

DuitNow Online Banking/Wallets Terms and Conditions

In these DuitNow Online Banking/Wallets Terms and Conditions (“Terms”), references to “You”, “Your” and “Yours” refer to Our customer who is utilising the DuitNow Online Banking/Wallets service and has an account with Us and references to “We”, “Our”, “Ours” and “Us” refer to HSBC Bank Malaysia Berhad and/or HSBC Amanah Malaysia Berhad.

Definitions

“Account” means an e-money account offered by issuers of e-money and all types of banking accounts offered by banks, except for fixed deposit accounts. This shall include, but is not limited to, all types of conventional and/or Islamic deposit accounts, current accounts, virtual internet accounts, Islamic investment accounts. Additionally means all line of credit accounts tied to payment cards where transaction is made.

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

“E-money” 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.

“Merchant” means businesses registered with the Companies Commission of Malaysia, sole proprietors and partnerships, government agencies, statutory bodies, societies, and other similar entities.

“DuitNow Online Banking/Wallets” means a real time online payment service which enables Payers (either individual or corporate) to make secure online payments using their Mobile/Online Banking account to Merchants/Merchants.

“DuitNow Online Banking/Wallets Owner and Operator” means Payments Network Malaysia Sdn Bhd Company No.: 200801035403 [836743-D]).

1. Introduction

- 1.1 These Terms apply to and regulate your use of the DuitNow Online Banking/Wallets service offered by us. The DuitNow Online Banking/Wallets service allows you to initiate payment instruction from your designated HSBC Bank/HSBC Amanah Account and/or e-Wallet to a Merchant.
- 1.2 The DuitNow Online Banking/Wallets 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 Our Online and Mobile Banking Terms and Conditions as well as our Universal Terms and Conditions. In the event of any inconsistency, these Terms shall prevail with regard to DuitNow Online Banking/Wallets service.

2. DuitNow Online Banking/Wallets Service

- 2.1 If you wish initiate payment instruction via DuitNow Online Banking/Wallets, at the Merchant web and/or mobile device, select an Account and/or e-Wallet to be used by Us for deduction of funds for payments made via DuitNow Online Banking/Wallets. Our Mobile Banking App also enables you to initiate payment instruction at the Merchant or on a mobile device.
- 2.2 You are responsible for ensuring that the transaction amount displayed on your Mobile Banking App screen is correct prior to confirming the transaction. The transaction amount displayed via the Merchant shall be deemed by Us to be correct upon your confirmation of the transaction. We are under no obligation whatsoever to verify that the amount paid by you matches with the Merchant's amount.
- 2.3 We will notify you on the status of each successful, failed or rejected DuitNow Online Banking/Wallets transaction via any of our available communication channels i.e. SMS, email or push notification.
- 2.4 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 other confirmation from any party as to whether such Merchant is the intended party to receive the funds, and we shall not be liable for transferring the funds to such Merchant or Recipient even if such person is not the intended party.
- 2.5 Pursuant to **Clause 2.4** above, you agree that once a DuitNow Online Banking/Wallets transaction is confirmed, it will be deemed irrevocable and you will not be able to cancel, stop or perform any changes to that DuitNow Online Banking/Wallets transaction.

3. Recovery of Funds

- 3.1 You have rights in relation to the investigation and recovery of erroneous or mistaken DuitNow Online Banking/Wallets transactions as stated in **Clause 4** and unauthorised or fraudulent DuitNow Online Banking/Wallets transactions as stated in **Clause 5** made from your Account.

4. Erroneous/Mistaken DuitNow Online Banking/Wallets Transaction

4.1 If you have made an erroneous DuitNow Online Banking/Wallets transaction (“Erroneous Transaction”), you may request for recovery of the funds within ten (10) Business Days from the date the Erroneous Transaction was made, and we will work with the affected Merchant’s bank to return the said funds to you within seven (7) Business Days, provided the following conditions are met:

4.1.1 The funds were actually wrongly credited into the affected Merchant’s Account;

4.1.2 If funds have been wrongly credited, whether the balances in the affected Merchant’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.

4.2 Request for recovery of funds between eleven (11) Business Days and seven (7) months from the date the Erroneous Transaction was made:

4.2.1 The affected Merchant’s bank is fully satisfied that funds were erroneously credited to the affected Merchant; and

4.2.2 Deliver notifications to the affected Merchants in writing regarding the funds recovery requests whereby the erroneously credited funds would be recovered through debiting the affected Merchants’ Account within ten (10) Business Days of the notifications unless the affected Merchant provides reasonable evidences that the affected Merchant is entitled to the funds in question. After fifteen (15) Business Days, if the affected Merchant fails to establish their entitlement to the funds, the affected Merchant’s bank shall debit the affected Merchants’ Account and remit the funds back to you.

4.3 Requests to recover funds after seven (7) months from the date of the Erroneous Transaction:

4.3.1 The affected Merchant’s bank is fully satisfied that funds were erroneously credited to the affected Recipient;

4.3.2 The affected Merchant’s bank shall obtain from the affected Merchant the decision whether to grant consent within ten (10) Business Days; and

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

5. Unauthorised or Fraudulent DuitNow Online Banking/Wallets Transaction

5.1 For DuitNow Online Banking/Wallets 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 Online Banking/Wallets transaction was made, 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 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.

6. Liability and Indemnity

- 6.1 You acknowledge and agree that, unless expressly prohibited by mandatory laws, we and the DuitNow Online Banking/Wallets Owner and 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 Online Banking/Wallets service offered by us arising from:
 - 6.1.1 Your negligence, misconduct or breach of any of these Terms;
 - 6.1.2 Insufficient funds in your Account for us to process the DuitNow Online Banking/Wallets transaction;
 - 6.1.3 You have exceeded your daily transfer limit;
 - 6.1.4 Any payment instruction given or purported to be given by you;
 - 6.1.5 Any erroneous transfer of funds by you, including any transfer of funds to the wrong Merchant or wrong third party; or
 - 6.1.6 The suspension, termination or discontinuance of the DuitNow Online Banking/Wallets Service.
- 6.2 You shall indemnify us, our affiliates, and the DuitNow Online Banking/Wallets Owner and Operator against any loss or damage suffered due to any claim, demand or actions bough against us and the DuitNow Online Banking/Wallets Owner and Operator resulting from any negligent and/or fraudulent act to these Terms by You.

7. General

- 7.1 We reserve the right to revise at any time, such as charges for the use of the DuitNow Online Banking/Wallets Service, by providing you with twenty-one (21) days written notice. Such revisions shall take effect from the date stated in the notice. Where you continue to access or use the DuitNow Online Banking/Wallets service 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 Online Banking/Wallets Service 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 reasonable prior notice in accordance with Our Online and Mobile Banking Terms and Conditions.
- 7.4 You consent to the collection, use and disclosure of your personal data (including contact details) by us, our affiliates, our service providers and the DuitNow Online Banking/Wallets Owner and Operator as required for the purposes of the DuitNow Online Banking/Wallets service, and in

accordance with Our Notice to Customers relating to the Personal Data Protection Act 2010 (“PDPA Notice”) available at www.hsbc.com.my.

7.5 These Terms are governed by and shall be construed in accordance with the laws of Malaysia.