



Al Rajhi Banking & Investment Corporation (Malaysia) Berhad (Company No.: 719057-X)

DUITNOW TERMS AND CONDITIONS

Al Rajhi Banking & Investment Corporation (Malaysia) Berhad (Company No.: 719057-X) will be referred as “Al Rajhi Bank”.

In these DuitNow Terms and Conditions (“Terms”), references to “you”, “your” and “yours” refers to the Al Rajhi Bank’s customer who is utilising the DuitNow Services and has an account with Al Rajhi Bank and reference to “we”, “our”, “ours” and “us” refers to Al Rajhi Bank.

Definitions

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

“**DuitNow**” means a service which allows customers to initiate and receive instant credit transfers using a recipient’s account number or DuitNow ID.

“**DuitNow ID**” means common identifiers of an account holder such as a mobile number, National Registration Identity Card numbers (NRIC), passport number, military number or police number (in the case of an individual) or business registration number (in the case of a corporate customer) or any other common identifiers as may be introduced by the DuitNow Operator from time to time.

“**DuitNow Operator**” means Payments Network Malaysia Sdn Bhd (PayNet) (Company No: 836743-D).

“**National Addressing Depository (NAD)**” means a central addressing depository established by the NAD Operator that links a bank account or an e-money account to a recipients DuitNow ID and facilitates payment to be made to a recipient by referencing the recipient’s DuitNow ID.

“**Personal Data**” means personal data pursuant to the Personal Data Protection Act 2010 which shall include any information in respect of commercial transactions that relate directly or indirectly to a customer, who is identified or identifiable from that information which includes, but not limited to, the customer’s name, address, identification card number, passport number, banking information, email address and contact details.

1. Introduction

1.1 These Terms shall govern the use of the DuitNow service offered by us. The DuitNow service allows you to transfer an amount specified by you from your designated bank or e-money account maintained with us, to a bank or e-money account maintained by your recipient at a participating DuitNow participant via Pay-to-account number or pay via DuitNow ID, or such other means as prescribed by us or the DuitNow Operator from time to time.

1.2 The DuitNow service offered by us is part of the electronic banking/e-money services, and accordingly these Terms are in addition to and shall be read in conjunction with the Terms and Conditions of Al Rajhi Current Account-*i* Agreement, Terms and Conditions for Al Rajhi Bank Online Cash Management Services (alrajhicashbiz@24seven).

1.3 By using the DuitNow service, you acknowledge that you accept these Terms and that these Terms are in addition to the existing terms and conditions that govern your use of the accounts and services made available by us to you.

2. DuitNow Services

2.1 If you wish to send funds via DuitNow, you must first initiate a payment by entering the recipients' DuitNow ID in our Internet and Mobile Banking channels.

2.2 We will perform a "look-up request" to verify the recipient's registration of its DuitNow ID in NAD and if the recipient is registered, we will display the name of such registered DuitNow recipient.

2.3 You are responsible for the correct entry of the recipients DuitNow ID and ensuring that the recipient's name displayed is the intended recipient of the funds prior to confirming the DuitNow transaction.

2.4 We will notify you on the status of each successful, failed or rejected DuitNow transaction via any of our available communication channels chosen by you.

2.5 You acknowledge and agree that we shall have no duty to and shall not be required to take any steps to verify or seek any confirmation from any party as to whether such registered recipient is the intended recipient, and we shall not be liable for transferring the funds to such registered recipient even if such person is not the intended recipient.

2.6 Pursuant to Clause 2.5 above, you agree that once a DuitNow transaction has confirmed, it will be deemed irrevocable and you will not be able to cancel, stop or perform any changes to that DuitNow transaction.

3. Multiple Look-Up Requests

3.1 You are advised not to submit multiple "look-up requests" without a confirmed DuitNow transaction.

3.2 Without prejudice to any of our rights and remedies, we reserve the right to terminate or suspend your access to and use of the DuitNow service where we consider in our sole discretion that inappropriate, fraudulent or suspicious use is being made of the DuitNow services, such as where multiple "look-up requests" are submitted without a confirmed DuitNow transaction. You are advised to contact us should you encounter any issues relating to the foregoing.

4. Recovery of Funds

4.1 You have the rights in relation to the investigation and recovery of mistaken payments, erroneous payments and/or unauthorised (includes fraudulent) DuitNow transactions made from your account.

4.2 You acknowledge and agree that, any requests for recovery of funds where you made an erroneous DuitNow transaction or where you alleged that the DuitNow transaction was not authorised by you or was fraudulent will be subject to the recovery of funds conditions prescribed by DuitNow Operator from time to time.

5. Erroneous DuitNow Transaction

5.1 If you have made an erroneous DuitNow transaction, you may request for recovery of the funds within ten (10) Business Days from the date of the erroneous DuitNow transaction was made and we will contact the affected recipient's bank to return the said funds to you within seven (7) Business Days provided the following conditions are met:

5.1.1 The funds were actually wrongly credited into the affected recipient's account;

5.1.2 If funds have been wrongly credited, whether the balances in the affected recipient's account is sufficient to cover the funds recovery amount;

5.1.2.1 If the balances are sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and

5.1.2.2 If the balances are not sufficient to cover the recovery amount, the erroneously credited funds may not be fully recoverable and the recipient's bank may partially remit the recoverable fund back to you.

5.2 If you have made an erroneous DuitNow transaction, you may request for recovery of funds between eleven (11) Business Days and seven (7) months from the date the erroneous DuitNow transaction provided the following conditions are met:

5.2.1 The affected receiving participant is fully satisfied that funds were erroneously credited to the affected recipient;

5.2.2 We will 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 shall debit the affected recipients' account and remit the funds back to you.

5.3 You may request to recover funds after (7) months from the date of the erroneous DuitNow transaction provided:

5.3.1 The affected recipient's bank is fully satisfied that funds were erroneously credited to the affected recipient;

5.3.2 The affected recipient's bank shall obtain from the affected recipient the consent to debit the affected recipient's account within ten (10) Business Days; and

5.3.3 Once consent is obtained, the affected recipient's bank shall debit the affected recipient's account and remit the funds back to you within one (1) Business Day.

5.4 You agree that we shall not be liable if such refunds are not successful for any reasons including where the affected recipient has not consented.

6. Unauthorised or Fraudulent DuitNow Transaction

6.1 For DuitNow transactions which were not authorised by you or which are fraudulent, we will, upon receiving a report from you alleging that an unauthorised or fraudulent DuitNow transaction was made, remit the funds back to you provided the following conditions are met:

6.1.1 Upon completion of our investigation within fourteen (14) Business Days from acknowledgements of receipt of your report, we have determined that the unauthorised or fraudulent payment did occur; and

6.1.2 That we are satisfied with the occurrence of the unauthorised or fraudulent payment instruction and was not caused by you, we shall initiate a reversal process whereby all debit posted to your account arising from the unauthorised or fraudulent payment instruction would be reversed.

7. Liability and Indemnity

7.1 You acknowledge and agree that, unless expressly prohibited by mandatory laws, we and the DuitNow Operator shall not be liable to you or any third party for any direct, indirect or consequential losses, liabilities, costs, damages, claims, actions or proceedings of any kind whatsoever in respect to any matter of whatsoever nature in connection with the DuitNow service offered by us arising from:

7.1.1 Your negligence, misconduct or breach of any of these Terms;

7.1.2 Any erroneous transfer of funds by you, including any transfer of funds to the wrong DuitNow ID, wrong recipient or wrong third party;

7.1.3 Any failure, delay, error or non-transmission of funds due to system maintenance, breakdown or non-availability of any network, software or hardware of Al Rajhi Bank and the DuitNow Operator; or

7.1.4 The suspension, termination or discontinuance of the DuitNow Service.

7.2 You shall indemnify, defend and hold us, our 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 you (including but not limited to your negligence, misconduct or breach of any of these Terms).

8. General

8.1 We reserve the right to revise at any time, such charges for the use of the DuitNow Service, upon notice to you. Such revisions shall take effect from the date stated in the notice. Where you continue to access or use the DuitNow service after such notification, you shall be deemed to have agreed to and accepted such revisions to such charges.

8.2 You acknowledge that we may terminate your use of the DuitNow Service with us for any reason, at any time and without prior notice.

8.3 You acknowledge that we have the right to change, restrict, vary, suspend or modify these Terms by providing you with thirty (30) days prior notice in such manner as we deem fit.

8.4 You acknowledge that when you use the DuitNow Service, you have agreed and consented to the collection, use and disclosure of your Personal Data by us, our affiliates, our service providers and the DuitNow Operator as required for the purposes of the DuitNow Service. Your consent and our right to disclose information shall be in addition to, and without prejudice to any other future or existing consent(s) that may have been or will be given by you to us and the rights accorded to you under the Personal Data Protection Act 2010 and any other applicable laws, regulations and directives in Malaysia.

8.5 The Terms contained herein shall prevail over any inconsistent terms, conditions, provisions or representation contained in any other promotional or advertising materials for DuitNow service.

8.6 These Terms may be translated into other languages. In the event of inconsistencies between these Terms and the translated versions, the English version shall prevail.

8.7 For all intents and purposes, this Terms is intended to be Shariah compliant document in accordance with the relevant Shariah principles. Each Part has independently made its own assessment as to the Shariah compliance of this Terms. The Parties confirm that they do not have any objection as to the Shariah compliance of this Terms and they irrevocable and unconditionally agree that they will not raise any claim, objection as to matters of Shariah Compliance in respect of or otherwise in relation to any of the provisions of this Terms.

So far as it does not contradict the above, these Terms are governed by and shall be construed in accordance with the laws of Malaysia and the Parties agree to submit to the non-exclusive jurisdiction of court of Malaysia.