



DuitNow Consent Terms and Conditions

In these DuitNow 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 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.

DEFINITIONS & INTERPRETATION

"Business Day"	means any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.
"DuitNow"	means a service which allows customers to initiate and receive instant credit transfers using a recipient's account number or DuitNow ID.
"DuitNow ID"	means common identifiers of an account holder such as a mobile number, NRIC, passport number, army number or police number (in the case of an individual) or business registration number (in the case of a corporate customer) or any other common identifiers as may be introduced by the DuitNow Operator from time to time.
"DuitNow Consent Request"	means a service allows customers or merchant to initiate consent request registration or maintenance using customer's DuitNow ID
"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 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 Consent Request service offered by Us. The DuitNow Consent service allows You to get your consent registered or get your consent registered via merchant from Your designated bank or e-money account maintained with Us, to a bank or e-money account maintained by Your recipient at a participating DuitNow participant, or such other means as prescribed by Us or the DuitNow Operator from time to time.
- 1.2. The DuitNow service offered by Us is part of the Electronic Banking/e-Money Services, and accordingly these Terms are in addition to and shall be read in conjunction with the Terms and Conditions for Reflex Cash Management Services and Mobile Banking.

2. DUITNOW CONSENT REQUEST SERVICES

- 2.1. If You wish to request Consent via DuitNow, You must first initiate an account enquiry by entering the recipients' DuitNow ID in Our Reflex Cash Management Services.
- 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 Recipient.

- 2.3. You are responsible for the correct entry of the Recipients DuitNow ID and ensuring that the Recipient's name displayed is the intended Recipient of the consent request prior to confirming the DuitNow Consent Request.
- 2.4. We will notify You on the status of each successful, failed or rejected DuitNow Consent Request 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 confirming the consent request 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 Consent Request has confirmed, it will be deemed irrevocable and you will not be able to cancel, stop or perform any changes to that DuitNow Consent Request.

3. MULTIPLE NAME ENQUIRY REQUESTS

- 3.1. You are advised not to submit multiple "Name Enquiry Requests" without a confirmed DuitNow Consent Request. We shall not display the results of the "Name Enquiry Requests" upon 5 consecutive Name Enquiry Requests that are not followed with a confirmed mandate required.
- 3.2. Without prejudice to any of Our rights and remedies, We reserve the right to terminate or suspend Your access to and use of the DuitNow service where We consider in Our sole discretion that inappropriate, fraudulent or suspicious use is being made of the DuitNow service, such as where multiple "Name Enquiry Requests" are submitted without a confirmed DuitNow Consent Request. You are advised to contact Us should You encounter any issues relating to the foregoing.

4. RECOVERY OF FUNDS

- 4.1. In the event, the Consent request are involving debiting amount of money from the account, You have rights in relation to the investigation and recovery of, erroneous payments and unauthorized (includes fraudulent) DuitNow Consent request and transactions made from Your account.

5. ERRONEOUS/MISTAKEN DUITNOW CONSENT REQUEST

- 5.1. If You have made an erroneous DuitNow Consent Request, You may request for recovery of the funds within ten (10) business days from the date the Erroneous DuitNow Consent Request 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 request were actually wrongly route into the affected Recipient's account;
 - 5.1.2. If funds have been wrongly debited, 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 Transaction was made:
 - 5.2.1. The affected Receiving 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 (7) months from the date of the Erroneous DuitNow Consent Request:

- 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 TRANSACTION

- 6.1. For DuitNow Consent Request 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 Consent Request was made, if in the event money has debited, 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 request 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 DuitNow Consent Request and money has debited 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 service offered by Us arising from:
 - 7.1.1. Your negligence, misconduct or breach of any of these Terms;
 - 7.1.2. Any failure, delay or non-transmission of funds due to system maintenance, breakdown or non-availability of any network, software or hardware of Our Reflex Cash Management Services and the DuitNow Operator; or
 - 7.1.3. The suspension, termination or discontinuance of the DuitNow Services.
- 7.2. You shall indemnify Us, Our affiliates, and the DuitNow Operator against any loss or damage suffered due to any claim, demand, or action brought against Us, Our affiliates, and the DuitNow Operator resulting from any negligent and/or fraudulent act to the DuitNow Terms and Conditions by You.

8. GENERAL

- 8.1. We reserve the right to revise at any time, such charges for the use of the DuitNow Services, upon notice to You. Such revisions shall take effect from the date stated in the notice. Where You continue to access or use the DuitNow services after such notification, You shall be deemed to have agreed to and accepted such revisions to such charges.
- 8.2. You acknowledge that We may terminate Your use of the DuitNow Service with Us for any reason, at any time 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 (including contact details) by Us, Our affiliates, Our service providers and the DuitNow Operator as required for the purposes of the DuitNow Service.
- 8.5. These Terms are governed by and shall be construed in accordance with the laws of Malaysia.