



## RHB Bank Berhad

### DuitNow Online Banking/Wallet Merchant Terms and Conditions

In these DuitNow Request Merchant Terms and Conditions ("Terms"), references to "You","Your" and "Yours" refers to the RHB Bank Berhad (Company No.:196501000373 (6171-M)) / RHB Islamic Bank Berhad (Company No.:200501003283(680329-V)) customer who is utilising the DuitNow Online Banking/Wallets Merchant Services and has an account with RHB Bank Berhad / RHB Islamic Bank Berhad and reference to "We", "Our", "Ours" and "Us" refers to RHB Bank Berhad / RHB Islamic Bank Berhad.

#### 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, virtual internet accounts, Islamic investment accounts. Additionally, means all line of credit accounts tied to payment cards where transaction is made.

**"Crediting Participant"** means Us.

**"Customer Information"** refers to any information relating to the affairs of, in particular, the account, of any particular customer of RHB Bank in whatever form including the form of a record book, register, correspondence, or other document or material.

**"Beneficiary of Fraud"** means party who ultimately benefits from the unauthorised/fraudulent payment.

**"Merchant"** means You.

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

**"Debiting Participant"** means banks and e-money issuer participating in RPP where the Payer maintains Account(s)

**"Payer"** means individuals, companies, body corporates, businesses (including sole proprietors and partnership(s), government agencies, statutory bodies, societies and other Customers who transfers funds via DuitNow Online Banking/Wallets service

**"Recipient"** means individual or government agencies, statutory bodies, companies, body corporates, businesses, (including sole proprietors and partnerships) societies, charities and other entitles who receives funds via DuitNow Online Banking/Wallets service.

**"DuitNow Brand"** means Brand, icon, logo, trademark and service mark for the DuitNow Online Banking/Wallets.

**"DuitNow Online Banking/Wallets Owner & Operator"** means Payments Network Malaysia Sdn. Bhd. (Company No.: 200801035403 [836743-D])

**"Unrecoverable Loss"** means funds transferred and credited to the wrong party due to erroneous/mistaken payments or unauthorised/fraudulent payments that cannot be retrieved after Participants have exhausted the recovery of funds process

## PART 1

**1. DuitNow Online Banking/Wallets Service**

- 1.1 We are the Participant of the DuitNow Online Banking/Wallets service (hereinafter referred to as "the Crediting Participant") and you are a registered Merchant under the DuitNow Online Banking/Wallets service.
- 1.2 In consideration of the fees paid to the us, we agree to facilitate the participation of the you in the DuitNow Online Banking/Wallets service in accordance with this Agreement.
- 1.3 You hereby agrees to observe all the Overlay Service Procedures for DuitNow Online Banking/Wallets Issued by the DuitNow Online Banking/Wallets Owner and Operator which is applicable to you as reflected in this Agreement including any future revisions which will be communicated by us to the you.

**2. Payment Type**

- 2.1 You shall accept payments that draw funds from CASA, e-money and/or Line of Credit Accounts.

**3. Obligations of Merchant**

- 3.1 You shall, at all times comply with the Consumer Protection Act 1999, as you are prohibited to use misleading and deceptive conduct, false misrepresentation and unfair claims in selling their products or services.
- 3.2 You shall not be involved or engaged in business activities that contravene the Laws of Malaysia.
- 3.3 You are prohibited from re-selling or acquiring any other sub-merchant(s) into the DuitNow Online Banking/Wallets service or acting as merchant aggregators for other merchant(s), without the prior written consent of the DuitNow Online Banking/Wallets Owner and Operator and us.
- 3.4 You must ensure that it has and maintains adequate procedures and systems for receiving and processing prompt payment confirmation received from RPP Host and promptly and correctly updates the payment status as well as to ensure that its obligations are fulfilled to the Payer's satisfaction.
- 3.5 You shall ensure that display of Participating Banks at the your web portal and/or mobile application must be in accordance with the DuitNow Online Banking/Wallets integration guideline.
- 3.6 You shall take all possible measures to ensure that Payers' Internet and/or Mobile Banking security credentials used in the course of a transaction at the your website and/or mobile application are always safeguarded and is never exposed to any other party except the relevant Debiting Participants:
  - i. You shall not intercept, capture or store Payers' Internet and/or Mobile Banking security credentials;

- ii. You shall not facilitate or allow the interception, capturing or storage of Payers' Internet and/or Banking security credentials; and
  - iii. You shall not through your action or omission, risk the exposure of the Payers' Internet and/or Mobile Banking security credentials to any party.
- 3.7 You shall ensure the confidentiality, integrity and security of Payers' Information entered at the your website and/or mobile application.
- 3.8 You must not make any warranties or representations in respect of goods or services supplied which may bind us, DuitNow Online Banking/Wallets Owner and Operator, Debiting Participant or any other Participants in the DuitNow Online Banking/Wallets service.
- 3.9 You must establish and maintain a fair policy for resolving Payers' disputes and/or claims.
- 3.10 You shall ensure its usage of PayNet's Developer Portal which includes its conduct in accessing the Application Programming Interfaces ('APIs'), a sandbox environment, tools, content and intellectual property rights is consistent and in accordance with the Terms of Use for the PayNet's Developer Portal.
- 3.11 You who has been granted a non-transferable license to use the DuitNow Brand shall not license or assign the said right to use to any other third party. You shall comply with the DuitNow Brand Guidelines at all times.
- 3.12 For the purpose of **Clause 3.11**, you will be liable for any claims, damages and expenses arising out of or caused to arise from misuse or unauthorised usage of the DuitNow Brand. In the event of such breach, your sub-licensed rights of using the DuitNow Brand shall be revoked and ceased immediately, whereupon this Agreement shall be terminated accordingly. Upon termination, **Clause 10.4** shall apply accordingly.
- 3.13 You shall consent and allow us to disclose our information to the DuitNow Online Banking/Wallets Owner and Operator, as may be reasonably required for the purpose of and in connection with providing the DuitNow Online Banking/Wallets service.
- 3.14 You shall notify the us immediately if it becomes aware of any non-compliance or potential non-compliance of to this Agreement or the Overlay Service Procedures for DuitNow Online Banking/Wallets which is applicable to you as reflected in this Agreement.
- 3.15 You shall ensure each transaction that is sent to DuitNow Online Banking/Wallets for processing has a unique payment reference number.
- 3.16 You shall ensure that your customers are aware that payments can be made via DuitNow Online Banking/Wallets.
- 3.17 You shall raise awareness and promote the use of DuitNow Online Banking/Wallets through the your websites, mobile application, and other means of communications.
- 3.18 **Clause 3.7**, **Clause 3.9** and **Clause 3.12** herein shall survive termination of this Agreement. Termination does not affect either party's rights accrued and obligations incurred before termination.
- 4. Obligations of Crediting Participant**

- 4.1 Upon receiving successful debit confirmation, we shall immediately credit and make funds available to the your account, or in a manner as agreed upon by the us and you.
- 4.2 We must make payment in full to you and shall not deduct any fees from the payment proceeds due to you, except for situations where you have specifically agreed in writing that DuitNow Online Banking/Wallets fees shall be deducted from payment amount.
- 4.3 We shall refund transaction fees to you if fees are incurred due to Payer's disputes that are not caused by you. However, if you opts to partially refund overpayments to Payers, you shall bear the transaction fees for executing the refund.
- 4.4 We shall implement reasonable measures to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected.

## 5. Goods and/or Services Delivery

- 5.1 Upon receiving final payment confirmation from RPP Host, you shall immediately update the Payer's payment and proceed to arrange for the delivery of the goods or services purchased by the Payer. You are responsible to ensure that the goods or services purchased are rendered to the Payer within the duration as stated in your website and or mobile application.

## 6. Fraud and Security

- 6.1 You shall implement all prudent safeguards and controls necessary to prevent, detect and mitigate fraud, as well as to protect their customers, services and transactions from fraud.
- 6.2 You shall also comply with all applicable laws of Malaysia in relation to fraud.
- 6.3 In the interest of safeguarding the integrity of the DuitNow Online Banking/Wallets service, you grant the DuitNow Online Banking/Wallets Owner and Operator and/or us the absolute authority to direct you to take any measure that the DuitNow Online Banking/Wallets Owner and Operator and/or we deems necessary to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected. You receiving such a directive shall promptly comply with the directive.

## 7. Payer's Disputes/Claims

- 7.1 You shall assist us with investigation related to Payer's disputes and requests for refunds in accordance with the following process and timelines:
- 7.2 If a valid request to recover funds was received by you within sixty (60) days of the Payers payments, you shall address the Payer's disputes / claims to the Payer's satisfaction.
  - 7.2.1 Payers may submit requests for refunds to you for the following reasons after the payments have been made:
    - i. Goods or services purchased were not provided or rendered due to the your non-performance or insolvency;
    - ii. Goods purchased were damaged or defective;
    - iii. Goods purchased not as described or as advertised by you;

- iv. Goods purchased were not genuine, counterfeit or fake; or
- v. Payers' bank accounts were erroneously debited multiple times for a single purchase or charged an incorrect amount by you.

7.2.2 Upon receiving a request for refund, the Merchant shall respond to all requests for refunds within seven (7) Business Days of receipt. The Merchant shall ensure that the refund claims are addressed within the seven (7) Business Days timeframe.

7.3 You may provide concrete evidence to contest the refund claim. Evidence may include proof of delivery, certification from suppliers on the authenticity of goods, or other documentation to demonstrate your performance of your obligations. If you are unable to furnish evidence within the timeframe specified in **Clause 7.2.2** or the evidence does not conclusively refute the Payer's refund claim, you are required to refund the purchase proceeds to the Payer within three (3) Business Days.

<sup>1</sup>*Evidence furnished by you to refute a refund claim is deemed to be sufficient if both the Debiting Participant and the Counterparty are fully satisfied that you have adequately demonstrated that you have performed its obligations.*

7.4 If you are not able to adequately refute a refund claim in accordance with **Clause 7.3**, we shall have the right to debit any of your account(s) maintained with us for the recovery of the disputed sum either entirely or partially.

## 8. Dispute Resolution

8.1 You shall have the right to refer your disputes to the DuitNow Online Banking/Wallets Owner and Operator if there is an allegation of our non-compliance to the obligations set out in this Agreement and the Overlay Service Procedures. The DuitNow Online Banking/Wallets Owner and Operator will review such complaints and allegations, but such review will be confined to:

8.1.1 Determination whether there has been non-compliance by us;

8.1.2 Stipulating remedies for the to correct or address the non-compliance; and

8.1.3 Determination if penalties are applicable for our non-compliance.

8.2 All decisions rendered by DuitNow Online Banking/Wallets Owner and Operator in response to complaints from you shall be binding on us.

8.3 Referring allegations of non-compliance to DuitNow Online Banking/Wallets Owner and Operator does not preclude the right of you to take the dispute to the respective industry arbitration or mediation bodies.

## 9. Indemnity

9.1 Subject to our and your (hereinafter referred to as "party" or "party's") compliance with **Clause 9.3**, each party ("Indemnifying Party") agrees to indemnify and hold the other party and its employees and agents harmless against any and all losses, expenses, claims, suits, demands, actions, and proceedings including all reasonable legal and other related fees or charges ("Liability") which the other party may suffer or incur or for which the other party may become liable as a result of:

- 9.1.1 Any negligence, misrepresentation or fraud on the part of the indemnifying party, its employees, and agents with respect to the performance of its obligations or the exercise of any of its rights under this Agreement;
  - 9.1.2 Any claim by a Payer, us, Debiting Participant, DuitNow Online Banking/Wallets Owner and Operator or any other person for any breach by the Indemnifying Party of any applicable laws;
  - 9.1.3 The failure of the Indemnifying Party to observe any of its obligations under this Agreement; or
  - 9.1.4 Any use of the DuitNow Brand by the Indemnifying Party other than as permitted by this Agreement.
  - 9.1.5 Except to the extent that such liability arises or is incurred by the other party by reason of any act or omission on Its part mentioned in **Clause 9.1.1 to 9.1:4**.
- 9.2 In the event a claim is made against a party in respect of which it is entitled to be indemnified pursuant to **Clause 9.1**, that party must:
- a) Give notice of any such claim to the other party;
  - b) Consult with the other party in relation to any such claim; and
  - c) Not to settle any claim without obtaining the prior written consent of the other, such consent not to be unreasonably withheld.
- 9.3 We are not liable to you for any loss or damage suffered by you as result of the delay or disruption caused by any system failure beyond our reasonable control.

## 10 Suspension and Termination

### Suspension

- 10.1 The DuitNow Online Banking/Wallets Owner and Operator or us, as the case maybe, reserves the right to suspend the participation of you in the DuitNow Online Banking/Wallets service by giving notice in writing specifying the suspension date and any conditions applicable to the suspension, under the following circumstances:
- 10.1.1 DuitNow Online Banking/Wallets Owner and Operator or us has determined that you breached this Agreement or any applicable rules, guidelines, regulations, circular or laws;
  - 10.1.2 You fail to remedy the breach described in **Clause 10.1.1** to our satisfaction;
  - 10.1.3 DuitNow Online Banking/Wallets Owner and Operator or us has determined that you have inadequate operational controls or insufficient risk management processes, resulting in potential threats or risks to the stability, integrity, safety, security and efficiency of the DuitNow Online Banking/Wallets service;
  - 10.1.4 Court order(s) affecting your membership in the DuitNow Online Banking/Wallets service and/or the legal status of you;
  - 10.1.5 Directive(s) issued by regulatory or government authority affecting your membership in the DuitNow Online Banking/Wallets services and/or its legal status;

- 10.1.6 An application is made to the court either voluntarily or involuntarily for an order that you be wound up;
  - 10.1.7 You are deemed unable to pay its debt and should be wound up under statutory laws;
  - 10.1.8 You are suspected on reasonable grounds that it is facilitating, involved in, has committed or will commit fraudulent act(s) in connection with the DuitNow Online Banking/Wallets service;
  - 10.1.9 We have received complaints from other Merchant(s), other Crediting Participant(s), Debiting Participant or Payer that you are engaging in fraudulent activity in connection with the DuitNow Online Banking/Wallets service; or
  - 10.1.10 You have been suspended from the DuitNow Online Banking/Wallets service by other Crediting Participant(s) due to breach of provisions of this Agreement or any applicable rules, guidelines, regulations, circular or law.
- 10.2 Upon suspension of you in the DuitNow Online Banking/Wallets services:
- 10.2.1 The services provided will be suspended immediately;
  - 10.2.2 You must take all reasonable steps to assist us to notify each Payer affected by the action that you are no longer participating in the DuitNow Online Banking/Wallets service, in the form directed by us;
  - 10.2.3 You must cease all promotional and advertising that is related or can be perceived to be related to DuitNow Online Banking/Wallets service;
  - 10.2.4 You must remove all DuitNow Brand from your marketing collaterals, channels and website; and
  - 10.2.5 You must take all reasonable steps to comply with any directions of us to minimise the impact on Payer of the suspension.

#### Termination

- 10.3 DuitNow Online Banking/Wallets Owner and Operator or us, as the case maybe, reserves the right to terminate the services provided under this Agreement or the DuitNow Online Banking/Wallets service under the following circumstances, which includes, but not limited to:
- 10.3.1 This Agreement between you and us is terminated or expired;
  - 10.3.2 We or the DuitNow Online Banking/Wallets Owner and Operator has determined that the you have breached this Agreement or any applicable rules, guidelines, regulations, circulars or laws;
  - 10.3.3 You fail to remedy or take adequate steps to remedy its default under this Agreement to the satisfaction of us or the DuitNow Online Banking/Wallets Owner and Operator, as the case maybe, within a time period as specified in the notice of the default given by us;
  - 10.3.4 The DuitNow Online Banking/Wallets Owner and Operator or us has determined that the you have inadequate operational controls or insufficient risk management process, resulting in potential threats or risks to the stability, integrity, safety, security and efficiency of the DuitNow Online Banking/Wallets service;
  - 10.3.5 Court order(s) affecting you or our membership and/or legal status;

- 10.3.6 Directive(s) issued by regulatory or government authority affecting you or the our membership and/or legal status;
  - 10.3.7 An application is made to the court either voluntarily or involuntarily for an order that you be wound up;
  - 10.3.8 You are deemed unable to pay its debt and should be wound up under statutory laws;
  - 10.3.9 Our membership in the DuitNow Online Banking/Wallets service or RENTAS is terminated or suspended and you have not appointed a replacement Crediting Participant; or
  - 10.3.10 The DuitNow Online Banking/Wallets Owner and Operator has determined you are inactive or you are deemed inactive when there are no transactions for a period of twelve (12) consecutive months.
- 10.4 Upon termination of this Agreement, you must undertake the following:
- a) Immediately advise its customers that they will no longer accept payment via DuitNow Online Banking/Wallets from the effective date of termination of your access to DuitNow Online Banking/Wallets service;
  - b) Shall ensure that inflight transactions post-termination are completed i.e. goods are delivered to the Payer's satisfaction;
  - c) Cease all promotional and advertising that is related, or can be perceived to be related to the DuitNow Online Banking/Wallets service; and
  - d) Remove all DuitNow Brand and Marks from the your payment channels and websites.
- 10.5 Upon termination of this Agreement, the participation of you in DuitNow Online Banking/Wallets service is automatically terminated.
- 10.6 Termination of you in the DuitNow Online Banking/Wallets service shall not extinguish any outstanding right or liability arising under this Agreement or the terms in the Overlay Service Procedures for DuitNow Online Banking/Wallets which is applicable to you as reflected in this Agreement.

## **11. ADVERTISEMENT AND USE OF LOGO**

- 11.1 The DuitNow Online Banking/Wallets Owner and Operator owns all rights, titles and interest in the DuitNow Brand and the DuitNow Online Banking/Wallets Owner and Operator and/or we may specify and may at any time amend the requirements relating to the use and/or display of the DuitNow Brand.
- 11.2 You shall comply with the requirements, process and/or guidelines prescribed by the DuitNow Online Banking/Wallets Owner and Operator in using the DuitNow Brand.
- 11.3 You must use the appropriate denotation or legend of trademark registration or ownership in connection with DuitNow Brand, as required or consented to by the DuitNow Online Banking/Wallets Owner and Operator and/or us.
- 11.4 You shall only use the DuitNow Brand for the sole purpose of publicising, indicating and advertising that you accept payments through the DuitNow Online Banking/Wallets service.

- 11.5 The DuitNow Online Banking/Wallets Owner and Operator and/or we have the right to direct you to make changes to their use of the DuitNow Brand to rectify any non-compliance or potential non-compliance.
- 11.6 The DuitNow Online Banking/Wallets Owner and Operator, may at any time, in its absolute discretion, direct you to cease using the DuitNow Brand where such use is in breach of this Agreement or the terms in the Overlay Service Procedures for DuitNow Online Banking/Wallets which is applicable to you as stipulated in this Agreement.
- 11.7 You must not use the DuitNow Online Brand in such a way to create an impression that the goods or services offered by you are sponsored, produced, offered or sold by the owner of the DuitNow Brand. You must not adopt "DuitNow Online Banking/Wallets" or any other DuitNow Brand as any part of the name of its business or apply it to any goods or services offered for sale.
- 11.8 In the event of termination of your access in DuitNow Online Banking/Wallets service, your sub-licensed use of the DuitNow Brand shall be automatically revoked on the day that the cessation of the your access takes effect.
- 11.9 You must immediately on becoming aware of any Infringement or potential Infringement of the DuitNow Brand, notify the Crediting Participant.

## PART 2

### 12. Disclaimer

- 12.1 The DuitNow Online Banking/Wallets Owner and Operator and us shall not be liable for any claims, actions, demands, costs, expenses, losses, and damages (actual and consequential) including legal costs that are incurred or suffered by you arising out of or caused by us in connection with the operations and services provided by the us in the Overlay Service Procedures for DuitNow Online Banking/Wallets service. You agree that it will communicate and resolve any dispute in relation to the aforesaid matters with us.

### 13. Confidentiality

- 13.1 You shall treat any information it receives or possess as result of this Agreement, as confidential and will not use such information other than for the purposes which it was given.
- 13.2 You shall ensure that your employees, representatives and suppliers comply with the confidentiality requirements at all times.
- 13.3 Your obligations as to confidentiality shall survive the expiration or termination of their access in the DuitNow Online Banking/Wallets service or this Agreement.
- 13.4 **Clause 13.1** shall not apply to information which:
- a) Is or has at the time of use or disclosure become public knowledge without any breach of this Agreement by the parties;
  - b) Is or has at the time of use or disclosure become generally known to companies engaged in the same or similar business as the party on a non-confidential basis through no wrongful act of the party;

- c) Is lawfully obtained by a party from third parties without any obligation by the party to maintain the information proprietary or confidential;
- d) Is known by a party prior to disclosure hereunder without any obligation to keep it confidential and such information was not disclosed by the other party under this Agreement;
- e) Is independently developed by a party without reference to or use of the other party's Confidential Information; or
- f) Is required to disclose or divulge by any court, tribunal, governmental or authority with competent jurisdiction or by any statute, regulation or other legal requirement, take-over panel or other public or quasi-public body as required by law and where the Party is required by law to make such disclosure. The Party shall give notification as soon as practical prior to such disclosure being made.

#### **14. Personal Data Protection**

- 14.1 You consent to the provision and use of information supplied to the DuitNow Online Banking/Wallets Owner and Operator and/or us in connection with the DuitNow Online Banking/Wallets service. You further agrees to notify the DuitNow Online Banking/Wallets Owner and Operator and/or us in writing of any update to any such information as soon as it is aware that the information supplied in connection with the DuitNow Online Banking/Wallets service has become out-dated.
- 14.2 You agree to comply with the Personal Data Protection Act 2010 of which it is bound and shall not do any act that will cause us, Debiting Participant and DuitNow Online Banking/Wallets Owner and Operator to breach any personal data protection laws.

#### **15. Variation and Waiver**

- 15.1 We may change the terms of this Agreement at any time in writing and such change shall take effect from the date specified in the notice.
- 15.2 Any provisions herein cannot be waived except in writing signed by the party granting the waiver

#### **16. Severability**

- 16.1 If the whole or any part of a provision of this Agreement is void, unenforceable or illegal in one jurisdiction, the remainder of this Agreement shall be enforceable and valid in other jurisdictions.

#### **17. Force Majeure**

- 17.1 We shall not be liable to you for any loss or damage (including direct or consequential), for failure to observe or perform its obligations under this Agreement for reasons which could not be reasonable diligence be controlled or prevented by us, including but not limited to, strikes, acts of God, acts of nature, acts of government not limited to movement control order, fire, flood, storm, riots, power shortages or power failure, power disruption by war, sabotage or inability to obtain sufficient labour, fuel or utilities.

## 18. Anti-Bribery and Anti-Corruption

18.1 By accepting this Terms & Conditions, I/we warrant to RHB that:

- 18.1 I/we will be compliant with all anti-corruption and anti-bribery laws, such as the Malaysian Anti-Corruption Commission Act 2009 and all other relevant laws and regulations relating to anti-corruption and anti-bribery as enforced from time to time;
- 18.2 I/we have read and understood the RHB Banking Group's Anti-Bribery & Corruption Policy (available at [www.rhbgroup.com](http://www.rhbgroup.com)) and acknowledge RHB's zero tolerance stance on corruption;
- 18.3 I/we will ensure all business dealings with RHB Banking Group will be conducted with upmost integrity;
- 18.4 Should I/we learn or have reason to know of any offering or solicitation of gratification such as payment, gift or other transfer of value either directly or indirectly, to any person corruptly that would violate any anti-corruption or anti-bribery laws or its other relevant regulations, I/we shall immediately disclose such activity to RHB via the Group's primary whistleblowing channel at [speakup@rhbggroup.com](mailto:speakup@rhbggroup.com). I/we acknowledge that all whistleblowing matters will be managed in accordance with RHB'S Group Whistleblowing Policy (available at [www.rhbgroup.com](http://www.rhbgroup.com)).
- 18.2 For any additional information on RHB's anti-bribery and corruption practices, you may contact Group Integrity & Governance, division of RHB via [integrity.governance@rhbggroup.com](mailto:integrity.governance@rhbggroup.com).

## 19. Secrecy Provisions

19.1 The Merchant acknowledges that, in connection with its use of the DuitNow Online Banking/Wallets service, it may have access to or process information relating to customers, transactions, or payment data ("Customer Information"). The Merchant shall:

- a) implement and maintain reasonable and appropriate technical and organisational security measures to safeguard such Customer Information against unauthorised access, disclosure, misuse, loss or alteration by whatever means in accordance with applicable laws and industry standards;
- b) ensure that access to Customer Information is restricted to its personnel on a need-to-know basis for the purposes of performing its obligations under these Terms and Conditions;
- c) ensure that its personnel are informed of, understand and undertake to comply with the confidentiality obligations including its prohibition on disclosure by whatever means relating to Customer Information to any person for any purpose other than that which is specified in the terms & conditions, permitted under the written law or approved by BNM, as the case may be (including after the end of the contract term);
- d) investigate any customer information breach to determine when and how the breach occurred;

- e) notify RHB within 24 hours upon becoming aware of any actual or suspected unauthorised access, disclosure or breach involving Customer Information; and
- f) comply with all applicable laws, regulatory requirements, and DuitNow Online Banking/Wallets rules relating to the protection and handling of Customer Information.
- g) ensure the adequacy and effectiveness of its policies and procedures to protect RHB's Customer Information;
- h) conduct robust vetting on its personnel who handles Customer Information;
- i) destroy or return all customer information to RHB upon the expiry or termination of the Merchant's service with RHB; and
- j) allow RHB to audit or inspect how Customer Information is safeguarded.

**20. Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLA")**

20.1 The Merchant hereby represents, warrants and undertakes that the Merchant:

- (i) has not engaged, and shall not at any time engage, directly or indirectly, in a transaction that involves proceeds of an unlawful activity or instrumentalities of an offence;
- (ii) has not acquired, received, possessed, disguised, transferred, converted, exchanged, carried, disposed of or used, and shall not at any time acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose of or use, proceeds of an unlawful activity or instrumentalities of an offence;
- (iii) has not removed from or brought into Malaysia, and shall not at any time remove from or bring into Malaysia, proceeds of an unlawful activity or instrumentalities of an offence;
- (iv) has not concealed, disguised or impeded, and shall not at any time conceal, disguise or impede, the establishment of the true nature, origin, location, movement, disposition, title of, rights with respect to, or ownership of, proceeds of an unlawful activity or instrumentalities of an offence;
- (v) will at all times comply with the Regulatory Requirements at Section 20.3;
- (vi) will be fully liable if found to have contravened the Regulatory Requirements causing legal repercussion to RHB due to actions of the Merchant; and
- (vii) understands that any breach(es) due to AMLA and sanction requirements are non-negotiable.

20.2 For the purpose of this Clause, the following are the definitions:

"instrumentalities of an offence" means:

- a) anything which is used in, or in connection with, the commission of any unlawful activity; or
- b) any property which is wholly or partly used in, or in connection with, the commission of any unlawful activity,  
  
whether the thing or property is situated within or outside Malaysia.

“proceeds of an unlawful activity” means any property, or any economic advantage or economic gain from such property, within or outside Malaysia:

- a) which is wholly or partly:
  - (i) derived or obtained, directly or indirectly, by any person from any unlawful activity;
  - (ii) derived or obtained from a disposal or other dealings with the property referred to in subparagraph (i); or
  - (iii) acquired using the property derived or obtained by any person through any disposal or other dealings referred to in subparagraph (i) or (ii); or
- b) which, wholly or partly, due to any circumstances such as its nature, value, location or place of discovery, or to the time, manner or place of its acquisition, or the person from whom it was acquired, or its proximity to other property referred to in subparagraph (a)(i), (ii) or (iii), can be reasonably believed to be property falling within the scope of subparagraph (a) (i), (ii) or (iii);

“property” means:

- a) assets of every kind, whether corporeal or incorporeal, moveable or immovable, tangible or intangible, however acquired; or
- b) legal documents or instruments in any form, including electronic or digital, evidencing title to, or interest in, such assets, including currency, bank credits, deposits and other financial resources, traveller’s cheques, bank cheques, money orders, capital market products, drafts and letters of credit,  
  
whether situated within or outside Malaysia, and includes a legal or equitable interest, whether full or partial, in any such property;

“unlawful activity” means:

- a) any activity which constitutes any serious offence or any foreign serious offence; or
- b) any activity which is of such a nature, or occurs in such circumstances, that it results in or leads to the commission of any serious offence or any foreign serious offence,  
  
regardless whether such activity, wholly or partly, takes place within or outside Malaysia;

“serious offence” means:

- a) any of the offences specified in the Second Schedule of AMLA;
- b) an attempt to commit any of those offences; or
- c) the abetment of any of those offences;

“transaction” includes an arrangement to open an account involving two or more persons and any related transaction between any of the persons concerned and another.

**20.3** The Merchant acknowledges and agrees that:

- a) RHB is obliged to comply with all applicable laws, regulations, directives, policy documents, guidelines, practice directions, sanctions, industry standards and practices and other requirements, including without limitation the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, the Strategic Trade Act 2010, Financial Services Act 2013 (and any subsequent amendments thereto), to which RHB as a licensed financial institution may from time to time be subject to in Malaysia (collectively, “Regulatory Requirements”);
- b) RHB shall be entitled to do or refrain from doing any act or thing, for compliance with the Regulatory Requirements;
- c) if RHB is of the opinion that any event or circumstance (whether related or not), which would make it unlawful or illegal for RHB to approve/execute the DuitNow Online Banking/Wallets service transaction has occurred or arisen, or the approval/execution of the DuitNow Online Banking/Wallets service transaction would contravene any of the Regulatory Requirements (in whole or in part), including without limitation RHB’s receipt of any alert or positive name match from the relevant checks conducted on the Merchant and any related third party involved in the underlying transaction(s) (including without limitation the vendor/ developer/ promoter/ agent/ trustee/ supplier who are involved in the provision of Services) by RHB pursuant to the Regulatory Requirements, then, notwithstanding anything to contrary contained in this Terms and Conditions, RHB shall, at any time by giving not less than seven (7) business days written notice or such shorter period as required or permitted by such Regulatory Requirements, be entitled to:-
  - (i) suspend the DuitNow Online Banking/Wallets service, and do all such acts and things as may be necessary to comply with the Regulatory Requirements; and/ or

- (ii) cancel the DuitNow Online Banking/Wallets service and terminate its relationship with the Merchant, and do all such acts and things as may be necessary to comply with the Regulatory Requirements.
- d) if the DuitNow Online Banking/Wallets service is cancelled/ terminated by RHB pursuant to their compliance to Regulatory Requirements:
  - (i) no utilisation or further utilisation of the services under the Terms and Conditions shall be made allowed; and
  - (ii) RHB shall be entitled to exercise all or any of its rights and remedies available to it under the Terms and Conditions, the applicable laws or otherwise;
- e) it shall provide all such documents and information as RHB may require (at all times during the term of the DuitNow Online Banking/Wallets service) for the purposes of complying with the Regulatory Requirements;
- f) RHB shall be entitled to stop all services to be performed and received under the DuitNow Online Banking/Wallets service, until such further notice (revocation order) is received from the said enforcement agency or the cease of the order (whichever the first); or unless there is a variation order.