

## TERMS AND CONDITIONS GOVERNING DUITNOW AUTODEBIT

In these DuitNow Terms and Conditions (“Terms”), references to “You”, “Your” and “Yours” refer to the Payer who is utilising the DuitNow service and has an account with and references to “We”, “Our”, “Ours” and “Us” refer to Bank of China (Malaysia) Berhad.

### 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 Payers 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 Payer) or any other identifiers as may be introduced by the DuitNow Operator from time to time.

“**DuitNow AutoDebit Request**” means a service that allows Payers or merchant to initiate DuitNow AutoDebit/consent request registration or maintenance using Payer’s DuitNow ID.

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

“**Electronic Banking Channel**” means the electronic banking channels provided by Us, which shall include BOCnet (web version), BOC Mobile Banking, ERPi (host to host version), Intelligent Global Transaction Banking “iGTB” net (web version), iGTB mobile (mobile app version), iGTB connect (host to host version)

“**National Addressing Database (NAD)**” means a central addressing depository established by the NAD Owner & Operator that links a bank account 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.

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

### 1. Introduction

1.1 These Terms apply to and regulate Your use of the DuitNow AutoDebit Request service offered by Us. The DuitNow AutoDebit Request service allows You to get your consent registered or get your consent registered via merchant from Your designated bank or e-money account maintained with Us, to a bank or e-money account maintained by Your recipient at a participating DuitNow AutoDebit Request participant, or such other means as prescribed by Us or the DuitNow AutoDebit Operator from time to time.

1.2 The DuitNow AutoDebit Request service offered by Us is part of the Electronic Banking Channel/e-Money Services, and accordingly these Terms are in addition to and shall be read in conjunction with Our Terms and Conditions Governing Electronic Banking Services.

## 2. DuitNow AutoDebit Registration Request Service

- 2.1 We will notify You on the status of each successful DuitNow AutoDebit Request via any of Our available communication channels chosen by You.
- 2.2 You acknowledge and agree the We shall have no duty to and shall not be required to take any steps to verify or seek any other confirmation from any party as to whether such registered recipient is the intended recipient, and We shall not be liable for confirming the DuitNow AutoDebit Request for such registered recipient even if such person is not the intended recipient.
- 2.3 Pursuant to Clause 2.2 above, You agree that once a DuitNow AutoDebit Request has confirmed, it will be deemed irrevocable and You will not be able to cancel, stop or perform any changes to that DuitNow AutoDebit request.

## 3. Recovery of Funds

- 3.1 In the event the DuitNow AutoDebit Request involves debiting amount of money from the account, You have rights in relation to the investigation and recovery of erroneous payments and unauthorised (includes fraudulent) DuitNow AutoDebit Request and transactions made from Your account.

## 4. Erroneous DuitNow AutoDebit Request

- 4.1 If You have made an erroneous DuitNow AutoDebit Request, You may request for recovery of the funds within ten (10) Business Days from the date the erroneous DuitNow AutoDebit Request was made and We will work with the affected recipient's bank/ e-money issuer to return the said funds to You within seven (7) Business Day provided the following conditions are met:
  - 4.1.1 The request was wrongly routed into the affected recipient's account; or
  - 4.1.2 If funds have been wrongly debited, whether the balances in the affected recipient's account is sufficient to cover the funds' recovery amount:
    - 4.1.2.1 If the balances are sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and
    - 4.1.2.2 If the balances are not sufficient to cover the recovery amount, the erroneously credited funds may not be fully recoverable and the recipient's bank/ e-money issuer may partially remit the recoverable fund back to You.
- 4.2 Request for recovery of funds between eleven (11) Business Days and seven (7) months from the date the erroneous DuitNow AutoDebit Request was made:
  - 4.2.1 The affected recipient's bank is fully satisfied that funds were erroneously credited to the affected recipient; and
  - 4.2.2 Deliver notifications to the affected recipients in writing regarding the funds recovery requests whereby the erroneously credited funds would be recovered through debiting the affected recipients' accounts within ten (10) Business Days of the notifications unless the affected recipient provides reasonable evidences that the affected recipient is entitled to the funds in question. After fifteen (15) Business Day, if the affected recipients fail to establish their entitlement to the

funds, the affected recipient's bank/ e-money issuer shall debit the affected recipients' account and remit the funds back to You.

- 4.3 Requests to recover funds after seven (7) months from the date of the erroneous DuitNow AutoDebit Request was made:
- 4.3.1 The affected recipient's bank/ e-money issuer is fully satisfied that funds were erroneously credited to the affected recipient;
  - 4.3.2 The affected recipient's bank/ e-money issuer shall obtain from the affected recipient the decision whether to grant consent within ten (10) Business Days; and
  - 4.3.3 Once consent is obtained, the affected recipient's bank/ e-money issuer shall debit the affected recipient's account and remit the funds back to You within one (1) Business Day.

## **5. Unauthorised or Fraudulent DuitNow AutoDebit Request**

- 5.1 For DuitNow AutoDebit Request which were not authorised by You or which are fraudulent, We will, upon receiving a report from You alleging that an unauthorised or fraudulent DuitNow AutoDebit Request was made, if in the event money has debited, remit the funds back to You provided the following conditions are met:
- 5.1.1 We shall conduct an investigation and determine within fourteen (14) calendar days, if the unauthorised or fraudulent payment did occur; and
  - 5.1.2 If We are satisfied that the unauthorised or fraudulent payment request did indeed occur and was not caused by You, We shall initiate a reversal process whereby all debit posted to Your account arising from the unauthorised or fraudulent DuitNow AutoDebit Request and money has debited would be reversed.

## **6. Liability and Indemnity**

- 6.1 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 services offered by Us arising from:
- 6.1.1 Your negligence, misconduct or breach of any of these Terms;
  - 6.1.2 Any failure, delay, error or non-transmission of funds due to system maintenance, breakdown or non-availability of any network, software or hardware of Bank of China (Malaysia) Berhad and the DuitNow Operator; or
  - 6.1.3 The suspension, termination or discontinuance of the DuitNow services.
- 6.2 You shall indemnify Us, Our affiliates, and the DuitNow Operator against any loss or damage suffered due to any claim, demand or action brought against Us, Our affiliates, and the DuitNow Operator resulting from any negligent and/or fraudulent act to the DuitNow Terms and Conditions by You.



中國銀行 马来西亚

BANK OF CHINA (MALAYSIA) BERHAD (511251-V)

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## 7. General

- 7.1 We reserve the right to revise at any time, such charges for the use of the DuitNow services, by providing you with a thirty (30) days written notice to You. Such revisions shall take effect from the date stated in the notice. Where You continue to access or use the DuitNow services after such notification, You shall be deemed to have agreed to and accepted such revisions to such charges.
- 7.2 You acknowledge that We may terminate Your use of the DuitNow services with Us for any reason, with prior notice.
- 7.3 You acknowledge that We have the right to change, restrict, vary, suspend or modify these Terms by providing You with thirty (30) days' notice in such manner as We deem fit.
- 7.4 You consent 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 services.
- 7.5 These Terms are governed by and shall be construed in accordance with the laws of Malaysia