

RHB BANK BERHAD

Terms and Conditions for DuitNow QR in Reflex Cash Management Services and Mobile Banking

In these DuitNow QR Terms and Conditions (“Terms”), references to “you”, “your” and “yours” refers to the Merchant who is utilising the DuitNow QR Service and has an account with RHB and reference to “we”, “our”, “ours” and “us” refers to RHB.

For purposes of this Terms and Conditions, RHB Bank Berhad (Company No. 6171-M) and RHB Islamic Bank Berhad (Company No. 680329-V) herein will be referred collectively as (“RHB”) unless otherwise specified.

Definitions

“Account” means an E-money account offered by issuers of e-money 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 Investment accounts, Islamic Deposit accounts, current accounts, virtual internet accounts. Additionally, means all line of credit accounts tied to payment cards where transaction is made.

“Beneficiary of Fraud” means party who ultimately benefits from the unauthorized or fraudulent payment.

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

“CASA” means current account and savings account.

“Line of Credit Accounts” means credit card account(s), charge card account(s) and debit card(s)

“Debiting Participant” means banks and E-Money issuer participating in RPP where the Payer maintains accounts

“Dynamic QR” means a QR Code that is generated after the Merchant or recipient keys-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 a means of making payment to any person other than the issuer of e-money.

“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 QR Service.

“Manager” means a person who have been given authority by a Merchant to create outlets, create Cashier IDs, to generate DuitNow QR codes and receive DuitNow QR payments from the Payer on behalf of Merchant. Payments received via DuitNow QR goes into the Merchant’s account.

“Cashier” means a person who have been given authority by a Merchant to generate DuitNow QR codes and receive DuitNow QR payments from the Payer on behalf of Merchant. Payments received

via DuitNow QR goes into the Merchant's account.

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

"DuitNow QR Brand" means brand, icon, logo, trademark and service mark for the DuitNow QR;

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

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

"StaticQR" means a QR Code displayed which 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.

"RPP" means Real-Time Payments Platform, a shared payment infrastructure developed and established by PayNet, which facilitates instant and interoperable payments and collections.

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

1. Introduction

- 1.1 RHB Bank Berhad is a participant of the Real-Time Retail Payment Platform and you are registered Merchant under the DuitNow QR Services.
- 1.2 In consideration of the fees paid to RHB Bank Berhad, RHB Bank Berhad agrees to facilitate the participation of the Merchant in DuitNow QR Services in accordance with these Terms
- 1.3 The DuitNow QR service allows you to receive an amount specified by you in to your designated RHB Bank Berhad Account made by your customer by scanning DuitNow QR generated by you.
- 1.4 The DuitNow QR service offered by us is part of the electronic banking, 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, RHB Bank Berhad. Please follow this URL to read the Terms & Conditions for [Reflex Cash Management Services and Mobile Banking, RHB Bank Berhad](#)
- 1.5 The Merchant agrees to observe all the DuitNow operating rules issued by the DuitNow QR Owner & Operator which is applicable to the Merchant as reflected in this Terms including any future revisions which will be communicated by RHB Bank Berhad to the Merchant.

2. DuitNow QRService

- 2.1 If Merchant wish to receive funds via DuitNow QR, Merchant must first download and install RHB Reflex mobile application on your mobile device and select an account to be used by RHB Bank Berhad for crediting of collection funds and deduction of charges for DuitNow QR and/or any other related charges in relation to DuitNow QR. RHB Bank Berhad mobile application enables Merchants to generate a Static QR Code or a Dynamic QR Code to be displayed at the Cashier counter or on a mobile device.
- 2.2 Merchant is responsible for ensuring that the transaction amount keyed-in the mobile application screen is correct especially for Dynamic QR prior displaying to customer. RHB Bank Berhad is under no obligation whatsoever to amend the amount or cancel the QR.
- 2.3 We will notify you on the status of each successful, failed or rejected DuitNow QR transaction via mobile in app notification or any of our available communication channels.

3. Payment Type

- 3.1 Merchant shall accept Payments draw funds from CASA and Line of Credit Accounts.

4. Obligation of Merchant

- 4.1 Merchant must be 18 years of age or above and must provide true, correct and accurate information to RHB Bank Berhad in relation to their Personal and Business which includes but

not limited to information pertaining to their Name, NRIC, Mobile Number, Nationality, Address, Nature of Business, Business Name, Account, Outlet and Cashier.

- 4.2 In the event there are any changes to the information, the Merchant shall update the information via the RHB Reflex Mobile Application and/or notify RHB Bank Berhad immediately by means acceptable to RHB Bank Berhad.
- 4.3 The Merchant acknowledge that RHB Bank Berhad shall not be liable and Merchant shall indemnify RHB Bank Berhad for any loss or damage that may arise due to Merchant's failure or delay to keep RHB Bank Berhad and/or Third Party Bank updated as to any changes to information including but not limited to information as specified **4.1** and **4.2**.
- 4.4 The Merchant, Manager and Cashier must take all reasonable precautions and diligence to prevent any unauthorized use of their DuitNow QR and their mobile devices including but not limited to the following measures: -
- a) Enable lock on their mobile devices;
 - b) Not keep any written record of username, login pin number on, with or near their mobile devices;
 - c) Not to display or to allow another person to see the username, login pin during access codes entry;
 - d) Not to use username, login pin negligently or recklessly which will contribute to or cause losses from any unauthorised DuitNow QR transaction by any Third Party;
 - e) Avoid using date of birth, identity card number or mobile number as the username.
 - f) Check the account details and transactions and report any discrepancy without undue delay
 - g) Logout from the application properly after use and not leave their Mobile Devices unattended
 - h) Ensure correct profile is used when using the DuitNow QR application.
 - i) At no time and under no circumstances shall the Merchant reveal his/her username and/or pin to anyone including to any RHB Bank Berhad staff.
- 4.5 Should Manager have any reason to believe that any of their username and login pin have been misused and/or compromised by disclosure, discovered or howsoever, they must inform RHB Bank Berhad immediately to terminate the username and re-register.
- 4.6 Should Cashier have any reason to believe that any of their username and login pin have been misused and/or compromised by disclosure, discovered or howsoever, they must contact the Merchant/Manager to re-create a new Cashier ID.
- 4.7 The Manager/Cashier agree that RHB Bank Berhad has the right to invalidate their username for breach or potential breach of any terms herein, or of any laws and/or regulations and/or to ensure or maintain the security of DuitNow QR and its users where RHB Bank Berhad deems appropriate. RHB Bank Berhad shall not be held liable for any loss/damage suffered as a result

of such validation of their username.

4.8 Merchant agrees to the DuitNow QR services usage responsibility and not to use it for any unlawful activities

4.9 Merchant must have good title or ownership over the products and services they offer to customers.

4.10 Merchant will be responsible and held accountable for the conduct of their Cashier(s). Merchant shall educate their Cashier(s) on the Terms & Conditions of DuitNow QR RHB Reflex Mobile Application and its related services especially in relation to the Cashier's responsibilities, DuitNow QR operations and possible risks in using DuitNow QR.

4.11 Restricted activities

Manager & Cashier have a duty to ensure the information provided and activities conducted through DuitNow QR services shall NOT: -

- a) Be false, inaccurate or misleading
- b) Be fraudulent or involve the sale of counterfeit or stolen items
- c) Consist of providing illegal money lending
- d) Be related in any way type of gambling and/or gaming activities
- e) Infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy.
- f) Violate any law, statute, ordinance, contract or regulation (including but not limited to, those governing financial services, consumer protection, unfair competition, antidiscrimination, or false advertising);
- g) Be defamatory, trade libel, unlawfully threatening or unlawfully harassing;
- h) Be obscene or contain pornography;
- i) Contain any viruses, Trojan horses, worms, time bombs cancel bots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information;
- j) Facilitate the sale of counterfeit goods;
- k) Cause RHB Bank Berhad to receive excessive complaints regarding your account or business;

If there is any use or attempt to use the DuitNow QR services for any type of unlawful purposes (including but not limited to the above) Merchant, Manager and Cashier's access to DuitNow QR services will be terminated. Manager and Cashier may be subjected to damages and other penalties, including criminal prosecution where available.

4.12 The responsibility and accountability of Merchant's DuitNow QR Promotion shall be borne by

the Merchant. Merchant agree to take all reasonable steps to ensure all content and terms stated in the Merchant DuitNow QR promotion are correct and fair and is in NO way violating any rules and laws of Malaysia and/or causing any harm, offense and/or discrimination to the customers or the general public. RHB Bank Berhad plays no part in Merchant's DuitNow QR promotion creation and shall not be liable for any misinterpretation of Merchant's DuitNow QR promotion.

Should the Merchant have any reason to believe that their Static QR code has been tampered by any persons, the Merchant shall immediately reprint and replace the tampered Static QR code.

- 4.13 Merchant shall not charge any fees for POS payments made by Payers using DuitNow QR Service.
- 4.14 The Merchant shall ensure it has and maintains adequate procedures and systems for receiving and processing promptly payment instructions it receives from the RHB Bank Berhad.
- 4.15 The Merchant must not make any warranty or representation in respect of goods or services supplied which may bind RHB Bank Berhad, DuitNow QR Owner & Operator or any other participants of DuitNow QR operator.
- 4.16 The Merchant must establish and maintain fair policy for correction of errors and facilitate recovery of funds for erroneous or mistaken payment and/or unauthorised or fraudulent payments.
- 4.17 The Merchant shall allow the RHB Bank Berhad to disclose its information pertaining to payment processes as the DuitNow QR Owner & Operator may reasonably require for DuitNow QR services.
- 4.18 The Merchant has been granted a non-transferrable license to use the DuitNow QR Brand and shall not license or assign the said right to be use by another third party. The Merchant shall comply with the DuitNow QR Brand Guidelines at all times.
- 4.19 For the purpose of **Clause 4.18**, the Merchant will be liable for any claims, damages and expenses arising out of or caused to arise from misuse or unauthorised usage of the DuitNow QR Brand. In the event of such breach, the Merchant sub-licensed rights of using DuitNow QR Brand shall be revoked and ceases immediately. Whereupon these Terms shall be terminated henceforth, without affecting accrued rights of parties. Upon termination, **Clause 4.20** shall apply accordingly.
- 4.20 Upon termination of these Terms, the Merchant will do the following: -
 - a. The Merchant will continue to maintain an account with RHB Bank Berhad to credit funds and debit miscellaneous charges for period of not less than five (5) business days after the effective date of suspension or termination,
 - b. Cease all promotional and advertising that is related, or can be perceived to be related to the DuitNow QR; and

- c. Return to RHB Bank Berhad all documents and intellectual property assets of DuitNow QR, if any.
 - d. Remove the DuitNow QR brand from the existing Merchant's channels and return to DuitNow QR Operator.
- 4.21 RHB Bank Berhad shall not be liable for any claims, loss, damage or expense of any kind arising directly or indirectly as a result of suspension or termination of Merchant's access to DuitNow QR.
- 4.22 RHB Bank Berhad has the absolute discretion to stipulate additional requirements that RHB Bank Berhad deems necessary to ensure that a Merchant exit is orderly, the operation of DuitNow QR is not disrupted, and public confidence in DuitNow QR is not materially jeopardized.
- 4.23 Merchant shall not deduct any RPP fees from the Cash Out withdrawal and ensure the Payer is paid in full amount.
- 4.24 RHB Bank Berhad does not warrant the accuracy of any information pertaining to the Merchant's Account(s), or transactions as reported through DuitNow QR services due to time delays and/or errors that may occur. Merchants are advised to regularly review any alerts, statements, or notices issued or made available by RHB Bank Berhad, to ensure that there are no errors, irregularities, discrepancies, claims or unauthorised items or transactions, regularly and from time to time.
- 4.25 The Merchant shall accept Payments or Cash Out that draw funds from the 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 investment account, Islamic deposit accounts, current accounts, virtual internet accounts and/or line of credit accounts tied to payment cards.
- 4.26 This Clause 4 shall survive the termination of these Terms. Termination does not affect either party rights accrued, and obligations incurred before termination.

5. Obligation of RHB Bank Berhad (Merchant Bank)

- 5.1 RHB Bank Berhad reserves the right: -
- a) To conduct an inspection of the Merchant's outlet or business premises; and/or
 - b) To enquire the production of documents evidencing the Merchant's identity and business activities
- For the purpose of compliance to the Bank's Internal policy and/or procedures, laws and regulations and/or for any other reasons the bank deems fit.
- 5.2 RHB Bank Berhad reserves the right to add, modify or remove any DuitNow QR features at its absolute discretion from time to time as it sees fit.

- 5.3 RHB Bank Berhad shall immediately credit and make funds available in the Merchant's account, except for situations where the Merchant has specifically agreed for delayed or batched posting.
- 5.4 Any refunds by RHB Bank Berhad must be made together with transaction fees to the Merchant if fees were incurred due to Payer's dispute that are not caused by the Merchant. However, if the Merchant opts to partially refund overpayments to Payers, the Merchant shall bear the transaction fees for executing such refund.
- 5.5 RHB Bank Berhad shall implement reasonable measures to detect, mitigate, resolve and prevent actual and suspected fraudulent or unauthorised acts.

6. Recovery of Funds

- 6.1 The Merchant shall
 - 6.1.1 assist RHB Bank Berhad in any investigation of erroneous or mistaken payment as stated in Clause 7;
 - 6.1.2 assist RHB Bank Berhad in any investigation on unauthorised or fraudulent payment as stated in Clause 8;
 - 6.1.3 effect refund(s) to the Payers, RHB Bank Berhad, as the case may be, if it is found that the Merchant is responsible for such erroneous, mistaken unauthorised or fraudulent payment, as the case may be.
- 6.2 In the event of erroneous or mistaken payment is caused by the Merchant, after verification and confirmation from the Merchant with respect to such erroneous or mistaken payment, RHB Bank Berhad shall immediately reverse out all credits erroneously posted to the Merchant's account regardless of whether funds have been recovered from other affected parties.

7. Erroneous/Mistaken DuitNow QR Transaction

- 7.1 RHB Bank Berhad shall inform the Merchant once the RHB Bank Berhad receives a request to recover funds that is wrongly credited to the Merchant due to an erroneous mistaken payment. The Merchant must facilitate recovery of funds process stated in **Clause 7.2**.
- 7.2 Upon receiving a recovery of funds request for erroneous or mistaken payment, RHB Bank Berhad has the right to debit the Merchant's account to recover funds within five (5) Business Day after the following conditions are met:
 - 7.2.1 If the recovery of funds request is received within ten (10) business days from date of

the erroneous or mistaken payment and:

- 7.2.1.1 The RHB Bank Berhad is fully satisfied that funds were erroneously credited to the Merchant's account;
- 7.2.1.2 The funds have been credited to the Merchant's account;
- 7.2.1.3 The Merchant has not acted in reliance of successful notification from RHB Bank Berhad;
- 7.2.1.4 The successful notification has not been delivered to the Merchant (in the case of delayed notification);
- 7.2.1.5 There is sufficient balance in the Merchant's account to cover the recovery amount; and
- 7.2.1.6 RHB Bank Berhad has provided notification to the Merchant regarding the proposed debit of Merchant's account and the reason for debiting.

7.2.2 If the recovery of funds request is received between eleven (11) Business Days and seven (7) months from date of erroneous or mistaken payment:

- 7.2.2.1 RHB Bank Berhad is fully satisfied that funds were erroneously or mistakenly credited to the Merchant's account;
- 7.1.2.1 There is sufficient balance in the Merchant's account; and
- 7.1.2.2 RHB Bank Berhad has provided written notification to the Merchant where the erroneous/mistaken payment will be recovered through debiting the Merchant's account, within ten (10) business days of the notification unless The Merchant provides reasonable evidence to substantiate ownership of the funds in question.

7.1.3 If the recovery of funds is received after seven (7) months from date of erroneous or mistaken payment and:

- 7.1.3.1 RHB Bank Berhad is fully satisfied that funds were erroneously credited to the Merchant's account;
- 7.1.3.2 RHB Bank Berhad must seek prior written consent from the Merchant to debit the Merchant's account to recover funds, and the Merchant must give its consent to debit its account within ten (10) Business Days of receiving the request to debit from RHB Bank Berhad.

7.3 When the Merchant receives a request for consent from RHB Bank Berhad as described in Clause 7.2.3.2, Merchant shall not unreasonably withhold consent to debit its account when there is a legitimate recovery of funds request.

8 Unauthorised or Fraudulent DuitNow QR Transaction

- 8.1 RHB Bank Berhad shall inform the Merchant once RHB Bank Berhad receives a request to recover funds that was credited to the Merchant due to an unauthorized/fraudulent payment instruction. The Merchant must facilitate the recovery of funds process stated in clause 8.2
- 8.2 If the Merchant receives an unauthorized and/or fraudulent payment instruction, Merchant shall:
- 8.2.1 Immediately take all practicable measures to prevent or block further misuse unauthorized or fraudulently transferred funds for the benefit of the Beneficiary of Fraud;
- 8.2.2 Furnish to RHB Bank Berhad, including but not limited to the name, address, contact information, national identity card number/passport number to conclusively identify the Beneficiary of Fraud within seven (7) Business Days of detecting the unauthorized or fraudulent payment.
- 8.2.3 Take all practicable measures to the extent permitted by law to recover funds from the unintended recipient of funds including but not limited to reversing out credits, drawing on deposits or other financial guarantees that the Beneficiary of Fraud placed/places with the Merchant, stopping delivery of goods, suspending services that the Beneficiary of Fraud has paid for, repossessing goods delivered to the Beneficiary of Fraud and/or taking legal action against the Beneficiary of Fraud; and
- 8.2.4 Immediately provide information required in clause 8.2 (b) to the payer bank to facilitate the Payer Bank's investigation.
- 8.3 In the event that RHB Bank Berhad receives payment request from a Merchant which to RHB Bank Berhad believes to be an unauthorized or fraudulent payment, RHB Bank Berhad shall do the following (upon becoming aware of the suspected unauthorized payment/fraud):
- 8.3.1 RHB Bank Berhad shall conduct investigation to determine :
- a. Whether the Merchant is implicated in the unauthorized payment/fraud; or
- b. Whether there is sufficient grounds to conclude that the Merchant is involved, or has benefited, directly or indirectly from the unauthorized payment/fraud; and
- c. RHB Bank Berhad shall prevent or block withdrawal or and further use of the remaining funds in the Merchant's account with RHB Bank Berhad until there is satisfactory resolution of Unrecoverable Loss.
- 8.3.2 The Merchant shall facilitate and cooperate with RHB Bank Berhad to complete

the investigation.

8.4 In the event the Merchant is responsible for fraudulent payment instruction, **Clause 12.3** shall apply accordingly.

9 Service Availability & Delay in Payments

9.1 DuitNow QR services is intended to be available 7 days a week, 24 hours a day. Customers acknowledge that there may be:

9.1.1 Daily downtime where RHB Bank Berhad carries out maintenance over its systems and equipment; and/or

9.1.2 Occasional downtime due to any other unforeseen interruption beyond RHB Bank Berhad control.

9.2 The Merchant acknowledges that delay may occur in processing of Payment Instructions in the event of mentioned in **Clause 9.1**.

10 Liability and Indemnity

10.1 Subject to the other party's compliance with **Clause 10.2**, 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 for which the other party may become liable as a result of:

- a) 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 its rights under this Terms;
- b) Any claim by Payer, RHB Bank Berhad, Debiting Participant, DuitNow QR Owner & Operator or any other person for any breach by the Indemnifying Party of any applicable laws;
- c) The failure of the Indemnifying Party to observe any of its obligations under these Terms; or
- d) Any use of the DuitNow QR brand by the Indemnifying Party other than as permitted in these Terms;
- e) 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 10.1 (a) to (d)**.

10.2 In the event a claim is made against a party in respect of which it is entitled to be indemnified pursuant to **Clause 10.1**, 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;

- c) Not to settle any claim without obtaining the prior written consent of the other, such consent not to be unreasonably withheld.
- 10.3 RHB Bank Berhad is not liable to the Merchant for any loss or damage suffered by the Merchant as a result of:
- a) A missing or erroneous payment; and
 - b) The delay or disruption caused by any system failure beyond RHB Bank Berhad reasonable control.
- 10.4 For the purposes of this clause, loss or damage includes any consequential or economic loss or damage.

11 Dispute Resolution

- 11.1 Merchant shall, in good faith, attempt to settle all disputes or conflicts with RHB Bank Berhad arising in connection with the DuitNow QR Services amicably and by mutual agreement;
- 11.2 However, Merchant shall have the right to lodge a complaint with the DuitNow QR Owner & Operator if there are allegations of RHB Bank Berhad's non compliance to the DuitNow QR rules as reflected in these Terms.
- 11.3 The DuitNow QR Owner & Operator shall review of such complaints and allegations in accordance with Clause 11.4.
- 11.4 Merchant shall have the right to refer their disputes to the DuitNow QR Owner & Operator if there is an allegation of Participant non compliance to the DuitNow QR rules. The DuitNow QR Owner & Operator will review such complaints and allegations, but such review will be confined to :
- 11.4.1 determination whether there has been non-compliance;
 - 11.4.2 stipulating remedies for Participant to correct or address the non-compliance; and
 - 11.4.3 determination if penalties are applicable for the non-compliance.
- 11.5 All decisions rendered by the DuitNow QR Owner & Operator in response to complaints from the Merchant shall be prima facie binding on RHB Bank Berhad.

12 Suspension & Termination

Suspension

- 12.1 The DuitNow QR Owner & Operator or RHB Bank Berhad, as the case may be, reserve the right to suspend the Merchant's access to the DuitNow QR Service under the following circumstances, which includes, but not limited to:
- a) The Merchant breached these Terms, applicable rules, guidelines, regulations, circular or laws related to DuitNow QR that was communicated to the Merchant by RHB Bank

Berhad;

- b) The Merchant has inadequate operational control or insufficient risk management processes, resulting in potential threats to the stability, integrity, safety and efficiency of the DuitNow QR and/or RPP;
- c) The Merchant is suspected on reasonable grounds that it has committed or will commit fraudulent act in connection with DuitNow QR;
- d) The DuitNow QR Owner & Operator has determined that the Merchant is inactive in DuitNow QR service, after a period of 12 consecutive months in which the Merchant does not receive any Payment Instructions.

12.2 Upon suspension of the Merchant from DuitNow QR service;

- a) The services provided to the Merchant under the DuitNow QR will be suspended immediately;
- b) The Merchant will no longer have access to RHB Reflex DuitNow QR module;
- c) The Merchant will stop printing and displaying QR images to payers;
- d) The Merchant is responsible for finding alternative method receive / collect payments during the suspension period;
- e) The Merchant must take all reasonable steps to assist RHB Bank Berhad to notify each payer affected by the action that the Merchant is no longer a participant of DuitNow QR, in the form directed by RHB Bank Berhad;
- f) The Merchant must cease all promotional and advertising that is related or can be perceived to be related to DuitNow QR;
- g) The Merchant must remove all DuitNow QR brand from the Merchant's marketing collaterals, channels, materials and website; and
- h) The Merchant must take all reasonable steps to comply with any directions of RHB Bank Berhad to minimise impact on Payers of the suspension or termination.

Termination

12.3 The DuitNow QR Owner & Operator or RHB Bank Berhad, as the case may be, reserve the right to terminate the services period under this terms or DuitNow QR under the following circumstances, which includes, but not limited to:

- a) This terms between the Merchant and RHB Bank Berhad is terminated or expired;
- b) The Merchant breached this Terms, applicable rules, guidelines, regulations, circulars or

laws related to DuitNow that was communicated to the Merchant by RHB Bank Berhad;

- c) The Merchant fails to remedy or take adequate steps to remedy its default under these Terms to the satisfaction of RHB Bank Berhad or the DuitNow QR Owner & Operator, as the case maybe, within the timeframe specified by RHB Bank Berhad;
 - d) The Merchant has inadequate operational controls or insufficient risk management processes resulting in potential threats to the stability, integrity, safety and efficiency of DuitNow QR and/or RPP ;
 - e) Court order(s) affecting the Merchant or RHB Bank Berhad membership and /or legal status;
 - f) Directive(s) issued by regulatory or government authority affecting the Merchant or RHB Bank Berhad membership and/or legal status;
 - g) The Merchant insolvency;
 - h) RHB Bank Berhad membership in this DuitNow QR, RPP or RENTAS is terminated or suspended and the Merchant has not appointed a replacement RHB Bank Berhad;
 - i) The DuitNow QR Owner & Operator has determined the Merchant is inactive or the Merchant is deemed inactive there are no DuitNow QR transactions for a period of 12 consecutive months.
 - j) Such other detrimental circumstances or reasons that PayNet considers necessary to suspend or terminate such Merchant's access to DuitNow QR.
- 12.4 Upon termination of these Terms, the participation of the Merchant in DuitNow QR is automatically terminated and the Merchant will no longer have access to RHB Reflex mobile application to generate DuitNow QR and the services provided under this service.

13 Crediting to Merchant

- 13.1 RHB Bank Berhad are required to credit Merchant's bank account with funds from incoming Payment Instructions and make the incoming funds available for the Merchant' unencumbered use immediately except for situations where the Merchant has specifically agreed for delayed or batched posting.
- 13.2 RHB Bank Berhad must make payment in full to the Merchant and shall not deduct any fees from the payment proceeds due to a Merchant, except for situations where the Merchant has specifically agreed in writing that fees can be deducted from Payment Instructions.

14 Voluntary Exit from DuitNow QR

- 14.1 Merchant has the option to terminate their access to the DuitNow QR by giving prior

written notification to RHB Bank Berhad.

15. Provision of Reconciliation Information

15.1 RHB Bank Berhad shall make available to the Merchant the following minimum information, for the purpose of facilitating the Merchant's reconciliation processes and accounting for payment of receipts and fees :

- 15.1.1 Reference No. or Business Message Identifier;
- 15.1.2 Payer's name;
- 15.1.3 Recipient's Reference;
- 15.1.4 Other Payment Details, where applicable;
- 15.1.5 Transaction amount;
- 15.1.6 Transaction date and time
- 15.1.7 Debiting Participant's name
- 15.1.8 Account type;
- 15.1.9 Gross total transaction value;
- 15.1.10 Total transaction volume; and
- 15.1.11 Total fees commissions charged

15.2 RHB Bank Berhad shall deliver to the Merchant, the information described in Clause 15.1, at the minimum in the following manner :

- 15.2.1 Mobile application;
- 15.2.2 Internet Banking;
- 15.2.3 Data files or electronic files;
- 15.2.4. Statements and/or e-statements; or
- 15.2.5 Reports, either electronic or in hardcopies

16. Liability for Unrecoverable Loss

16.1 For erroneous payment, mistaken, unauthorised and/or fraudulent payment that cannot be partially recovered or fully recovered, the amount that cannot be recovered will be deemed as Unrecoverable Loss and the party causing the Unrecoverable Loss will be liable to bear that

loss.

- 16.2 If after completing its investigations, RHB Bank Berhad has reasonable grounds to believe that the Merchant caused could have reasonably prevented the Unrecoverable Loss, RHB Bank Berhad shall notify the Merchant and shall have the right to freeze funds in the Merchant's account until there is satisfactory resolution of Unrecoverable Loss. The amount frozen shall be no more than the amount of the Unrecoverable Loss.
- 16.3 The Merchant agrees to take all measures to recover the Unrecoverable Loss if the Unrecoverable Loss is due to its fault or negligence. Notwithstanding the aforesaid, RHB Bank Berhad shall not be prevented from taking legal action against the Merchant to make good the Unrecoverable Loss to the extent permitted by law.
- 16.4 RHB Bank Berhad shall fully refund DuitNow QR fees incurred for erroneous, mistaken, unauthorised and/or fraudulent payment, if the error was not due to the Merchant except in situations where the Merchant decides to partially refund an overpayment. If the merchant opts to partially refund overpayments to the Customer, the Merchant shall bear the transaction Fees for executing the refund.

17 Representation and Warranty

- 17.1 The Merchant agrees to comply with the Personal Data Protection Act 2010 of which it is bound and shall not do any act that will cause RHB Bank Berhad, Debiting Participant and the DuitNow QR Owner & Operator to breach any personal data protection laws.
- 17.2 The Merchant acknowledges and agrees that the obligation of confidentiality extends but not limited to those specified in Clause 18, the disclosure of fees and charges contained in these Terms; and any technology or know-how related to the service or the performance of these Terms.

18 Disclaimer

- 18.1 The DuitNow QR Owner & Operator and RHB Bank Berhad 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 the Merchant arising out of or caused by RHB Bank Berhad in connection with the operations and services provided by RHB Bank Berhad, including but not limited in these DuitNow QR. The Merchant agrees that it will communicate and resolve any dispute in relation to the aforesaid matters with RHB Bank Berhad.

19 Confidentiality

- 19.1 The Merchant shall treat any information it receives or possess as a result of this terms, as confidential and will not use such information other than for the purposes which it was given.
- 19.2 **Clause 19.1** shall not apply to information which:
- 19.2.1 is or has at the time of use or disclosure become public knowledge without any breach

of this terms by the parties;

- 19.2.2 is or has the time of use or disclosure become generally known to companies engaged in the same or similar business(es) as the party on a non-confidential basis through no wrongful act of the party;
- 19.2.3 is lawfully obtained by a party from third parties without any obligation by the party to maintain the information proprietary or confidential;
- 19.2.4 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 these Terms;
- 19.2.5 is independently developed by a party without reference to or use of the other party's Confidential Information;
- 19.2.6 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 to by law to make such disclosure. The Party shall give notification as soon as practical prior to such disclosure being made.

20 Variation & Waiver

- 20.1 RHB Bank Berhad may change the terms any time in writing and such change shall take effect from the date specified in the notice.
- 20.2 Any provisions herein cannot be waived except I writing signed by the party granting the waiver.

21 Severability

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

22 Force Majeure

- 22.1 RHB Bank Berhad shall not be liable to the Merchant for any loss or damage (including direct or consequential), for failure to observe or perform its obligations under this terms for reasons which could not be reasonable diligence be controlled or prevented by RHB Bank Berhad, including but not limited to, strikes, acts of God, acts of nature, fire, flood, storm, riots, power shortages or power failure, power disruption by war, sabotage or inability to obtain sufficient labour, fuel or utilities.

23 Help and Support

- 23.1 The user may request for help and support on navigating the DuitNow QR functionalities on RHB Reflex mobile app by submitting such request via the following RHB Customer Care Centre contact details:

RHB Customer Care Centre

Email Address : customer.service@rhbgroup.com

Telephone Number : 03-9206 8118