

DuitNow Terms and Conditions

Important Notice: You are advised to read and understand the terms and conditions (“Terms”) below before applying for DuitNow and if you do not understand any of the Terms, you may clarify with the Bank.

In these Terms, references to “**You**”, “**Your**” and “**Yours**” refer to the customer of CIMB Bank Berhad (“**CIMB Bank**”) and/or CIMB Islamic Bank Berhad (“**CIMB Islamic**”) who is utilizing the DuitNow service and has an account with CIMB Bank and/or CIMB Islamic, as the case may be and references to “**We**”, “**Our**”, “**Ours**” and “**Us**” refer to CIMB Bank and/or CIMB Islamic. These Terms shall be read in conjunction with the terms and conditions of subscription and access to BizChannel@CIMB.

DEFINITIONS

“ Account ”	means an E-money account offered by issuers of e-money and all types of deposit accounts offered by banks, except for fixed deposit accounts. This shall include, but is not limited to, savings accounts, current accounts and virtual internet accounts.
“ 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, 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 Payment Network Malaysia Sdn. Bhd. (Registration No.: 200801035403 (836743-D)).
“ 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 a means of making payment to any person other than the issuer of e-money.
“ 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 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 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 (in the case of an individual customer) or the customer’s employees’ or officers’ or any individual’s name, address, identification card number, passport number, banking information, email address and contact details (in the case of a corporate customer) provided by the customer.

1. INTRODUCTION

- 1.1 These Terms apply to and regulate Your use of the DuitNow service offered by Us. The DuitNow service allows You to transfer an amount specified by You from Your designated Account maintained with Us, to a bank or an Account maintained by Your recipient at a participating DuitNow participant bank via Pay-to-account number and 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 service and accordingly, these Terms are in addition to and shall be read in conjunction with the BizChannel@CIMB Terms and Conditions.

2. DUITNOW SERVICE

- 2.1 If you wish to send funds via DuitNow, You must first initiate a payment by entering the recipient's DuitNow ID in Our BizChannel@CIMB.
- 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 recipient's 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 the We shall have no duty to and shall not be required to take any steps to validate or 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 transferring the funds to such registered recipient even if such person is not the intended Recipient.
- 2.6 Pursuant to Clause 2.4 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. We shall not display the results of the "Look-Up Requests" upon five (5) consecutive Look-Up Requests that are not followed with 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 discretion that inappropriate, fraudulent or suspicious use is being made of the DuitNow service, 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

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

5. ERRONEOUS DUITNOW TRANSACTION

- 5.1 If You have made an erroneous DuitNow transaction, we will work with the affected recipient bank to return the said funds to You in the manner set out in below subject to the following:
 - (a) The funds were actually erroneously credited into the affected recipient's account and the affected recipient bank is fully satisfied that funds were erroneously credited to the affected recipient;
 - (b) The balances in the affected recipient's account is sufficient to cover the funds recovery

amount;

(c) If there are no balances or the balances are not sufficient to cover the recovery amount, the erroneously credited funds may not be recovered or fully recoverable and the recipient's bank may not or may partially remit the recoverable fund back to You; and

(d) Us receiving the funds from the recipient bank,

5.1.1 You may request for recovery of the funds within ten (10) Business Days from the date the erroneous DuitNow Transaction was made to return the said funds to You within seven (7) Business Day.

5.1.2 You may request for recovery of funds between eleven (11) Business Days and seven (7) months from the date the erroneous DuitNow transaction was made. We would deliver a notification to the recipient bank regarding the funds recovery request whereby the erroneously credited funds would be recovered through debiting the affected recipient's account within ten (10) Business Days of the notification unless the affected recipient provides reasonable evidence that the affected recipient is entitled to the funds in question. After fifteen (15) Business Days, if the affected recipient fails to establish its entitlement to the funds, the affected recipient bank shall debit the affected recipient's account and remit the funds back to You.

5.1.3 You may request for recovery of funds after (7) months from the date of the erroneous DuitNow transaction was made to return the said funds to You.

5.2 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

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:

(a) We shall conduct an investigation and determine within fourteen (14) Calendar Days, if the unauthorised or fraudulent payment did occur; and

(b) If We are satisfied that the unauthorised or fraudulent payment Instruction 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 Payment Instruction would be reversed.

7. LIABILITY AND INDEMNITY

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:

(a) Your negligence, misconduct or breach of any of these Terms;

(b) Any erroneous, unauthorised or fraudulent transfer of funds by You, including any transfer of funds to the wrong DuitNow ID, wrong recipient or wrong third party;

(c) Any failure, delay, error or non-transmission of funds due to system maintenance, breakdown or non-availability of any network, software or hardware of CIMB Bank and/or CIMB Islamic, as the case may be and the DuitNow Operator; or

(d) 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. DATA PROTECTION

- 8.1 Your consent and Our right to disclose information shall be in addition to, and without prejudice to the rights accorded to You under the Personal Data Protection Act 2010, where applicable, and any other applicable laws in Malaysia.
- 8.2 We will only disclose, use and process the Personal Data for the purpose of facilitating the DuitNow service.
- 8.3 You:
- (a) confirms that You have duly obtained the consent of the individuals (“Individuals”) whose Personal Data is disclosed to Us and to the classes of parties described in the CIMB Group Privacy Notice (which is available at www.cimb.com.my) for processing pursuant to the Personal Data Protection Act, 2010 for the purpose of the DuitNow service;
 - (b) undertake to update Us in writing should there be any changes to the Personal Data of any of the Individuals and any revocation of such consent; and
 - (c) agree that We may review Our provision of the DuitNow services should the consent be revoked by any of the Individuals.

9. GENERAL

- 9.1 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.
- 9.2. You acknowledge that We may terminate Your use of the DuitNow service with Us for any reason, at any time and without prior notice.
- 9.3 You acknowledge that We have the right to change, restrict, vary, suspend or modify these Terms by providing You with not less than thirty (30) days’ notice in such manner as We deem fit and You agree to be bound by such Terms as changed, restricted, varied, suspended or modified.
- 9.4 These Terms are governed by and shall be construed in accordance with the laws of Malaysia.