

TERMS AND CONDITIONS

DuitNow

In these DuitNow Terms and Conditions (“Terms”), references to “You”, “Your” and “Yours” refers to the Standard Chartered Bank Malaysia Berhad 198401003274 (115793-P) or Standard Chartered Saadiq Berhad 200801022118 (823437-K) customer who is utilising the DuitNow service and references to “the Bank”, and “Our” refer to Standard Chartered Bank Malaysia Berhad or Standard Chartered Saadiq Berhad.

These Terms shall be read in conjunction with all Our other relevant banking and product terms as may be amended or supplemented from time to time.

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 customers 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 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 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.

1. Introduction

- 1.1 These Terms apply to and regulate Your use of the DuitNow service offered by the Bank. The DuitNow service allows You to transfer an amount specified by You from any of Your deposit account maintained with the Bank to a bank or e-money account maintained by Your recipient at a participating DuitNow participant via Pay-to-Account Number and Pay-to-Proxy (Pay via DuitNow ID), or such other means as prescribed by the Bank or the DuitNow Operator from time to time.
- 1.2 The DuitNow service offered by the Bank is part of the Electronic Banking/e-Money Services, and accordingly these Terms are in addition to and shall be read in conjunction with Our other relevant banking and product terms as may be amended or supplemented from time to time.

2. DuitNow Services

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DuitNow

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- 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 The Bank will perform a 'Name Enquiry' to verify the recipient's registration of its DuitNow ID in NAD and if the recipient is registered, the Bank 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 The Bank 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 the Bank 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 the Bank 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 "Name Enquiry Requests" without following up with a confirmed DuitNow transaction. The Bank shall not display the results of the "Name Enquiry Requests" if more than 5 consecutive Name Enquiry Requests are submitted that are not followed with a confirmed DuitNow transaction.
- 3.2 Without prejudice to any of Our rights and remedies, the Bank reserves the right to terminate or suspend Your access to and use of the DuitNow service where the Bank consider in Our sole discretion that inappropriate, fraudulent or suspicious use is being made of the DuitNow services, such as where multiple Name Enquiry Requests are submitted without a confirmed DuitNow transaction. You are advised to contact the Bank 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, the Bank 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 the Bank 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 Bank Malaysia Berhad or Standard Chartered Saadiq Berhad 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 the Bank, 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 The Bank reserve the right to revise or vary the terms of this service and the charges for the use of the DuitNow services, upon notice to You in accordance with Our usual practice, terms and conditions and in accordance with any applicable law. 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.

5.2 You acknowledge that the Bank may terminate Your use of the DuitNow services with the Bank for any reason, at any time and without prior notice.

5.3 You acknowledge that the Bank have the right to change, restrict, vary, suspend or modify these Terms by providing You with thirty (30) days notice in such manner as the Bank deem fit.

5.4 You consent to the collection, use and disclosure of Your Personal Data (including contact details) by the Bank, Our affiliates, Our service providers and the DuitNow Operator as required for the purposes of the DuitNow services.

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