



ALLIANCE BANK

ALLIANCE ISLAMIC BANK

# **DuitNow Terms and Conditions**

## Only Applicable to DuitNow Transactions

In this terms and conditions, “You”, “Yours” means any person or entity using the DuitNow services and having an account with us as our customer, unless otherwise stated. “We”, “us” or “our” will refer collectively as Alliance Bank Malaysia Berhad, its successors-in-title and/or assigns and includes Alliance Islamic Bank Berhad, its successors-in-title and/or assigns, which is the bank that is providing financial services to you.

## DEFINITIONS AND INTERPRETATION

The following words have these meanings:-

**“Bank”** means financial institution that is licensed under Financial Services Act 2013, Islamic Financial Services Act 2013 and/or Development Financial Institutions Act 2002.

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

**“Customer”** means a term used to collectively refer to Payers and other clients of a Participant.

**“Credit transfers”** using a recipient’s account number or DuitNow ID.

**“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 a corporate customer) or any other common identifiers as may be introduced by the DuitNow Operator from time to time.

**“DuitNow Operator”** means Payments Network Malaysia Sdn Bhd (Company No.:200801035403 [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.

**“Payer Bank”** means A Participant in the Scheme who offers DuitNow services that allow Payers to initiate DuitNow.

**“PayNet”** means Payments Network Malaysia Sdn Bhd (Company No.:200801035403 [836743-D]).

**“Personal Data”** means any information in respect of commercial transactions that relate directly or indirectly to a customer, who is identified 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 Your designated bank account maintained with Us, to a bank account 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 Us or the DuitNow Operator from time to time.
- 1.2 The DuitNow service offered by Us is part of the Electronic Banking Services, and accordingly these Terms are in addition to and shall be read in conjunction with the

existing terms and conditions that govern the use of your accounts with Us and services made available by Us including our terms and conditions for allianceonline published in Alliance Bank website.

- 1.3 By using the DuitNow service, You acknowledge that You have read, understand, and agree to accept these Terms and Conditions before you initiate your first DuitNow payment, and that these Terms and Conditions are in addition to the existing terms and conditions that govern Your use of the accounts and services made available by Us to You.

## **2 DUITNOW SERVICES**

- 2.1 If you wish to send funds via DuitNow, You must first initiate a payment by logging in into the allianceonline website or allianceonline mobile app and enter the recipients' DuitNow ID.
- 2.2 Verification on the recipient's registration of its DuitNow ID in National Addressing Database "NAD" will be performed and if the recipient is registered, We will display the recipient's registered name.
- 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 the e-Transaction Status function on allianceonline website or allianceonline mobile app.
- 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 and understand that once a DuitNow transaction has been confirmed, you will not be able to cancel, stop or perform any changes to that DuitNow transaction.

### **3 MULTIPLE NAME INQUIRY REQUESTS**

- 3.1 You are advised not to submit multiple “Name Inquiry Requests” without a confirmed DuitNow transaction. We shall not display the results of the “Name Inquiry Requests” upon (5) consecutive Name Inquiry Requests that are not followed with a confirmed DuitNow transaction.

We reserve the right to terminate or suspend Your access to and use of the DuitNow service where We consider inappropriate, fraudulent or suspicious use is being made of the DuitNow service, such as where multiple “Name Inquiry Requests” are submitted without a confirmed DuitNow transaction. You are advised to contact Us should you encounter any issues relating to the foregoing.

### **4 RECOVERY OF FUNDS**

- 4.1 You have rights in relation to the investigation and recovery of erroneous payments and unauthorised (include fraudulent) DuitNow transaction made from Your account.

### **5 ERRONEOUS DUITNOW TRANSACTION**

- 5.1 If You have made an erroneous DuitNow transaction, You may request for recovery of the funds within ten (10) business days from the date the erroneous DuitNow transaction was made and We will work with the affected recipient's bank/ e-money issuer to return the said funds to You within seven (7) Business Day provided the following conditions are met:

5.1.1 The funds were wrongly credited into the affected Recipient's account;

5.1.2 If funds have been wrongly credited, whether the balances in the affected Recipient's account is sufficient to cover the funds' recovery amount;

5.1.2.1. If the balances are sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and

5.1.2.2. If the balances are not sufficient to cover the recovery amount, the erroneously credited funds may not be fully recoverable and the recipient's bank may partially remit the recoverable fund back to You.

- 5.2 Request for recovery of funds between eleven (11) Business Days and seven (7) months from the date the erroneous DuitNow transaction was made:

5.2.1 The affected recipient's bank/e-money issuer is fully satisfied that funds were erroneously credited to the affected recipient;

5.2.2 Deliver notifications to the affected recipients in writing regarding the funds recovery requests whereby the erroneously credited funds would be recovered through debiting the affected recipients' accounts within ten (10) Business Days of the notifications unless the affected recipient provides reasonable evidences that the affected recipient is entitled to the funds in question. After fifteen (15) Business Day, if the affected recipients fail to establish their entitlement to the funds, the affected recipient's bank/ e-money issuer shall debit the affected recipients' account and remit the funds back to You.

- 5.3 Requests to recover funds after seven (7) months from the date of the erroneous DuitNow transaction:

- 5.3.1 The affected recipient's bank/e-money issuer is fully satisfied that funds were erroneously credited to the affected recipient;
- 5.3.2 The affected recipient's bank/e-money issuer shall obtain from the affected recipient the decision whether to grant consent within ten (10) Business Days; and
- 5.3.3 Once consent is obtained, the affected recipient's bank/e-money issuer shall debit the affected recipient's account and remit the funds back to You within one (1) Business Day.

## **6 UNAUTHORISED OR FRAUDULENT DUITNOW TRANSACTION**

- 6.1 For DuitNow 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 transaction was made, remit the funds back to You provided the following conditions are met:
  - 6.1.1 We shall conduct an investigation and determine within fourteen (14) Calendar Days, if the unauthorised or fraudulent payment did occur;
  - 6.1.2 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.

## **7 LIABILITY AND INDEMNITY**

- 7.1 You acknowledge and agree that, unless expressly prohibited by any written 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 Transfer services offered by Us arising from:
  - 7.1.1 Your negligence, misconduct or breach of any of these Terms;
  - 7.1.2 Any erroneous transfer of funds by You, including any transfer of funds to the wrong DuitNow ID, wrong Recipient or wrong third party;
  - 7.1.3 Any failure, delay, error or non-transmission of funds due to system maintenance, breakdown or non-availability of any network, software or hardware beyond our control unless it is proven that same occurred due to our gross negligent act or omission of the; or
  - 7.1.4 The suspension, termination or discontinuance of the DuitNow Service with prior notice given to the customers via **allianceonline** website or **allianceonline** mobile app.
- 7.2 You shall indemnify Us, Our affiliates, and the DuitNow Operator harmless from and against any loss or damage suffered due to any claim, demand, or action brought against Us, Our affiliates, and the DuitNow Operator resulting from Your negligent and/ or fraudulent act.

## 8 GENERAL

- 8.1 We reserve the right to revise at any time, such charges for the use of the DuitNow Service, by providing You with (30) days written notice. Such revisions shall take effect from the date stated in the notice. Where you continue to access or use the DuitNow service after such notification, You shall be deemed to have agreed to and accepted such revisions to such charges.
- 8.2 You acknowledge that we may terminate your use of the DuitNow Service with Us for any reason, at any time and without prior notice.
- 8.3 You acknowledge that We have the right to change, restrict, vary, suspend or modify these Terms by providing you thirty (30) days written notice via allianceonline website or allianceonline mobile app.
- 8.4 You consent to the collection, safekeeping, processing, usage and disclosure of your personal data (including name and contact details) by Us, Our affiliates, Our service providers and the DuitNow Operator as required for the purposes of the DuitNow Service and agree that you have read and understand our Notice and Choice Principle Statement provided to you upon on-boarding, and published at the Bank's official website.
- 8.5 These Terms are governed by and shall be construed in accordance with the laws of Malaysia.
- 8.6 By participating in this service, the Subscriber agree that they have read the Notice & Choice Principle Statement available at the Bank's website (<https://www.alliancebank.com.my/Alliance/media/Pdf/Personal%20Data%20Protection%20Act%202010/NCP-for-website-ENG.pdf>) and hereby give their consent and authorise the Bank to disclose their particulars to any third party service provider engaged by the Bank for the purpose of this Service.
- 8.7 The Bank has instituted and maintains policies and procedures designed to prevent bribery and corruption by the Bank and its directors, officers, or employees; and to the best of the Bank's knowledge, neither the Bank nor any director, officer, or employee of the Bank has engaged in any activity or conduct which would violate any anti-bribery or anti-corruption law or regulation applicable to the Bank. The Bank has not, and covenants that it will not, in connection with the conduct of its business activities, promise, authorize, ratify or offer to make, or take any act in furtherance of any payment, contribution, gift, reimbursement or other transfer of anything of value, or any solicitation, directly or indirectly to any individual.
- 8.8 By virtue of participating in this service, the Subscriber hereby acknowledges that they have been made aware of the Bank's anti-bribery and corruption summary of the policy available at <https://www.alliancebank.com.my/Anti-Bribery-and-Corruption-Summaryof-Policy.aspx> and further covenants/undertakes that they shall not indulge in such corrupt practices in whatsoever manner whether directly or indirectly with any directors, officers or employees of the Bank.