

DuitNow Request Terms and Conditions

In these DuitNow Request Payers' 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 Request service and has an account with **Finexus Cards Sdn Bhd** and reference to "We", "Our", "Ours" and "Us" refers to **Finexus Cards Sdn Bhd**.

1. Definition

"Account" means an e-money account offered by issuers of e-money issuer and all types of banking accounts offered by banks, except for fixed deposit accounts. This shall include, but is not limited to, all types of conventional and/or Islamic deposit accounts, current accounts, investment accounts, virtual internet accounts, Islamic investment accounts. Additionally, means all line of credit accounts tied to payment cards where transaction is made.

"Bill" means an itemized statement of money owed, or a request to pay, for purchased goods, provision of services and/or any other business transaction.

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

"Payer" means individuals, companies, body corporates, businesses (including sole proprietors and partnerships), government agencies, statutory bodies, societies and other Customers who transfers funds via DuitNow Request service.

"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 Request Owner & Operator from time to time.

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

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

2. Introduction

2.1 These Terms apply to and regulate Your use of the DuitNow Request service offered by Us. The DuitNow Request service:

- 2.1.1 Allows You as a Recipient to receive an amount specified by You to Your designated **Finexus Cards** account by initiating a payment request to a Payer thorough the Payer's DuitNow ID or Account-Number; or
- 2.1.2 Allows You as a Payer to transfer an amount specified by the Recipient from Your designated **Finexus Cards** account to the Recipient's Account by approving a payment request.
- 2.2 The DuitNow Request 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.

3. DuitNow Request Services

- 3.1 If you wish to receive funds via DuitNow Request as stated in **Clause 2.1.1**:
 - 3.1.1 You must first validate the Payer by entering the Payer's DuitNow ID or Account-Number in Our **Finexus Kayaaku Wallet mobile app** or **Kayaaku Wallet portal**;
 - 3.1.2 We will perform a 'Name Enquiry' to verify the Payer's registration of its DuitNow ID or Account and if the Payer is registered, We will display the name of such registered DuitNow Payer;
 - 3.1.3 You are responsible for the correct entry of the Payer's details such as DuitNow ID and Recipient Reference and confirm is the intended Payer prior to proceeding to DuitNow Request payment request; and
 - 3.1.4 Additionally, You are are allowed to initiate bulk/batch payment request, subject to service availability by Us.
- 3.2 If you wish to transfer funds via DuitNow Request as stated in **Clause 2.1.2**:
 - 3.2.1 You must initiate a transaction in Our **Finexus Kayaaku Wallet mobile app** or **Kayaaku Wallet portal** by approving the payment request by Recipient;
 - 3.2.2 You are responsible for the accuracy, correctness and completeness of transaction details in the payment request from Recipient prior to confirming; and
 - 3.2.3 We will notify You on the status of each successful, failed or rejected DuitNow Request transaction via any of Our available communication channels chosen by You.
- 3.3 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 Customer is the intended Customer, and We shall not be liable for transferring the funds to such Recipient even if such person is not the intended Recipient.
- 3.4 Pursuant to Clause 3.3 above, You agree that once a DuitNow Request transaction has confirmed, it will be deemed irrevocable and You will not be able to cancel, stop or perform any changes to that DuitNow Request transaction.

4. Multiple Name Enquiry Validation

- 4.1 If you wish to receive funds via DuitNow Request, You are advised not to submit multiple “Name Enquiry” validation without a confirmed DuitNow Request payment request. We shall not display the results of the “Name Enquiry” validation upon **5 times** consecutive “Name Enquiry” validation that are not followed with a confirmed DuitNow Request payment request.
- 4.2 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 Request service where We consider in Our sole discretion that inappropriate, fraudulent or suspicious use is being made of the DuitNow Request services, such as where multiple “Name Enquiry” validation are submitted without a confirmed DuitNow Request payment request. You are advised to contact Us should You encounter any issues relating to the foregoing.

5. Recovery of Funds

- 5.1 You have rights in relation to the investigation and recovery of erroneous or, mistaken transactions as stated in **Clause 6** and unauthorised or fraudulent DuitNow Request transactions as stated in **Clause 7** made from your Account.

6. Erroneous/Mistaken DuitNow Request Transactions

- 6.1 If you have made an erroneous/mistaken DuitNow Request transaction, you may request for recovery of the funds within ten (10) Business Days from the date the erroneous/mistaken transaction was made and we will work with the affected Recipient’s bank or e-money issuer to return the said funds to You within seven (7) Business Days from the date of receipt of your request for recovery of the funds provided the following conditions are met:
- 6.1.1 The funds were wrongly credited into the affected Recipient’s account;
- 6.1.2 If funds have been wrongly credited, whether the balances in the affected Recipient’s account is sufficient to cover the funds recovery amount:
- 6.1.2.1 If the balances are sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and
- 6.1.2.2 If the balances are not sufficient to cover the recovery amount, the erroneously credited funds may not be fully recoverable.
- 6.2 Request for recovery of funds between eleven (11) Business Days and seven (7) months from the date the erroneous/mistaken transaction was made:
- 6.2.1 The affected Recipient’s bank or e-money issuer is fully satisfied that funds were erroneously credited to the affected Recipient;
- 6.2.2 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’ account 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; and

- 6.2.3 After fifteen (15) Business Days, if the affected Recipient fails to establish their entitlement to the funds, the affected Recipient's bank or e-money issuer shall debit the affected Recipients' account and remit the funds back to You.
- 6.3 Requests to recover funds after (7) months from the date of the erroneous/mistaken transaction:
 - 6.3.1 The affected Recipient's bank or e-money issuer is fully satisfied that funds were erroneously credited to the affected Recipient;
 - 6.3.2 The affected Recipient's bank or e-money issuer shall obtain from the affected Recipient the decision whether to grant consent within ten (10) Business Days; and
 - 6.3.3 Once consent is obtained, the affected Recipient's bank shall debit the affected Recipient's account and remit the funds back to you within one (1) Business Day.

7. Unauthorised/Fraudulent DuitNow Request Transaction

- 7.1 For DuitNow Request transactions which were not authorised by You or which are fraudulent, We will, upon receiving a report from You alleging that an unauthorised/fraudulent DuitNow Request transaction was made, remit the funds back to You provided the following conditions are met:
 - 7.1.1 We shall conduct an investigation and determine within fourteen (14) calendar days, if the unauthorised/fraudulent transaction did occur; and
 - 7.1.2 If we are satisfied that the unauthorised/fraudulent transaction 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/fraudulent transaction would be reversed.

8. Liability and Indemnity

- 8.1 You acknowledge and agree that, unless expressly prohibited by mandatory laws, We and the DuitNow Request Owner & 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 Request service offered by us arising from:
 - 8.1.1 Your negligence, misconduct or breach of any of these Terms;
 - 8.1.2 Insufficient funds in Your Account for Us to process the DuitNow Request transaction;
 - 8.1.3 You have exceeded Your daily transfer limit;
 - 8.1.4 Any transaction given or purported to be given by You;
 - 8.1.5 Any erroneous transfer of funds by You, including any transfer of funds to the wrong Recipient or wrong third party; or
 - 8.1.6 The suspension, termination or discontinuance of the DuitNow Request service.

8.2 You shall indemnify us, our affiliates, and the DuitNow Request Owner & Operator against any loss or damage suffered due to any claim, demand or action brought against Us and the DuitNow Request Owner & Operator resulting from any negligent and/or fraudulent act to these Terms by You.

9. General

9.1 We reserve the right to revise at any time, such charges for the use of the DuitNow Request service, by providing thirty (30) days' notice to You via any of Our available communication channels chosen by You. Such revisions shall take effect from the date stated in the notice. Where You continue to access or use the DuitNow Request service after such notification, You shall be deemed to have agreed to and accepted such revisions to such charges.

9.2 You acknowledge that we may terminate Your use of the DuitNow Request service with us for any reason, with prior notice.

9.3 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.

9.4 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 Request Owner & Operator as required for the purposes of the DuitNow Request service.

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