

GCMS Plus Local Rules for MUFG Bank (Malaysia) Berhad.

1. Application of Malaysia Local Rules

- 1.1 Notwithstanding any provisions to the contrary in the GCMS Plus Basic Agreement (the “Basic Agreement”), and the GCMS Plus Terms and Conditions (the “Terms and Conditions”) as may be amended and/or supplemented from time to time, the following provisions shall apply and shall have precedence over the provisions in the Basic Agreement and the Terms and Conditions.
- 1.2 The requirements under this Local Rules for MUFG Bank (Malaysia) Berhad shall apply to the Customer (as defined in the Basic Agreement) using each service defined in following provisions and the Affiliated Company (as defined in the Basic Agreement) that serves as an owner of the Account (as defined in the Basic Agreement) subject to the said services.
- 1.3 When using the services specified in this Local Rules for MUFG Bank (Malaysia) Berhad, the Customer shall comply with all laws and regulations relating to tax affairs, anti-money laundering and the financing of terrorism binding on or relevant to the Customer or the Affiliated Company or the Servicing or Contracting branch of the Bank providing the services contemplated herein, whether in Malaysia or elsewhere, including, but not limited to the Malaysian Anti-Corruption Commission Act 2009, the Malaysian Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, the Foreign Exchange and Foreign Trade Act of Japan and regulations of the Office of Foreign Assets Control in U.S.
- 1.4 The provisions of Malaysia Local Rules are governed by the law of Malaysia and the Malaysian Courts have jurisdiction to settle any dispute arising out of the Malaysia Local Rules.
- 1.5 Notwithstanding Clause 1.1, the Customer and its Affiliated Company consent and authorise the Bank to collect, process, disclose, transfer, maintain, store, and retain Personal Data¹ at and to other entities within the MUFG Group (as defined below), including its branches in Malaysia and other countries as well as local and overseas affiliates and other external parties, including but not limited to the parties/bodies listed below:
 - a. Government or regulatory authorities in Malaysia and elsewhere, including Bank Negara Malaysia, Credit Bureau, Central Credit Reference Information System (CCRIS), Cagamas Berhad, Credit Guarantee Corporation Malaysia Berhad.
 - b. Companies which are related to the Bank by virtue of Section 7 of the Companies Act 2016, or any associated company of the Bank or of its parent company (the Bank together with its holding company, its holding company’s subsidiaries, affiliates, and other related / associated companies are collectively referred to as “MUFG Group”).
 - c. Party(ies) providing services (including outsourcing vendors, nominee, custodians, centralised securities depository or registrar, debt collection agents) to the Bank.
 - d. The Bank’s agents, consultants and professional advisers.
 - e. The Bank’s or any of the MUFG Group’s assignees.
 - f. The police or any investigating officer conducting any investigation.
 - g. Any person to whom disclosure is permitted or required by law, regulation, governmental directive, or request.
- 1.6 Pursuant to Clause 1.5, the Bank may, subject to compliance with the applicable regulatory rules or guidelines, use or apply any information relating to Personal Data obtained by the Bank by whatever means or methods for such purposes as determined by the Bank. The Customer also agrees that the Bank’s employees, independent contractors, representatives and/or agents

¹ **"Personal Data"** means any information on commercial transactions that relates directly or indirectly to a customer and its affiliated company or recipient, who is identified or identifiable from that information including, but not limited to, the customer's name, address, identification card number, passport number, banking information, email address and contact details.

may contact the Customer from time to time through personal visits or oral communication effected by any means of communication including but not limited to telephone calls regarding any products or services promotions unless objected to in writing by the Customer.

- 1.7 The Customer hereby declares that all Personal Data given to the Bank herein is true, up-to-date and accurate, and should there be any change to any Personal Data given to the Bank, the Customer shall notify the Bank immediately.
- 1.8 The Customer and the Affiliated Company are entitled to withdraw their consent for the disclosure of the Personal Data by providing a withdrawal of consent notice to the Bank unless such disclosure of the Personal Data by the Bank is required to comply with any legal or contractual requirements. The Bank shall cease disclosure of the Personal Data within seven (7) days from the day the Bank receives the withdrawal of consent notice.

2. Vendor Payment Services

2.1 Definitions

Terms defined in the Basic Agreement shall have the same respective meaning when used herein.

2.2 Vendor Payment Services

- 2.2.1 If the File Transfer is registered by the Application by the Customer, the Bank shall provide to the Customer, through the file transfer function, the services of cheque issuance/distribution to the supplier/vendor of the Customer (the “Vendor Payment Services”).
- 2.2.2 The Customer shall transfer to the Bank commission data for Vendor Payment Services (the “Vendor Payment Services Data”) in the form set forth by the Bank.
- 2.2.3 The content of information in Vendor Payment Services Data should include Customer’s Supplier/Vendor Name, Supplier/Vendor Code, Supplier/Vendor Address, Payment Amount, Invoice Number and the Delivery Mode of sending cheque(s).
- 2.2.4 The following provisions shall apply to the Vendor Payment Services:
 1. The Bank is hereby authorized to debit the account specified by the Customer in the Vendor Payment Services Data (for purposes of Clause 2 “Vendor Payment Services” hereinafter referred to as the “Settlement Account” with the amount (including handling fees, stamp duty and postage charges) required for the Vendor Payment Services without procurement of any check or any withdrawal slip with its bank book.
 2. The Vendor Payment Services may be effected through the head office and branches of the Bank. The Customer shall leave to the Bank ways and means of executing the vendor payment (concerning the routes and the ways of vendor payment, and transmission of instructions with the Financial Institutions Concerned and other matters) at its own discretion. In executing or paying a vendor payment, the Bank and Financial Institutions Concerned may rely on the identifying account number or other numerical information included in the Customer's instruction. The Customer is responsible for any inconsistency between an identifying number and the party named, and will be liable to the Bank for any loss and damages the Bank incurs as a result thereof and shall indemnify and keep the Bank indemnified for any loss and damages.
 3. The Customer acknowledges that the total transfer amount displayed by the file transfer function is for reference purposes only. The Bank shall effect the Vendor Payment Services

on the basis of the data contained in the file transmitted by the file transfer function. The Bank shall be under no obligation or concern to verify the data contained in the said file.

4. The Bank is hereby authorized to issue and distribute the cheque(s) with invoices detail on behalf of the Customer.
 5. The Customer shall specify the cheque(s) delivery method in the Vendor Payment Services Data for each cheque. Bank's charges and fees for each method of cheque(s) delivery will be announced by the Bank, subject to adjustment from time to time at the Bank's sole discretion.
 6. Matters not provided for in the Terms and Conditions and the Basic Agreement shall be subject to the terms of the Bank's regulations and other rules which the Bank generally applies to similar transactions.
 7. The Customer and the Affiliated Company consent that the Vendor Payment Services Data shall be accompanied by information necessary to identify the originator including their name and addresses and the account number of the Settlement Account, upon the request of the competent authorities or other public bodies or pursuant to the treaties, laws, regulations, customs, practices relevant thereto.
 8. The Customer and the Affiliated Company are entitled to withdraw their consent for the disclosure of the Vendor Payment Services Data by providing a withdrawal of consent notice to the Bank unless such disclosure of the Vendor Payment Services Data by the Bank is required to comply with any legal or contractual requirements. The Bank shall cease disclosure of the Vendor Payment Services Data within seven (7) days from the day the Bank receives the withdrawal of consent notice.
- 2.2.5 The Bank shall exert its best efforts to execute the Vendor Payment Services without delay, if the Customer's instruction is received by the Bank before the cutoff time set forth by the Bank.
- 2.2.6 The Customer consents that the Vendor Payment Services may not be effected, whether or not notice is given by the Bank, in any of the following cases:
1. where the funds available in the Settlement Account are not sufficient for the Vendor Payment Services; or
 2. where there is security interest created over, or attachment made against, the funds in the Settlement Account and the disposition thereof is restricted or prohibited; or
 3. where the instruction of the Vendor Payment Services does not satisfy the conditions determined by the Bank; or
 4. where ambiguity, contradiction, omission or other fault in the instruction of the Vendor Payment Services exists (including cases where the number of items of the Vendor Payment Services Data and the total amount of money to be transferred which the Customer inputs differ from the number of items the Vendor Payment Services Data and the total amount which are displayed on GCMS Plus); or
 5. where the Bank observes the possibility that the instruction of the Vendor Payment Services may not be authorized by the Customer; or
 6. where the Bank observes that the possibility of fraud or its threat exists; or
 7. where the possibility that effect of the Vendor Payment Services is in conflict with

applicable laws and regulations exists; or

8. where any reason or event which renders the Vendor Payment Services difficult or impossible occurs.
- 2.2.7 The Customer shall have no right to cancel or amend any instruction of the Vendor Payment Services, if such instruction has been received and accepted by the Bank. If the Customer requests for cancellation and refund (if any) of the Vendor Payment Services after the instruction of the Vendor Payment Services has been sent to the Bank and effected, an application for cancellation and refund (if any) of the Vendor Payment Services shall be made with the Bank in the method determined by the Bank. The Customer consents due to the involvement of Financial Institutions Concerned or other reasons, that cancellation and refund (if any) of the Vendor Payment Services may not be effected and that fees and other costs may be charged or deducted from the funds transferred by Financial Institutions Concerned. The Customer shall leave to the Bank the ways and means of cancellation and refund (if any) of the Vendor Payment Services at its own discretion.
- 2.2.8 The Customer shall bear the costs and expenses which may be incurred in relation to cancellation and refund (if any) of the Vendor Payment Services (including those which may be incurred where cancellation and refund (if any) are not effected). The Customer shall indemnify the Bank from all costs, expenses and damages which may be incurred in relation to cancellation and refund (if any) of the Vendor Payment Services (including those which may be incurred where such cancellation and refund (if any) are not effected) except in the case of gross negligence or wilful misconduct of the Bank. The Bank is hereby authorized to debit from the Settlement Account of the Customer the amount to compensate for such costs, expenses and damages without procurement of any check or any withdrawal slip with its bank book.
- 2.2.9 The provisions relating to the GCMS Plus Supplemental Tool shall apply with respect to the off-line tool which the Customer may use on loan from the Bank for the purpose of the Vendor Payment Services.

3. Interbank GIRO Services

3.1 Definitions

Terms defined in the Basic Agreement have the same respective meaning when used herein.

3.2 Interbank GIRO Services.

- 3.2.1 If the File Transfer/ Payments and Transfers is registered by the Application by the Customer, the Bank shall provide to the Customer, through the file transfer/Payments and Transfers function, the services of inter-bank fund transfer service to facilitate payment and collection process through the Payments Network Malaysia Sdn Bhd (“PayNet”) and participating Financial Institutions Concerned (the “Interbank GIRO Services”).
- 3.2.2 The Customer shall transfer to the Bank commission data for Interbank GIRO Services (the “Interbank GIRO Services Data”) in the form set forth by the Bank.
- 3.2.3 The Customer shall provide sufficient information in the Interbank GIRO Services Data and such other information as the Bank may request from time to time. The content of information in Interbank GIRO Services Data should include Beneficiary Bank, Beneficiary Account Number, Beneficiary Name, Value Date, Segment Code and Payment Amount. In addition, for segment code (payment type) EPF (Employees Provident Fund) Transaction and or e-Dividend Payment, the content of information in Interbank GIRO Services Data should include EPF Member ID, Identification Number (New IC No/Old IC No, Business No, Police/Army

ID/Passport). Furthermore, for more efficient and effective processing, Customer shall provide additional Interbank GIRO Services Data as required in accordance with the payee directives from time to time.

3.2.4 The following provisions shall apply to the Interbank GIRO Services:

1. The Bank is hereby authorized to debit the account specified by the Customer in the Interbank GIRO Services Data (for purposes of Clause 3 “Interbank GIRO Services” hereinafter referred to as the “Settlement Account”) with the amount (including handling fees) required for the Interbank GIRO Services without procurement of any check or any withdrawal slip with its bank book.
2. The Interbank GIRO Services may be effected through the head office and branches of the Bank. The Customer shall leave to the Bank ways and means of effecting the Interbank GIRO Services (concerning the routes and the ways of the Interbank GIRO Services, and transmission of instructions with the Financial Institutions Concerned and other matters) at its own discretion. In effecting or paying a Interbank GIRO Services, the Bank and Financial Institutions Concerned may rely on the identifying account number or other numerical information included in the Customer's instruction. The Customer is responsible for any inconsistency between an identifying number and the party named, and will be liable to the Bank for any loss and damages the Bank incurs as a result thereof and shall indemnify and keep the Bank indemnified for any loss and damages.
3. The Customer acknowledges that the total transfer amount displayed by the file transfer/ Payments and Transfers function is for reference purposes only. The Bank shall effect the Interbank GIRO Services on the basis of the data contained in the file transmitted by the file transfer / Payments and Transfers function. The Bank shall be under no obligation or concern to verify the data contained in the said file.
4. Matters not provided for in the Basic Agreement and the Terms and Conditions shall be subject to the terms of the Bank’s regulations and other rules which the Bank generally applies to similar transactions.
5. The Customer and the Affiliated Company consent that the Interbank GIRO Services Data shall be accompanied by information necessary to identify the originator including their name and addresses and the account number of the Settlement Account, upon the request of the competent authorities or other public bodies or pursuant to the treaties, laws, regulations, customs, practices relevant thereto.
6. The Customer and the Affiliated Company are entitled to withdraw their consent for the disclosure of the Interbank GIRO Services Data by providing a withdrawal of consent notice to the Bank unless such disclosure of the Interbank GIRO Services Data by the Bank is required to comply with any legal or contractual requirements. The Bank shall cease disclosure of the Interbank GIRO Services Data within seven (7) days from the day the Bank receives the withdrawal of consent notice.

3.2.5 The Bank shall exert its best efforts to execute the Interbank GIRO Services without delay, if the Customer’s instruction is received by the Bank before the cutoff time set forth by the Bank.

3.2.6 The Bank shall effect the Interbank GIRO Services on the next banking day should the instructions of the Interbank GIRO Services be received after the cutoff time set forth by the Bank.

3.2.7 The Customer consents that the Interbank GIRO Services may not be effected, whether or not notice is given by the Bank, in any of the following cases:

1. where the funds available in the Settlement Account are not sufficient for the Interbank GIRO Services; or
2. where there is security interest created over, or attachment made against, the funds in the Settlement Account and the disposition thereof is restricted or prohibited; or
3. where the instruction of the Interbank GIRO Services does not satisfy the conditions determined by the Bank; or
4. where ambiguity, contradiction, omission or other fault in the instruction of the Interbank GIRO Services exists (including cases where the number of items of the Interbank GIRO Services Data and the total amount of money to be transferred which the Customer inputs differ from the number of items of the Interbank GIRO Services Data and the total amount which are displayed on GCMS Plus); or
5. where the Bank observes the possibility that the instruction of the Interbank GIRO Services may not be authorized by the Customer; or
6. where the Bank observes that the possibility of fraud or its threat exists; or
7. where the possibility that effect of the Interbank GIRO Services is in conflict with applicable laws and regulations exists; or
8. where any reason or event which renders the Interbank GIRO Services difficult or impossible occurs.

The Bank shall not be responsible for any losses, damages or charges, including the late payment charges or additional finance charges that a payee may impose as a result of not receiving payment or receiving late payment.

- 3.2.8 The Customer shall have no right to amend any instruction of the Interbank GIRO Services if such instruction has been received and accepted by the Bank.
- 3.2.9 The Customer may request the Bank to cancel the instruction of the Interbank GIRO Services submitted to the Bank earlier provided the instruction has not been effected by the Bank and the request to cancel reaches the Bank before the cutoff time set forth and by the means designated by the Bank. The Customer consents due to the involvement of Financial Institutions Concerned or other reasons, that cancellation of the Interbank GIRO Services may not be effected and that fees and other costs may be charged or deducted from the funds transferred by Financial Institutions Concerned. The Customer shall leave to the Bank the ways and means of cancellation of the Interbank GIRO Services at its own discretion.
- 3.2.10 The Customer shall bear the costs and expenses which may be incurred in relation to cancellation of the Interbank GIRO Services (including those which may be incurred where cancellation is not effected). The Customer shall indemnify the Bank from all costs, expenses and damages which may be incurred in relation to cancellation of the Interbank GIRO Services (including those which may be incurred where such cancellation is not effected) except in the case of gross negligence or wilful misconduct of the Bank. The Bank is hereby authorized to debit from the Settlement Account of the Customer the amount to compensate for such costs, expenses and damages without procurement of any check or any withdrawal slip with its bank book.
- 3.2.11 In case where the Interbank GIRO Services Data submitted by the Customer is not readable, the Customer shall submit a cancellation request form followed by a new Interbank GIRO

Services Data after getting the confirmation from the Bank that the previous data has been deleted.

- 3.2.12 For the Interbank GIRO Services Data transmitted to PayNet and subsequently returned due to any reason whatsoever, the Bank shall make its best efforts without delay to refund the money into the Customer's account within a reasonable period of time upon receipt of the fund from the beneficiary bank.
- 3.2.13 The provisions relating to the GCMS Plus Supplemental Tool shall apply with respect to the off-line tool which the Customer may use on loan from the Bank for the purpose of the Interbank GIRO Services.
- 3.2.14 All transactions relating to the Interbank GIRO Services shall be subject to the regulations of PayNet.

4. DuitNow Transfer service

4.1 Definitions

Terms defined in the Basic Agreement have the same respective meanings when used herein.

In this Clause 4, the following terms have the following respective meanings:

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

"DuitNow Transfer" 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 an identifier of an account holder such as a mobile number, NRIC, passport number, army number or police number (in the case of an individual) or business registration number (in the case of a corporate customer) or any other identifiers as may be introduced by the DuitNow Operator from time to time;

"DuitNow Operator" means Payments Network Malaysia Sdn. Bhd. (Company No.: 836743-D);

"National Addressing Database (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 on commercial transactions that relates directly or indirectly to a customer or recipient, who is identified or identifiable from that information including, but not limited to, the customer's name, address, identification card number, passport number, banking information, email address and contact details.

4.2 Introduction

- 4.2.1 Clause 4 apply to and regulates the Customer's use of the DuitNow Transfer service offered by the Bank. The DuitNow Transfer service allows the Customer to transfer an amount specified by the Customer from the Customer's designated bank or e-money account maintained with the Bank, to a bank or e-money account maintained by the Customer's recipient at DuitNow Transfer participant via Pay-to-Account-Number and Pay-to- Proxy (Pay via DuitNow ID), or such other means as prescribed by the Bank or the DuitNow Operator from time to time.

- 4.2.2 The DuitNow Transfer service offered by the Bank is part of the Service offered pursuant to the Basic Agreement, and accordingly Clause 4 is in addition to and shall be read in conjunction with the Basic Agreement and the Terms and Conditions.
- 4.2.3 If the file transfer is registered by the Application by the Customer, the Bank shall provide to the Customer, through the file transfer function, the services of DuitNow Transfer services to facilitate payment (provided that the scope of such services is limited to Future Value Date and Bulk Transfer, Recurring,) and collection process through PayNet and participating Financial Institutions Concerned (“DuitNow Transfer Services”)
- 4.2.4 The Customer shall transfer to the Bank commission data for DuitNow Transfer Services (the “DuitNow Transfer Data”) in the form set forth by the Bank.
- 4.2.5 The Customer shall provide in the DuitNow Transfer Data information sufficient for the Bank to provide its DuitNow Transfer Services and such other information as the Bank may request from time to time.

4.3 DuitNow Transfer Services

- 4.3.1 If the Customer wishes to send funds via DuitNow Transfer, the Customer must first initiate a payment by entering the recipient's DuitNow ID in GCMS Plus.
- 4.3.2 The Bank will perform a “Name Enquiry” to verify the recipient's registration of its DuitNow ID in NAD and if the recipient is registered, the Bank will display the name of such registered DuitNow Transfer recipient.
- 4.3.3 The Customer is responsible for the correct entry of the recipient's DuitNow ID and ensuring that the recipient's name displayed is indeed the name of the intended recipient of the funds prior to confirming the DuitNow Transfer transaction.
- 4.3.4 The Bank will notify the Customer on the status of each successful, failed or rejected DuitNow Transfer transaction via any of the Bank’s available communication channels chosen by the Customer.
- 4.3.5 The Customer acknowledges and agrees that the Bank 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 the Bank shall not be liable for transferring the funds to such registered recipient even if such person is not the intended recipient.
- 4.3.6 Pursuant to Clause 4.3.5 above, the Customer agrees that once a DuitNow Transfer transaction has been confirmed, it will be deemed irrevocable and the Customer will not be able to cancel, stop or make any changes to that DuitNow Transfer transaction.

4.4 Multiple Name Enquiry Requests

- 4.4.1 The Customer is advised not to submit multiple “Name Enquiry Requests” without a confirmed DuitNow Transfer transaction. Results of the “Name Enquiry Requests” will not be displayed until next calendar day in the event that multiple “Name Enquiry Requests” are not followed by a confirmed DuitNow Transfer transaction.
- 4.4.2 Without prejudice to any of the Bank’s rights and remedies, the Bank reserves the right to terminate or suspend the Customer’s access to and use of the DuitNow Transfer service where the Bank considers in the Bank’s sole discretion that inappropriate, fraudulent or suspicious use is being made of the DuitNow Transfer services, such as where multiple Name Enquiry

Requests are submitted without a confirmed DuitNow Transfer transaction. The Customer is advised to contact the Bank should the Customer encounters any issues relating to the foregoing.

4.5 Recovery of Funds

The Customer has rights in relation to the investigation and recovery of erroneous payments and unauthorised (including fraudulent) DuitNow Transfer transactions made from the Customer's account.

4.6 Erroneous DuitNow Transaction

4.6.1 If the Customer has made an erroneous DuitNow Transfer transaction, the Customer may request for recovery of the funds within ten (10) Business Days from the date the erroneous DuitNow Transfer transaction was made and the Bank will work with the affected recipient's bank / e-money issuer to return the said funds to the Customer within seven (7) Business Days provided the following conditions are met:

1. The funds were actually erroneously credited into the affected recipient's account;
2. If funds have been erroneously credited, whether the balances in the affected recipient's account is sufficient to cover the funds' recovery amount;
 - a. If the balances are sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and
 - b. 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 the Customer.

4.6.2 The Customer may make a request for recovery of funds between eleven (11) Business Days and seven (7) months from the date the erroneous DuitNow Transfer transaction provided the following conditions are met:

1. The affected receiving participant is fully convinced that funds were erroneously credited to the affected recipient;
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 days, 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 the Customer.

4.6.3 The Customer may make requests to recover funds after seven (7) months from the date of the erroneous DuitNow Transfer transaction provided the following conditions are met:

1. The affected recipient's bank/ e-money issuer is fully convinced that funds were erroneously credited to the affected recipient;
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
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 the Customer within one (1) Business Day.

4.7 Unauthorised or Fraudulent DuitNow Transaction

4.7.1 For DuitNow Transfer transactions not authorized by the Customer or which are fraudulent, the Bank will, upon receiving a report from the Customer alleging that an unauthorised or fraudulent DuitNow Transfer transaction was made, remit the funds back to the Customer provided the following conditions are met:

1. The Bank shall conduct an investigation and determine within fourteen (14) Calendar Days if the unauthorised or fraudulent payment did occur;
2. If the Bank is convinced that the unauthorised or fraudulent payment instruction did indeed occur and was not caused by the Customer, the Bank shall initiate a reversal process whereby all debit posted to the Customer's account arising from the unauthorised or fraudulent payment instruction would be reversed.

4.8 Liability and Indemnity

4.8.1 The Customer acknowledges and agrees that, unless expressly prohibited by mandatory laws, the Bank and the DuitNow Operator shall not be liable to the Customer 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 Transfer services offered by the Bank arising from:

1. The Customer's negligence, misconduct or breach of any provision in Clause 4;
2. Any erroneous transfer of funds by the Customer, including any transfer of funds to the wrong DuitNow ID, wrong recipient or wrong third party;
3. Any failure, delay, error or non-transmission of funds due to system maintenance, breakdown or non-availability of any network, software or hardware of the Bank and the DuitNow Operator; or
4. The suspension, termination or discontinuance of the DuitNow Transfer services.

4.8.2 The Customer shall indemnify, defend and hold the Bank, the Bank's affiliates, and the DuitNow Operator harmless from and against any claims, proceedings, actions, losses, damages, costs (including all legal costs on an indemnity basis), liabilities or expenses, whether foreseeable or not, resulting from or arising in connection with any fault, act or omission by the Customer (including but not limited to the Customer's negligence, misconduct or breach of any provision in Clause 4).

4.9 General

4.9.1 The Bank reserves the right to revise at any time, such charges for the use of the DuitNow Transfer services, upon notice to the Customer. Such revisions shall take effect from the date stated in the notice. Where the Customer continues to access or use the DuitNow Transfer services after such notification, the Customer shall be deemed to have agreed to and accepted such revisions to such charges.

4.9.2 The Customer acknowledges that the Bank may terminate the Customer's use of the DuitNow Transfer services with the Bank for any reason, at any time and without prior notice.

4.9.3 The Customer acknowledges that the Bank has the right to change, restrict, vary, suspend or modify Clause 4 by providing the Customer with thirty (30) days' notice in such manner as the Bank deems fit.

4.9.4 The Customer consents to the collection, use and disclosure of the Customer's Personal Data

by the Bank, the Bank's affiliates, the Bank's service providers and the DuitNow Operator as required for the purposes of the DuitNow Transfer services.

- 4.9.5 The Customer is entitled to withdraw their consent for the disclosure of the Personal Data by providing a withdrawal of consent notice to the Bank unless such disclosure of the Personal Data by the Bank is required to comply with any legal or contractual requirements. The Bank shall cease disclosure of the Personal Data within seven (7) days from the day the Bank receives the withdrawal of consent notice.

5. JomPAY Services

5.1 Definitions

Terms defined in the Basic Agreement and in Appendix 1 have the same respective meaning when used herein.

5.2 JomPAY

- 5.2.1 MUFG Bank (Malaysia) Berhad is a Participant in the JomPAY scheme and will inform the Customer if the Bank is no longer a Participant of the JomPAY scheme.

- 5.2.2 If the File Transfer is registered by the Application by the Customer, the Bank shall provide to the Customer, through the file transfer function, the JomPAY Services to facilitate payment and collection process through PayNet and participating Financial Institutions Concerned (the "JomPAY Services").

- 5.2.3 The Customer shall transfer to the Bank commission data for JomPAY Services (the "JomPAY Services Data") in the form set forth by the Bank.

- 5.2.4 The following provisions shall apply to the JomPAY Services:

1. The Bank is hereby authorized to debit the account specified by the Customer in the JomPAY Services Data (for purposes of Clause 5 "JomPAY Services" hereinafter referred to as the "Settlement Account") with the amount (including handling fees) required (if any) for the JomPAY Services without procurement of any check or any withdrawal slip with its bank book.
2. The JomPAY Services may be effected through the head office and branches of the Bank. The Customer shall leave to the Bank ways and means of effecting the JomPAY Services (concerning the routes and the ways of the JomPAY Services, and transmission of instructions with the Financial Institutions Concerned and other matters) at its own discretion. In effecting or paying a JomPAY Services, the Bank and Financial Institutions Concerned may rely on the identifying account number or other numerical information included in the Customer's instruction. The Customer is responsible for any inconsistency between an identifying number and the party named, and will be liable to the Bank for any loss and damages the Bank incurs as a result thereof and shall indemnify and keep the Bank indemnified for any loss and damages.
3. The Customer acknowledges that the total transfer amount displayed by the file transfer function is for reference purposes only. The Bank shall effect the JomPAY Services on the basis of the data contained in the file transmitted by the file transfer function. The Bank shall be under no obligation or concern to verify the data contained in the said file.
4. Matters not provided for in the Basic Agreement and the Terms and Conditions shall be subject to the terms of the Bank's regulations and other rules which the Bank generally

applies to similar transactions.

5. The Customer and the Affiliated Company consent that the JomPAY Services Data shall be accompanied by information necessary to identify the originator including their name and addresses and the account number of the Settlement Account, upon the request of the competent authorities or other public bodies or pursuant to the treaties, laws, regulations, customs, practices relevant thereto.
- 5.2.5 For the JomPAY Services Data transmitted to PayNet and subsequently returned due to any reason whatsoever, the Bank shall make its best efforts without delay to refund the money into the Customer's account within a reasonable period of time upon receipt of the fund from the beneficiary bank.
- 5.2.6 The provisions relating to the GCMS Plus Supplemental Tool shall apply with respect to the off-line tool which the Customer may use on loan from the Bank for the purpose of the JomPAY Services.
- 5.2.7 The Customer acknowledges that the terms and conditions herein are in addition to the existing Terms and Conditions and the existing Basic Agreement Terms and Conditions are not inconsistent with the terms and conditions herein.
- 5.2.8 In the event of any inconsistency between the existing Basic Agreement Terms and Conditions and the terms and conditions stipulated herein, the terms and conditions herein shall apply to the extent of such inconsistency
- 5.2.9 The Customer acknowledges that the receipt by a Biller of a Mistaken Payment Instruction or Erroneous Payment Instruction does not or will not constitute under any circumstances part of whole satisfaction of any underlying debt owed between the Customer and that Biller.
- 5.2.10 All transactions relating to the JomPAY Services shall be subject to the regulations of PayNet as stipulated in Appendix 1.

5.3 VALID PAYMENT INSTRUCTION

- 5.3.1 The Bank shall exert its best efforts to effect the JomPAY Services without delay, if the Customer's instruction is received by the Bank before the cutoff time set forth by the Bank.
- 5.3.2 Customer shall have no right to amend any instruction of the JomPAY Services if such instruction has been received and accepted by the Bank.
- 5.3.3 In case where the JomPAY Services Data submitted by the Customer is not readable, the Customer shall submit a cancellation request form followed by a new JomPAY Services Data after getting the confirmation from the Bank that the previous data has been deleted.
- 5.3.4 The Customer shall bear the costs and expenses which may be incurred in relation to cancellation of the JomPay Payment Services (including those which may be incurred where cancellation is not effected). The Customer shall indemnify the Bank for the costs, expenses and damages which may be incurred in relation to cancellation of the JomPay Payment Services (including those which may be incurred where cancellation is not effected) except in the case of gross negligence or wilful misconduct of the Bank. The Bank is hereby authorized to debit from the Settlement Account of the Customer the amount to compensate for such costs, expenses and damages without procurement of any check or any withdrawal slip with its bank book.

5.3.5 The Customer consents that the JomPAY Services may not be effected, whether or not notice is given by the Bank, in any of the following cases:

1. where the funds available in the Settlement Account are not sufficient for the JomPAY Services; or
2. where there is security interest created over, or attachment made against, the funds in the Settlement Account and the disposition thereof is restricted or prohibited; or
3. where the instruction of the JomPAY Services does not satisfy the conditions determined by the Bank; or
4. where ambiguity, contradiction, omission or other fault in the instruction of the JomPAY Services exists (including cases where the number of items of the JomPAY Services Data and the total amount of money to be transferred which the Customer inputs differ from the number of items of the JomPAY Services Data and the total amount which are displayed on GCMS Plus); or
5. where the Bank observes the possibility that the instruction of the JomPAY Services may not be authorized by the Customer; or
6. where the Bank observes that the possibility of fraud or its threat exists; or
7. where the possibility that effect of the JomPAY Services is in conflict with applicable laws and regulations exists; or
8. where any reason or event which renders the JomPAY Services difficult or impossible occurs.

The Bank shall not be responsible for any losses, damages or charges, including the late payment charges or additional finance charges that a payee may impose as a result of not receiving payment or receiving late payment.

5.4 INFORMATION REQUIRED

5.4.1 The Customer shall provide sufficient information in the JomPAY Services Data and such other information as the Bank may request from time to time. The content of information in JomPAY Services Data shall include, but is not limited to, the information listed in Clause 5.4.2. Furthermore, for more efficient and effective processing, the Customer shall provide additional JomPAY Services Data as required in accordance with the payee directives from time to time.

5.4.2 The information that the Customer must provide to the Bank to instruct the Bank to make payment(s) is as follows:

- a. Biller Code;
- b. Ref-1;
- c. Ref-2 (if stated in Payer's Bill)
- d. Amount;
- e. Payment account type.

5.4.3 The Customer acknowledges that the Bank is not obliged to effect a payment if the Customer do not give the Bank all information required or if any of the information given is inaccurate.

5.5 AMENDMENTS TO TERMS

5.5.1 The Bank may change the terms and conditions stipulated herein at any time by giving the Customer a written notice in the form set forth by the Bank.

5.5.2 As a result of any change the Bank makes, or for any other reason, the Customer may at the Customer's option choose to no longer use JomPAY Services by giving not less than thirty (30) days prior written notice to the Bank.

5.6 PAYMENT CUT-OFF TIME

5.6.1 If the Customer orders Payment Instructions to a Biller before the Payment Cut-Off Time attached as Attachment 1 of Appendix 1 for the Business Day, the Biller is deemed to have received payment on the same Business Day. If Payer orders Payment Instructions after the Payment Cut-Off Time or on a Saturday, Sunday or a public holiday the Biller is deemed to have received Payment on the next Business Day.

5.6.2 The Payment Cut-Off Time is attached herewith for the Customer's information as set forth by the Bank in Attachment 1 of Appendix 1.

5.7 CONSEQUENTIAL DAMAGES

5.7.1 The Bank is not liable for any consequential, special or incidental loss or damage suffered by the Customer as a result of using the JomPAY Services.

5.8 PERSONAL DATA PROTECTION

5.8.1 The Customer acknowledges that when the Customer uses the JomPay Services to make payment, the Customer agrees that the Bank discloses the Customer's personal data to the Scheme Operator, Billers, Biller Banks and other Payer Banks.

5.8.2 The Customer expressly consent and authorize the Bank to the collection of the Customer's personal data in relation to the JomPAY Services and to be used and processed for the following purposes, and if required for the said purposes, to transfer such data to locations outside Malaysia or to disclose to the Bank's related corporations, licensees, business partners and/or service providers, who may be located within or outside Malaysia:

- a. to process payments received through the system;
- b. to communicate with the Customer and provide information relating to the payment services;
- c. to evaluate and monitor credit worthiness;
- d. to provide related services to the Customer;
- e. to conduct internal procedures;
- f. to respond to the Customer's inquiries;
- g. to meet legal and regulatory requirements; and
- h. such other purposes as set out in this terms and conditions and the existing Basic Agreement Terms and Conditions.

5.8.3 The Customer agrees that the Bank may use the Customer transactional information as is necessary to process payment(s) as stipulated but not limited to clause 5.8.2.

5.8.4 The Customer must notify the Bank if any of the Customer's personal information changes or is inaccurate, and the Customer hereby consents that the updated personal information is disclosed to all Participants in the JomPAY Services, for the purpose of Clause 5.8.1.

5.8.5 The Customer can request access to the personal data held by the Bank with written notice.

5.8.6 The Customer acknowledges that if the Customer's personal data is not disclosed to the parties specified in Clauses 5.8.1 and 5.8.2 it will not be possible to process the Customer's requested payment(s) or use of the JomPAY Services.

5.8.7 The Customer is entitled to withdraw their consent for the disclosure of the Personal Data by providing a withdrawal of consent notice to the Bank unless such disclosure of the Personal Data by the Bank is required to comply with any legal or contractual requirements. The Bank shall cease disclosure of the Personal Data within seven (7) days from the day the Bank receives the withdrawal of consent notice.

6. E-Mail Notification Services for VPS, GIRO, JomPAY and other Payment Services

6.1 Definitions

Terms defined in the Basic Agreement have the same respective meaning when used herein.

6.2 E-Mail Notification Services

6.2.1 For avoidance of doubt, this Email notification Service for JomPAY is included as part of the JomPAY Payment Service subscribed by the Customer however, this Email Notification Service is to be treated as an additional or supplement for VPS, GIRO and other Payment Services.

6.2.2 If the File Transfer is registered by the Application by the Customer, the Bank shall provide to the Customer, together with the Vendor Payment Services (the "E-Mail Notification Services for VPS"), Interbank GIRO Services (the "E-Mail Notification Services for GIRO"), JomPAY Services (the "E-Mail Notification Services for JomPAY") and other services that the Bank may offer from time to time that supplement the services of File Transfer (collectively "E-Mail Notification/E-Mail Notification Services" where necessary). If the Payments and Transfers is registered by the Application by the Customer, the Bank shall provide to the Customer, Interbank GIRO Services (the "E-Mail Notification Services for GIRO")

6.2.3 The Bank's ability to provide the E-Mail Notification Services for VPS is at all times subject to e-mail master list (the "E-Mail Master List") provided by the Customer and provided that the E-Mail Master List is valid and up-to-date e-mailing list. The E-Mail Master List should contain Customer's Supplier Code, Supplier Name and Supplier's e-mail address.

6.2.4 In case where the Customer amends or updates the E-Mail Master List, the Customer shall immediately notify the Bank of such amendment or update of the mailing list by re-sending the updated E-Mail Master List to the Bank.

6.2.5 The Bank's ability to provide the E-Mail Notification Services for GIRO is at all times subject to the information contained in the Interbank GIRO Services Data provided by the Customer through the file transfer/Payments and Transfers function.

6.2.6 The Customer acknowledges that the E-Mail Notification received upon validation by JomPAY validation system is intended as notification of the Payment Services Data status.

6.2.7 The following provisions shall apply to the E-Mail Notification Services:

1. The Bank is hereby authorized to send the Payment Advice, Payment Summary and Uncleared Payment through e-mail to the Customer; and, on behalf of the Customer to send the Payment Notification to the Customer's Supplier/Vendor according to the e-mailing list specified by the Customer in the E-Mail Master List. The Payment Advice, Payment Summary, Uncleared Payment and Payment Notification are in PDF format predefined by the Bank.

2. The Bank is hereby authorized to send the payment status to the Customer; and, on behalf of the Customer, to send the payment status to the Customer's Supplier/Vendor according to the e-mail address specified by the Customer in the Payment Services Data for the Payment Services as subscribed by Customer. The content of the e-mail is in PDF format predefined by the Bank.
 3. The E-Mail Notification Services may be executed through the head office and branches of the Bank. The Customer shall leave to the Bank ways and means of sending e-mail notification under the E-Mail Notification Services.
 4. The Bank shall execute the E-Mail Notification Services on the basis of the e-mailing list contained in the E-Mail Master List and or Payment Services Data provided by the Customer through the file transfer/Payments and Transfers function and The Bank shall be under no obligation or concern to verify the e-mail list contained in the said file provided by the Customer.
 5. Matters not provided for in the Basic Agreement and in the Terms and Conditions herein shall always be subject to the terms of the Bank's regulations and other rules which the Bank generally applies to similar transactions.
- 6.2.8 The Bank shall exert its best efforts to execute the E-Mail Notification Services without delay, if the Customer's instruction for the E-Mail Notification Services is received by the Bank before the cutoff time set forth by the Bank.
- 6.2.9 The Customer consents that the E-Mail Notification Services may not be executed, whether or not notice is given by the Bank, in any of the following cases:
1. where the file format for the E-Mail Master List and or Payment Services Data is incomplete or incorrect;
 2. where the Bank observes the possibility that the instruction of the E-Mail Notification Services may not be authorized by the Customer.
- 6.2.10 The Customer hereby acknowledges and agrees in relation to the E-mail Notification Services are as follows:
1. The Bank shall send the E-Mail Notification to the recipient's e-mail address designated by the Customer and is under no obligation or concern to verify the identity of the recipients.
 2. The Bank is under no obligation or concern to confirm the receipt of the E-Mail Notification.
 3. The E-Mail Notification is intended only for the use of its recipient and contains information that is privileged and confidential. The Bank shall not be responsible for any incident (including leakage of information) which may be caused by inaccuracy of information contained in the Payment Services Data provided by the Customer and the recipient of the E-Mail Notification.
 4. The Bank is under no obligation or concern to deal with queries of the recipient of the E-Mail Notification, of which the Customer shall take care on its responsibility.
 5. If the E-Mail Notification is not received by its recipients, the Bank is under no obligation to re-send the same.
 6. The Customer acknowledges that the Bank may not be able to send the E-Mail Notification

at any particular time due to the process of the system.

7. The Bank reserves the right to add, vary or delete any of the elements and components of the E-Mail Notification Services or the terms and conditions contained herein upon giving due notice to the Customer.
8. The password for the PDF in the E-Mail Notification should be kept confidential by the Customer or the Customer's Supplier/Vendor to protect the contained information of the PDF.
9. The Customer acknowledges that the E-Mail Notification received upon validation by JomPAY validation system and further where upon debiting the Customer's account is only intended as a mean to notify the Customer of the Payment Services Data status, and such notification shall not be deemed to confirm the success of Payment Instruction.

7. NAD Services

7.1 Definition

Terms defined in the Basic Agreement have the same respective meanings when used herein.

In this Clause 7, the following terms have the following respective meanings:

"Account" means an E-Money account offered by issuers of e-money and all types of deposit accounts offered by the Bank, except for fixed deposit accounts. This shall include but not limited to, all types of conventional and/or Islamic savings accounts, current accounts, investment accounts, virtual internet accounts.

"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 an identifier of an account holder such as a Mobile Number, NRIC, Passport Number, Army Number or Police Number (in the case of an individual) or business registration number (in the case of a corporate customer) or any other identifiers as may be introduced by the NAD Operator from time to time.

"E-Money account" 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 as a means of making payment to any person other than the issuer of e-money.

"Malware" means computer viruses, bugs, or other malicious, destructive or corrupting software, code, agent, program or macros, and/or phishing or social engineering schemes which utilise computer software or telecommunications to obtain personal data or any other personal information for malicious or fraudulent purposes.

"National Addressing Database ("NAD")" means a central addressing depository established by the NAD Operator that links a bank or an e-money account to a recipient's DuitNow ID and facilitates payment to be made to a recipient by referencing the recipient's DuitNow ID.

"NAD Name Enquiry" means a service which returns the name of the owner who has registered its DuitNow ID in NAD.

"NAD Operator" means Payments Network Malaysia Sdn Bhd (PayNet) (Company No.: 200801035403 [836743-D]).

"Personal Data" means any information in respect of commercial transactions that relates 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.

"Common ID" means a unique identification of a customer which links all DuitNow IDs registered by the customer such as the customer's NRIC, army number, or police number, or for non-Malaysians, passport number, or the customer's business registration number.

7.2 The NAD Service

1. the NAD service allows the Customer to link an Account that they have with the Bank to DuitNow ID.

2. By linking DuitNow ID to an Account, the Customer has the option of receiving incoming funds via DuitNow or any other payment services that address payments using their DuitNow ID.
3. When registering for DuitNow ID in NAD, the Customer needs to provide their Common ID to be linked to their Account. Once registered, the Common ID will be used by other NAD participating Banks for identification purpose and to facilitating DuitNow service.
4. The Customer may link more than one DuitNow ID to the same Account. However, they are not allowed to link a particular DuitNow ID to multiple Accounts in the Bank.

7.3 Modification and Deregistration of your DuitNow ID

1. The Customer may update or change their DuitNow ID that is linked to their Account via the channels made available to them. However, the Bank will require a reasonable notice period before the changes or update take effect.
2. The Customer understands and agrees that the registered DuitNow ID may be deregistered by them or the Bank, due to the following circumstances:
 - a. transfer of the existing DuitNow ID to another Account in another bank/e-money issuer;
 - b. modification or changes of the DuitNow ID;
 - c. closure of the Account that is linked to a DuitNow ID;
 - d. mobile number provided to the Bank has been terminated or recycled for the use of another person;
 - e. after a period of inactivity; or
 - f. upon investigation, the Bank finds out that the Customer or the Customer's DuitNow ID is potentially involved in any fraudulent activity(s).

7.4 Customer Information

1. The Customer represents and warrants that the DuitNow ID used for registration in NAD belongs to us, is correct, complete and up-to-date for the use of the service and if any changes, The Customer is required to notify the Bank on any changes to the DuitNow ID information provided to the Bank.
2. The Customer acknowledges and agrees that other NAD participating banks/e-money issuers may perform a NAD Name Enquiry of the Customer's DuitNow ID for the purpose of verification/identification of the Customer's name, and as part of facilitating the DuitNow service.
3. The Customer acknowledges and consents to the disclosure of the Customer's DuitNow ID, the Customer's Common ID, and other relevant Personal Data to the NAD Operator for the purpose of processing, storing, archival and disclosure to the sender of funds under the DuitNow service, the Customer's affiliates, service providers, other NAD participants and third parties offering the DuitNow service and their respective customers.
4. The Customer hereby consents and authorises the Bank to collect, process, disclose, transfer, maintain, store and retain the Customer's personal data to other entities within the MUFG Group (as defined below) including its branches in Malaysia and in other countries as well as local and overseas affiliates and other external parties, including but not limited to the parties/bodies listed in item (e) below.
5. The Customer also consents and agrees to the Bank conducting credit checks and verification of information given by the Customer in the Customer's application for this

service with any credit bureaus or corporation set up for the purpose of collecting and providing credit or other information. The Customer also consents to the Bank's disclosure of the Customer's DuitNow ID information, Personal Data, financial conditions, details of accounts, account relationship with the Bank including credit balances to:-

- a. Government or regulatory authorities in Malaysia and elsewhere, including Bank Negara Malaysia, Credit Bureau, Central Credit Reference Information System (CCRIS), Cagamas Berhad, Credit Guarantee Corporation Malaysia Berhad;
- b. Companies which are related to the Bank by virtue of Section 7 of the Companies Act 2016, or any associated company of the Bank or of its parent company (the Bank together with its holding company, its holding company's subsidiaries, affiliates, and other related/ associated companies are collectively referred to as "MUFG Group");
- c. Party(ies) providing services (including outsourcing vendors, nominee, custodians, centralised securities depository or registrar, debt collection agents) to the Bank;
- d. The Bank's agents, consultants and professional advisers;
- e. The Bank's or any of the MUFG Group's assignees;
- f. The police or any investigating officer conducting any investigation; and
- g. Any person to whom disclosure is permitted or required by law, regulation, governmental directive or request.

7.5 Data Protection

1. The Customer consents and the Bank's right to disclose information shall be in addition to, and without prejudice to the rights accorded under the Personal Data Protection Act 2010 and any other applicable laws in Malaysia.
2. The Bank will only disclose, use and process the Customer's DuitNow ID for the purpose of facilitating the DuitNow service.
3. The Bank have in place, reasonable security measures (both technical and organizational) against unlawful or unauthorised processing of the Customer's DuitNow ID.
4. The Bank will notify the Customer as soon as practicable if the Customer's DuitNow ID is lost, destroyed, or becomes damaged, corrupted or unusable.

7.6 Liability

1. The Bank and the NAD Operator shall not be liable for any losses or damage that the Customer may suffer as a result of, including but without limitation:
2. The Customer's failure to maintain up-to-date information and/or failure in providing the accurate information to the Bank;
3. in compliance with any instruction given or purported to be given by the Customer which is apparent to a reasonable person receiving such instruction;
4. any misuse or any purported or fraudulent use of the Customer's DuitNow ID, including instances whereby online fraud is perpetrated by way of any Malware;
5. any disclosure of any information which the Customer has consented to Bank for collecting, using or disclosing or where such collection, use of disclosure is permitted or required to be disclosed under the applicable laws in Malaysia.
6. In consideration of the Bank accepting this order, the Customer undertakes to indemnify the Bank against all losses, costs, damages, expenses, claims and demands which the Bank may incur or sustain by reason of its carrying out the above instruction by the Customer.

7.7 General

1. The Customer acknowledges that the Bank has the right to change, vary or modified the terms and conditions by providing the Customer with thirty (30) days' notice in such manner that the Bank deem fit, and the Customer agrees to be bound by such terms and conditions as cancelled, revised or modified.
2. The Customer agrees to submit to the non-exclusive jurisdiction of the courts of Malaysia as these terms and conditions shall be construed in accordance with the laws of Malaysia.
3. The Customer is entitled to withdraw their consent for the disclosure of the Personal Data by providing a withdrawal of consent notice to the Bank unless such disclosure of the Personal Data by the Bank is required to comply with any legal or contractual requirements. The Bank shall cease disclosure of the Personal Data within seven (7) days from the day the Bank receives the withdrawal of consent notice.

8. Consent

8.1 Definition

Terms defined in the Basic Agreement have the same respective meanings when used herein.

In this Clause 8, the following terms have the following respective meanings:

"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.

"Consent Request" means a service which allows Payers or Merchant to initiate consent request registration or maintenance using Payer's DuitNow ID.

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

"National Addressing Database ("NAD")" means a central addressing depository established by the NAD Operator that links a bank 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 relates 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.

8.2 Introduction

- 8.2.1 Clause 8 applies to and regulates the Customer's use of the Consent Request service offered by the Bank. The Consent Request service allows the Customer to register their consent or get their consent registered via Merchant from the designated bank or e-money account maintained with the Bank, to a bank or e- money account maintained by the recipient at a participating Consent

Request participant, or such other means as prescribed by the Bank or the DuitNow Operator from time to time.

8.2.2 The Consent Request service offered by the Bank is part of the Service offered pursuant to the Basic Agreement, and accordingly Clause 8 is in addition to and shall be read in conjunction with the Basic Agreement and the Terms and Conditions.

8.2.3 If the file transfer is registered by the Application by the Customer, the Bank shall provide to the Customer, through the file transfer function, the Consent Request service to facilitate consent request processing through PayNet and participating Financial Institutions Concerned (“Consent Request Services”)

8.2.4 The Customer shall transfer to the Bank commission data for Consent Request Services (the “Consent Request Data”) in the form set forth by the Bank.

8.2.5 The Customer shall provide in the Consent Request Data information sufficient for the Bank to provide its Consent Request Services and such other information as the Bank may request from time to time.

8.3 Consent Registration Request Service

8.3.1 The Bank will notify the Customer on the status of each successful, failed or rejected Consent Request Services via any of the Bank’s available communication channels.

8.3.2 The Customer acknowledge and agree the Bank 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 the Bank shall not be liable for confirming the Consent Request of such registered recipient even if such person is not the intended recipient.

8.3.3 Pursuant to Clause 8.3.2 above, the Customer agree that once a Consent Request has been confirmed, it will be deemed irrevocable and the Customer will not be able to cancel, stop or perform any changes to that Consent Request.

8.4 Recovery of Funds

8.4.1 In the event, the Consent Request are involving debiting amount of money from the account, the Customer has the right in relation to the investigation and recovery of, erroneous payments and unauthorised (includes fraudulent) Consent Request and transactions made from the Customer’s account.

8.5 Erroneous Consent Request

8.5.1 If the Customer has made an erroneous Consent Request, the Customer may request for recovery of the funds within ten (10) Business Days from the date the erroneous Consent Request was made and the Bank will work with the affected recipient’s bank/ e-money issuer to return the said funds to the Customer within seven (7) Business Days provided the following conditions are met:

1. The request was wrongly routed into the affected recipient’s account; or
2. If funds have been erroneously debited, whether the balances in the affected recipient’s account is sufficient to cover the funds’ recovery amount:
 - a. If the balances are sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and

- b. 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 the Customer
- 8.5.2 The Customer may request for recovery of funds between eleven (11) Business Days and seven (7) months from the date the erroneous DuitNow transaction was made:
 1. The affected receiving participant is fully convinced that funds were erroneously credited to the affected recipient; and
 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 Days, 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 the Customer.
- 8.5.3 The Customer may requests to recover funds after seven (7) months from the date of the erroneous Consent request:
 1. The affected recipient's bank/ e-money issuer is fully convinced that funds were erroneously credited to the affected recipient;
 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
 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 the Customer within one (1) Business Day.

8.6 Unauthorised or Fraudulent Consent Request

- 8.6.1 For Consent Request which were not authorised by the Customer or which are fraudulent, the Bank will, upon receiving a report from the Customer alleging that an unauthorised or fraudulent Consent Request was made, if in the event money has debited, remit the funds back to the Customer provided the following conditions are met:
 1. The Bank shall conduct an investigation and determine within fourteen (14) business days, if the unauthorised or fraudulent payment did occur; and
 2. If the Bank is convinced that the unauthorised or fraudulent payment request did indeed occur and was not caused by the Customer, the Bank shall initiate a reversal process whereby all debit posted to the Customer's account arising from the unauthorised or fraudulent Consent Request and money has debited would be reversed.

8.7 Liability and Indemnity

- 8.7.1 The Customer acknowledge and agree that, unless expressly prohibited by mandatory laws, the Bank and the DuitNow Operator shall not be liable to the Customer 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 services offered by the Bank arising from:
 1. Your negligence, misconduct or breach of any of provision in Clause 8;

2. Any erroneous transfers of funds by the Customer due to erroneous Consent Request to the wrong DuitNow ID, wrong recipient or wrong third party;
 3. Any failure, delay, error or non-transmission of funds due to system maintenance, breakdown or non-availability of any network, software or hardware of the Bank and the DuitNow Operator; or
 4. The suspension, termination or discontinuance of the DuitNow services.
- 8.7.2 The Customer shall indemnify, defend and hold the Bank, the Bank's affiliates, and the DuitNow Operator harmless from and against claims, proceedings, actions, losses, damages, costs (including all legal costs on an indemnity basis), liabilities or expenses, whether foreseeable or not, resulting from or arising in connection with any fault, act or omission by the Customer (including but not limited to Customer's negligence, misconduct or breach of any provision in clause 8).

8.8 General

- 8.8.1 The Bank reserves the right to revise at any time, such charges for the use of the DuitNow services, upon notice to the Customer. Such revisions shall take effect from the date stated in the notice. Where the Customer continues to access or use the DuitNow services after such notification, the Customer shall be deemed to have agreed to and accepted such revisions to such charges.
- 8.8.2 The Customer acknowledge that the Bank may terminate the Customer's use of the DuitNow services with the Bank for any reason, at any time and without prior notice.
- 8.8.3 The Customer acknowledge that Bank has the right to change, restrict, vary, suspend or modify Clause 8 by providing the Customer with thirty (30) days' notice in such manner as the Bank deem fit.
- 8.8.4 The Customer consent to the collection, use and disclosure of the Customer's Personal Data by the Bank, the Bank's affiliates, the Bank's service providers and the DuitNow Operator as required for the purposes of the DuitNow services.
- 8.8.5 The Customer is entitled to withdraw their consent for the disclosure of the Personal Data by providing a withdrawal of consent notice to the Bank unless such disclosure of the Personal Data by the Bank is required to comply with any legal or contractual requirements. The Bank shall cease disclosure of the Personal Data within seven (7) days from the day the Bank receives the withdrawal of consent notice.

APPENDIX 1: JomPAY Services (PayNet Standard Payer Terms)

Definitions

Terms, “You”, Yours”, means any person or entity using the JomPAY services and having an account with us as our customer, unless otherwise stated. “We”, “us” or “our” will refer collectively as MUFG Bank (Malaysia) Berhad which is the bank that is providing financial services to you.

Terms defined in Clauses 1 through 6 above have the same respective meanings when used in this Appendix 1.

1 PAYMENTS

- 1.1 We will process payment to Biller in accordance with your Payment Instructions based on the following timelines as per IBG schedule processing time in Attachment 1.
- 1.2 We will not accept orders to stop Payment Instructions once you have instructed us to make the Payment Instructions except when:
 1. We have reasonably concluded that the Payment Instructions were fraudulent or unauthorised; or
 2. The Payment Instructions are future dated payments that we have not transmitted to IBG.
- 1.3 You should notify us immediately if you become aware that you have made a mistake (except for underpayment) when instructing us to make a payment, OR if you did not authorise a payment that has been made from your account. Recovery of funds for such payments shall be described in Clause 2.
- 1.4 In the event of an underpayment, you may make another payment for the difference of the said amount.
- 1.5 We will notify you the status of the JomPAY payment instructions including the reasons of rejected or failed "Payer not-present" payment instructions. However, you have the option not to receive these notifications upon request.

2. RECOVERY OF FUNDS AND LIABILITY FOR PAYMENTS

- 2.1 We will rectify Mistaken Payment Instruction made by you according to the terms and conditions herein, provided the following conditions are satisfied:
 1. you immediately inform us that you become aware of any delays or mistakes in processing Payment(s); and
 2. we are satisfied that Mistaken Payment Instruction has occurred.
- 2.2 Subject to Clause 2.1, we will attempt to rectify any such matters in relation to Mistaken Payment Instructions made by you, in the way described in this clause:
For misdirected payments, duplicated payments or incorrect Biller Code or incorrect RRN, we shall submit a request to recover funds to the Biller Bank that received the erroneous funds;
 1. Upon our satisfaction that the error for incorrect amount payment is caused by the Biller, we shall carry out a Reversal to your account and submit a request to recover funds to the Biller Bank of the Biller for the error;

2. For payment that is not completed or failed at our end, we shall credit back the amount of the failed payment into your account upon our satisfaction that the Payment Instruction failed and was not duly processed at our end;
 3. For payment that is not completed or failed at the Scheme Operator's end or the Biller Bank's end, we shall credit back the amount of the failed payment to you into your account before initiating a recovery of funds request.
- 2.3 Recovery of funds requests made on your behalf for Mistaken Payments mentioned in Clause
 - 2.2 or Erroneous Payments shall be processed in accordance with Clause 3. Subject to Clause 3, we will work with the Affected Participant to request and recover the funds on your behalf.
 - 2.4 All enquiries or complaints raised by you regarding Mistaken Payment Instruction shall be resolved no later than fourteen (14) Business Days. All enquiries and complaints received after 5pm on a Business Day would be deemed received at the start of the next Business Day.
 - 2.5 We are entitled to debit your account (for recovery of funds), in the event we did not debit your account after Payment Instruction has been properly and successfully executed.
 - 2.6 Subject to Clause 3 herein (for requests of funds made by Payer Bank) we are entitled to debit your account for funds credited into your account due to the following payments made by persons other than you:
 - a. Mistaken Payment Instructions;
 - b. Erroneous Payment Instruction;
 - c. Unauthorised Payment Instruction; and
 - d. Fraudulent Payment Instruction.

3. ERRONEOUS PAYMENT INSTRUCTION/MISTAKEN PAYMENT INSTRUCTION

- 3.1 You may request for recovery of funds that were incorrectly transferred to Affected Bank Customer who is a non-Biller in the following manner:
 - 3.1.1 Recovery of funds wrongly credited to Affected Bank Customer who is not a Biller, of which request is received within twenty (21) Business Days from date of Erroneous Payment Instruction/Mistaken Payment Instruction, we shall proceed with the recovery of funds and remit the funds into your account within One (1) Business Day, if the following conditions are met:
 - a. The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account;
 - b. There is sufficient balance in the affected account; and
 - c. There is no evidence that the Affected Bank Customer is entitled to the funds in question.
 - 3.1.2 Recovery of funds wrongly credited to Affected Bank Customer who is not a Biller, of which request is received between twenty two (22) Business Days and seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction, we shall proceed with the recovery of funds and remit the funds into your account within fifteen (15) Business Days, if the following conditions are met:
 - a. The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account;
 - b. There is sufficient balance in the Affected Bank Customer's account; and
 - c. There is no evidence that the Affected Bank Customer is entitled to the funds in question.
 - 3.1.3 Recovery of funds wrongly credited to Affected Bank Customer who is not a Biller, of which request is received after seven (7) months from date of Erroneous Payment

Instruction/Mistaken Payment Instruction, we shall proceed with the recovery of funds and remit the funds into your account within fifteen (15) Business Days, if the following conditions are met:

- a. The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account; and
- b. There is no evidence that the Affected Bank Customer is entitled to the funds in question; and
- c. The Affected Bank Customer has given its consent for us to debit their account.

3.2 You may request for recovery of funds that were incorrectly transferred to Affected Bank Customer who is a Biller in the following manner:

3.2.1. Subject to Clause 3.2.2, if the request is received within twenty one (21) Business Days from date of Erroneous Payment Instruction/Mistaken Payment Instruction, we shall proceed with the recovery of funds and remit the funds into your account within one (1) Business Day:

- a. If the Affected Participant is fully satisfied that funds were erroneously credited to the Affected Biller;
- b. The funds have been credited to the Affected Biller's account;
- c. The Affected Biller has not acted on RTN;
- d. The RTN has not been delivered to the Affected Biller;
- e. There is sufficient balance in the Affected Biller's account to cover the recovery amount; and
- f. The Affected Participant shall give written notification to the Affected Biller before debiting its account.

3.2.2. If the funds have not been credited to the Affected Biller's account and that the Affected Biller has acted on RTN (has delivered goods or has provided services), the funds may not be fully recovered.

3.2.3. Recovery of funds wrongly credited to Affected Bank Customer who is a Biller, of which request is received between twenty two (22) Business Days and seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction, the recovery of funds shall be processed in accordance with Clause 3.1.2 herein.

3.2.4. Recovery of funds wrongly credited to Affected Bank Customer who is a Biller, of which request is received after seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction; the recovery of funds shall be processed in accordance with Clause 3.1.3 herein.

3.3 Notwithstanding the aforesaid, if the funds for Erroneous Payment Instruction or Mistaken Payment Instruction cannot be recovered or fully recovered due to insufficient balance in the Affected Bank's Customer's account, it will be deemed an Unrecoverable Loss. For avoidance of doubt the party who is responsible for the error, caused the error, causing the incomplete or failed Payment is liable for the Unrecoverable Loss.

Unauthorised Payment Instruction and Fraudulent Payment Instruction

- 3.4 We shall upon receiving report from you alleging that Unauthorised Payment Instruction was made, or upon becoming aware of Unauthorised Payment Instruction originating from us, remit the funds into your account within one (1) Business Day from date of receipt from the Biller, if the following conditions are met :
- 3.4.1 we shall conduct an investigation and determine within fourteen (14) Calendar days, if the Unauthorised Payment Instruction did occur;
- 3.4.2 if we are satisfied that the Unauthorised Payment Instruction did indeed occur , we shall initiate a Reversal process whereby all debit posted to your account arising from the Unauthorised Payment Instruction would be reversed; and
- 3.4.3 the Biller Bank has not applied some or all the funds in question for the benefit of the Beneficiary of Fraud.
- 3.5 For Fraudulent Payment Instruction, we shall upon receiving report from you alleging that Fraudulent Payment Instruction was made, or becoming aware of Fraudulent Payment Instruction originating from us, remit the funds into your account within one (1) Business Day from date of receipt from the Biller, if the following conditions are met:
- 3.5.1 we shall conduct an investigation and determine within fourteen (14) Business Days, if the Fraudulent Payment Instruction did occur;
- 3.5.2 if we are satisfied that the Fraudulent Payment Instruction occurred or fourteen (14) Business Days has lapsed, we shall initiate a Reversal process whereby all debit posted to your account arising from the Fraudulent Payment Instruction would be reversed; and
- 3.5.3 the Biller Bank has not applied some or all the funds in question for the benefit of the Beneficiary of Fraud.
- 3.6 Notwithstanding the aforesaid, if the funds for Unauthorised Payment Instruction or Fraudulent Payment Instruction cannot be recovered or fully recovered, it will be deemed an Unrecoverable Loss.
- 3.7 You shall indemnify us against any loss or damage suffered due to any claim, demand or action brought against us arising directly or indirectly from negligent and fraudulent acts in the Terms and Conditions by you.
- 3.8 For avoidance of doubt, Payment Instructions arising from fraud, which include but is not limited to:
- a. Payment Instruction initiated or generated by a party that is not authorised to make the payment. This could occur if a party obtains unauthorised access to your payment channels and initiates Payment Instructions without authorisation from you;
 - b. You are misled into making a Payment Instruction that benefits a party other than the party intended by you. This could occur if a Biller generates fake bills or a third party tampers with genuine bills to cause payments to be diverted; and
 - c. You make a Payment Instructions to a fraudulent biller who does not deliver the goods and services for which the payment was made. This could occur if fraudsters enrol into the Scheme as Billers to fraudulently collect payments.

If we are responsible for Erroneous Payments described above, we shall reverse out all debits erroneously posted to your account.

4. BATCH PAYMENTS

- 4.1 Subject to our agreement, you are allowed to do Batch Payment :
 - a. You are making Batch Payment on your own behalf; or
 - b. You are making Batch Payment on behalf of your related entities to discharge the entities' debts, or debts of the said entities to one or more Billers.
- 4.2 You are allowed to do Batch Payment by debiting your CASA held with us, as the case maybe.
- 4.3 You warrant to us that :
 - a. such Batch Payment is made on your own account as a Payer, or as Payer in the ordinary course of its business makes multiple payments on your own behalf, or on behalf of your related entities to discharge the entities' debts, or debts of the said entities to one or more Billers and not for the benefit of other person; and
 - b. such Batch Payment is made not for the purpose of carrying on business of making payments through the Scheme using Batch Payment method.
- 4.4 All other terms and conditions of this Appendix 1 also apply to Batch Payment.

5. PAYMENT QUERIES

- 5.1 We shall, in good faith, attempt to settle all payment queries or disputes with you arising in connection with the JomPAY service amicably by mutual agreement.
- 5.2 In the case of a dispute or conflict, you are entitled to seek recourse via the industry mediation and arbitration bodies such as the Financial Ombudsman Scheme.
- 5.3 You also have the right to lodge a complaint with the Scheme Operator if there are allegations of our non-compliance to the JomPAY Scheme Rules. However, the Scheme Operator's review of such complaints shall be confined to:
 - 5.3.1 Determination whether there has been non-compliance;
 - 5.3.2 Stipulating remedies for Participants to correct or address the non-compliance; and
 - 5.3.3 Determination if penalties are applicable for the non-compliance.
- 5.4 All decisions rendered by the Scheme Operator in response to complaints from you shall be binding on us.

6. SUSPENSION

- 6.1 We may suspend your right to use the Scheme at any time in the circumstances specified in this clause with written notice.
 - 6.1.1 you being unable to pay your debts generally, or an application or petition being made against or by you for commencement of bankruptcy proceedings, commencement of civil rehabilitation proceedings, commencement of corporate reorganization proceedings or commencement of special liquidation;
 - 6.1.2 any clearing house taking measures against you for suspension of transactions with banks and similar institutions;
 - 6.1.3 an administrator, receiver or other similar official being appointed with respect to you;
 - 6.1.4 any event having an effect analogous to any of the foregoing in any jurisdiction;

- 6.1.5 your whereabouts becoming unknown and a notice by us not being received by you at the last place designated by you;
- 6.1.6 where we observe the possibility of fraud or its threat exists;
- 6.1.7 where the possibility that effect of the JomPAY Services is in conflict with applicable laws and regulations exists; and
- 6.1.8 if any event occurs that makes it difficult or impossible for us to provide the JomPAY Services.

7. BILLER CANNOT PROCESS PAYMENT

- 7.1 If we are informed that payment by you cannot be processed by a Biller, we will :
 - a. Inform you about this; and
 - b. Credit your account with the amount of the payment.

8. ACCOUNT RECORDS

- 8.1 You must check its account and immediately report to us as soon as you are aware of any errors or of any payment(s) that you did not authorise or you think were made by someone else without your permission.

9. DEFINITIONS AND INTERPRETATION

The following words have these meanings:-

Term	Description
Affected Bank Customer	A Customer whose bank account has been erroneously debited or credited due to erroneous or Fraudulent Payment Instructions caused by other Participants, Customers or PayNet.
Affected Biller	A Biller that received erroneous or Fraudulent Payment Instructions and/or funds due to errors of other Participants, Customers or PayNet.
Affected Participant	A Participant that received Erroneous or Fraudulent Payment Instructions and/or funds due to errors of other Participants, Customers or PayNet.
Bank	A financial institution that is licensed under Financial Services Act 2013, Islamic Financial Services Act 2013 and/or Development Financial Institutions Act 2002.
Batch Payment	Payments made to one or more Billers by grouping and bundling individual Payment Instruction(s) and collectively transmitting these Payment Instruction(s) at scheduled times
Bill	An itemised statement of money owed, or a request to pay, for purchase goods, provision of services and/or any other business transaction.
Biller	Government agencies, statutory bodies, sole proprietor or partnership businesses, a company or an organisation, societies, charities participating in the Scheme to collect Bill payments.
Biller Bank	A Participant appointed by a Biller to facilitate the Biller's collection of Bill payments via JomPAY.
Biller Code	An alpha numeric code uniquely identifying either: a Biller; or a Biller's product or service category for purposes of routing Payments to the Biller.
Business Day	Any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur

Term	Description
Calendar Day	Any day from Monday to Sunday including public holiday or bank holiday in Kuala Lumpur
CASA	Current account and savings account.
Customer	A term used to collectively refer to Billers, Payers and other clients of a Participant.
Erroneous Payment Instruction	A Payment Instruction that is initiated wrongly or is incorrect as follows: <ul style="list-style-type: none"> a. Participants post erroneous entries to Billers'/Payers' bank accounts, or generate invalid, incorrect, misdirected or duplicated Payment Instructions on behalf of Billers'/Payers' due to technical errors or operational errors; b. Technical or operations errors at the Scheme Operator that results in incorrect or duplicated Payment Instructions; and c. Mistaken Payment Instruction which is directed to the wrong Billers/Payers, contains incorrect recipient reference numbers, carries the wrong amount, or is duplicated.
Fraudulent Payment Instruction	A Payment which has been induced by dishonest or fraudulent means and which the Payer requests be refunded. It includes cases where a Payer makes a Payment as a result of a fraudulent invoice issued by a third party who purports to be a Biller (and is not in fact a Biller) or a third party who impersonates a Biller.
Interbank GIRO or IBG	An interbank payment and funds transfer system that facilitates payments and collections via the exchange of digitized transactions between banks.
IBG Same Day Cut-Off Time	The deadline on a Business Day whereby funds from a Payment Instruction: <ul style="list-style-type: none"> a. Initiated before this deadline would be credited on the same Business Day b. Initiated after this deadline would be credited on the next Business Day. Not applicable on Saturday, Sunday and Federal Territory Public Holidays.
JomPAY Brand Scheme	The brand, icon, logo and marks for the JomPAY Scheme.
	Is a service offered by PayNet which facilitates industry wide ubiquitous Bill payments through the use of standard Biller Codes and Recipient Reference Numbers.
Mistaken Payment Instruction	A payment that is made, or not made, to a person or for an amount which is not in accordance with a Payer's Payment Instructions or contains an error in the Payment Instructions from the Payer resulting in payments which are directed to the wrong Customers: <ul style="list-style-type: none"> a. contain incorrect Recipient Reference Numbers b. carry the wrong amount; or c. are duplicated.
Participant	A Bank that is a member of the Scheme.
Payer	Individuals, companies, body corporate, businesses (including sole proprietors and partnerships), government agencies, statutory bodies, societies, and other Bank customers that make payments to Billers using the Scheme.
Payer Bank	A Participant in the Scheme who offers services that allow Payers to initiate Payment Instruction.
Payment Instruction or Payment	An order from a Payer to its Payer Bank directing the Payer Bank to: <ul style="list-style-type: none"> Draw funds from the Payer's bank account; and Transmit an IBG entry to transfer funds to the Biller Bank to pay a Biller for a Bill.

Term	Description
Payment Services Data	“Vendor Payment Services Data”, “Interbank GIRO Services Data”, “JomPAY Services Data” or Other Payment Services Data provided by the Customer
Payment Advice	An information sent by Bank on behalf of a customer to a supplier/vendor, to inform the supplier/vendor that the payment made accordance to the invoice/bill details provided by the customer.
Payment Summary	Summary of an information sent by Bank on behalf of a customer to a supplier/vendor, to inform the supplier/vendor that the payment made accordance to the invoice/bill details provided by the customer.
Payment Notification	E-mail Notification Services to customer and their supplier or vendor
PayNet	Payments Network Malaysia Sdn Bhd.
Reversal	means a transaction that : a. is initiated by a Biller to cancel an Erroneous Payment Instruction; b. may involve the making of a debit or credit adjustment to the account of the Payer to which the Erroneous Payment Instruction relates; and b. c) may involve an adjustment to the bank account(s) of the Biller named in the Erroneous Payment Instruction, if funds from the Erroneous Payment Instruction has been applied to the bank account(s).
Scheme Operator or SO	The owner and the operator of the JomPAY Scheme.
Supplier/vendor	A person or a business entity that sells goods or services to Bank’s Customer.
Real-time Notification or RTN	A form of electronic message sent to a Biller to provide advance notice of incoming payment from a Payer once the Payer’s bank account has been successfully debited for a Payment Instruction to the Biller.
Unauthorised Payment Instruction	A payment made without the authority of the Payer who is purported to have given the Payment Instruction which initiated that payment (and from whose account that Payment was debited) or a Payment made by a Payer which is void for any reason other than fraud. It includes cases where the Payment has been made by a third party who has obtained unauthorised access to a Payer’s account and makes unauthorised transactions from the Payer’s account to make other payments. However, it does not include a Fraudulent Payment Instruction.
Uncleared Payment	Vendor Payment Services list of uncleared cheque (s)
Unrecoverable Loss	The portion of funds credited to the wrong party due to Erroneous Payments or Fraudulent Payments that cannot be retrieved after Participants have exhausted the recovery of funds process.

Attachment 1

INTERBANK GIRO (IBG) AND JOMPAY PROCESSING TIME SCHEDULE

Payment Initiated by Customer through GCMS Plus (Internet Banking Channel)	Payment Crediting Time
Before 5.00am	by 11.00am
5.01am -8.00am	by 2.00pm
8.01am-11.00am	by 5.00pm
11.01am-2.00pm	by 8.20pm
2.01pm-5.00pm	by 11.00pm

Note:

The above IBG and JomPAY processing time schedule is only for working days and not applicable on Saturday, Sunday and Federal Territory Public Holidays.

APPENDIX 2: Data Mapping and Conversion Utility Terms and Conditions

This Data Mapping and Conversion Utility Terms and Conditions (“these Terms and Conditions”) are to be read in conjunction with the GCMS Plus Basic Agreement (the “Basic Agreement”), the GCMS Plus Terms and Conditions and the GCMS Plus Local Rules applied in relation to the Servicing Office that provides the Data Mapping and Conversion Utilities (collectively, the “Agreements”). The Data Mapping and Conversion Utilities is a Supplemental Tool and shall be subject to these Terms and Conditions. All other terms and conditions in the Agreements shall form an integral part of these Terms and Conditions and shall continue to be valid and binding hereunto. Except otherwise defined in these Terms and Conditions, terms defined in the Agreements have the same respective meaning when used herein.

1. Use

- 1.1 Subject to the terms and conditions hereof, the Bank hereby grants the Customer a non-exclusive, non-sub licensable, and non-transferable right to use the Data Mapping and Conversion Utilities in respect of and in addition to the use of the Services in accordance with the Agreements.
- 1.2 When using the Data Mapping and Conversion Utilities, the Customer shall ensure that the foreign remittance instructions that are extracted and converted are complete and accurate details of beneficiary and beneficiary bank (including but not limited to the full name, city and country in the address field of the beneficiary and beneficiary bank).

2. Data Mapping and Conversion Utilities

- 2.1 The Customer (a) shall comply with the instructions contained in the Manual and/or other instructions given by the Bank in installing or/and using the Data Mapping and Conversion Utilities; and (b) shall, at its own expense and responsibility, administer the use or/and the installation of the Data Mapping and Conversion Utilities and the Manual.
- 2.2 The Customer shall inform the Bank with respect to which the Data Mapping and Conversion Utilities are modified or/and re-installed.
- 2.3 The Bank shall make commercially reasonable efforts to rectify any Malfunction of the Data Mapping and Conversion Utilities, provided that the Bank shall in no case be liable for any damages caused or suffered by the Customer due to any Malfunction of the Data Mapping and

Conversion Utilities.

- 2.4 The Customer acknowledges that all copyrights, patents, utility models, designs, trademarks and other intellectual property rights relating to the Data Mapping and Conversion Utilities and the Manual shall not belong to or be transferred to the Customer by these Terms and Conditions.
- 2.5 The Bank may from time to time alter the contents of the Data Mapping and Conversion utilities and the Manual at its discretion.

3. Prohibition

- 3.1 The Customer shall not:
 - 1. grant the right to use, assign, sell, buy or lease the Data Mapping and Conversion Utilities and the Manual to any third party, or create security or interest over the Data Mapping and Conversion Utilities and the Manual for the benefit of any third party;
 - 2. copy, distribute, transmit, export, publish, reproduce, change, translate, adapt, analyse, reverse-engineer its application software or do any similar acts with respect to the Data Mapping and Conversion Utilities and the Manual; or
 - 3. use the Data Mapping and Conversion Utilities other than in the manner provided in these Terms and Conditions or the Manual or as designated by the Bank.

4. Fees, etc.

- 4.1 The Customer shall pay to the Bank such fees and other expenses (if any) in accordance with the fee schedule that may be set forth by the Bank from time to time.
- 4.2 The Customer shall pay all taxes and public charges which may be levied in relation to these Terms and Conditions.

5. Termination

- 5.1 The Customer may cease using the Data Mapping and Conversion Utilities by submitting the Application. The Bank may cease to provide the Customer with the right to use the Data Mapping and Conversion Utilities by giving not less than thirty (30) days prior written notice to the Customer.
- 5.2 Notwithstanding the foregoing provision, these Terms and Conditions shall terminate upon termination of the Agreements.
- 5.3 Upon ceasing the use of the Data Mapping and Conversion Utilities, the Customer shall, without delay and at its own responsibility, destroy or take all necessary actions with respect to the Data Mapping and Conversion Utilities and all other documents and materials provided by the Bank to the Customer in relation to the Data Mapping and Conversion Utilities with a view to complying with Clause 9.5 of the GCMS Plus Basic Agreement. The Customer shall, if requested by the Bank, return to the Bank the Data Mapping and Conversion Utilities and all other documents and materials relating thereto.

6. Exclusion of Liabilities

- 6.1 The Bank shall not be liable to the Customer for the following loss, damages or expenses directly or indirectly arising from or in connection with (including but not limited to):
1. damages attributable to any act (including the installation or/and use of the Data Mapping and Conversion Utilities) of the Customer;
 2. damages caused by force majeure;
 3. damages caused by any third party gaining access to information of the Customer's accounts as a result of Customer using the Data Mapping and Conversion Utilities; and
 4. theft, unauthorised use, loss or damage to the Data Mapping and Conversion Utilities, divulgence of confidential information, use of the Data Mapping and Conversion Utilities other than in the manner as prescribed by the Bank, or other similar incidents.
- 6.2 The Bank shall not be liable in any event to the Customer for any direct, indirect, special, consequential or economic loss, expense, or damage arising from or in connection with any or all the above.

7. Indemnity

- 7.1 The Customer shall fully indemnify the Bank against the following damages, costs and expenses which the Bank may sustain arising (whether directly or indirectly) from:
1. any act (including the installation or/and use of the Data Mapping and Conversion Utilities), omission, negligence, willful misconduct, or fraud of the Customer, its employees, agents, or independent contractors;
 2. the execution of, or the exercise of the rights, under these Terms and Conditions (including legal fees and stamp duties);
 3. any infringement of any third party's intellectual property rights arising out of any changes made by the Customer to the Data Mapping and Conversion Utilities and the Manual;
 4. any breach of these Terms and Conditions by the Customer;
 5. the Customer's use of and/or access to the Data Mapping and Conversion Utilities or disclosure of confidential information to a third party; and
 6. any claim by a third party against the Bank in connection with the above.

8. Agreements

The provisions of the Agreements relating to intellectual property rights, infringements, confidentiality, compliance with laws and regulations, scope of laws and regulations, shall apply *mutatis mutandis* to these Terms and Conditions, the Data Mapping and Conversion Utilities and the Manual.

9. Governing Law and Jurisdiction

Any dispute relating to these Terms and Conditions shall be governed by and interpreted in accordance with the law of the country and subject to the jurisdiction referred to in the Basic Agreement or the GCMS Plus Local Rules applied in relation to the Servicing Office that

provides the Data Mapping and Conversion Utilities. In the case of any conflict between the Basic Agreement and such GCMS Plus Local Rules in relation to the Governing Law and Jurisdiction, such GCMS Plus Local Rules shall prevail.

10. Data Mapping and Conversion Utilities

Data Mapping and Conversion Utilities are the tools designated by the Servicing Office.

APPENDIX 3: DuitNow AutoDebit Merchant's Term and Conditions

Definition

“Account” means an e-money account offered by issuers of e-money issuer and all types of banking accounts offered by the Bank, except for fixed deposit accounts. This shall include, but is not limited to, 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 MUFG Bank (Malaysia) Berhad [Company No: 199401016638 (302316-U)]

“Beneficiary of Fraud” means party who ultimately benefits from the unauthorised/fraudulent payment.

“Merchant” means [Insert name of Merchant with Company No.]

“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).

“DuitNow AutoDebit” means a service offered by the Bank which enables Merchant to automate the fund collection directly from the debtor, either through ad-hoc or recurring method based on the pre-established consent between debtor and Merchant,

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

“DuitNow Brand” means brand, icon, logo, trademark and service mark for the DuitNow AutoDebit.

“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 AutoDebit 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 AutoDebit service.

“RPP” means Real Time Retail Payment Platform.

“PayNet's Developer Portal” means the central repository system which provides PayNet's API information and test environment to Merchant's developer which enables the Merchant developer to develop API connection to PayNet, perform User Acceptance Test (“UAT”), and managing their UAT test cases effectively.

“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 Participants have exhausted the recovery of funds process.

1. Introduction

- 1.1 MUFG Bank (Malaysia) Berhad is the Crediting Participant and [insert name of Merchant] is a registered Merchant under the DuitNow AutoDebit.
- 1.2 In consideration of the fees paid to the Crediting Participant, the Crediting Participant agrees to facilitate the participation of the Merchant in DuitNow AutoDebit services in accordance with these terms.
- 1.3 The Merchant hereby agrees to observe all the DuitNow AutoDebit operating rules issued by the DuitNow AutoDebit Owner & Operator which is applicable to the Merchant as reflected in these terms including any future revisions which will be communicated by the Crediting Participant to the Merchant.
- 1.4 These terms apply to and regulate the Merchant use of the DuitNow AutoDebit service offered by the Crediting Participant. The DuitNow AutoDebit service allows the Merchant to receive an amount specified by the Merchant to the Merchant’s designated account from a Payer’s account by initiating a payment request; or
- 1.5 The DuitNow AutoDebit service offered by the Crediting Participant is part of the Electronic Banking/ e-money Services, and shall be read in conjunction with the Basic Agreement, and accordingly DuitNow AutoDebit Owner and Operator’s Term and Conditions is in addition to and shall be read in conjunction with the Basic Agreement and the Terms and Conditions.

2. Obligation of Merchant

- 2.1 If the Merchant wish to receive funds via DuitNow AutoDebit, the Merchant shall not charge any fees to the Payers for making payments via DuitNow AutoDebit services.
- 2.2 The Merchant shall accept payments that draw funds from savings accounts, current accounts or e-money accounts and optionally payments that draw funds from line of credit accounts.
- 2.3 The Merchant shall ensure that it has and maintains adequate procedures and systems for receiving and processing promptly payments it receives from the Crediting Participants and promptly and correctly credits or debits as the case may be the amounts of each payment to the applicable Payer’s account with the Merchant.
- 2.4 The Merchant must not make any warranty or representation in respect of goods or services supplied which may bind the Crediting Participant, DuitNow AutoDebit Owner & Operator, Debiting Participant or any other Participants in the service.
- 2.5 The Merchant must establish and maintain a fair policy for correction of errors and facilitate recovery of funds for erroneous/mistaken payments and/or unauthorised/fraudulent payments.
- 2.6 The Merchant shall consent and allow the Crediting Participant to disclose its information pertaining to the payment processes as the DuitNow AutoDebit Owner & Operator may reasonably require for DuitNow AutoDebit services.
- 2.7 Merchants shall ensure that their use of and conduct within PayNet’s Developer Portal which includes Application Programming Interfaces (‘APIs’), a sandbox environment, tools, content

and intellectual property rights is in accordance with the terms of use for the PayNet's Developer Portal.

- 2.8 The Merchant 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. The Merchant shall comply with the DuitNow Brand Guidelines at all times.
- 2.9 For the purpose of **Clause 2.8**, 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 Brand. In the event of such breach, the Merchant sub-licensed rights of using the DuitNow Brand shall revoke and cease immediately, and whereupon this agreement shall be terminated accordingly. Upon termination, **Clause 2.10** shall apply accordingly.
- 2.10 Upon termination of these terms, the Merchant will do the following:
1. Immediately advise its Payers that they will no longer accept payment via DuitNow AutoDebit from the effective date of termination of the Merchant's access to DuitNow AutoDebit services;
 2. The Merchant will continue to maintain an account with the Crediting Participant to credit bill collection for a period of not less than five (5) Business Days after the effective date of termination;
 3. Shall ensure that all transactions are completed and completely processed;
 4. Cease all promotional and advertising that is related, or can be perceived to be related to the DuitNow AutoDebit services;
 5. Remove all DuitNow Brand and marks from the Merchant's payment channels; and
 6. Return to DuitNow AutoDebit Owner & Operator all software, documents and intellectual property assets for DuitNow AutoDebit service.
- 2.11 The whole of **Clause 3** herein shall survive termination of these terms. Termination does not affect either party's rights accrued, and obligations incurred before termination.

3. Obligation of Crediting Participant

- 3.1 The Crediting Participant shall implement reasonable measures that it deems necessary to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected.

4. Recovery of Funds

- 4.1 The Merchant shall assist the Crediting Participant with investigation of erroneous/mistaken payments and unauthorised/fraudulent payments, shall make the necessary refund(s) to the Payers, Debiting Participants, as the case may be, in the event that it is found the Merchant is responsible for such erroneous/mistaken payment and unauthorised/fraudulent payment, as the case may be.
- 4.2 In the event erroneous/mistaken payment is caused by the Merchant after verification and confirmation from the Merchant with respect to such erroneous/mistaken payment, the Crediting Participant shall immediately reverse out all debits erroneously posted to the Bank's Customer's account regardless whether funds have been recovered from other affected parties.

5. Erroneous/Mistaken DuitNow AutoDebit Payments

- 5.1 The Crediting Participant shall inform the Merchant once the Crediting Participant receives a request to recover funds that is wrongly credited to the Merchant due to an erroneous/mistaken payment. The Merchant must facilitate the recovery of funds process stated in **Clause 5.2**.
- 5.2 Upon receiving a recovery of funds request for erroneous/mistaken payment, the Crediting Participant has the right to debit the Merchant's account to recover funds within five (5) Business Days provided the following conditions are met:
1. If the recovery of funds request is received within ten (10) Business Days from date of the erroneous/mistaken payment and:
 - a. The Crediting Participant is fully satisfied that funds were erroneously or mistakenly credited to the Merchant's account;
 - b. The Crediting Participant has provided notification to the Merchant regarding the proposed debit of Merchant's account; and
 - c. There is sufficient balance in the Merchant's account to cover the recovery amount.
 2. If the recovery of funds request is received between eleven (11) Business Days and seven (7) months from date of erroneous/mistaken payment and:
 - a. The Crediting Participant is fully satisfied that funds were erroneously or mistakenly credited to the Merchant's account;
 - b. The Crediting Participant has provided written notification to the Merchant where the erroneous/mistaken payment will be recovered through debiting the Merchant's accounts within ten (10) Business Days of the notifications unless the Merchant provides reasonable evidence to substantiate ownership of the funds in question; and
 - c. There is sufficient balance in the Merchant's account.
 3. If the recovery of funds request is received after seven (7) months from date of erroneous/mistaken payment:
 - a. The Crediting Participant has sought the Merchant's consent to debit the Merchant's account to recover funds, and the Merchant has given its consent to debit its account within ten (10) Business Days
- 5.3 When the Merchant receives a request for consent from Crediting Participant as described in **Clause 5.2 (3a)** Merchant shall not unreasonably withhold consent to debit its account when there is a legitimate recovery of funds request.
6. Unauthorised/Fraudulent DuitNow AutoDebit Payments
- 6.1 The Crediting Participant shall inform the Merchant once the Crediting Participant receives a request to recover funds that was credited to the Merchant due to an unauthorised/fraudulent payment. The Merchant must facilitate the recovery of funds process stated in **Clause 6.2**.
- 6.2 If the Merchant receives unauthorised/fraudulent payment, the Merchant shall:
1. Immediately take all practicable measures to prevent the use or application of unauthorised/fraudulently transferred funds for the benefit of the Beneficiary of Fraud;
 2. Furnish to the Crediting Participant within seven (7) Business Days, information, including but not limited to the name, address, contact information and national identity card number/passport number to conclusively identify the Beneficiary of Fraud;
 3. Take all practicable measures permissible under the 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 taking legal action against the Beneficiary of Fraud; and

4. Immediately provide information required in **Clause 6.2 (2)** to the Debiting Participant to facilitate the Debiting Participant's investigation.
- 6.3 In the event of unauthorised/fraudulent payment is received by the Merchant, the Crediting Participant shall do the following (upon becoming aware of the fraud):
1. Investigate the Merchant to determine whether the Merchant is implicated in the fraud. If the Crediting Participant has sufficient grounds to suspect the Merchant is involved in the fraud or is benefiting from the fraud, the Crediting Participant shall prevent withdrawal or use of the remaining funds in the Merchant's account with the Crediting Participant until there is satisfactory resolution of Unrecoverable Loss.
 2. The Merchant shall facilitate the Crediting Participant's investigation.
- 6.4 In the event the Merchant is responsible for Fraudulent Payment Instruction, **Clause 9** shall apply accordingly.

7. Dispute Resolution

- 7.1 Merchant may lodge a complaint with the DuitNow AutoDebit Owner & Operator if there are allegations of Crediting Participant's non-compliance to the DuitNow AutoDebit rules as reflected in these terms.
- 7.2 The DuitNow AutoDebit Owner & Operator shall review of such complaints and allegations in accordance with **Clause 7.3**.
- 7.3 Merchant shall have the right to refer their disputes to the DuitNow AutoDebit Owner & Operator if there is an allegation of Participant's non-compliance to the DuitNow AutoDebit rules. The DuitNow AutoDebit Owner & Operator will review such complaints and allegations, but such review will be confined to:
1. Determination whether there has been non-compliance;
 2. Stipulating remedies for Participant to correct or address the non-compliance; and
 3. Determination if penalties are applicable for the non-compliance.
- 7.4 All decisions rendered by the DuitNow AutoDebit Owner & Operator in response to complaints from Merchant shall be prima facie binding on the Crediting Participant.

8. Indemnity

- 8.1 Subject to the other party's compliance with **Clause 8.2**, 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 or for which the other party may become liable as a result of:
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;

2. Any claim by a Payer, Crediting Participant, Debiting Participant, DuitNow AutoDebit Owner & Operator or any other person for any breach by the Indemnifying Party of any applicable laws;
 3. The failure of the Indemnifying Party to observe any of its obligations under this agreement; or
 4. Any use of the DuitNow Brand by the Indemnifying Party other than as permitted by this agreement.
 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 8.1 (1-4)**
- 8.2 In the event a claim is made against a party in respect of which it is entitled to be indemnified pursuant to **Clause 8.1** that party must:
1. Give notice of any such claim to the other party;
 2. Consult with the other party in relation to any such claim; and
 3. Not to settle any claim without obtaining the prior written consent of the other, such consent not to be unreasonably withheld.
- 8.3 The Crediting Participant is not liable to the Merchant for any loss or damage suffered by the Merchant as result of:
1. A missing or erroneous payment; and
 2. The delay or disruption caused by any system failure beyond the Crediting Participant's reasonable control.

9. Suspension

- 9.1 The DuitNow AutoDebit Owner & Operator or the Crediting Participants, as the case may be, reserve the right to suspend the Merchant's access to the DuitNow AutoDebit service under the following circumstances, which includes, but not limited to:
1. The Merchant breached this agreement, applicable rules, guidelines, regulations, circular or laws related to DuitNow AutoDebit that was communicated to the Merchant by the Crediting Participant;
 2. The Merchant has inadequate operational controls or insufficient risk management processes, resulting in potential threats to the stability, integrity, safety and efficiency of DuitNow AutoDebit and/or RPP;
 3. The Merchant is suspected on reasonable grounds that it has committed or will commit fraudulent act in connection with the DuitNow AutoDebit; and
 4. DuitNow AutoDebit Owner & Operator has determined that the Merchant is inactive in the service, after a continuous period of twelve (12) months in which the Merchant does not receive any Payment Instructions.
- 9.2 Upon suspension of the Merchant:

1. The services provided to the Merchant under the DuitNow AutoDebit services will be suspended immediately;
2. The Merchant will no longer have access to RPP participant portal;
3. The Merchant shall stop issuing any bills with DuitNow Brand and is responsible for finding alternative method to issue bills during the suspension period;
4. The Merchant shall stop sending Payment Requests and/or accepting Payment Instructions for the purpose of collecting funds via DuitNow AutoDebit;
5. The Merchant must take all reasonable steps to assist the Crediting Participants to notify each Payers affected by the action that the Merchant is no longer participating in DuitNow AutoDebit, in the form directed by the Crediting Participant;
6. The Merchant must cease all promotional and advertising that is related or can be perceived to be related to DuitNow AutoDebit;
7. The Merchant shall remove all DuitNow Brand from the Merchant's marketing collaterals, channels and website; and
8. The Merchant must take all reasonable steps to comply with any directions of the Crediting Participants to minimize the impact on Payers of the suspension or termination.

10. Termination

10.1 The DuitNow AutoDebit Owner & Operator or the Crediting Participant, as the case maybe, reserve the right to terminate the services provided under this agreement or DuitNow AutoDebit Scheme under the following circumstances, which includes, but not limited to:

1. This agreement between the Merchant and the Crediting Participant is terminated or expired;
2. The Merchant breached this agreement, applicable rules, guidelines, regulations, circulars or laws related to DuitNow AutoDebit that was communicated to the Merchant by the Crediting Participant;
3. The Merchant fails to remedy or take adequate steps to remedy its default under this agreement to the satisfaction of the Crediting Participant or the DuitNow AutoDebit Owner & Operator, as the case maybe, within the timeframe specified by the Crediting Participant;
4. The Merchant has inadequate operational controls or insufficient risk management processes resulting in potential threats to the stability, integrity, safety and efficiency of the DuitNow AutoDebit and/or RPP;
5. Court order(s) affecting the Merchant or the Crediting Participant membership and/or legal status;
6. Directive(s) issued by regulatory or government authority affecting the Merchant or the Crediting Participant(s) membership and/or legal status;
7. The Merchant's insolvency;
8. The Crediting Participant's membership in DuitNow AutoDebit, DuitNow Consent, RPP or RENTAS is terminated or suspended and the Merchant has not appointed a replacement

Crediting Participant; and

9. The DuitNow AutoDebit Owner & Operator has determined the Merchant is inactive or the Merchant is deemed inactive when there are no DuitNow AutoDebit transactions for a period of twelve (12) consecutive months.
- 10.2 Upon termination of this agreement, the participation of Merchant in DuitNow AutoDebit is automatically terminated and the Merchant will no longer have access to DuitNow AutoDebit and the services provided under DuitNow AutoDebit.

11. Advertisement and Use of Logo

- 11.1 The Merchant must use the appropriate denotation or legend of trademark registration or ownership in connection with DuitNow Brand, as required or consented to by the Crediting Participant.
- 11.2 The Merchant is granted the consent to use the denotation or legend of the trade mark of DuitNow Brand, for the sole purpose of publicising, indicating and advertising that the Merchant accepts Payment Instruction through the DuitNow AutoDebit.
- 11.3 In the event of non-compliance or infringement or potential infringement or misuse of the DuitNow Brand, the DuitNow AutoDebit Owner & Operator or the Crediting Participant have the absolute right to revoke the consent granted and the Merchant shall cease all use of the denotation and trade mark of the DuitNow Brand by the Merchant with or without giving reason whatsoever.
- 11.4 If the Merchant desires to use a denotation or legend of trade mark registration or ownership in connection with any mark other than the DuitNow Brand, but used in association with the DuitNow Brand, the Merchant may do so provided that such use will not adversely affect the rights of the DuitNow AutoDebit Owner & Operator in the DuitNow Brand; and the specification for such use is notified in writing to the Crediting Participant, and the Crediting Participant gives its written approval to that specification prior to such use.
- 11.5 The Merchant must not use the DuitNow Brand in such a way to create an impression that the goods or services offered by the Merchant are sponsored, produced, offered or sold by the owner of the DuitNow Brand. The Merchant must not adopt “**DuitNow AutoDebit**” 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.
- 11.6 The Merchant must immediately on becoming aware of any infringement or potential infringement of the DuitNow Brand, notify the Crediting Participant.

12. Crediting to Merchant

- 12.1 Crediting Participants 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.
- 12.2 Crediting Participants 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 Payments Instructions.

13. Voluntary Exit from DuitNow AutoDebit

- 13.1 Merchant has the option to terminate their access to the DuitNow AutoDebit by giving thirty (30) days prior written notification to the Crediting Participant. [Note to the Crediting Participant: Please add in any additional requirements for the said termination, if any.]

14. Provision of Reconciliation Information

- 14.1 Crediting Participant 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:

1. Reference No. or Business Message Identifier;
2. Recipient Reference;
3. Other Payment Details and Extended Reference Information, where applicable;
4. Transaction amount;
5. Transaction date and time;
6. Debiting Participant's name;
7. Account type;
8. Payer's name;
9. Gross total transaction value;
10. Total transaction volume; and
11. Total fees/ commissions charged

- 14.2 Crediting Participant shall deliver to the Merchant, the information described in **Clause 14.1**, at the minimum in the following manner:

1. Data files or electronic files;
2. Statements or e-statements;
3. E-Mails; or
4. Reports, either electronic or in hardcopies.

15. Liability for Unrecoverable Loss

- 15.1 For erroneous payment/mistaken payment/unauthorised payment 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.
- 15.2 If the Crediting Participant has reasonable grounds to conclude after its investigation that the Merchant caused the Unrecoverable Loss, the Crediting Participant will notify the Merchant and has the right to freeze funds in the Merchant's account until there is satisfactory resolution of Unrecoverable Loss. The amount frozen shall amount to no more than the amount of the Unrecoverable Loss.

- 15.3 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, this will not prohibit the Crediting Participant to take legal action against the Merchant, to the extent permissible by law, to make good the Unrecoverable Loss incurred.
- 15.4 The Crediting Participant shall refund DuitNow AutoDebit fees incurred for erroneous payment/mistaken payment/unauthorised payment and /or fraudulent payment, if the error was not caused by 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 transactions fees for executing the refund.
- 16. Representation and Warranty**
- 16.1 The Merchant acknowledges and agrees that the obligation of confidentiality extends but not limited to those specified in **Clause 19**, the disclosure of fees and charges contained in this agreement; and any technology or know-how related to the Scheme or the performance of this agreement.
- 16.2 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 the Crediting Participant, Payer Bank and the Scheme Operator to breach any personal data protection laws.
- 17. Disclaimer**
- 17.1 The Scheme Operator and Crediting Participant 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 the Crediting Participant in connection with the operations and services provided by the Crediting Participant in the Scheme. The Merchant agrees that it will communicate and resolve any dispute in relation to the aforesaid matters with the Crediting Participant.

18. Confidentiality

18.1 The Merchant 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.

18.2 **Clause 18.1** shall not apply to information which:

1. Is or has at the time of use or disclosure become public knowledge without any breach of this agreement by the parties;
2. Is or has at 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;
3. Is lawfully obtained by a party from third parties without any obligation by the party to maintain the information proprietary or confidential;
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 this agreement;
5. Is independently developed by a party without reference to or use of the other party's Confidential Information; or
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, takeover panel or other public or quasi-public body as required bylaw 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.

19. Variation and Waiver

19.1 The Crediting Participant 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.

19.2 Any provisions herein cannot be waived except in writing signed by the party granting the waiver.

20. Severability

20.1 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.

21. Force Majeure

21.1 The Crediting Participant 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 agreement for reasons which could not be reasonable diligence be controlled or prevented by the Crediting Participant, including but not limited to, strikes, acts of God, acts of government not limited to movement control order, 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.