

Terms and Conditions Governing the National Addressing Database (“NAD”)

Important Notice: You are advised to read and understand the following terms and conditions (“Terms”) 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 uses the National Addressing Database (“NAD”) and references to “We”, “Our” and “Ours” and “Us” refer to CIMB Bank and/or CIMB Islamic Bank Berhad. These Terms govern Your use of the NAD provided by Us and shall be read in conjunction with DuitNow Terms and Conditions and terms and conditions of subscription and access to BizChannel@CIMB.

1. DEFINITIONS

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| “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. |
| “Common ID” | means a unique identification of a customer which links all DuitNow IDs registered by the customer (in the case of an individual) such as the customer’s NRIC, army number, or police number, or for non-Malaysians, passport number or business registration number (in the case of a corporate customer) or any other identifies as may be introduced by the NAD Operator from time to time. |
| “DuitNow” | means a service which allows customers to initiate and receive credit transfers via a recipient’s account number or DuitNow ID. |
| “DuitNow ID” | means 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 identifies 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 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 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 (Registration 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 (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.

2. THE NAD SERVICE

- (a) The NAD service allows You to link an Account that You have with Us to Your DuitNow ID.
- (b) By linking Your DuitNow ID to your Account, You have the option of receiving incoming funds via DuitNow or any other payment services that address payments using Your DuitNow ID.
- (c) When You register Your DuitNow ID in NAD, You will also provide Us with Your Common ID which will be linked to Your Account with Your registered DuitNow ID. Your Common ID will be used by other NAD participating banks for the purpose of identifying You, as part of facilitating the DuitNow service.
- (d) Registration of Your DuitNow may be done via any application or maintenance form via internet or otherwise or via email or telephone call or such other means as may be prescribed by Us. You agree that We are not responsible or liable for any unauthorized registration by You or Your officers. You agree that We are entitled to rely and act on such registration without verification as to the authority.
- (e) You may link more than one of your DuitNow ID to the same Account. However, You may not link a particular DuitNow ID to multiple Accounts.

3. MODIFICATION AND DEREGISTRATION OF YOUR DUITNOW ID

- (a) You may update or change Your DuitNow ID that is linked to Your Account via the channels or such modes made available to You by Us from time to time. We will require a reasonable notice period to effect such changes or update.
- (b) You understand and agree that Your DuitNow ID that is linked to Your Account may be deregistered by Us immediately, due to the following circumstances:
 - (i) when You transfer Your existing DuitNow ID to another Account in another bank;
 - (ii) when You change/update Your DuitNow ID;
 - (iii) when Your Account that is linked to Your DuitNow ID is closed;
 - (iv) when Your mobile number (in the case of an individual) which You have provided to Us as Your DuitNow ID has been terminated and recycled for use by another person;
 - (v) after a period of inactivity as may be determined by Us;
 - (vi) when there is an investigation on You or Your DuitNow ID for potential any fraudulent or unauthorized or suspicious activity(ies); or
 - (vii) when You have breach any laws or regulations.
- (c) You will receive a confirmation of de-registration from us via BizChannel@CIMB or such modes as soon as the deregistration is confirmed. For avoidance of doubt, deregistration will only take effect from the date of Our confirmation to You.

4. YOUR INFORMATION

- (a) You represent and warrant that the DuitNow ID used for registration in NAD is valid and belongs to You and is correct, complete and up-to date for the use of the DuitNow service and You will promptly notify Us if there is any change to the DuitNow ID information provided to Us.

- (b) You acknowledge and agree that other NAD participating banks may perform a NAD Name enquiry of Your DuitNow ID for the purpose of verifying/identifying Your Name or Your identity to Your registered DuitNow ID, as part of facilitating the DuitNow service.
- (c) You acknowledge and consent to the disclosure of Your DuitNow ID, Your Common ID and other relevant Personal Data to the NAD Operator for its processing, storing, and archival and disclosure to the sender of funds under the DuitNow service, our affiliates, related corporations, service providers, other NAD participants and third parties offering the DuitNow service and their respective customers.
- (d) You acknowledge and agree that We may disclose your DuitNow ID information to anyone who We are under an obligation to disclose information to under the law or where it's in the public interest, for example to prevent or detect fraud and abuse.

5. DATA PROTECTION

- (a) 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.
- (b) We will only disclose, use and process Your DuitNow ID for the purpose of facilitating the DuitNow service.
- (c) We have in place, reasonable security measures (both technical and organisational) against unlawful or unauthorised processing of Your DuitNow ID.
- (d) We will notify You as soon as practicable if Your DuitNow ID is lost, destroyed, or becomes damaged, corrupted or unusable.
- (e) You:
 - (i) confirm 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 services;
 - (ii) 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
 - (iii) agree that We may review Our provision of the DuitNow services should the consent be revoked by any of the Individuals.

6. LIABILITY

- (a) We and the NAD Operator shall not be liable for any losses or damages You may suffer as a result of, including but without limitation:
 - (i) Your failure to maintain up-to-date information and Your failure to provide accurate information to us;
 - (ii) Our compliance with any instruction given or purported to be given by You which is apparent to a reasonable person receiving such instruction;
 - (iii) any misuse or any purported or fraudulent use of Your DuitNow ID including instances whereby online fraud is perpetrated by way of any Malware or otherwise; and
 - (iv) any disclosure of any information which You have consented to Us collecting, using or disclosing or where such collection, Use or disclosure is permitted or required to be disclosed under the applicable laws in Malaysia;

- (b) We shall only be liable for direct losses or damages if such losses or damages are caused directly by Our fraud, gross negligence or willful breach of Our obligations under these Terms.
- (c) Notwithstanding anything to the contrary, neither We nor our officers and employees shall be liable for any indirect, incidental, consequential and/or secondary loss or damage, including any loss of profits or income, savings, opportunity loss, expectation loss, reliance loss or pure economic loss and any exemplary or punitive damages which may be suffered or incurred by You or any third party directly or indirectly, even if We have been notified of the possible damages or any claim against You or the third party.

7. MISCELLANEOUS

- (a) You acknowledge that We have the right to change, vary 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 cancelled or revised or modified.
- (b) These Terms shall be construed in accordance with the laws of Malaysia and You agree to submit to the exclusive jurisdiction of the courts of Malaysia.