and
<b>“Terms and Conditions”</b>	means those additional terms and conditions applicable to a particular Service that we provide to you and/or account opening and/or banking services, products and/or facilities, as may be amended/updated from time to time subject to twenty-one (21) days’ prior notice been given to you before the implementation of new terms and conditions;

**"User Manual"**

means the manual (if any) as may be amended from time to time and other material which we provide or make available to you which sets out user information, guidance, procedures and/or requirements relating to the use of Service.

**2. INTERPRETATION**

2.1 Unless a contrary intention appears, any reference in each Agreement to:

- (a) You, your, yours and yourself shall refer to the person and/ or company and/or enterprise we have provided or are providing a Service to as named in the Agreement and, where applicable, all trustees, partners and persons identified in paragraph 26 (Joint and Several Liability);
- (b) We, us, our and ourselves shall refer to the Bank Rakyat Group (including the relevant Representative and Agent) identified in the Agreement as the provider of the relevant Service;
- (c) An associated corporation of another corporation means that the second corporation owns or control at least 20% but not more than 50% of the voting power of the first-mentioned corporation;
- (d) A document (including any Agreement) includes any variation or replacement of it;
- (e) Including shall be construed as including without limitation;
- (f) Any instruction and any action to instruct shall also include any request, direction, order, notice and agreement;
- (g) Any invoice shall include a bill and any other commercial document issued by a seller to a buyer indicating (amongst others) the products, quantities and agreed prices for products and services that the seller has already provided the buyer with;
- (h) A provision of law is a reference to that provision as amended or re-enacted;
- (i) Party shall refer to you or us and parties means both you and us;
- (j) A person includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) or two or more of the foregoing and includes that person's successors in title, permitted assigns and permitted transferee;
- (k) A regulation includes any rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (l) Vary a document shall also mean to modify, amend, cancel or waive that document;
- (m) That singular includes the plural and vice versa; and
- (n) Any paragraph headings are inserted for convenience only and shall not direct the interpretation of any provision of any Agreement.

**PART B - GENERAL****3. YOUR RESPONSIBILITY**

You confirm that you understand the features of any Services offered to you. Nothing in the Standard Terms should be construed as a representation or recommendation by us concerning an investment in any account or deposit-related Services or financing-related Service we may provide to you. You should seek independent legal, financial, tax and other relevant advice before deciding whether to apply for any Service. You agree to comply with all applicable laws and regulations and follow any instruction or security procedure which we provide or make available to you in relation to any Service. You are not allowed to perform any non-Shariah compliant transactions via i-bizRAKYAT. We shall not be liable for any non-Shariah compliant transaction performed thereof.

**4. AUTHORISATION**

4.1 You represent and warrant to us that:

- (a) you have the capacity to enter into any Agreement and/or subscribe to any Service;

- (b) all Authorisations required or desirable in connection with the entry info, performance, validity and enforceability of an Agreement and/or Service have been obtained or effected; and
- (c) your entry into and performance of any Agreement and/or Service do not and will not conflict with any laws or regulations applicable to you.

4.2 You agree that instructions received from Authorised Person(s) shall be deemed as instructions received from you of which we shall accept and act upon such instructions. You may revoke or replace an Authorised Person's authority at any time by notifying us in accordance with Paragraph 6 (Communications). Any change in a person's authority mandate shall not be effective until:

- (a) we receive the relevant notification; and
- (b) where you have requested us to establish a new person as an Authorised Person, we are satisfied of the new person's authority.

## 5. INSTRUCTIONS

5.1 You agree that any instruction (including a payment instruction) upon successfully received from an Authorised Person or Authorised Persons (as the case may be) shall be irrevocable and binding. Where such an instruction has been given in accordance with the relevant authority mandate agreed between you and us then we are not obligated to:

- (a) confirm our receipt of the instruction with you;
- (b) investigate the authority of any Authorised Person giving the instruction; or
- (c) verify the authenticity, accuracy or completeness of the instruction, but may do so if necessary.

5.2 Without prejudice to the paragraph above, we may reject or delay executing any instruction (including a payment instruction) if:

- (a) any such instruction is, based on our determination, unclear, conflicting, incorrect, incomplete or in a format (electronic or otherwise) not approved by us;
- (b) if we have, in our discretion as may be reasonably exercised, reason to suspect that that it is unauthorised, fraudulent or not otherwise authentic;
- (c) if it is, in our discretion as may be reasonably exercised, in breach of (or may breach) any of our security procedures, any applicable law or any regulation.

The execution of any instruction you give us is also subject to the cut-off times applicable to the Services in question and, where applicable, any credit limit we have agreed with you. Where you ask to, we will try to stop an instruction before it is executed, but we shall not be responsible for any Loss if we are unable to do so in time.

5.3 We may but do not have the obligation to contact you for further information if any of your instructions are unclear, conflicting, incorrect or incomplete. Any such action we take shall not prejudice our right set out in the paragraph above to reject or delay executing of such instruction.

### 5.4 Further Responsibility & Undertaking

#### Electronic Device

- (a) You shall, at all times, be responsible for any usage of any personal and/or third party's electronic devices by you or your Authorised Users for purpose of obtaining access to the Internet and to Electronic Banking Services at your own risk and expense.
- (b) You shall also be responsible for your and/or your Authorised User's own personal and/or third party's device antivirus, firewalls and security measures to prevent any unauthorized access to your transactions and accounts via the Electronic Banking Service. You are advised to follow any other security regulations/procedures that may be prescribed by BKRM from time to time whether in the website or by any medium of notification as prescribe in **Clause 6**.
- (c) You shall not and shall cause your Authorised User to not use Electronic Banking Services on any jail-broken or rooted device.

### **Internet Browser/Hardware/Software**

- (a) You shall, at all times, be responsible for using of any necessary internet browser and/or any other search engines and/or hardware and/or software (not limited to MAC OS, Windows, Linux, IOS and Android) by you or your Authorised User, necessary to obtain access to Internet and to Electronic Banking Services at your own risk and expense.

### **Access to Internet**

- (a) You shall, at all times, cause for the maintenance of any account that you and/or your Authorised User may have with a Network Service Provider for your and/or your Authorised User's access to Internet to be able to access Electronic Banking Services. You acknowledge that access to Internet, to that extent, would be subject to terms and conditions between you and/or your Authorised User and the Network Service Provider of your and/or your Authorised User's choice.
- (b) You shall, at all times, be responsible for using of any public Wi-Fi connection provided by third party for you and/or your Authorised User to be able to access Electronic Banking Services, at your own risk and expense.
- (c) You agree and acknowledge that BKRM shall not be held liable for your and/or your Authorised User's inability to access Electronic Banking Services or any part thereof, leaked of personal data including Security Code and password, misused of account by third party, the rejection of any of your transactions and the incorrect processing of your transaction as a result of:
- i- your and/or your Authorised User's failure to use a well functioned device;
  - ii- your and/or your Authorised User's failure to use the necessary internet browser and/or any other search engines and/or hardware and/or software;
  - iii- your and/or your Authorised User's failure to maintain your and/or your Authorised User's account with your and/or your Authorised User's Network Service Provider resulting to difficulties in getting access to Internet;
  - iv- Unstable Wi-Fi connection.

## **6. COMMUNICATIONS**

- 6.1 Any notice, Communication, request or demand requiring to be served by us to you under the provisions of this Standard Terms shall be in writing and shall be sufficiently served or delivered:
- (a) if delivered by hand, when delivered;
  - (b) if sent by ordinary post or registered post, in its ordinary course of posting;
  - (c) if sent by facsimile or electronic mail or digital transmission (including SWIFT), when transmission has been completed;
  - (d) if by displaying notices in any of our premises or branches, such notification shall be effective from the first day such notice is displayed;
  - (e) if by advertisement made once in any national newspapers in English language or national language, such notification shall be effective from the date of publication of such advertisement; or
  - (f) if by broadcasting message on our internet banking information website, such notification shall be effective from the first day of such broadcast.
- 6.2 Where we send a Communication to one of your trustees, partner or officers, then such Communication shall be deemed to be received jointly by all trustees, partners and/or officers.
- 6.3 All notices to us and Communications concerning the Electronic Banking Services or required under these Standard Terms can be sent by mail, courier, fax transmission, electronic transmission via any Electronic Banking Service or SWIFT and in the form and format in which we designate or prescribe to you or such other means as we may designate from time to time. If you fail to send us the Communication in the manner as set out above, we may deem that such Communication has not been received by us. Any Communication from you to us is effective only upon actual receipt by us.
- 6.4 You must provide us with correct and complete contact details, so as to enable us to send you Communications in respect of any Service and you must notify us as soon as possible if your contact details change. Our contact details

shall be:

- (a) in respect of a given Service, as set out in any document which we send to you in connection with that Service;
- (b) as stated in our website; or
- (c) as otherwise notified to you from time to time.

6.5 All Communications to us must be legible and sent specifically to the applicable officer or service representative we specify to you from time to time.

6.6 We may record any telephone conversation held between you and us and you agree that we can use such records or the transcripts for quality control purposes and in any dispute.

## **7. ACCOUNT STATEMENTS**

7.1 Account statements, confirmations, or advises (the "Account Statements") will be issued to you at the frequency and in the manner advised to you from time to time in accordance to BNM's policy and/or Bank's internal policy and procedures. It is your responsibility to examine promptly each Account Statement and any accompanying item which you receive or which is made available to you. You must report any irregularities to us in writing immediately after you become aware of them, including any suspected fraudulent, improper or unauthorised activity in respect of our Services. We shall not be held responsible for your reliance on balance, transaction or other information in any Account Statement as such information may be further updated or subsequently corrected by a third party.

7.2 You agree that Account Statements will be made available to you via Electronic Banking Service. We will upon your request provide you with the hardcopy of the Account Statements subject to your payment of the prevailing fees and charges.

## **8. SYSTEMS, SECURITY DEVICES AND INTELLECTUAL PROPERTY**

8.1 We may provide you with certain systems and/or security device to facilitate the provision of a Service to you. If we do, you agree that:

- (a) you do not have right, title or interest in or the Systems and/or Security Devices save as permitted by us under the Standard Terms;
- (b) you must use any System strictly in accordance with any instructions or guidelines we may provide to you from time to time, and only for the permitted purpose(s) stipulated by us;
- (c) you agree not to divulge or disclose to any third party any information (including manuals and operating procedures) relating to any System and/or Security Device we provide to you; and
- (d) Standard Terms shall apply to your use of any System and/or Security Device we provide to you.

8.2 We may terminate or suspend your use of any System or for Security Devices we provide to you with adequate notice to you. Upon termination and/or suspension you shall promptly upon our request return to us all Systems, Security Devices and any other documents relating to this Service. You agree to indemnify and hold us, all other Bank Rakyat Group, our Representatives and Agents harmless from and against any and all Losses resulting directly or indirectly from:

- (a) any breach of any licensing agreement between us and the copyright owners of any software as a result of your use of any System; and
- (b) any mistakes resulting from the use or misuse of any System and Security Device.

8.3 All Intellectual Property Rights in or relation to a Service, System, device (including any Security Device) or material provided or made available to you (including on any website) shall remain our property or that of our licensors. Except as expressly provided herein, you shall not, nor cause or allow any other person to use, reproduce, transmit, sell, display, distribute, reverse engineer, adapt, establish any hyperlink to, provide access to modify, or commercially exploit the same (or part thereof) without our prior written consent.

## 9. VARIATION AND AMENDMENT

- 9.1 Any amendment and/or variation to terms and conditions of the Agreement shall be made or caused by way of us giving you twenty one (21) days' notice before the new terms and conditions take effect which is in accordance to any relevant guidelines issued by Bank Negara Malaysia ("BNM") applicable at that time and/or in the absence of our internal policy and or/procedure.
- 9.2 You hereby acknowledge that your continuance act of using and utilizing the Electronic Banking Services and/or any registration after the expiry of notice issued at Clause 9.1 constitute the acceptance to such notice and receipt of this Standard Terms as well as the acknowledgement of the inherent risks associated with carrying out transactions through the Internet.

## 10. TERMINATION AND SUSPENSION

- 10.1 Unless otherwise agreed between us, you or we may terminate the Agreement relating to a Service for any reason by providing thirty (30) days written notice to the other.
- 10.2 We may with adequate notice to you terminate any and all Agreements between us if:
- (a) you have materially breached any terms or condition of an Agreement which is in our opinion irremediable, or if remediable has not been remedied within twenty one (21) Business Days of receiving a notice from us to do so;
  - (b) you have not paid all fees and charges which have been due from you for at least three (3) Business Days;
  - (c) you have in our opinion acted unlawfully, fraudulently, negligently or abusively;
  - (d) an event or change occurs which affects your assets, affairs or financial condition and give us reasonable grounds to conclude that may not be able to perform your obligations under any Agreement;
  - (e) you enter into any Insolvency Proceedings;
  - (f) our entering into any Agreement with you, or our performance of any such Agreement, has caused (or in our opinion may cause) us to be in breach of any applicable law or regulation);
  - (g) we are required to do so in compliance with any law or regulation;
  - (h) in the case of enterprise or individual, upon the death of the person or the owner; or
  - (i) if you fail to maintain the minimum credit balances in any Account stipulated by us (in relation to that Service), or if you close an Account required for the operation of any Service which we provide to you (each a "Termination Event").
- 10.3 Paragraph 6 (Communication), 8 (Systems, Security Devices and Intellectual Property), 10 (Termination and Suspension), 11 (Liability Limitation), 13 (Indemnity), 14 (Information), 16 (Clawbacks), 21 (Assignment and Transfer), 26 (Joint and Several Liability), 30 (Governing Law and Jurisdiction) and this paragraph shall survive termination of any Agreement.
- 10.4 On the termination of any Agreement, you will, when we ask you to do so, return to us any device or material and/or take any other such action as we may reasonably request of you.
- 10.5 We may suspend your use of any Service while investigating whether a Termination Event may have occurred, or to protect the interests of either of you or us. We shall also be entitled to modify, withdraw or suspend all or any part of any Electronic Banking Service we consider necessary to:
- (a) reflect changes in the technology that are generally available in the industry;
  - (b) take account of a material development in our business, or the introduction of new Services and/or services;
  - (c) reflect any change in any applicable law or regulation, or
  - (d) prevent damage or disruption to any Electronic Banking Service, our Systems, personnel or customers, or those of our Agents.

We will give you twenty one (21) days' written notice before making any change, withdrawal or suspension that has a



material impact on the manner in which such Service is provided, unless such advance notice is not practicable in the circumstances or permitted by law or regulation.

## **11. LIABILITY LIMITATION**

- 11.1 Except due to our negligence or willful misconduct, we will not be liable for any loss you may suffer or incur arising from or in connection with our execution, non-execution or delayed execution of incorrect or incomplete instructions by you (including any incorrect or incomplete payment instruction or payment details).
- 11.2 Without prejudice to any other provisions herein, save and except for negligence or wilful misconduct on the part of us, we shall not in any event be held liable for any loss or damages whatsoever arising whether in contract, tort, negligence, strict liability or any other basis, including but not limited to:
- a) direct or indirect, special, incidental, consequential or punitive damages, or loss of profits or loss of savings arising in connection with your access or use or the inability to access electronic banking services;
  - b) any technical failure of any kind, the interruption, error, omission, delay in operation or otherwise, whether or not we have been advised of the possibility of such loss or damage or claim by any third party.

This exclusion clause shall take effect to the fullest extent permitted by law.

- 11.3 Subject to the provisions herein, our sole and entire liabilities to you in contract, tort (including negligence or breach of statutory duty) or any other basis arising by reason of or in connection with these Terms and Conditions or howsoever shall not exceed the amount of the transaction involved which gave rise to the claim or the direct damages sustained, whichever is the lower.
- 11.4 You hereby shall at all times keep us save, harmless and indemnified against all actions, claims, direct losses, damages and expenses (including legal costs and expenses incurred on a solicitor and client basis) which may be brought or made against or incurred by us in any nature whatsoever by reason or on account of the deposit except where such actions, claims, direct losses, damages and expenses were directly attributable to our gross negligence, willful default or fraud.
- 11.5 Nothing in the Standard Terms shall exclude or limit any liability which cannot be excluded or limited by law and the obligation to indemnify us shall survive the termination of this Agreement.

## **12. FORCE MAJEURE**

In the event that we are unable to observe or perform any of its obligations under the Standard Terms, whether in whole or in part, by reason of causes beyond its control including but not limited to equipment, system or transmission link malfunction or failure, fire, flood, explosion, acts of God, acts of terrorism, war (declared or undeclared), accidents, pandemic or epidemics, strikes, floods, sanctions, lockouts, power blackouts or failure, labour disputes, acts, demands or requirements of the Malaysian Government or as a result of any international or supranational sanctions, or by any other causes which it cannot reasonably be expected to avoid, the performance of our obligations under the Standard Terms as they are affected by such causes shall be excused for the duration of the abovementioned force majeure events. Further, we shall not be liable for any losses or delay or inconvenience whatsoever and howsoever caused or arising from or in connection with any of the abovementioned force majeure events.

## **13. INDEMNITY**

You agree to indemnify and hold us, all other Bank Rakyat Group, our Representatives and Agents harmless from and against any and all Losses resulting directly and indirectly from us providing any Service to you including those arising from:

- (a) our acceptance or execution of any instruction issued by or in the name of an Authorised Person;
- (b) our payment of any Taxes, profit/charges or fine/compensation otherwise due from you and paid on your behalf; or
- (c) for which we have incurred on your behalf as a result of the provision of any Service.

Any amount due from you to us under this paragraph is payable on our demand.

## 14. INFORMATION

- 14.1 You agree that any information you provide to us is accurate, complete and up-to-date. If any information you have provided to us changes, you must immediately provide details of such changes.
- 14.2 We will only process, use and transfer personal information that we collect from you for the purposes of providing you with banking services and for providing you with information about Services and services which we consider may be of interest to you, at all times in compliance with any applicable data protection laws.
- 14.3 We shall treat all information you provide and which has on you as confidential. You agree that:
- (a) we (and for any Bank Rakyat Group that we have disclosed any information pursuant to this paragraph) may disclose such information:
    - (i) to any other Bank Rakyat Group;
    - (ii) any associated corporation of any Bank Rakyat Group;
    - (iii) to any of our or any Bank Rakyat Group's Agent or Representative;
    - (iv) to our or any Bank Rakyat Group's service provider or professional advisor, who is under a duty of confidentiality in respect of such information;
    - (v) to any actual or potential participant or transferee of our rights or obligations under any Agreement (or any of their agents or professional adviser provided that they are under a duty of confidentiality in respect of such information;
    - (vi) to any credit agency, debt collection agency, association of banks or similar industry body or
    - (vii) if required by law, regulation or any Governmental Agency; and
  - (b) our or any Bank Rakyat Group's service provider may disclose such information if required by law, regulation or any Governmental Agency.
- 14.4 You agree that any information you provide to us is provided in accordance with the Malaysian Personal Data Protection Act 2010 and any other applicable data protection laws or regulations, and that you will take all steps as may be required to ensure compliance with such applicable data protection laws and regulations.

## 15. FEES, CHARGES AND TAXES

- 15.1 We shall be entitled to impose, increase and/or vary Services or transactions' fees and charges by notifying you in writing and you agree to pay us all fees and charges at such rates and on such terms as we may stipulate in accordance with the BNM Guidelines from time to time. Any amendment and/or variation of any fees and charges herein contained, shall be made or caused by way of us giving twenty-one (21) days' notice to you before the amendments and/or variation takes effect which is in accordance to any guidelines issued by BNM applicable at that time and/or in the absence of the internal policy and/or procedure of us.
- 15.2 You shall pay all fees and charges imposed by the Network Service Provider and other relevant third parties and all other costs and expenses in assessing, connecting and using of the Services.
- 15.3 We have the right to debit your Accounts for the purpose of collecting the Services or transactions' fees and charges including Electronic Banking Services as well as any Government charges or taxes payable for the use of the services.
- 15.4 In addition to the above, we may charge late payment charges on any amount due under any Agreement from the due date of the actual date of payment at the rate up to maximum 1% per annum.
- 15.5 All payment to us shall be in full, without set-off or counterclaim, and free from any deductions or withholdings related to any Tax or other claim.
- 15.6 In addition to any amounts payable to us, you will pay or reimburse us for any Taxes, deductions, charges, stamp,

transaction and withholdings (together with any related profit/charges, compensation, fines and expenses) in connection with any Services. You will provide us with such documentations, declarations, certifications and information we may require in connection with any Taxes. You warrant that such information is true and correct in every respect and shall immediately notify us if any information requires updating or correction.

15.7 All our fees and charges are stated to be exclusive of Taxes.

15.8 You shall be liable to pay to us an amount which is equal to the services tax which we have to pay to the relevant taxation authority as a result of:

- (a) any payment received by us prior to the effective date of the imposition of the goods and/or services by us prior to the effective date of the imposition of the services tax ("the Effective Date") in connection with a supply of services made on or after the Effective Date; or
- (b) any invoice issued prior to the Effective Date relating to a supply of services made on or after the Effective Date. You agree and acknowledge that the payment under the Clause 15.4 is a contractual indemnity, not a charge by us to you for service tax and no tax invoice in respect of this indemnity shall be issued.

## **16. CLAWBACKS**

We have the right to cancel, reverse or debit any payment we make (including in respect of any profit/charges paid) under any Agreement if:

- (a) we establish that we have not actually received that amount;
- (b) we determine that you were not entitled to such a payment;
- (c) we need to correct a mistake;
- (d) we are required for any reason to return the funds the subject of such payment to the relevant payer or drawer, we are required by law, regulation or a Governmental Agency to do so; or
- (e) we have reasonable grounds to do so.

## **17. SET-OFF AND CURRENCY CONVERSIONS**

17.1 You agree to grant us a lien over the Accounts you hold with us in order to secure any and all obligations and liabilities you owe to us;

17.2 We, in addition to any general lien or other similar rights to which we are entitled by law, may at any time combine, consolidate or merge any or all of the banking accounts with your liabilities to us and with seven (7) calendar days prior written notice to you, set-off or transfer any sums standing in the credit of any one or more of your banking accounts in or towards satisfaction of any liabilities with us whether such liabilities to us be primary or collateral or joint and several.

17.3 For the purposes of this paragraph or in satisfaction of any obligations due from you to us, we may effect currency conversions at such times or rates as we may think reasonable and may effect such transfers between any Accounts as we consider necessary.

## **18. BANK RAKYAT REQUIREMENTS**

We are required to act in accordance with the laws and regulations operating in various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons which may be subject to sanctions. We may take and may instruct any Agent and/or Representative to take any appropriate action in accordance with all such laws and regulations. Such action may include the freezing of assets, interception and investigation of any payment messages and other information or instructions sent to or by us and making further enquiries as to whether a name which might refer to a sanctioned person actually refers to that person. You agree to assist us by providing us with any information we require in relation to the above. We will not be liable for any Loss suffered by you as a result of any of our actions in this paragraph.

## **PART C - MISCELLANEOUS**

### **19. THIRD PARTY PROVIDERS**

You agree that any Service may be provided by us either directly and/or through our appointed Agent. You also agree that any arrangement we make to facilitate the provisions of any Service to you will be acceptable and that you will abide by any operational procedure we set from time to time.

## **20. SEVERABILITY**

If any provision of this Agreement is or becomes for any reason whatsoever invalid, illegal or enforceable, it shall be severable from that Agreement and shall be deemed to be deleted from it and the validity of the remaining provisions shall not be affected in any way.

## **21. ASSIGNMENT AND TRANSFER**

21.1 You shall not assign, transfer or otherwise dispose of your rights and/or obligations under any Agreement without our prior written consent and the consent from us, if given, is subject to costs and expenses which shall be payable by you upon demand via notice.

21.2 We may at any time:

- (a) assign, transfer or otherwise dispose of any or all or part of our rights, benefits and/or obligations under any Agreement or in respect of any Service by giving prior notice to you;
- (b) You agree to take such actions and sign such documents as we may reasonably require completing such assignment, transfer or disposal.

## **22. TRANSLATION**

Any Agreement may be translated by us at our discretion into any language provided that the Malay version will prevail over any such translation.

## **23. ENTIRE AGREEMENT AND NON-RELIANCE**

This Agreement constitutes the entire agreement and understanding between the parties about the relevant subject matters and hereby substitutes and replace all previous agreements, arrangements, representations and understandings between the parties on that subject matter.

## **24. CERTIFICATES AND DETERMINATIONS**

Any certificates or determinations by us of a rate or amount under any Agreement or Service are, in the absence of manifest error, conclusive evidence of the matter to which it relates.

## **25. COUNTERPARTS**

Each Agreement may be executed and delivered in any number or counterparts, all of which, taken together, shall constitute one and the same agreement.

## **26. JOINT AND SEVERAL LIABILITY**

If you are a trustee, partnership or other entity comprising more than one person or you are using any Service jointly with another person, each partner, trustee or person will be joint and severally liable for your obligations under the Agreements and references to you in this Agreements means each of those persons.

## **27. WAIVER AND REMEDIES**

No failure to exercise, nor any delay in exercising, on our part any right or remedy under the Standard Terms shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Standard Terms are cumulative and not exclusive of any rights or remedies provided by law.

## 28. WAIVER OF IMMUNITY

You irrevocably waive any sovereign and other immunity you may have in any jurisdiction from legal proceedings, attachment before or after judgment or execution of judgment.

## 29. SERVICE OF LEGAL PROCESS

29.1 Service of legal process shall be validly effected if served by posting of the same by way of registered post to you at your last known address as notified in writing by the party to the other party and that such legal process shall be sufficiently served on the parties three (3) days after posting thereof.

29.2 Unless otherwise specified, all notices and communications to us shall be in writing and signed by you and sent to our address or in such manner as may be notified to you from time to time and all notices from you shall take effect only upon us receiving the same.

## 30. GOVERNING LAW AND JURISDICTION

30.1 Unless specified otherwise, the Agreement shall be governed by and construed in accordance with the laws of Malaysia. Any dispute shall be referred to the courts in Malaysia and the service of any legal process may be affected in any manner permitted by law.

30.2 We have the right to obtain all information required as well as the financing source related to your Account. We have also the right to lodge a report to the relevant authorities and to extend full cooperation in order for the authorities to carry out their duties under Anti-Money Laundering, Anti-Terrorism Financing And Proceeds Of Unlawful Activities Act 2001 (ACT 613) (**AMLATPUAA**);

30.3 You undertake to us to do the following to enable us to comply with AMLATFPUAA and regulatory requirements or acts that are and that may be imposed from time to time:-

- (a) declare that you will exercise due care to ensure the account(s) is not used in any way to facilitate any fraudulent and/or unlawful activities;
- (b) declare and undertake that any transactions and/or any of its process will not in any event breach any AMLATFPUAA laws or sanctions in Malaysia or any other country;
- (c) provide us with all relevant information and/or documents, as and when requested; and
- (d) provide and disclose to us within such time or period prescribed by us, any information statements and/or explanations relating to the Accounts in order to comply with the laws relating to anti-money laundering or anti-terrorism or to manage money-laundering risk or terrorism-financing risk.

30.4 We shall be entitled to exercise our rights contained in Clause 10 if it is found or we are of the view that:

- (a) you are in violation of AMLATFPUAA; or
- (b) you are designated as persons from significant deficiencies countries/ jurisdictions as defined in accordance with our internal policy; or
- (c) we suspect you or your transaction may contravene any of our policy with regard to control of anti-money laundering and anti-terrorism financing and proceeds of unlawful activities; or
- (d) we suspect that the transaction may breach any laws or regulations in Malaysia or any other country;
- (e) we suspect that the transaction involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United Nations or any country; or
- (f) we suspect that the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

30.5 We shall not be obliged to proceed with any transactions or to facilitate any transfer of monies from the Account(s) until we shall have received any information mentioned in this clause from you for verification in accordance with the customary banking practice and subject to our internal policy and procedure.

30.6 You acknowledge that all cheques drawn on an Account must comply with the rules of the Cheque Truncation and Conversion System (CTOS) or any successor system operated by BNM. No addition or alterations to a cheque may be made after issuance and you shall bear all risk of failing to comply with such requirements without recourse to us.

### **31. INCONSISTENCIES**

Unless specified otherwise, if there are any inconsistencies between the terms of documents comprising an Agreement, the order of precedence in respect of such documents shall be (with (a) taking most precedence and (c) the least):

- (a) the Terms and Conditions;
- (b) the Standard Terms; and
- (c) the Letter of Offer (if any).

## TERMS AND CONDITIONS GOVERNING DUITNOW TRANSFER

In these DuitNow Transfer Terms and Conditions (-Terms-), references to -You-, -Your- and -Yours- refers to the Bank Kerjasama Rakyat Malaysia Berhad (Bank Rakyat) customer who is utilising the DuitNow Transfer service and has an account with Bank Rakyat and reference to -We-, -Our-, -Ours- and -Us- refers to Bank Rakyat.

### DEFINITIONS

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

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

**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 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 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.

**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 or e-money account maintained with Us, to a bank account or e-money 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/ e-Money Services, and accordingly these Terms are in addition to and shall be read in conjunction with the NAD Terms and Conditions and the i-bizRAKYAT Terms and Conditions which is made available at our website, [www.ibizrakyat.com.my/cib/](http://www.ibizrakyat.com.my/cib/).

### 2. DUITNOW TRANSFER SERVICES

2.1 If You wish to send funds via DuitNow Transfer, You must first initiate a payment by entering the Recipient's DuitNow ID in Our i-bizRAKYAT website.

2.2 We will perform a 'Name Enquiry' 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.

2.3 You are responsible for the correct entry of the Recipient's DuitNow ID and ensuring that the Recipient's name displayed is the intended Recipient of the funds prior to confirming the DuitNow Transfer transaction.

2.4 We will notify You on the status of each successful, failed or rejected DuitNow Transfer transaction via any of Our available communication channels chosen by You.

2.5 You acknowledge and agree the 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.

2.6 Pursuant to Clause 2.5 above, You agree that once a DuitNow Transfer transaction has confirmed, it will be deemed irrevocable and You will not be able to cancel, stop or perform any changes to that DuitNow Transfer transaction.

### **3. MULTIPLE NAME ENQUIRY REQUESTS**

- 3.1 You are advised not to submit multiple "Name Enquiry Requests" without a confirmed DuitNow Transfer transaction. We shall not display the results of the "Name Enquiry Requests" upon 5 times consecutive Name Enquiry Requests that are 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 Us should You encounter any issues relating to the foregoing.

### **4. RECOVERY OF FUNDS**

- 4.1 You have rights in relation to the investigation and recovery of, erroneous payments and unauthorised (includes fraudulent) DuitNow Transfer transactions made from Your account.

### **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/ e-money issuer to return the said funds to You within seven (7) Business Day provided the following conditions are met:

5.1.1 The funds were wrongly credited into the affected Recipient's account;

5.1.2 If funds have been wrongly credited, whether the balances in the affected Recipient's account is sufficient to cover the funds' recovery amount;

5.1.2.1 If the balances are sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and

5.1.2.2 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 You.

- 5.2 Request for recovery of funds between eleven (11) Business Days and seven (7) months from the date the erroneous DuitNow Transfer transaction was made:

5.2.1 The affected Crediting participant is fully satisfied that funds were erroneously credited to the affected Recipient;

5.2.2 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 You.

- 5.3 Requests to recover funds after seven (7) months from the date of the erroneous DuitNow Transfer transaction:

5.3.1 The affected Recipient's bank/ e-money issuer is fully satisfied that funds were erroneously credited to the affected Recipient;

5.3.2 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

5.3.3 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 You within one (1) Business Day.

### **6. UNAUTHORISED OR FRAUDULENT DUITNOW TRANSFER TRANSACTION**

- 6.1 For DuitNow Transfer transactions which were not authorised by You or which are fraudulent, We will, upon receiving a report from You alleging that an unauthorised or fraudulent DuitNow Transfer transaction was made, remit the funds back to You provided the following conditions are met:

6.1.1 We shall conduct an investigation and determine within fourteen (14) calendar days, if the unauthorised or fraudulent payment did occur;



6.1.2 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 debit posted to Your account arising from the unauthorised or fraudulent Payment Instruction would be reversed.

## **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.

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 written 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 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 Transfer services.

8.5 These Terms are governed by and shall be construed in accordance with the laws of Malaysia.

## TERMS AND CONDITIONS GOVERNING THE NATIONAL ADDRESSING DATABASE (NAD)

In these Terms and Conditions ("Terms"), references to "You", "Your" and "Yours" refer to the Bank Kerjasama Rakyat Malaysia Berhad (Bank Rakyat) customer who uses the National Addressing Database ("NAD") and references to "We", "Our", "Ours" and "Us" refer to Bank Rakyat..

These Terms govern Your use of the NAD provided by Us and shall be read in conjunction with the i-bizRAKYAT Terms and Conditions which is made available at our website, [www.ibizrakyat.com.my/cib/](http://www.ibizrakyat.com.my/cib/).

### 1. 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 Islamic savings accounts, current accounts, investment accounts, virtual internet accounts.

**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 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 NAD Operator from time to time.

**E-money account** - 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.

**Malware** - means computer viruses, bugs or other malicious, destructive or corrupting software, code, agent, program or macros, and/or phishing or social engineering schemes which utilise computer software or telecommunications to obtain personal data or any other personal information for malicious or fraudulent purposes.

**National Addressing Database** - (NAD) means a central addressing depository established by the NAD Operator that links a bank 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 Name Enquiry** - means a service which returns the name of the owner who has registered its DuitNow ID in NAD.

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

**Personal Data** - means any information in respect of commercial transactions that relates 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.

**Common ID** - means a unique identification of a customer which links all DuitNow IDs registered by the customer such as the customer's NRIC, army number, or police number, or for non- Malaysians, passport number.

### 2. THE NAD SERVICE

- a. The NAD service allows You to link an Account that You have with Us to Your DuitNow ID.
- b. By linking Your DuitNow ID to Your Account, You have the option of receiving incoming funds via DuitNow or any other payment services that address payments using Your DuitNow ID.
- c. When You register Your DuitNow ID in NAD, You will also provide Us with Your Common ID which will be linked to Your Account with Your registered DuitNow ID. Your Common ID will be used by other NAD participating banks for the purpose of identifying You, as part of facilitating the DuitNow service.
- d. You may link more than one of Your DuitNow ID to the same Account. However, You may not link a particular DuitNow ID to multiple Accounts.

### 3. MODIFICATION AND DEREGISTRATION OF YOUR DUITNOW ID

- a. You may update or change Your DuitNow ID that is linked to Your Account via the channels made available to You. We will require a reasonable notice period to effect such changes or update.

- b. You understand and agree that Your DuitNow ID that is linked to Your Account may be deregistered by You or by Us, due to the following circumstances:
- i. You wish to transfer Your existing DuitNow ID to another Account in another bank/ e- money issuer;
  - ii. You have changed/updated Your DuitNow ID;
  - iii. You have closed Your Account that is linked to Your DuitNow ID;
  - iv. the mobile number which You have provided to Us as Your DuitNow ID has been terminated and recycled for use by another person;
  - v. after a period of inactivity; or
  - vi. upon investigation, We find out that You or Your DuitNow ID is potentially involved in any fraudulent activity(s).
- c. You will receive a confirmation of de-registration from Us via i-bizRAKYAT as soon as the de-registration is confirmed.

#### **4. YOUR INFORMATION**

- a. You represent and warrant that the DuitNow ID used for registration in NAD belongs to You, is correct, complete and up-to date for the use of the service and You will promptly notify Us if there is any change to the DuitNow ID information provided to Us.
- b. You acknowledge and agree that other NAD participating banks/ e-money issuers may perform a NAD Name Enquiry of Your DuitNow ID for the purpose of verifying/identifying Your name to Your registered DuitNow ID, as part of facilitating the DuitNow service.
- c. You acknowledge and consent to the disclosure of Your DuitNow ID, Your Common ID and other relevant Personal Data to the NAD Operator for its processing, storing, and archival and disclosure to the sender of funds or merchants under the DuitNow services, Our affiliates, service providers, other NAD participants and third parties offering the DuitNow service and their respective customers.
- d. You acknowledge and agree that We may disclose your DuitNow ID information to anyone who We are under an obligation to disclose information to under the law or where it's in the public interest, for example to prevent or detect fraud and abuse.

#### **5. DATA PROTECTION**

- a. Your consent and Our right to disclose information shall be in addition to, and without prejudice to the rights accorded to You under the Personal Data Protection Act 2010 and any other applicable laws in Malaysia.
- b. We will only disclose, use and process Your DuitNow ID for the purpose of facilitating the DuitNow service.
- c. We have in place, reasonable security measures (both technical and organisational) against unlawful or unauthorised processing of Your DuitNow ID.
- d. We will notify You as soon as practicable if Your DuitNow ID is lost, destroyed, or becomes damaged, corrupted or unusable.

#### **6. LIABILITY**

- a. We and the NAD Operator shall not be liable for any losses or damage You may suffer as a result of, including but without limitation:
- i. Your failure to maintain up-to-date information and Your failure to provide accurate information to us;
  - ii. Our compliance with any instruction given or purported to be given by You which is apparent to a reasonable person receiving such instruction;
  - iii. any misuse or any purported or fraudulent use of Your DuitNow ID including instances whereby online fraud is perpetrated by way of any Malware;
  - iv. any disclosure of any information which You have consented to Us collecting, using or disclosing or where such collection, Use or disclosure is permitted or required to be disclosed under the applicable laws in Malaysia.

## **7. MISCELLANEOUS**

- a. You acknowledge that We have the right to change, vary or modify these Terms by providing You with thirty (30) days notice in such manner as We deem fit and You agree to be bound by such Terms as cancelled, revised or modified.
- b. These Terms shall be construed in accordance with the laws of Malaysia and You agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.