

DuitNow Terms and Conditions

In these DuitNow Terms and Conditions (“Terms”), references to “You,” “Your” and “Yours” refers to the Standard Chartered client who is utilizing the DuitNow Services and reference to “We”, “our”, “ours” and “us” refers to both Standard Chartered Bank Malaysia Berhad (115793-P) and Standard Chartered Saadiq Berhad (823437-K), collectively referred as Standard Chartered

Definitions

“**Business Day**” is a reference to a day when banks are open for general banking business 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 corporate customer) or any other common identifiers as may be introduced by the DuitNow Operator from time to time.

“**DuitNow Operator and/or National Addressing Depository Operator**” means Payments Network Malaysia Sdn Bhd. (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 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 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 any of your deposit account maintained with Us to your recipient at a participating DuitNow participant 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 <https://www.sc.com/my/consumer-banking-terms-conditions/>



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 relevant electronic banking platform/interface.
- 2.2 We will perform a search 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 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 2.5 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 Submissions

- 3.1 You are advised not to submit multiple submissions without following up with a confirmed DuitNow transaction. We shall not display the results if more than 5 consecutive submissions are made which is 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 sole discretion that inappropriate, fraudulent or suspicious use is being made of the DuitNow service, such as where multiple submissions are made without a confirmed DuitNow transaction. You are advised to contact Us should you encounter any issues relating to the foregoing.

4. Liability and Indemnity

- 4.1 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 but not limited to the following:
 - 4.1.1 Your negligence, misconduct or breach of any of these Terms;



- 4.1.2 Any erroneous transfer of funds by you, including any transfer of funds to the wrong DuitNow ID, wrong recipient or wrong third party;
 - 4.1.3 Any failure, delay, error or non-transmission of funds due to system maintenance, breakdown or non-availability of any network, software or hardware of Standard Chartered and the DuitNow Operator; or
 - 4.1.4 The suspension, termination or discontinuance of the DuitNow Service.
- 4.2 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).

5. General

- 5.1 We reserve the right to revise or vary the terms of this service and the charges for the use of the DuitNow Service, upon written notice to You in accordance with Our usual practice, terms and conditions and in accordance with any applicable law.
- 5.2 You acknowledge that we may terminate your use of the DuitNow Service with Us for any reason, at any time and we will notify you where it is practical to do so.
- 5.3 You acknowledge that We have the right to change, restrict, vary, suspend or modify these Terms by providing You with twenty-one (21) days notice in such manner as we deem fit.
- 5.4 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 Operator as required for the purposes of the DuitNow Service.
- 5.5 These Terms are governed by and shall be construed in accordance with the laws of Malaysia.

