



ALLIANCE BANK

ALLIANCE ISLAMIC BANK

Alliance BizSmart® QR Mobile Application

Terms & Conditions



These Terms and Conditions herein shall govern the use of the Alliance BizSmart® QR mobile application (“Alliance BizSmart® QR Mobile Application”) developed and offered by Alliance Bank Malaysia Berhad/Alliance Islamic Bank Berhad (“the Bank”). You are deemed to have accepted and be bound by these Terms and Conditions (as amended from time to time by the Bank with prior notice) upon utilising the Alliance BizSmart® QR Mobile Application.

The Terms and Conditions herein shall also be read alongside with the Bank’s Deposits’ Terms and Conditions, Terms and Conditions for Alliance BizSmart® Online Services, and any other relevant terms and conditions in respect of the Account (as defined below) and the Alliance BizSmart® QR Mobile Application, as well as other rules and regulations as may be bidding on and/or applicable to the Merchant from time to time (“Other Terms and Conditions”).

Definitions

“Account” means a current account/-i currently or hereinafter opened and maintained by a Merchant with the Bank.

“Beneficiary of Fraud” means party who ultimately benefits from the unauthorised or fraudulent payment.

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

“Cashier” means a person who have been given authority by a Merchant to generate DuitNow QR Codes and receive DuitNow QR payments from the Payer on behalf of Merchant.

“Cross-Border QR” is an electronic fund transfer service that facilitates point-of-sale payments that are routed using information obtained from scanning QR codes compliant with the DuitNow National QR Standard or QR codes issued by the Participating Switches.

“Debiting Participant” means banks and E-Money issuer participating in RPP and where the Payer maintains accounts.

“DuitNow QR” means a service which facilitates industry wide ubiquitous payments or credit transfer by scanning the QR Code which complies with DuitNow National QR standard which includes Cross Border QR.

“DuitNow QR Administrator” means a person who has been given authority by a Merchant to create outlets, Cashier IDs, to generate DuitNow QR Codes and receive DuitNow QR payments from the Payer on behalf of Merchant.

“DuitNow QR Brand” means brand, icon, logo, trademark and service mark for the DuitNow QR;

“DuitNow QR Owner & Operator” or “PayNet” means Payments Network Malaysia Sdn Bhd. (Company No. 200801035403 [836743-D]);

“Dynamic QR Code” means a QR Code that is generated after the Merchant keys-in the amount of the payment or credit transfer.

“E-Money” means a payment instrument that stores funds electronically in exchange for funds paid to the issuer of e-money and can be used as a means of making payments to any person other than the issuer of e-money.

“fees” means all fees, cost, charges, expenses, interest and all other sums payable in respect of the DuitNow QR services (including merchant discount rate).



“Instructions” means any application, authorisation, instruction, mandate or request of whatever kind issued with the relevant Security Codes with respect to the Alliance BizSmart® QR Mobile Application regardless of who issues such instruction with such Security Codes;

“Merchant” means any sole proprietor, corporation, partnership, society, club, association or any other entity which is a customer of the Bank with a current account/-i with the Bank and has applied to and been accepted and/or approved by the Bank as a subscriber for the Alliance BizSmart® QR Mobile Application and thus becomes a party to these Terms and Conditions.

“Merchant Discount Rate” means the amount calculated in the manner and at the rate from time to time notified by the Bank to the Merchant, which the Bank is entitled to deduct from the amount of proceeds/incoming funds before payment of the balance to the Merchant.

“Payer” means individuals, companies, body corporates, businesses (including sole proprietors and partnerships) government agencies, statutory bodies, societies, and other persons who transfer funds via DuitNow QR service.

“Participating Switch” means a foreign institution that provides the Cross-Border QR service in its respective country to its Acquirer or Issuer (as the case may be) and performs switching functions to receive, process and transmit the transactions across the country to PayNet.

“QR Code” means a two-dimensional barcode that can be read using the camera of a smartphone or mobile device that is equipped with QR reader.

“RPP” means Real-Time Retail Payments Platform, a shared payment infrastructure developed and established by PayNet, which facilitates instant and interoperable payments and collections.

“Security Codes” means the security codes which will identify and verify the DuitNow QR Administrator and Cashier when the DuitNow QR Administrator and Cashier accesses and utilises the Alliance BizSmart® QR Mobile Application which include the username, password, login pin number and any other security codes as may be issued by the Bank from time to time;

“Static QR Code” means a QR Code that is generated and displayed by Merchant which requires the Payer to key-in the amount of the payment or credit transfer.

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

“Unrecoverable Loss” the portion of funds transferred and credited to the wrong party due to erroneous, mistaken, unauthorised or fraudulent payments that cannot be retrieved after exhausting the recovery of funds process.



1. General

- 1.1 The Bank reserves the right to amend, add to or delete any or these Terms and Conditions and/or vary or terminate all or any part of or the scope of the services provided through Alliance BizSmart® QR Mobile Application at any time with prior notice to the Merchant (unless stated otherwise herein). The continued use of the Alliance BizSmart® QR Mobile Application shall be deemed as acceptance and receipt by the Merchant of the changes in these Terms and Conditions.
- 1.2 The Alliance BizSmart® QR Mobile Application provided shall be subject to periodic review by the Bank and subject to the Bank's right to add, amend, withdraw or terminate these services at any time with prior notice to the Merchant via the Bank's communication channel.
- 1.3 Where the Bank offers new or additional services on the Alliance BizSmart® QR Mobile Application, the use by Merchants of such new or additional services shall be subject to these Terms and Conditions as may be modified by the Bank from time to time and such other additional terms and conditions which may be prescribed by the Bank.
- 1.4 Every Merchant shall be liable and responsible for all Transactions made pursuant to Instruction or Instructions issued with the Security Codes, whether those Instructions are made by the Merchant or any of its DuitNow QR Administrator or Cashiers permitted or enabled by the Merchant to have access to the Security Codes (even if the person exceeds the Merchant's authority) or by any person who obtains through the Merchant, by whatever means, the Security Codes.
- 1.5 The Bank agrees to make reasonable efforts to ensure the full performance of the Alliance BizSmart® QR Mobile Application but may regularly perform maintenance on the Bank's equipment or Bank's system that may result in interruption of Alliance BizSmart® QR Mobile Application. No liability shall be incurred by the Bank as a result of any such interruptions.
- 1.6 These Terms and Conditions shall bind the Customer with regards to the use of the Alliance BizSmart® QR Mobile Application and they supersede any prior discussions and agreements between Merchants and the Bank and supersede any marketing or similar material pertaining to the Alliance BizSmart® QR Mobile Application delivered to Merchants in writing, verbally or obtained from the Bank's official website.

2. Introduction

- 2.1 The Bank is the Crediting Participant and you are registered as a Merchant under the DuitNow QR services.
- 2.2 In consideration of the DuitNow QR fees (if any) paid to the Bank, the Bank agrees to facilitate the participation of the Merchant in DuitNow QR services via Alliance BizSmart® QR Mobile Application in accordance with these Terms and Conditions.
- 2.3 By downloading and utilising the Alliance BizSmart® QR Mobile Application, Merchants agree to observe all the DuitNow QR operating procedures issued by the DuitNow QR Owner & Operator which is applicable to the Merchant as reflected these Terms and Conditions, including any future revisions communicated by the Bank to the Merchant.

3. DuitNow QR Service

- 3.1 The DuitNow QR services allows you to receive payment into your designated Account from a Payer by scanning the DuitNow QR generated by you via Alliance BizSmart® QR Mobile Application.



- 3.2 Cross-Border QR is an extension of DuitNow QR service which allows the Merchant to receive payments from a foreign payer's account by scanning the QR code generated via Alliance BizSmart® QR system.
- 3.3 To receive funds via DuitNow QR, Merchants must download and install the Alliance BizSmart® QR Mobile Application on a mobile device and select an Account to be used for crediting of funds and deduction of charges in relation to the DuitNow QR services and/or Alliance BizSmart® QR Mobile Application.
- 3.4 The Alliance BizSmart®QR Mobile Application enables Merchants to generate a Static QR Code or a Dynamic QR Code to be displayed at the cashier counter or on a mobile device.
- 3.5 Merchants will be notified of the status of each successful, failed or rejected DuitNow QR transaction via the Alliance BizSmart® QR Mobile Application in-app notification or any of the Bank's available communication channels.
- 3.6 Merchants shall ensure and be solely responsible for ensuring that the payment amount keyed-in by the Merchants for payment via Dynamic QR Code is correct prior to displaying it to the Payer.
- 3.7 In the event Merchants have any reason to believe that their Static QR Code has been tampered with, Merchants shall immediately reprint and replace the tampered Static QR Code.
- 3.8 The Bank reserves the right: -
 - a) To conduct an inspection of the Merchant's outlet or business premises; and/or
 - b) To enquire the production of documents evidencing the Merchant's identity and business activities,for any reasons the Bank deems fit.
- 3.9 The Bank reserves the right to add, modify or remove any DuitNow QR or Alliance BizSmart® QR Mobile Application features at its absolute discretion from time to time as it sees fit.

4. Obligations of Merchants

- 4.1 If the Merchant wishes to receive funds via DuitNow QR, the Merchant:
 - 4.1.1 Shall not impose any fees for POS payments made by Payers using DuitNow QR service; and
 - 4.1.2 Shall not deduct any RPP fees from the cash out withdrawal (if applicable) and ensure the Payer is paid in full amount.
- 4.2 The Merchant shall accept payments or cash out (if applicable) that draw funds from E-Money account offered by issuers of E-Money and all types of deposit accounts offered by banks, except for fixed deposit accounts. This shall include, but is not limited to, all types of conventional and/ or Islamic investment account, Islamic deposit accounts, current accounts, virtual internet accounts and/or line of credit accounts tied to payment cards.
- 4.3 The Merchant must not make any warranty or representation in respect of goods or services supplied which may bind the Bank, DuitNow QR Owner & Operator, Debiting Participant, or any other participants in the service.



- 4.4 The Merchant must establish and maintain a fair policy for correction of errors and facilitate recovery of funds for erroneous or mistaken payments and/or unauthorised or fraudulent payments.
- 4.5 The Merchant shall consent and allow the Bank to disclose its information pertaining to the payment processes as the DuitNow QR Owner & Operator may reasonably require for DuitNow QR services.
- 4.6 The Merchant who has been granted a non-transferable license to use the DuitNow QR Brand shall not license or assign the said right to use to any other third party. The Merchant shall comply with the DuitNow Brand guidelines at all times.
- 4.7 For the purpose of Clause 4.6, the Merchant will be liable for any claims, damages and expenses arising out of or caused to arise from misuse or unauthorised usage of the DuitNow QR Brand. In the event of such breach, the Merchant sub-licensed rights of using the DuitNow QR Brand shall automatically be revoked and ceases immediately, whereupon these Terms and Conditions shall be terminated henceforth, without affecting accrued rights of parties. Upon termination, Clause 4.8 shall apply accordingly.
- 4.8 This Clause 4 shall survive termination of these Terms and Conditions. Termination does not affect either party's rights accrued, and obligations incurred before termination.

5. Obligations of the Bank

- 5.1 The Bank shall immediately credit and make funds available in the Merchants' Account, except for situations where Merchants have specifically agreed for delayed or batched posting.
- 5.2 Any refund by the Bank shall be made together with DuitNow QR fees (if any) to the Merchant if such fees were incurred due to Payer's dispute that are not caused by the Merchant. However, if the Merchant opts to partially refund overpayments to the Payer, the Merchant shall bear the DuitNow QR fees (if any) for executing such refund.
- 5.3 The Bank shall implement reasonable measures to detect, mitigate, resolve and prevent actual and suspected fraudulent or unauthorised acts.

6. Recovery of Funds

6.1 Merchants shall:

- 6.1.1 assist the Bank in any investigation of erroneous or mistaken payment as stated in Clause 7;
- 6.1.2 assist the Bank in any investigation on unauthorised or fraudulent payment as stated in Clause 8;
- 6.1.3 effect refund(s) to the Payers or Debiting Participants, as the case may be, if it is found that the Merchant is responsible for such erroneous, mistaken unauthorised or fraudulent payment.
- 6.1.4 In the event erroneous or mistaken payment is caused by the Merchant, after verification and confirmation from the Merchant with respect to such erroneous or mistaken payment,



the Bank shall immediately reverse out all credits erroneously posted to the Merchant's Account regardless of whether funds have been recovered from other affected parties

7. Erroneous or Mistaken DuitNow QR Transaction

7.1 The Bank shall inform the Merchant once the Bank receives a request to recover funds that is wrongly credited to the Merchant due to an erroneous or mistaken payment. The Merchant must facilitate the recovery of funds process stated in Clause 7.2.

7.2 Upon receiving a recovery of funds request for erroneous or mistaken payment, the Bank has the right to debit the Merchant's Account to recover funds within five (5) Business Days after the following conditions are met:

7.2.1 If the recovery of funds request is received by the Bank within ten (10) Business Days from the date of the erroneous or mistaken payment:

7.2.1.1 The Bank is fully satisfied that funds were erroneously or mistakenly credited to the Merchant's Account;

7.2.1.2 The Bank has provided notification to the Merchant regarding the proposed debiting of Merchant's Account and the reason for such debiting; and

7.2.1.3 There is sufficient balance in the Merchant's Account to cover the recovery amount.

7.2.2 If the recovery of funds request is received by the Bank between eleven (11) Business Days and seven (7) months from the date of erroneous or mistaken payment:

7.2.2.1 The Bank is fully satisfied that funds were erroneously or mistakenly credited to the Merchant's Account;

7.2.2.2 The Bank has provided written notification to the Merchant where the erroneous/mistaken payment will be recovered through debiting of the Merchant's Account within ten (10) Business Days of the notification unless the Merchant provides reasonable evidence to substantiate ownership of the funds in question; and

7.2.2.3 There is sufficient balance in the Merchant's Account.

7.2.3 If the recovery of funds request is received by the Bank after seven (7) months from date of erroneous or mistaken payment:

7.2.3.1 The Bank must seek the the Merchant's prior written consent to debit the Merchant's Account to recover the funds, and the Merchant must give its consent to debit its Account within ten (10) Business Days of receiving the request to debit from the Bank.

7.3 Where the Merchant receives a request for consent from the Bank as described in Clause 7.2.3.1, the Merchant shall not unreasonably withhold consent to debit its Account where there is a legitimate recovery of funds request.

8. Unauthorised or Fraudulent DuitNow QR Transaction



- 8.1 The Bank shall inform the Merchant once the Bank receives a request to recover funds that is wrongly credited to the Merchant due to an unauthorised or fraudulent payment. The Merchant must facilitate the recovery of funds process stated in Clause 8.2.
- 8.2 If the Merchant receives an unauthorised or fraudulent payment, the Merchant shall:
- 8.2.1 Immediately take all practicable measures to prevent or block further misuse of unauthorised or fraudulently transferred funds for the benefit of the Beneficiary of Fraud;
 - 8.2.2 Furnish to the Bank, including but not limited to the name, address, contact information, national identity card number/passport number to conclusively identify the Beneficiary of Fraud within seven (7) Business Days of detecting the unauthorised or fraudulent payment.
 - 8.2.3 Take all practicable measures to the extent permitted by law to recover funds from the unintended recipient of funds including but not limited to reversing out credits, drawing on deposits or other financial guarantees that the Beneficiary of Fraud placed/places with the Merchant, stopping delivery of goods, suspending services that the Beneficiary of Fraud has paid for, repossessing goods delivered to the Beneficiary of Fraud and/or taking legal action against the Beneficiary of Fraud; and
 - 8.2.4 Immediately provide information required in Clause 8.2.2 to the Bank to facilitate the Payer's Bank's investigation.
- 8.3 In the event the Bank receives payment request from a Merchant which the Bank believes to be an unauthorised or fraudulent payment, the Bank shall do the following (upon becoming aware of the suspected unauthorised or fraudulent payment):
- 8.3.1 the Bank shall conduct investigation to determine:
 - a. Whether the Merchant is implicated in the unauthorised or fraudulent payment; or
 - b. Whether there is sufficient grounds to conclude that the Merchant is involved, or has benefited, directly or indirectly from the unauthorised or fraudulent payment; and
- the Bank shall prevent or block withdrawal or and further use of the remaining funds in the Merchant's Account until there is satisfactory resolution of Unrecoverable Loss.
- 8.3.2 The Merchant shall facilitate and cooperate with the Bank to complete the investigation.
- 8.4 In the event the Merchant is responsible for unauthorised or fraudulent payment, Clause 12 shall apply accordingly.

9. Dispute Resolution

- 9.1 Merchants shall, in good faith, attempt to settle all disputes or conflicts with the Bank arising in connection with the DuitNow QR Services and/or Alliance BizSmart® QR Mobile Application amicably and by mutual agreement.



- 9.2 However, Merchants shall have the right to lodge a complaint with the DuitNow QR Owner & Operator if there are allegations of the Bank's non-compliance with the DuitNow QR operating rules as reflected in these Terms and Conditions.
- 9.3 The DuitNow QR Owner & Operator shall review of such complaints and allegations in accordance with Clause 9.4.
- 9.4 Merchant shall have the right to refer their disputes to the DuitNow QR Owner & Operator if there is an allegation of the Bank's non-compliance to the DuitNow QR rules. The DuitNow QR Owner & Operator will review such complaints and allegations, but such review will be confined to:
- 9.4.1 Determination whether there has been non-compliance;
 - 9.4.2 Stipulating remedies for the Bank to correct or address the non-compliance; and
 - 9.4.3 Determination if penalties are applicable for the non-compliance.
- 9.5 All decisions rendered by the DuitNow QR Owner & Operator in response to complaints from Merchant shall be prima facie binding on the Bank.

10. Indemnity

- 10.1 Subject to the other party's compliance with Clause 10.2, each party ("Indemnifying Party") agrees to indemnify and hold the other party and its employees and agents harmless against any and all losses, expenses, claims, suits, demands, actions, and proceedings including all reasonable legal and other related fees or charges ("Liability") which the other party may suffer or incur or for which the other party may become liable as a result of:
- 10.1.1 Any negligence, misrepresentation or fraud on the part of the Indemnifying Party, its employees and agents with respect to the performance of its obligations or the exercise of any its rights under this Terms and Conditions;
 - 10.1.2 Any claim by Payer, the Bank, Debiting Participant, DuitNow QR Owner & Operator or any other person for any breach by the Indemnifying Party of any applicable laws;
 - 10.1.3 The failure of the Indemnifying Party to observe any of its obligations under these Terms and Conditions; or
 - 10.1.4 Any use of the DuitNow QR Brand by the Indemnifying Party other than as permitted in these Terms and Conditions.
 - 10.1.5 Except to the extent where such Liability arises or is incurred by the other party by reason of any act or omission on its part mentioned in Clause 10.1.1 to Clause 10.1.4.
- 10.2 In the event a claim is made against a party in respect of which it is entitled to be indemnified pursuant to Clause 10.1, that party must:
- 10.2.1 Give notice of any such claim to the other party;



- 10.2.2 Consult with the other party in relation to any such claim; and
- 10.2.3 Not to settle any claim without obtaining the prior written consent of the other, such consent not to be unreasonably withheld.
- 10.3 The Bank shall not be liable to the Merchant for any loss or damage suffered by the Merchant as a result of:
 - 10.3.1 A missing or erroneous payment; and
 - 10.3.2 The delay or disruption caused by any system failure beyond the Bank's reasonable control.

11. Suspension

- 11.1 The DuitNow QR Owner & Operator or the Bank, as the case may be, reserves the right to suspend the Merchant's access to the DuitNow QR service and/or the Alliance BizSmart® QR Mobile Application under the following circumstances, which includes but not limited to:
 - 11.1.1 The Merchant breached any of these Terms and Conditions, the Other Terms and Conditions or any applicable rules, guidelines, regulations, circular or laws related to the DuitNow QR service that was communicated to the Merchant by the Bank;
 - 11.1.2 The Merchant has inadequate operational control or insufficient risk management processes, resulting in potential threats to the stability, integrity, safety and efficiency of the DuitNow QR services, RPP and/or Alliance BizSmart® QR Mobile Application; or
 - 11.1.3 The Merchant is suspected on reasonable grounds that it has committed or will commit fraudulent act in connection with the DuitNow QR services and/or Alliance BizSmart® QR Mobile Application.
- 11.2 Upon suspension of the Merchant:
 - 11.2.1 The services provided to the Merchant under the DuitNow QR service will be suspended immediately,
 - 11.2.2 the Merchant must cease all promotional and advertising that is related or can be perceived to be related to DuitNow QR;
 - 11.2.3 The Merchant shall remove all DuitNow QR Brand from the Merchants' marketing collaterals, channels, materials and website; and
 - 11.2.4 The Merchant must take all reasonable steps to comply with any directions of the Bank to minimise impact on Payers of the suspension or termination.

12. Termination

- 12.1 The DuitNow QR Owner & Operator or the Bank, as the case may be, reserves the right to terminate the services provided hereunder or the DuitNow QR services and usage of the Alliance BizSmart® QR Mobile Application under this Terms and Conditions under the following circumstances, which includes but not limited to:



- 12.1.1 This Terms and Conditions is terminated or expired;
 - 12.1.2 The Merchant breached any of these Terms and Conditions, the Other Terms and Conditions or any applicable rules, guidelines, regulations, circular or laws related to the DuitNow QR service that was communicated to the Merchant by the Bank;
 - 12.1.3 The Merchant fails to remedy or take adequate steps to remedy its default under these Terms and Conditions, the Other Terms and Conditions or any or any applicable rules, guidelines, regulations, circular or laws related to the DuitNow QR service to the satisfaction of the Bank or the DuitNow QR Owner & Operator, as the case maybe, within the timeframe specified by the Bank;
 - 12.1.4 The Merchant has inadequate operational control or insufficient risk management processes, resulting in potential threats to the stability, integrity, safety and efficiency of the DuitNow QR services, RPP and/or Alliance BizSmart® QR Mobile Application;
 - 12.1.5 Court order(s) affecting the Merchant or the Bank membership and/or legal status;
 - 12.1.6 Directive(s) issued by regulatory or government authority affecting the Merchant or the Bank membership and/or legal status;
 - 12.1.7 The Merchant's insolvency;
 - 12.1.8 The Bank's membership in DuitNow QR, RPP or RENTAS is terminated or suspended and the Merchant has not appointed a replacement bank; or
 - 12.1.9 Such other detrimental circumstances or reasons that the DuitNow QR Owner & Operator or the Bank considers necessary to suspend or terminate the Merchant's access to DuitNow QR service.
- 12.2 Upon termination of these Terms and Conditions, the participation of the Merchant in DuitNow QR shall be automatically terminated and the Merchant will no longer have access to the DuitNow QR services and the Alliance BizSmart® QR Mobile Application and the related services provided under the DuitNow QR.

13. Additional Suspension and Termination Events

- 13.1 In addition to Clause 11.1, the Bank reserves the right to suspend the Merchant's access to the DuitNow QR service and/or the Alliance BizSmart® QR Mobile Application under the following circumstances:
 - 13.1.1 Suspension of the Merchant or the Bank by the DuitNow QR Owner & Operator;
 - 13.1.2 The Merchant fails to remedy or take adequate steps to remedy its default under these Terms and Conditions, the Other Terms and Conditions or any or any applicable rules, guidelines, regulations, circular or laws related to the DuitNow QR service to the satisfaction of the Bank or the DuitNow QR Owner & Operator, as the case maybe, within the timeframe specified by the Bank or the DuitNow QR Owner & Operator, as the case maybe;
 - 13.1.3 The DuitNow QR Owner & Operator has determined that the Merchant has been inactive in DuitNow QR service for 12 consecutive months in which the Merchant has not received any payment; and



- 13.1.4 Such other detrimental circumstances or reasons that the DuitNow QR Owner & Operator or the Bank considers necessary to suspend the Merchant's access to DuitNow QR service and/or the Alliance BizSmart® QR Mobile Application.
- 13.2 Upon suspension by the Bank, in addition to Clause 11.2, the Merchant:
 - 13.2.1 will no longer have access to the DuitNow QR service and/or the Alliance BizSmart® QR Mobile Application;
 - 13.2.2 the Merchant must cease all promotional and advertising that is related or can be perceived to be related to DuitNow QR and stop printing and displaying DuitNow QR images to the Payers;
 - 13.2.3 is responsible for finding an alternative method to receive/collect payments; and
 - 13.2.4 must take all reasonable steps to assist the Bank in notifying each Payer affected by the action that the Merchant is no longer a participant of DuitNow QR, in the form directed by the Bank.
- 13.3 In addition to Clause 12.1, the Bank reserves the right to terminate the services provided hereunder or the DuitNow QR services and usage of the Alliance BizSmart® QR Mobile Application under this Terms and Conditions under the following circumstances:
 - 13.3.1 The circumstances under Clause 13.1 above;
 - 13.3.2 Termination or suspension of the Merchant by the DuitNow QR Owner & Operator;
 - 13.3.3 Violation, misuse or unauthorised usage of the DuitNow QR Brand by the Merchant or any third party; and
 - 13.3.4 The Merchant is determined by the Bank to be responsible for an unauthorised or fraudulent payment upon investigation.
- 13.4 Notwithstanding the generality of the foregoing, the Bank reserves the right to terminate or suspend the Merchants' access to the DuitNow QR services and the Alliance BizSmart® QR Mobile Application at any time without assigning any reason.
- 13.5 Termination does not affect either party's rights accrued, and obligations incurred before the effective date of termination.
- 13.6 Upon termination of the Merchant from the DuitNow QR service and/or the Alliance BizSmart® QR Mobile Application, Merchants:
 - 13.6.1 will no longer have access to the DuitNow QR service and/or the Alliance BizSmart® QR Mobile Application;
 - 13.6.2 shall continue to maintain an account with the Bank to credit funds and debit miscellaneous charges for period of not less than five (5) Business Days after the effective date of termination;
 - 13.6.3 shall immediately cease all promotional and advertising that is related or can be perceived to be related to the DuitNow QR and stop printing and displaying DuitNow QR images to Payers;



- 13.6.4 shall return to the Bank all documents and intellectual property assets of DuitNow QR, if any; and
- 13.6.5 must remove the DuitNow QR Brand from the Merchants' marketing collaterals, channels, materials and website.
- 13.7 Alliance Bank Malaysia Berhad shall not be liable for any claims, loss, damage or expense of any kind arising directly or indirectly as a result of suspension or termination of Merchant's access to DuitNow QR.

14. Voluntary Exit from DuitNow QR Services

- 14.1 Merchants has the option to terminate their access to the Duitnow QR services at any time by giving prior written notification to the Bank. Upon termination by Merchants, Merchants shall cease usage and delete the Alliance BizSmart® QR Mobile Application from the Merchant's device and the provisions of Clause 13.6 herein shall apply.

15. Indemnity by Merchant

- 15.1 In addition to Clause 10, the Merchant agrees to indemnify and hold the Bank and its employees and agents harmless against any and all Liability which the Bank may suffer or incur or for which the Bank may become liable as a result of:
 - 15.1.1 the Merchant's disclosure of Security Codes to any other person in any manner and through any channels whatsoever;
 - 15.1.2 the Merchant's failure to take reasonable steps to keep the Security Codes private and/or secure at all times;
 - 15.1.3 the Merchant's failure to report a breach, disclosure or compromise of the Security Codes as soon as reasonably practicable upon being aware of the breach or loss respectively;
 - 15.1.4 the Bank discharging or carrying out any mandate or instructions provided by the Merchant
 - 15.1.5 the Bank enforcing its rights against the Merchant; or
 - 15.1.6 the Bank complying with any court judgment or any court order, or any decree or directive or order whether or not having the force of law issued by any legally constituted tribunal body entity or authority, arising from any court actions or court proceedings or from any other proceedings, actions or claims other than that of a court and which are applicable to or directed to or in any way related to the Merchant.

16. Limitation of Liability

- 16.1 Except as otherwise expressly stated in these Terms and Conditions and to the extent permitted under the applicable laws and regulations, the Bank



- 16.1.1 Expressly disclaims any form of liability with respect to any delays, failure or error in the Merchants' use of the DuitNow QR services and/or Alliance BizSmart® QR Mobile Application;
 - 16.1.2 shall in no event be liable whether in contract, tort (including negligence), strict liability or any other basis for any loss of profits, loss of business, loss of use, loss of goodwill, loss of savings, loss of opportunity, business interruption or other consequential, special, incidental, indirect, exemplary or punitive damages incurred or suffered by you or any other person as a consequence of accessing or using the DuitNow QR services and/or Alliance BizSmart® QR Mobile Application; and
 - 16.1.3 shall not be responsible for any loss of or damage to the Merchants' data, software, equipment, network access or other equipment used to access the DuitNow QR services and/or Alliance BizSmart® QR Mobile Application which includes any unauthorised use and/or intrusion, interference or attack by any person, virus, Trojan horse, worm, macro or other harmful components or deleterious programs or files.
- 16.2 For the purposes of this clause, loss or damage includes any consequential or economic loss or damage.

17. Liability for Unrecoverable Loss

- 17.1 For erroneous, mistaken, unauthorised and/or fraudulent payment that cannot be partially or fully recovered, the amount that cannot be recovered will be deemed as Unrecoverable Loss and the party causing the Unrecoverable Loss will be liable to bear that loss.
- 17.2 In the event it is concluded after investigation above that the Merchant caused the Unrecoverable Loss or could have reasonably prevented the Unrecoverable Loss, the Bank shall notify the Merchant and shall have the right to freeze the funds in the Merchant's Account (up to the amount of the Unrecoverable Loss) until there is satisfactory resolution of Unrecoverable Loss.
- 17.3 The Merchant agrees to take all measures to recover the Unrecoverable Loss if the Unrecoverable Loss is caused by the fault or negligence of the Merchant. Notwithstanding the aforesaid, the Bank shall not be prevented from taking legal action against the Merchant to make good the Unrecoverable Loss to the extent permitted by law.
- 17.4 The Bank shall fully refund the DuitNow QR fees (if any) incurred for erroneous, mistaken, unauthorised and/or fraudulent payment to Merchants if the error was not caused by the Merchant, except in situations where the Merchant decides to partially refund an overpayment to the Payer. If the Merchant opts to partially refund overpayments to the Payer, the Merchant shall bear the DuitNow QR fees (if any) for executing such refund.

18. Service Availability & Delay in Payments

- 18.1 DuitNow QR services is intended to be available 7 days a week, 24 hours a day. Nonetheless, Merchants acknowledge that there may be:
 - a) Daily downtime where the Bank carries out maintenance over its systems and equipment;
 - b) Occasional downtime due to any other unforeseen interruption beyond the Bank's control; and/or



- c) Transactions and/or Instructions which cannot be processed due to downtime or interruption of third-party systems or services where such are involved.

18.2 The Merchant acknowledges that delay may occur in the processing of payment instructions in the event mentioned in Clause 18.1 and the Bank shall not be liable in any manner whatsoever for the occurrence of any such downtime, interruption and/or delay.

19. Alliance BizSmart® QR Mobile Application

19.1 Alliance BizSmart® QR Mobile Application may be downloaded only from the authorised Apple App Store, Google Play or other application stores that are approved by the Bank on mobile device that runs on iOS, Android or other supported operating systems determined by the Bank.

19.2 Alliance BizSmart® QR Mobile Application only allows for one registered mobile device per user and registration is required to access the DuitNow QR service provided in the Alliance BizSmart® QR Mobile Application. Merchants will be required to undergo a registration process via SMS or Security Token and DuitNow QR Administrator may create Cashier(s) in Alliance BizSmart® QR Mobile Application.

19.3 Merchants shall be fully responsible for understanding the functions, security standards and risks of the Alliance BizSmart® QR Mobile Application and shall refrain from any act or omission which may compromise the Merchants' access to update the Alliance BizSmart® QR Mobile Application.

19.4 Merchants shall be responsible to update the Alliance BizSmart® QR Mobile Application to the latest version as may be made available to Merchants from time to time. Merchants may be restricted from using the Alliance BizSmart® QR Mobile Application unless the latest software update has been installed.

19.5 Merchants shall keep the mobile device downloaded with the Alliance BizSmart® QR Mobile Application safe.

19.6 The Bank does not warrant that the Alliance BizSmart® QR Mobile Application is compatible with all mobile devices and the Bank reserves the right to change the version of operating system that works with Alliance BizSmart® QR Mobile Application at any time.

19.7 Merchants shall not, or permit another person to, alter or modify, reproduce, reverse input, decompile or disassemble Alliance BizSmart® QR Mobile Application at any time.

19.8 The Bank shall not be made liable or responsible for any losses that is suffered or for any costs that might incur due to damage or corrupted or failure of the devices, hardware, software or any improper use of the Alliance BizSmart® QR Mobile Application.

19.9 The Bank reserves the right to modify or upgrade its security from time to time and may require Merchants' prompt cooperation to implement any software or hardware upgrades to remove and/or prevent any virus or malware attacks.

20. Additional Obligations of Merchants

20.1 Merchants shall provide true, correct, and accurate information to the Bank in relation to the Merchant and its business which includes but not limited to name, NRIC/registration number,



- mobile number, nationality/place of incorporation, address, nature of business, business name, Account, outlet and Cashier.
- 20.2 In the event there are any changes to the information provided to the Bank, Merchants shall update the information via the Alliance BizSmart® QR Mobile Application and/or notify the Bank immediately.
- 20.3 Merchants acknowledge that the Bank shall not be liable and Merchants shall indemnify the Bank for any loss or damage that may arise due to Merchants' failure or delay to keep the Bank updated of any changes to the information provided to the Bank.
- 20.4 The Merchant, DuitNow QR Administrator and Cashier must take all reasonable precautions and diligence to prevent any unauthorised use of their DuitNow QR and their mobile devices including but not limited to the following measures: -
- a) Enable lock on their mobile devices;
 - b) Not keeping any written record of the Security Code on, with or near their mobile devices;
 - c) Not to display or to allow another person to see the Security Code during entry/sign-in;
 - d) Not to use the Security Code negligently or recklessly which will contribute to or cause losses due to any unauthorised DuitNow QR Transaction involving any third party;
 - e) Avoid using date of birth, identity card number or mobile number as the Security Code.
 - f) Check the account details and transactions and report any discrepancy to the Bank without undue delay.
 - g) Logout from the Alliance BizSmart® QR Mobile Application properly after use and not leave the mobile devices with Alliance BizSmart® QR Mobile Application unattended.
 - h) Ensure the correct profile is used when using the Alliance BizSmart® QR Mobile Application.
 - i) At no time and under no circumstances reveal the Security Code to anyone including to any Bank staff.
- 20.5 In the event the Merchant, DuitNow QR Administrator or Cashier have any reason to believe that any of their Security Code(s) have been misused and/or compromised by disclosure, discovered or howsoever, they must inform the Bank immediately.
- 20.6 Merchants agree that the Bank has the right to suspend or de-register the DuitNow QR Administrator or Cashier username due to a breach or potential breach in security of the DuitNow QR services or Alliance BizSmart® QR Mobile Application as and when the Bank deems appropriate at its discretion. The Bank shall not be held liable for any loss/damage suffered as a result of such suspension or de-registration of username.
- 20.7 Merchants agree and warrant not to use the DuitNow QR services and the Alliance BizSmart® QR Mobile Application for any unlawful or illegal activities.
- 20.8 Merchants shall have good title or ownership over the products and services they offer to Payers.



- 20.9 Merchants will be responsible and held accountable for the conduct of their DuitNow QR Administrator and Cashier(s). Merchants shall educate their DuitNow QR Administrator and Cashier(s) on these Terms and Conditions and the Other Terms and Conditions especially in relation to the Cashier's responsibilities, DuitNow QR operations and possible risks in using DuitNow QR services and Alliance BizSmart® QR Mobile Application.
- 20.10 DuitNow QR Administrator and Cashier have a duty to ensure the information provided and activities conducted through the DuitNow QR services and the Alliance BizSmart® QR Mobile Application shall NOT: -
- a) Be false, inaccurate or misleading;
 - b) Be fraudulent or involve the sale of counterfeit or stolen items;
 - c) Consists of providing illegal money lending;
 - d) Be related in any way to any form of gambling and/or illegal gaming activities;
 - e) Infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy;
 - f) Violate any law, statute, ordinance, contract or regulation (including but not limited to, those governing financial services, consumer protection, unfair competition, anti-discrimination, or false advertising);
 - g) Be defamatory, trade libel, unlawfully threatening or unlawfully harassing;
 - h) Be obscene or contain pornography;
 - i) Contain any viruses, Trojan horses, worms, time bombs, cancel bots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information;
 - j) Facilitate the sale of counterfeit goods; and
 - k) Cause the Bank to receive excessive complaints regarding your Account or business;

If there is any use or attempt to use the DuitNow QR services and the Alliance BizSmart® QR Mobile Application for unlawful purposes (including but not limited to the above) Merchants' and their DuitNow QR Administrator and Cashiers' access to DuitNow QR services and the Alliance BizSmart® QR Mobile Application will be terminated. Merchants and their DuitNow QR Administrator and Cashiers may be subjected to damages and other penalties, including criminal prosecution, where available.

- 20.11 Merchants shall accept full responsibility and accountability and be fully liable for all promotional activities regarding the DuitNow QR services. Merchants agree to take all reasonable steps to ensure all content and terms stated in the DuitNow QR promotion are correct and fair and not violating any rules, regulations or laws of Malaysia and/or causing any harm, offence and/or discrimination to the customers or the general public. The Bank plays no part in the Merchant's DuitNow QR promotion and shall not be liable for any false or misleading information in the Merchant's DuitNow QR promotion.



- 20.12 Merchants shall not make any warranty or representation in respect of goods or services supplied which may bind the Bank, DuitNow QR Owner & Operator or any other participants of DuitNow QR Owner & Operator.
- 20.13 The Bank has the absolute discretion to stipulate additional requirements that the Bank deems necessary from time to time to ensure proper operation of the DuitNow QR service and/or the Alliance BizSmart® QR Mobile Application.
- 20.14 The Bank does not warrant the accuracy of any information pertaining to the Merchant's Account(s), or transactions as reported through DuitNow QR services due to time delays and/or errors that may occur. Merchants are advised to regularly review any alerts, statements, or notices issued or made available by the Bank, to ensure that there are no errors, irregularities, discrepancies, claims or unauthorised items or transactions, regularly and from time to time.
- 20.15 This Clause 20 shall survive the termination of these Terms and Conditions. Termination shall not affect either party.

21. Crediting to Merchant

- 21.1 The Bank is required to credit Merchants' Account with funds from incoming payment Instructions and make the incoming funds available for the Merchants' unencumbered use immediately except for situations where Merchants have specifically agreed for delayed or batched posting.
- 21.2 The Bank must make full payment to Merchants and shall not deduct any fees from the incoming payment/ funds due to Merchants, except in situations where Merchants have specifically agreed in writing that fees can be deducted from incoming payment/ funds.

22. Provision of Reconciliation Information

- 22.1 The Bank shall make available to Merchants the following minimum information, for the purpose of facilitating Merchants' reconciliation processes and accounting for payment of receipts and fees :
 - 22.1.1 Reference No. or Business Message Identifier;
 - 22.1.2 Payer's name;
 - 22.1.3 Recipient's Reference;
 - 22.1.4 Other payment details, where applicable;
 - 22.1.5 Transaction amount;
 - 22.1.6 Transaction date and time;
 - 22.1.7 Debiting Participant's name;
 - 22.1.8 Gross total transaction value;
- 22.2 The Bank shall provide Merchants with the information described in Clause 22.1 in one of the following manner :



- 22.2.1 Mobile application;
- 22.2.2 Internet Banking;
- 22.2.3 Data files or electronic files;
- 22.2.4 Statements and/or e-statements; or
- 22.2.5 Reports, either electronic or in hardcopies

23. Disclaimer

- 23.1 The DuitNow QR Owner & Operator and the Bank shall not be liable for any claims, actions, demands, costs, expenses, losses, and damages (actual and consequential) including legal costs that are incurred or suffered by the Merchant arising out of or caused by the usage of the Alliance BizSmart® QR Mobile Application or in connection with the operations and services provided by the Bank.
- 23.2 Except to the extent expressly stated in this Terms and Conditions, the Bank does not warrant that the Alliance BizSmart® QR Mobile Application will (i) meet the Merchant's requirements; (ii) operate in combination with hardware, software, systems or data; (iii) meet any performance level, resource utilisation, response time, or system overhead requirements; or (iv) operate uninterrupted, free of errors, or without delay. The Bank is not responsible for problems caused by: (a) use of the Alliance BizSmart® QR Mobile Application outside the scope of this Terms and Conditions or not used in compliance with this Terms and Conditions, the DuitNow QR operating rules issued by the DuitNow QR Owner & Operator and the Other Terms and Conditions; (b) any modification to the Alliance BizSmart® QR Mobile Application not made by the Bank; (c) any change in or modification to the operating characteristics of Merchant's system or any component of Merchant's system that is inconsistent with the Alliance BizSmart® QR Mobile Application specification; or (d) use of the Alliance BizSmart® QR Mobile Application with hardware or software that is not interoperable with the same. Except for the express warranty set forth in this Terms and Conditions, the Bank makes no other warranties, either express or implied and hereby disclaims any further representations, warranties, conditions or other terms express or implied by statute or otherwise, including but not limited to implied warranties, conditions or other terms as to the satisfactory quality, merchantability or fitness for a particular purpose, and warranties of title and non-infringement. The Merchant is solely responsible for its use of the Alliance BizSmart® QR Mobile Application under this Terms and Conditions.

24. Confidentiality

- 24.1 The Merchant shall treat all information it receives or possesses as a pursuant to this Terms and Conditions and the use of the Alliance BizSmart® QR Mobile Application as confidential and will not use such information other than for the purposes which it was given.
- 24.2 In the event the Merchant receives any data and information whether through of the Alliance BizSmart® QR Mobile Application or otherwise which is not intended for the Merchant, the Merchant agrees that all such data or information shall be deleted at once and the Merchant shall immediately notify the Bank without delay.

25. Variation



- 25.1 The Bank shall from time to time by notice to the Merchant be entitled to add to, change, suspend, vary and/or withdraw any one or more of this Terms and Conditions, including (a) transaction fees; (b) the terms and conditions of any agreement previously or hereinafter to be executed by the Merchant with respect to and/or for Alliance BizSmart® QR Mobile Application; and (c) the scope of the Alliance BizSmart® QR Mobile Application, such as the manner, method, procedures, security features or requirements, mode, processing time, the administrative, management and/or operating systems of whatever kind.
- 25.2 The Bank shall be entitled to give notice to the Merchant by any one or more of the following means:
- 25.2.1 By notice issued pursuant to Clause 26 herein.
- 25.2.2 By placing a notice at the premises of the Bank and/or its branches,
- provided that where a notice period is stipulated, such period shall commence or end, from or at a date (as the case may be) set out in the notice. In the event of any conflict of dates appearing in the forms of notice utilised by the Bank, the earlier date shall prevail and be conclusively binding on the Merchant.



26. Notice

- 26.1 All approvals, confirmations, correspondence and/or notices from the Bank to the Merchant shall be in writing and in the English language and shall be served either by (a) email addressed to the Merchant's last email address informed to the Bank in writing, whereupon service shall be deemed upon the Bank's sending of the email; (b) secure email to the Merchant's Alliance BizSmart® QR Mobile Application mailbox whereupon service shall be deemed upon the Bank's sending of the email; (c) ordinary or registered post, addressed to the Merchant's last known address informed to the Bank in writing, whereupon service shall be deemed upon the expiry of 5 Business Days from posting, regardless of actual service; (d) courier service, addressed to the Merchant's last address informed to the Bank in writing, whereupon service shall be deemed upon the expiry of 2 Business Days from posting, regardless of actual service; (e) broadcasting a message on www.alliancebank.com.my; or (f) notified to you via the Bank's communication channel.
- 26.2 Any approvals, confirmations, correspondence and/or notices received by the Bank on a non-business Day or after the cut-off time on a Business Day shall be treated as having been received on the next Business Day.
- 26.3 The Merchant shall inform the Bank of any and all changes in the Merchant's business and/or correspondence.

27. Severability

- 27.1 Any part of these Terms and Conditions which shall be illegal, unenforceable or void shall not invalidate or render unenforceable, void or voidable any other part of these Terms and Conditions. The part of these Terms and Conditions which is illegal, unenforceable or void shall be severed from the rest of these Terms and Conditions.

28. Force Majeure

- 28.1 The Bank shall not be liable to the Merchant for any cost, expenses, loss or damage (including loss of profit or goodwill), for failure to observe or perform its obligations under this Terms and Conditions for reasons which could not be reasonable diligence be controlled or prevented by the Bank, including but not limited to, strikes, acts of God, acts of nature, pandemic or epidemic, law or government regulation, fire, flood, storm, riots, power shortages or power failure, power disruption by war, sabotage, inability to obtain sufficient labour, fuel or utilities, failure of any mechanical or electronic device, data processing system or transmission line, electrical failure or industrial dispute.

29. Time

- 29.1 Time wherever mentioned shall be of the essence.



30. Conclusive Evidence

- 30.1 All statements of accounts, records of Instructions and/or Transactions verified and issued by any officer of the Bank in documentary form shall be deemed binding and final on the Merchant as conclusive evidence of the status of Instructions and/or Transactions, and/or of the sums due from the Merchants to the Bank.

31. Forbearance and Compromise

- 31.1 No delay, failure or forbearance in the exercise of any remedy or right by the Bank shall be construed, deemed or interpreted as a waiver on the part of the Bank unless expressly waived by the Bank in writing. The Merchant's liability shall not be diminished or excused by any compromise, forbearance, settlement or any indulgence of whatever kind between the Bank and any other party, including any party providing security of whatever kind to the Bank with respect to the Merchant.

32. Legal Proceedings

- 32.1 The Bank shall be entitled to commence any and all legal proceedings available to the Bank (a) simultaneously, or (b) one after the other, or (c) in any order or sequence, as the Bank shall in its opinion deem fit.

33. Disclosure

- 33.1 The Merchant hereby irrevocably authorises the Bank to furnish from time to time all relevant information arising from and/or related to the Merchant or the Alliance BizSmart® QR Mobile Application to (a) the Credit Bureau of Bank Negara Malaysia, and/or (b) Dishonoured Cheques Information System (DCHEQS), and/or (c) such other parties with power in that regard, and/or (d) any one or more of the companies within the Alliance Banking Group, (e) any other authorised agent of the Bank and/or (f) other financial institutions in order to execute the Instruction provided that the Bank shall not be liable to the Merchant for the furnishing of such information.

34. Reconstruction Of Bank

- 34.1 The Merchant's liabilities, obligations and responsibilities shall not be affected or diminished by any amalgamation, change or reconstruction in the constitution of the Bank. The Bank reserves the right to assign the rights and obligations under this Terms and Conditions to any subsidiary or affiliate of the Bank.

35. Governing Law

- 35.1 These Terms and Conditions shall be construed in accordance with the laws of Malaysia which shall be the governing law.
- 35.2 The Bank and Merchant hereby submit to the exclusive jurisdiction of the Courts of Malaysia.

36. Successors Bound



36.1 These Terms and Conditions shall be binding upon the Merchant's permitted assignees, heirs, personal representatives and/or successors-in-title

37. Help and Support

37.1 For help and support on the Alliance BizSmart® QR Mobile Application, Merchants may contact the Bank at the following:

Alliance Bank Malaysia Berhad Customer Care Centre

Email Address: info@alliancefg.com

Telephone Number: 1-300-80-3388

38. International Use

38.1 The use of the Alliance BizSmart® QR Mobile Application outside of Malaysia is subject to the laws and regulations (including exchange control regulations and requirements of Bank Negara Malaysia) of Malaysia or laws and regulations (including any fiscal or exchange control requirements) operating in the country where the Transaction is affected or requested.

38.2 Merchants shall not carry out their business and use the Alliance BizSmart® QR Mobile Application outside of Malaysia, without obtaining prior written consent of the Bank.

38.3 Merchants shall be wholly liable and responsible for any misconduct or misuse of the Alliance BizSmart® QR Mobile Application outside of Malaysia



Alliance Bank Malaysia Berhad DuitNow QR Soundbox

Terms & Conditions

Merchants who are interested in subscribing to the Alliance Bank Malaysia Berhad DuitNow QR Soundbox are advised to read and understand the terms and conditions below:

BANK AND SOUNDBOX PARTNER

1. The **DuitNow QR Soundbox Programme** ("Programme") is a programme organized by **Alliance Bank Malaysia Berhad** [Registration No. 198201008390 (88103-W)] and its wholly owned subsidiary **Alliance Islamic Bank Berhad** [Registration No. 200701018870 (776882-V)] (collectively referred to as "Alliance Bank"). Alliance Bank has appointed **Tech Hunter Global Sdn Bhd** ("PayHunter") [Registration No. 201701009309 (1223474-T)] as the official partner to provide the DuitNow QR Soundbox ("Soundbox").

ELIGIBILITY

2. Both new-to-bank and existing-to-bank's BizSmart® QR merchants ("Merchants") are required to submit a completed BizSmart® QR Application Form to subscribe to the Soundbox purchase.

FEATURES

3. Soundbox is a new audio-assisted smart device that provides instant notifications when you receive payments.
4. The Soundbox requires an online connection via your Wi-Fi network or data plan.
5. Merchants may choose to subscribe to the data plan annually through a third-party service provider or PayHunter, subject to the respective service provider's agreement.

PAYMENT

6. Payment for the Soundbox shall be made directly by the Merchants to PayHunter . Alliance Bank shall not be held liable for any payments , including but not limited to payment terms, delivery or service quality.
7. Payment for the optional data plan shall be arranged directly between the Merchants and PayHunter. Alliance Bank shall not be held liable for any aspect of this arrangement, including but not limited to payment terms, delivery or service quality.

SOUNDBOX DELIVERY TIMELINE

8. Tech Hunter Global Sdn. Bhd. (PayHunter) will contact the Administrator within 3 working days for BizSmart® QR Soundbox arrangement.
9. Merchants can expect delivery of the Soundbox within a minimum of ten (10) working days upon successful subscription, subject to processing and logistics arrangements.

SOUNDBOX WARRANTY

10. **IMPORTANT: BY USING THE SOUNDBOX PROVIDED BY PAYHUNTER, YOU AGREE TO BE BOUND BY THE TERMS OF THE PAYHUNTER ONE (1) YEAR WARRANTY ("WARRANTY") AS OUTLINED BELOW:**
11. The warranty for the Soundbox is provided by PayHunter and covers a period of one (1) year from the date of first usage ("Warranty Period").
12. The warranty specifically applies to the system and/or interior components of the Soundbox.
13. Upon receipt of the Soundbox that is covered during the Warranty Period, PayHunter will:

- a) Inspect the Soundbox and replace any necessary parts to ensure it functions properly.
 - b) Replace the Soundbox with a product of the same model or with substantially similar features as the original ("Replacement Soundbox").
 - c) The Merchants are responsible for reimbursing PayHunter for the cost of delivering the repaired Soundbox or the Replacement Soundbox.
 - d) Any Soundbox that has been repaired or replaced with a Replacement Soundbox will be delivered to the Merchants directly by PayHunter.
14. PayHunter shall not be liable for any damages, including but not limited to the loss of use, revenue, actual or anticipated profits, business, or opportunities during the ineffective use of the Soundbox and its repair.
15. This warranty does not cover the following:
- a) Any external damages, dents, defacement, scratches, stains, or marks on the Soundbox.
 - b) Damages, defects, malfunctions, or non-functioning of the Soundbox resulting from external causes (including accidents, fire, lightning, acts of God, or similar events).
 - c) Damages and failures arising from any abuse and/or negligence by Merchants or third parties.
 - d) Damages and failures arising from services (including but not limited to modification, disassembling, or repair) provided by any third-party provider other than PayHunter.
 - e) PayHunter reserves the right to terminate the warranty at its sole discretion under certain conditions, immediately treating the warranty as null and void. Upon such termination, PayHunter will no longer be liable or responsible for carrying out any repairs or replacements of the Soundbox, even if it is still within the Warranty Period.

ADDITIONAL FEATURES & REQUIREMENTS

16. The Soundbox is provided for the Merchant's business purposes only and not to be resold or transferred to any other third party.

GENERAL TERMS AND CONDITIONS

17. Alliance Bank is not responsible for the Soundbox sales, delivery, technical support, or maintenance. This solely under the responsibility of PayHunter
18. Limitation of Liability:
- Alliance Bank shall not be held liable for indirect, incidental, special, consequential damages, or any loss of revenue, profits, or data arising out of or in connection with the use or inability to use the Soundbox.
19. Use of the Soundbox:
- The Soundbox is to be used exclusively for its intended purpose. Misuse or unauthorized use can result in the termination of service and/or additional charges being incurred as a result thereof.
20. Indemnification:

Merchants shall indemnify and hold Alliance Bank harmless from and against all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees, and costs arising from or related to the use, misuse, or malfunction of the Soundbox.

21. Maintenance and Support:

Alliance Bank is not responsible for the maintenance of the Soundbox or for providing any technical support related to its usage.

22. Warranties: (in addition to our earlier warranty)

The Soundbox is provided "as is" basis without any express or implied warranties, including warranties of merchantability or fitness for a particular purpose.

23. Safety and Compliance:

Merchants must use the Soundbox in accordance with the safety guidelines provided and comply with all local regulations related to the Soundbox's usage.

24. Data Privacy:

All merchants' data shall be handled in compliance with the prevailing data protection laws/regulations in Malaysia. Alliance Bank shall not be held responsible for any breaches of data privacy by the Merchants.

25. Termination:

Alliance Bank reserves the right to terminate the service at its sole discretion, especially in instances where there are breaches of these T&Cs by the Merchants.

26. Governing Law and jurisdiction:

Any disputes arising out of or in connection with the use of the Soundbox shall be governed by and construed in accordance with the laws of Malaysia and the parties shall submit to the exclusive jurisdiction of the courts in Malaysia.

27. Updates and Modifications:

Alliance Bank reserves the right to update or modify these T&Cs at any time, with notice provided to the Merchants.

28. Assignment:

Merchants may not assign or transfer their rights or obligations under these T&Cs without Alliance Bank's prior written consent.

29. Force Majeure:

Alliance Bank shall not be held responsible for any delay or failure in performance due to events beyond its reasonable control, such as natural disasters, wars, strikes, or government actions.

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