



DuitNow Online Banking/Wallet Merchant's Terms and Conditions

In these DuitNow Online Banking/Wallet 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/Wallet 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.

DEFINITIONS & INTERPRETATION

"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, and/or Islamic investment account. Additionally, means all line of credit accounts tied to payment cards where transaction is made.

"Crediting Participant" means Us.

"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 partnerships), 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 entities 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 portion of funds transferred and credited to the wrong party due to erroneous/mistaken payments or unauthorised/fraudulent payments that cannot be retrieved after we have exhausted the recovery of funds process.

1. Introduction

- 1.1 We are the Crediting Participant who is a participant of the DuitNow Online Banking/Wallets services and you are a registered Merchant under the DuitNow Online Banking/Wallets services.
- 1.2 In consideration of the fees paid to us, we agree to facilitate the participation of you in DuitNow Online Banking/Wallets services in accordance with these Terms.
- 1.3 You hereby agree 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 these Terms including any future revisions which will be communicated by us to you.

2. Payment Type

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

3. Your Obligations as a 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 your 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 you have and maintain 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 your obligations are fulfilled to the Payer's satisfaction.
- 3.5 You shall ensure that display of Participating Banks at 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 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 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 your usage of PayNet's Developer Portal which includes your 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 If you have been granted a non-transferable license to use the DuitNow Brand, you 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 these Terms 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 us immediately if you become aware of any non-compliance or potential non-compliance of to these Terms or the Overlay Service Procedures for DuitNow Online Banking/Wallets which is applicable to you as reflected in these Terms.
- 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 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 these Terms. Termination does not affect either party's rights accrued and obligations incurred before termination.

4. Obligation of Us as the Crediting Participant

- 4.1 Upon receiving successful debit confirmation, we shall immediately credit and make funds available to your account, or in a manner as agreed upon by 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 opt 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 your 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 deem necessary to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected. Merchants 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 Payer's 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 or the following reasons after the payments have been made:
 - i. Goods or services purchased were not provided or rendered due to 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, you shall respond to all requests for refunds within seven (7) Business Days of receipt. You 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 the 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.

- 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 these Terms 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 us 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 your right 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 these Terms;
- 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 these Terms;
or
 - 9.1.4 Any use of the DuitNow Brand by the Indemnifying Party other than as permitted by these Terms.
 - 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 your participation 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 have breached these Terms 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 your 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 your debt and should be wound up under statutory laws;
 - 10.1.8 You are suspected on reasonable grounds that you are 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 these Terms 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 from 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 these Terms or the DuitNow Online Banking/Wallets service under the following circumstances, which includes, but not limited to:
- 10.3.1 These Terms between you and us is terminated or expired;

- 10.3.2 We or the DuitNow Online Banking/Wallets Owner and Operator has determined that you have breached these Terms or any applicable rules, guidelines, regulations, circulars or laws;
 - 10.3.3 You fail to remedy or take adequate steps to remedy your default under these Terms 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 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 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 your 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 our replacement; or
 - 10.3.10 The DuitNow Online Banking/Wallets Owner and Operator has determined that 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 these Terms, you must undertake the following:
- a) Immediately advise your customers that you 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 your payment channels and websites.



- 10.5 Upon termination of these Terms, 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 these Terms or the terms in the Overlay Service Procedures for DuitNow Online Banking/Wallets which is applicable to you as reflected in these Terms.

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 us have the right to direct you to make changes to your 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 these Terms or the terms in the Overlay Service Procedures for DuitNow Online Banking/Wallets which is applicable to you as stipulated in these Terms.
- 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 your 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 your access takes effect.
- 11.9 You must immediately on becoming aware of any infringement or potential infringement of the DuitNow Brand, notify us.



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 us in the Overlay Service Procedures for DuitNow Online Banking/Wallets service. You will communicate and resolve any dispute in relation to the aforesaid matters with us.