



ALLIANCE BANK

DuitNow QR via allianceonline Mobile Banking Terms & Conditions

1. DEFINITIONS

The following terms shall have the meanings ascribed to them, unless otherwise required:

“Access Codes” means Username, Password, Personal Identification Number (PIN) and/or any such other confidential authentication information that are required to access and/or utilise DuitNow QR, whether in the form of words, codes, numbers, sets of characters or biological input and/or such other forms or combinations thereof, as may be prescribed by the Bank from time to time.

“Account” means any and all accounts of whatever kind currently or hereinafter opened and maintained by a Subscriber with the Bank, including any current, savings, deposit account, debit account, foreign currency account, credit and/or credit/prepaid card facility account and/or any other account of whatever kind, including any account set up to facilitate or required for the provision of any **allianceonline** Service.

“allianceonline Services” means the various internet banking and/or mobile banking services made available by the Bank at its discretion to Subscribers via the Website and/or mobile banking application to enable Subscribers to perform Transactions and/or make banking enquiries with the use of a computer, modem and/or other electronic or telecommunication equipment or device including mobile phone subject to these Terms and Conditions and the **allianceonline Services Agreement**.

“allianceonline Services Agreement” means the agreement created when the Bank accepts and/or approves a customer of the Bank as a Subscriber for the **allianceonline** Services incorporating the Terms and Conditions as may be amended, modified or updated from time to time by the Bank at its sole discretion.

“Bank” means Alliance Bank Malaysia Berhad, its successors-in-title and/or assigns and includes Alliance Islamic Bank Berhad, its successors-in-title and/or assigns.

“Bank’s System” means the computer system (*hardware and software*) set up by the Bank with respect to the **allianceonline** Services, including (a) the Security Codes, (b) the Website and all the contents herein, including all designs, graphics, images, words and all display elements of whatever kind appearing on the Website, and (c) the Bank’s User Guide and all the contents herein, and (d) any and all other interconnected and/or related documents, manuals, systems of administration, communication, management and operation (*whether computerised, manual or otherwise*) of whatever kind and related to the **allianceonline** Services, even if not specifically mentioned herein.

“Beneficiary” means include but not limited to persons, companies and/or partnerships: with accounts with any Participants.

“Business Day” means a day on which the Bank is open for banking business in Kuala Lumpur.

“Cashier” means the person who is given the authority by a Merchant to generate QR Codes and receives DuitNow QR Payments from the Subscriber on behalf of the Merchant. Payments received via DuitNow QR will go into the Merchant’s account.

“Correspondent” means another bank or financial institution (*local or foreign*) appointed by the Bank to assist with, complete or effect a Transaction instructed by the Subscriber via the **allianceonline** Services.

“Credit Transfer” means an order from a Subscriber and/or Recipient to debit the Subscriber’s Account and/or Recipient’s account and facilitate credit to the Recipient.

“Designated Bank Account” means the Subscriber’s Account(s) as designated for use for a particular Transaction or by default for use in relation to any of the **allianceonline** Services as set out in Clause 13 of the Conditions for **allianceonline** for Services.

“DuitNow QR” means the service provided by the Bank that allows **allianceonline** mobile banking Subscribers to make payments to a Merchant for goods and services obtained and/or purchase, and/or to perform a transfer to a Recipient by scanning the unique two-dimensional Quick-Response (QR) code which complies with DuitNow QR Standard generated by the Merchant/Recipient. This service is available via **allianceonline** mobile application.

“DuitNow QR Payment” means the payments by the Subscriber into the Recipient’s/Merchant’s account using DuitNow QR. Subscriber makes payment by scanning the Recipient’s/Merchant’s QR Code using **allianceonline** mobile application. .

“Limits” means the maximum monetary limits set by the Bank and/or set by the Subscriber, for a particular type of Transaction (*as the case may be*).

“Merchant” means persons, companies and/or a partnership registered with a Participant to become a DuitNow QR merchant and receives DuitNow QR Payments for good and services from a Subscriber through DuitNow QR.

“Mobile Banking Service” means the Bank’s **allianceonline** Services made available via a Subscriber’s mobile phone, and as may be amended by the Bank from time to time as provided for in clause 15.9 of the Conditions for **allianceonline** for Services.

“Mobile Phone” means the smart mobile phone including its mobile phone number which is owned and/or controlled by Subscriber that supports web browsing and/or mobile banking services, and shall be solely for Subscriber’s personal use and as expressly permitted herein.

“Participant” refers to an institution (financial or non-financial) that have been granted approval by PayNet to access and enable clearing and settlement of DuitNow QR transactions using mobile banking or e-Money applications.

“Password” means a string of alphanumeric characters selected by the Subscriber and stored in the Bank’s System in an encrypted form, which must be keyed in by the Subscriber in order for the Bank’s System to authenticate the Subscriber’s Username for access to the **allianceonline** Services.

“Payee” means any party identified in the User Guide and/or listed on the Website to whom the Bank is instructed with the Security Codes to make payment.

“Peer-to-Peer Transfer” means the electronic money transfer made using the DuitNow QR from one person to another.

“QR Codes” means Quick Response Code, a type of matrix barcode or two-dimensional barcode that contains information about an item to which it is attached that can be read using the camera of a Mobile Device that is equipped with QR reader. There are two types of QR codes i.e. Static QR Code and/or Dynamic QR Code:

- (a) **“Static QR Code”** means a fixed and unchangeable code produced by a Merchant or Recipient which ONLY has the Merchant’s or Recipient’s account details embedded within the code. Static QR Code can be scanned repeatedly. **allianceonline** mobile banking Subscribers or Recipients ARE required to enter the amount of the payment or Credit Transfer when making QR Payments using Static QR Code.

- (b) **“Dynamic QR Code”** means to a unique and changeable code produced by Merchant or Recipient which has the Merchant’s or Recipient’s account details and transaction information embedded within the code. Dynamic QR Code can only be scanned once. **allianceonline** mobile banking Subscribers or Recipients ARE NOT required to enter the amount when making DuitNow QR Payments using Dynamic QR Code.

“QR Promotions” means the promotions created by the Bank and/or Merchants for Subscribers. The promotions apply only for DuitNow QR Payments.

“Recipient” means Subscribers and/or Beneficiaries.

“Security Codes” means the security codes which will identify and verify the Subscriber when the Subscriber accesses and utilises the **allianceonline** Services, comprising the Temporary PIN, Temporary User ID, Username, Password, TAC, MSC, Mobile Phone identity number, Mobile PIN, ATM PIN, and any other security codes as may be issued by the Bank from time to time.

“Security Token” means the Subscriber’s single secured mobile device in which the **allianceonline** mobile banking application is registered on the Subscriber’s elected Mobile Phone for the purpose of Transaction authorisation.

“Subscriber” means a Beneficiary who has an Account with the Bank who:

- (a) makes DuitNow QR Payments to any Merchant for purchase of goods and/or services; and/or
- (b) transacts with any Beneficiary through DuitNow QR and such transaction includes but is not limited to Peer-to-Peer Transfers via DuitNow QR.

“for the purpose of these Conditions for **allianceonline** Services (Individual Use) means any natural person or sole proprietor who is (a) a customer of the Bank, (b) with an Account with the Bank, and (c) who has applied to and has been accepted and/or approved by the Bank as a subscriber for the **allianceonline** Services, and thus becomes party to the **allianceonline** Services Agreement.”

“Terms and Conditions” means all the terms and conditions including the terms and conditions of access to and use of the Website as embodied in these Conditions for **allianceonline** Services, privacy policy and/or the Rules and Regulations (including all amendments, changes and variations thereto subsequently imposed at the Bank’s discretion) governing the use of the Website and/or **allianceonline** Services including any additional terms and conditions that may be imposed on specified services or Transactions and provided in or by any one or more of the following: (a) in these terms and conditions for the **allianceonline** Services, (b) in the User Guide, and (c) via the Visual Display.

“Third Party” means other banks that are not part and/or affiliated to the Bank and/or network service providers and/or telecommunication operators.

“Transaction” means the activity and/or transaction of whatever kind, carried out or to be carried out pursuant to an Instruction.

2. INTRODUCTION

These terms and conditions shall govern your usage of DuitNow QR which is provided as part of the Bank’s **allianceonline** Mobile Banking service, and shall be read together with:

- (a) the Deposits Terms and Conditions;

- (b) the Credit Card Terms and Conditions;
- (c) the Conditions for **allianceonline** for Services; and

any other relevant terms and conditions governing any products and/or services provided by the Bank.

Subscribers are required to read and understand the terms and conditions contained herein. Should Subscribers choose to proceed after reading and understanding the terms and conditions, as it shall be deemed that the Subscribers and any party related herein have expressly consented and agreed:

- (a) to be bound by the terms and conditions herein; and
- (b) that the use of DuitNow QR is at their own risks and shall assume all risks incidental to or arising from the use of this DuitNow QR service.

If Subscribers or any related party herein chooses NOT to accept these terms and conditions or any of its revisions, the Subscribers shall not proceed and may immediately discontinue their access and/or usage of DuitNow QR.

3. ELIGIBILITY

DuitNow QR is offered to Subscribers and Recipients of **allianceonline** mobile banking.

4. DUITNOW QRPAY SERVICES

- 4.1 Subscriber shall download and install **allianceonline** mobile banking application in order to set up and start utilising DuitNow QR services at pre-login. Subscribers are required to select a Designated Bank Account to be used by the Bank for deduction of funds for DuitNow QR Payments.
- 4.2 Subscriber shall observe all security measures prescribed by the Bank from time to time relating to DuitNow QR services which include, but not limited to, security of Password and prevention of Subscriber's Mobile Phone from falling into the wrong hands.
- 4.3 Subscribers must be diligent and take all reasonable precautions to prevent any unauthorised use of the Subscriber's DuitNow QR and their Mobile Phone which include, but not limited to, the following measures:
 - (a) DO enable lock on the Subscriber's Mobile Phone;
 - (b) DO ensure to be discreet when entering the Password;
 - (c) DO be extremely careful in using to avoid from possible losses caused by unauthorised DuitNow QR transaction by any Third Party;
 - (d) DO check Account details and Transactions regularly to ensure accuracy;
 - (e) DO report any discrepancies in Account detail immediately;
 - (f) DO log out from **allianceonline** mobile banking properly after use;
 - (g) DO ensure correct profile is used when using DuitNow QR via **allianceonline** mobile banking;

- (h) DO NOT, under any circumstances, share or reveal the **allianceonline** password or any other passwords with anyone else including any of the Bank's staff;
- (i) DO NOT keep any written record of the **allianceonline** password on, with or near the Subscriber's Mobile Phone;
- (j) DO NOT use personal information such as date of birth, identity card number or mobile number as Access Code; and
- (k) DO NOT leave Mobile Phone unattended.

4.4 Subscriber shall only use DuitNow QR if there are sufficient funds in the Subscriber's Account. The Account balance must also exclude cheques which are not cleared or remittances which are still not received, if any. The Bank, reserves the right to refuse to act on any instruction for payment without incurring any liability, including but not limited to, any of the following scenarios:

- (a) the funds in the Subscriber's selected Account are insufficient to effect, perform or process such instruction for payment;
- (b) the Subscriber has exceeded the daily transfer limit;
- (c) the Subscriber's Account is frozen or closed; or
- (d) the Bank is aware or has reason to believe that any fraud, criminal act, offence or violation of any law or regulation has been or will be committed.

4.5 The DuitNow QR:

- (a) can only be used by Subscribers at participating Merchants that display the DuitNow QR acceptance logo and unless specified otherwise by the Bank via **allianceonline**, the Subscriber's default daily transaction limit is capped at Ringgit Malaysia Five Thousand (RM5,000); and
- (b) daily transaction limit can be changed anytime by the Subscriber via **allianceonline** or any other means or platforms as provided by the Bank from time to time, provided always the accumulated transaction limit not exceeding Ringgit Malaysia Fifty Thousand (RM50,000) per day.

4.6 The default limit per transactions is set at Ringgit Malaysia Two Hundred Fifty (RM250) where transactions:

- (a) below Ringgit Malaysia Two Hundred Fifty (RM250) does not require authorisation via Password; and
- (b) above Ringgit Malaysia Two Hundred Fifty (RM25) requires authorisation via Password.

Subscribers may change the default limit per transaction to a lower or higher limit via **allianceonline** mobile banking prior to using the DuitNow QR services.

4.7 Subscribers are fully responsible to ensure that the correct amount and accurate Merchant or Recipient information are displayed prior to confirming any DuitNow QR Payments. The amount entered by Subscribers and/or information transmitted via QR Code shall be deemed by the Bank as correct

upon Subscriber's confirmation of any payments. The Bank shall not be under any obligation to verify that any amount paid matches with the Merchant's/Recipient's amount.

- 4.8 The Bank will notify the Subscribers on the status of each successful, failed or rejected DuitNow QR transaction via any of the Bank's available communication channels chosen by the Subscriber.
- 4.9 By utilising the DuitNow QR service, the Subscriber shall be deemed as duly authorising the Bank to effect, perform or process payments to the Merchant's or Recipient's account which is embedded within the QR Code and the Bank shall accept and act upon any instruction issued and/or transmitted via DuitNow QR as the Customer's authentic and duly authorised instruction. The Bank shall be under no obligation required to verify the authenticity or authority of any person effecting the instruction or the accuracy and completeness of the instruction. The instruction shall be treated as valid and binding by the Bank, notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in the issuance of such instruction by Subscribers.
- 4.10 Pursuant to Clause 4.9 above, the Subscriber agrees that once a DuitNow QR transaction is confirmed, it will be deemed irrevocable and the Bank will not be able to cancel, stop or perform any changes to that DuitNow QR transaction.

5. RESOLUTION OF DISPUTES

- 5.1 Should there be any disputes which include, but not limited to, dispute over the amount paid due to errors or mistakes by the Merchant or Recipient or Cashier or Subscriber, the dispute shall be resolved between the Subscriber and the Merchant or Recipient or Cashier. The Bank shall not be a party to such disputes and shall not be obliged to revoke and/or reverse any successful DuitNow QR Payments.
- 5.2 The Bank shall not be held responsible for disputes arising from, but not limited to, the following:
- (a) Subscriber not receiving any goods or services from a Merchant and/or Cashier;
 - (b) a Merchant or Recipient and/or Cashier not being contactable;
 - (c) any wrong information issued or miscommunication caused by any Merchant or Recipient and/or Cashier; or
 - (d) any wrongful or fraudulent or unauthorised payment.
- 5.3 In the event monies were debited from the Subscriber's account through DuitNow QR Payments but are not received by the Merchant/Recipient, the Customer is required to notify the Bank immediately and the Bank will investigate and determine within fourteen (14) calendar days, if the disputed payment did occur.

5.4 In the event it is discovered that the disputed payment was indeed wrongly credited then following will be applicable:

- (a) If the balance in the Merchant's/Recipient's account is sufficient to fully recover the disputed payment, the Merchant's bank may fully remit the disputed payment back to the Subscriber; or
- (b) If the balances in the Merchant's/Recipient's account are not sufficient to fully recover the disputed payment, the Merchant's bank may partially remit the recoverable disputed payment back to the Subscriber.

5.5 The liability of parties for unauthorised transactions are as follows:

- (a) Subscriber shall be responsible for all DuitNow QR transactions carried out through Subscriber's Mobile Phone and the Bank shall not be liable in any manner for such transactions.
- (b) Subscriber shall be liable for any unauthorised transactions in the event that Subscriber have:
 - i. acted fraudulently;
 - ii. delayed in immediately notifying the Bank after having discovered the loss or theft of their Mobile Phone and/or unauthorised use of their DuitNow QR; or
 - iii. failed to protect the security of their Passwords and Mobile Phone including, but not limited to, voluntarily disclosing their Passwords to another person or allowing another person to use their Mobile Phones.

5.5 For DuitNow QR transactions which were not authorised by the Subscribers or which are fraudulent, the Bank, will upon receiving a report from the Subscriber alleging that an unauthorised or fraudulent DuitNow QR transaction was made, remit the funds back to the Subscriber provided the following conditions are met:

- (a) The Bank shall conduct an investigation and determine within fourteen (14) Business Days, if the unauthorised or fraudulent payment did occur.
- (b) If the Bank is satisfied that the unauthorised or fraudulent payment instruction did indeed occur and was not caused by the Subscriber, the Bank shall initiate a reversal process whereby all debit posted to the Subscriber's account arising from the unauthorised or fraudulent payment instruction would be reversed.

6. LIABILITY AND INDEMNITY

6.1 The Subscriber acknowledges and agrees that, unless expressly prohibited by mandatory laws, the Bank shall not be liable to the Subscriber 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 QR service offered by the Bank arising from:

- (a) the Subscriber's negligence, misconduct or breach of any of these Terms and Conditions;

- (b) insufficient funds in the Subscriber's Designated Bank Accounts for the Subscriber to process the DuitNow QR transaction;
 - (c) the Subscriber has exceeded the Bank's daily transaction limit;
 - (d) any payment instruction given or purported to be given by the Subscriber;
 - (e) any erroneous transfer of funds by the Subscriber, including any transfer of funds to the wrong Merchant/Recipient or wrong Third Party;
 - (f) any failure, delay, error or non-transmission of funds due to system maintenance, breakdown or non-availability of any network, software or hardware of the Bank; or
 - (g) the suspension, termination or discontinuance of the DuitNow QR service.
- 6.2 The Subscriber shall indemnify, defend and hold the Bank, the bank's affiliates, 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 the Subscriber (including but not limited to the Subscriber's negligence, misconduct or breach of any of these Terms and Conditions).
- 6.3 The Bank reserves the right to revise at any time such charges for the use of the DuitNow QR service, upon notice to the Subscriber. Such revision shall take effect from the date stated in the notice. Where the Subscriber continues to access or use the DuitNow QR service after such notification, the Subscriber shall be deemed to have agreed to and accepted such revisions to such charges.
- 6.4 The Subscriber acknowledges that the Bank has the right to change, restrict, vary, suspend or modify these Terms and Conditions by providing the customer with thirty (30) days written notice prior to the date of such changes, amendments, variation, suspension or modification being effected via the Bank's website at www.alliancebank.com.my.
- 6.5 By using the DuitNow QR service, the Subscriber consents to the collection, use and disclosure of the Subscriber's personal data (including contact details) by the Bank, the Bank's affiliates, the Bank's service providers for the purposes of the DuitNow QR service.

7. GENERAL

- 7.1 The Subscriber understands and consents to the collection, usage and disclosure of the Customer's personal data (which includes but is not limited to contact details), by the Bank to its affiliates, service providers as required and deemed necessary, for the purposes of effecting and discharging the services of DuitNow QR.

The Subscriber further acknowledges that he/she has read and understood the terms of the Privacy Policy/ Notice of Choice & Principle Statement of the Bank which shall be applicable to the use of the **allianceonline** Services.

- 7.2 Unless expressly stated otherwise, the terms and conditions herein, including any amendment thereto, shall prevail over any other provisions and/or representations contained in any other notices/promotion/advertising materials for the DuitNow QR service.
- 7.3 The Bank's decision on all matters relating to the eligibility of the service shall be final and binding on all Subscriber and any related parties herein.
- 7.4 The construction, validity, enforcement and interpretation of the terms and conditions stipulated herein shall be governed by and construed and enforced in accordance with the laws of Malaysia. The parties hereby submit to the jurisdiction of the Courts of Malaysia for the purpose of any suit, action or other proceeding arising out of or based on the terms and conditions herein.
- 7.5 For any assistance and/or feedback related to this terms and conditions, Customer may contact the Bank's Contact Centre at 03-5516 9988 or in writing to the Bank at the following address:

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