

## NAD Terms and Conditions

In these Terms and Conditions ("Terms"), references to "You", "Your" and "Yours" refer to the **Finexus Cards Sdn Bhd [Company Registration No. 200501024587 (706720-U)]** customer who uses The National Addressing Database ("NAD") and references to "We", "Our", "Ours" and "Us" refer to **Finexus Cards Sdn Bhd**.

These Terms govern Your use of the NAD provided by Us and shall be read in conjunction with **Finexus Cards Sdn Bhd** Terms and Conditions governing Electronic Banking/e-Money services.

### 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 conventional and/or Islamic saving accounts, current accounts, investments accounts, virtual internet accounts.

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

**"DuitNow ID"** means an identifier of an account holder such as 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 as 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 recipient's 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.

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“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 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 or de-registration from Us via email 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.

## DuitNow Transfer Terms and Conditions

In these DuitNow Transfer Terms and Conditions (“Terms”), references to “You”, “Your” and “Yours” refers to the **Finexus Cards Sdn Bhd [Company Registration No. 200501024587 (706720-U)]** customer who is utilising the DuitNow Transfer service and has an account with **Finexus Cards Sdn Bhd** and references to “We”, “Our”, “Ours” and “Us” refers to **Finexus Cards Sdn Bhd**.

### 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 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 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 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 Transfer service offered by Us. The DuitNow Transfer 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 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 **Finexus Cards Sdn Bhd** Terms and Conditions governing Electronic Banking/e-Money services.

## **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 **Finexus Kayaaku Wallet mobile app** and **Kayaaku Wallet portal**.
- 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 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 unauthorized (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 Days 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 fund 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 Days, 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 authorized by You or which are fraudulent, We will, upon receiving a report from You alleging that an unauthorized 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 unauthorized 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 with 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.



## DuitNow QR Terms and Conditions

In these DuitNow QR Terms and Conditions ("Terms"), references to "You", "Your" and "Yours" refer to the **Finexus Cards Sdn Bhd [Company Registration No. 200501024587 (706720-U)]** customer who is utilising the DuitNow QR Service and has an account with the **Finexus Cards Sdn Bhd** and references to "We", "Our", "Ours" and "Us" refer to **Finexus Cards Sdn Bhd**.

### 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 conventional and/ or Islamic savings accounts, current accounts, investment accounts, virtual internet accounts and/or line of credit accounts tied to payment cards

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

**"Dynamic QR"** means a QR Code that is generated on-demand and usually has an expiry. Dynamic QR generally requires the Merchant or Recipient to key-in the amount of the payment or credit transfer.

**"E-money"** 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 as a means of making payment to any person other than the issuer of e-money.

**"Merchant"** means individuals, businesses including sole proprietors, partnerships and companies registered with the Companies Commission of Malaysia, government agencies, statutory bodies, societies, and other similar legal entities

**"DuitNow QR"** means a service which facilitates industry wide ubiquitous payments or credit transfer by scanning the QR Code which complies with DuitNow National QR Standard.

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

**"Recipient"** means an individual who receives funds via the DuitNow QR service.

**"Static QR"** means a QR Code that is pre-generated for display and usually has no expiry. Static QR generally requires the individual to key-in the amount of the payment or credit transfer.

**"QR Code"** means a two-dimensional barcode that can be read using the camera of a smartphone or mobile device that is equipped with QR reader.

## 1. Introduction

- 1.1 These Terms apply to and regulate Your use of the DuitNow QR service offered by Us. The DuitNow QR service allows You to transfer funds from your designated **Finexus Cards** Account to a Merchant's or Recipient's Account by scanning the Merchant's or Recipient's QR Code. This

service also allows You to transfer funds to the Merchant by generating the Payer's QR Code to be scanned by the Merchant.

- 1.2 The DuitNow QR 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 **Finexus Cards Sdn Bhd's** Terms and Conditions governing Electronic Banking/e-money Services.

## 2. DuitNow QR Service

- 2.1 If You wish to send funds via DuitNow QR, you must first select an Account to be used by Finexus Cards for deduction of funds for payments made via DuitNow QR. **Finexus Kayaaku Wallet** mobile application enables You to either perform a push payment by scanning a Static QR Code or a Dynamic QR Code displayed by the Merchant or Recipient, or perform a full payment by generating a Dynamic QR Code on a mobile device.
- 2.2 You are responsible for ensuring that the transaction amount keyed-in or displayed on Your mobile application screen is correct prior to confirming the transaction. The transaction amount keyed-in or displayed via the Merchant's or Recipient's QR Code shall be deemed by **Finexus Cards** to be correct upon Your confirmation of the transaction. **Finexus Cards** is under no obligation whatsoever to verify that the amount paid by You matches with the Merchant's or Recipient's amount.
- 2.3 We will notify You on the status of each successful, failed or rejected DuitNow QR transaction via any of our available communication channels chosen by You.
- 2.4 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 Merchant or Recipient is the intended party to receive the funds, and we shall not be liable for transferring the funds to such Merchant or Recipient even if such person is not the intended party.
- 2.5 Pursuant to Clause 2.4 above, You agree that once a DuitNow QR transaction is confirmed, it will be deemed irrevocable and You will not be able to cancel, stop or perform any changes to that DuitNow QR transaction.

## 3. Recovery of Funds

- 3.1 You have rights in relation to the investigation and recovery of mistaken or erroneous payments and unauthorised or fraudulent DuitNow QR transactions made from Your Account.

## 4. Erroneous or Mistaken DuitNow QR Transactions

- 4.1 If You have made an erroneous DuitNow QR transaction, You may request for recovery of the funds. Within ten (10) Business Days from the date of Your recovery of funds request, we will work with the affected Merchant's or Recipient's bank to return the said funds to you within seven (7) Business Days, provided the following conditions are met:

- 4.1.1 The funds were actually wrongly credited into the affected Merchant's or Recipient's Account;
  - 4.1.2 If funds have been wrongly credited, whether the balances in the affected Merchant's or 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.
- 4.2 For requests for recovery of funds request between eleven (11) Business Days and seven (7) months from the date the erroneous transaction was made:
  - 4.2.1 The affected Merchant's or Recipient's bank is fully satisfied that funds were erroneously credited to the affected Merchant or Recipient;
  - 4.2.2 The affected Merchant's or Recipient's bank must deliver notifications to the affected Merchant or Recipient in writing regarding the funds recovery requests, whereby the erroneously credited funds would be recovered through debiting the affected Merchant's or Recipient's Account within ten (10) Business Days of the notifications unless the affected Merchant or Recipient provides reasonable evidence that the affected Merchant or Recipient is entitled to the funds in question. After fifteen (15) Business Days, if the affected Merchant or Recipient fails to establish their entitlement to the funds, the affected Merchant's or Recipient's bank shall debit the affected Merchant's or Recipient's Account and remit the funds back to You.
- 4.3 For requests to recover funds request after (7) months from the date of the erroneous transaction was made:
  - 4.3.1 The affected Merchant's or Recipient's bank is fully satisfied that funds were erroneously credited to the affected Merchant or Recipient;
  - 4.3.2 The affected Merchant's or Recipient's bank shall obtain from the affected Merchant or Recipient the decision whether to grant consent to debit the Merchant or Recipient account within ten (10) Business Days; and
  - 4.3.3 Once consent is obtained, the affected Merchant's or Recipient's bank shall debit the affected Merchant's or Recipient's Account and remit the funds back to You within one (1) Business Day.

## **5. Unauthorised of Fraudulent DuitNow QR Transaction**

- 5.1 For DuitNow QR 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 QR transaction was made, remit the funds back to You, provided the following conditions are met:
- 5.1.1 We shall conduct an investigation and determine, within fourteen (14) calendar days, if the unauthorised or fraudulent payment did occur;
  - 5.1.2 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.

## **6. Liability and Indemnity**

- 6.1 You acknowledge and agree that, unless expressly prohibited by mandatory laws, We and the DuitNow QR 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 QR Service offered by Us arising from:
- 6.1.1 Your negligence, misconduct or breach of any of these Terms;
  - 6.1.2 Insufficient funds in Your Account for Us to process the DuitNow QR transaction;
  - 6.1.3 You have exceeded your daily transfer limit;
  - 6.1.4 Any payment instruction given or purported to be given by You;
  - 6.1.5 Any erroneous transfer of funds by You, including any transfer of funds to the wrong Merchant or Recipient or wrong third party; or
  - 6.1.6 The suspension, termination or discontinuance of the DuitNow QR Service.
- 6.2 You shall indemnify us, our affiliates, and the DuitNow QR Operator harmless from and against any loss or damage suffered due to any claim, demand, or action brought against Us, Our affiliates, and/or the DuitNow Operator resulting from any negligent and/or fraudulent act to the DuitNow QR Terms and Conditions by You.

## **7. General**

- 7.1 We reserve the right to revise at any time, such charges for the use of the DuitNow QR Service, 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 QR Service after such notification, You shall be deemed to have agreed to and accepted such revisions to such charges.
- 7.2 You acknowledge that We may terminate your use of the DuitNow QR Service with Us for any reason, with prior notice.

- 7.3 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.
- 7.4 You consent to the collection, use and disclosure of Your personal data (including contact details) by Us, Our affiliates, our service providers and the DuitNow QR Operator as required for the purposes of the DuitNow QR Service.
- 7.5 These Terms are governed by and shall be construed in accordance with the laws of Malaysia.