

TERMS AND CONDITIONS GOVERNING DUITNOW QR SERVICE

Definitions

The following terms and expressions used in these Terms and Conditions shall have the following meanings:-

“**Account**” means all of your deposit accounts maintained with us except for fixed deposit and term deposit-i accounts. This shall include, but not limited to, all types of conventional and/or Islamic savings accounts, current accounts and/or credit cards.

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

“**Cross Border QR**” means a service which facilitates point-of-sale payments to Foreign Merchants by scanning the QR codes issued by the Participating Switches.

“**DuitNow National QR Code Standard**” means DuitNow National Quick Response Code Standard specification developed and managed by DuitNow QR Owner and Operator.

“**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 Code Standard or any other QR codes supported by the DuitNow QR Owner and Operator including Cross Border QR.

“**DuitNow QR Owner and Operator**” means Payments Network Malaysia Sdn Bhd [Company Registration No. 200801035403 (836743-D)].

“**Dynamic QR**” means a QR Code that is generated on-demand and usually it has an expiry. Dynamic QR generally requires the Foreign Merchant, Merchant or Recipient to key-in the payment amount or credit transfer.

“**Erroneous Transaction**” means a DuitNow QR transaction that is made wrongly or incorrect in the following circumstance:-

- (a) We post erroneous entries to your Account or generates invalid, incorrect, misdirected or duplicated a DuitNow QR transaction on your behalf due to technical errors or operational errors, and that there is no fault by you;
- (b) The Foreign Merchant or Merchant generates incorrect or duplicates a DuitNow QR transaction due to technical errors or operational errors;
- (c) Technical or operational errors by DuitNow QR Owner and Operator that results in incorrect or duplicated DuitNow QR transaction;
- (d) Transaction is directed to wrong recipient, contains incorrect recipient’s reference, carries the wrong amount or QR ID or is duplicated.

“**Foreign Merchant**” means an individual who is residing outside Malaysia or a company, body corporate or business (including sole proprietor and partnership) operating outside of Malaysia that accepts payment via Cross Border QR service, for purchase of goods and/or services.

“**Merchant**” means individuals, businesses registered with the Companies Commission of Malaysia, sole proprietors, partnerships, government agencies, statutory bodies, societies and/or other similar entities that accept payment via DuitNow QR.

“**Mobile Application**” means PB engage, MyPB App and any other mobile banking application that the Bank may make available to you from time to time, all of which are software applications that can be downloaded via Apple App Store, Google Play Store, Huawei AppGallery or any other mobile application stores that the Bank may include from time to time.

“**Participating Switch**” means a foreign institution that collaborates with DuitNow QR Owner and Operator to provides the Cross Border QR service in its respective country to its acquirer or issuer (as the case may be).

“**Personal Data**” means any information in respect of commercial transactions that relate directly or indirectly to an individual, who is identified or identifiable from that information which includes, but not limited to, the individual’s name, address, identification card number, passport number, banking information, e-mail address and contact details.

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

“**QR ID**” means an alphanumeric code uniquely identifying a Foreign Merchant, Merchant or Recipient for the purpose of routing proceeds to the designated Foreign Merchant’s, Merchant’s or Recipient’s account.

“**Recipient**” means an individual who receives funds via DuitNow QR.

“**Ringgit Malaysia**” or “**RM**” means the lawful currency of Malaysia.

“**Static QR**” means a QR Code that is pre-generated for display and usually it has no expiry date. Static QR generally requires the payer to key-in the payment amount or credit transfer.

“**Terms and Conditions**” means these terms and conditions governing the use of the DuitNow QR including any variations, amendments, revision and/or modification made by us from time to time.

“**Unauthorised Transaction**” refers to the following circumstances:-

- (a) A payment initiated or generated by parties that are not authorised to make those payments. It includes circumstance where the payment instruction was made by a third party who has illegally obtained access to your Account;

- (b) A payment which has been induced by dishonest or fraudulent means. It includes circumstance where you have effected payment as a result of fraudulent DuitNow brand displayed by a third party who purports to be a Foreign Merchant, Merchant or a third party who impersonates a Foreign Merchant, Merchant or Recipient.

“**We**”, “**our**”, “**ours**”, “**us**” and “**the Bank**” refer to Public Bank Berhad [Company Registration No. 196501000672(6463-H)] or Public Islamic Bank Berhad [Company Registration No. 197301001433(14328-V)], as the case may be, and includes all of its successors-in-title and assigns.

“**You**”, “**your**” and “**yours**” refer to our customer who is utilising the DuitNow QR service and has an Account with us.

1. INTRODUCTION

1.1 These Terms and Conditions apply to and regulate your use of the DuitNow QR service offered by us. You are advised to read and understand these Terms and Conditions before using the DuitNow QR service. If you use the DuitNow QR service, you are deemed to have read, understood, accepted and agreed to be bound by these Terms and Conditions.

1.2 The Terms and Conditions shall be read together with:

- (a) The terms and conditions governing Public Bank Online Banking and Mobile Banking which can be found at our website; and
- (b) Terms and conditions governing the Account which can be found at our website;

The terms and conditions referred to in Clauses 1.2 (a) and (b) above shall be collectively referred to as “Other Terms”.

If there is any discrepancy or inconsistency between these Terms and Conditions and Other Terms, these Terms and Conditions shall prevail for matters in relation to DuitNow QR service.

1.3 The Cross-Border QR service is an extension of the DuitNow QR service which allows you to transfer funds to a Foreign Merchant’s account by scanning the QR codes issued by the Participating Switches.

2. DUITNOW QR SERVICE

2.1 The DuitNow QR service allows you to transfer funds from your designated Account to a Foreign Merchant’s, Merchant’s or Recipient’s account by scanning the Foreign Merchant’s, Merchant’s or Recipient’s QR Code. This service also allows you to transfer funds to the Foreign Merchant or Merchant by generating the payer’s QR Code to be scanned by the Foreign Merchant or Merchant.

- 2.2 If you wish to send funds via DuitNow QR, you must first select an Account to be used by us for deduction of funds for transactions made via DuitNow QR. Our Mobile Application enables you to either perform a push payment by scanning a Static QR code or a Dynamic QR code displayed by the Foreign Merchant, Merchant or Recipient, or perform a pull payment by generating a Dynamic QR code on a mobile device to be scanned by the Foreign Merchant or Merchant.
- 2.3 You are responsible for ensuring that the transaction amount keyed-in or displayed on your Mobile Application screen is correct prior to confirming the transaction. The transaction amount keyed-in or displayed via the Foreign Merchant's, Merchant's or Recipient's QR Code shall be deemed by us to be correct upon your confirmation of the transaction. We are under no obligation whatsoever to verify that the amount paid by you matches with the amount that is requested by the Foreign Merchant, Merchant or Recipient.
- 2.4 We will notify you on the status of each successful, failed or rejected DuitNow QR transaction through our Mobile Application or any of our available communication channels as determined by us from time to time.
- 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 Foreign Merchant, Merchant or Recipient is the intended party to receive the funds, and we shall not be liable for transferring the funds to such Foreign Merchant, Merchant or Recipient even if such person is not the intended party.
- 2.6 Pursuant to Clause 2.5 above, you agree that once a DuitNow QR transaction is confirmed, it will be deemed irrevocable and you will not be able to cancel, stop or perform any changes to that DuitNow QR transaction.

3. RECOVERY OF FUNDS

- 3.1 You have rights in relation to the investigation and recovery of mistaken payments, erroneous payments and unauthorised or fraudulent DuitNow QR transactions made from your Account.
- 3.2 For Cross Border QR service, all payment disputes shall be raised within thirty (30) calendar days from the date of transaction. We and the DuitNow QR Owner and Operator reserve the right to reject any disputes that were raised by you after the said duration.

4. ERRONEOUS/MISTAKEN DUITNOW QR TRANSACTION

4.1 If you have made an Erroneous Transaction, you may request for recovery of the funds within ten (10) Business Days from the date of the Erroneous Transaction was made. We will work with the Participating Switch and/or the affected Foreign Merchant's, Merchant's or Recipient's bank to return the said funds to you within seven (7) Business Days provided that the following conditions are met:

4.1.1 The funds were actually wrongly credited into the affected Foreign Merchant's, Merchant's or Recipient's account; and

4.1.2 If the funds have been wrongly credited, whether the balances in the affected Foreign Merchant's, Merchant's or Recipient's account is sufficient to cover the funds recovery amount:

(a) If the balances are sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and

(b) If the balances are not sufficient to cover the recovery amount, the erroneously credited funds may not be fully recoverable.

4.2 If your request for recovery of funds is made between eleven (11) Business Days and seven (7) months from the date of the Erroneous Transaction was made, we will work with the Participating Switch and/or the affected Foreign Merchant's, Merchant's or Recipient's bank to return the funds to you subject to the following:

4.2.1 The affected Foreign Merchant's, Merchant's or Recipient's bank is fully satisfied that funds were erroneously credited to the affected Foreign Merchant, Merchant or Recipient; and

4.2.2 The affected Foreign Merchant's, Merchant's or Recipient's bank shall deliver notification to the affected Foreign Merchant, Merchant or Recipient in writing regarding the funds recovery request whereby the erroneously credited funds would be recovered through debiting the affected Foreign Merchant's, Merchant's or Recipients' account within ten (10) Business Days of the notification unless the affected Foreign Merchant, Merchant or Recipient provides reasonable evidences that the affected Foreign Merchant, Merchant or Recipient is entitled to the funds in question.

After fifteen (15) Business Days, if the affected Foreign Merchant, Merchant or Recipient fails to establish its/his entitlement to the funds, the affected Foreign Merchant's, Merchant's or Recipient's bank shall debit the affected Foreign Merchant's, Merchant's or Recipients' account and remit the funds back to you.

- 4.3 If your request for recovery of funds is made after seven (7) months from the date of the Erroneous Transaction was made, we will work with the Participating Switch and/or the affected Foreign Merchant's, Merchant's or Recipient's bank to return the funds to you subject to the following:
- 4.3.1 The affected Foreign Merchant's, Merchant's or Recipient's bank is fully satisfied that funds were erroneously credited to the affected Foreign Merchant, Merchant or Recipient;
 - 4.3.2 The affected Foreign Merchant's, Merchant's or Recipient's bank shall obtain from the affected Foreign Merchant, Merchant or Recipient on the decision whether to grant consent to debit the Foreign Merchant's, Merchant's or Recipient's account within ten (10) Business Days; and
 - 4.3.3 Once the consent is obtained, the affected Foreign Merchant's, Merchant's or Recipient's bank shall debit the affected Foreign Merchant's, Merchant's or Recipient's account and remit the funds back to you within one (1) Business Day.

5. UNAUTHORISED OR FRAUDULENT DUITNOW QR TRANSACTION

- 5.1 For Unauthorised Transactions, we will, upon receiving a report from you alleging that an Unauthorised Transaction was made, remit the funds back to you provided the following conditions are met:
- 5.1.1 We will conduct an investigation and determine within fourteen (14) calendar days, if the Unauthorised Transaction did occur; and
 - 5.1.2 If we are satisfied that the Unauthorised Transaction 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 Transaction would be reversed.

6. LIABILITY AND INDEMNITY

- 6.1 You acknowledge and agree that, unless expressly prohibited by mandatory laws, we and the DuitNow QR Owner and 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 QR service offered by us arising from:
- 6.1.1 Your negligence, misconduct or breach of any of these Terms and Conditions;
 - 6.1.2 Insufficient funds in your Account for us to process the DuitNow QR transaction;

- 6.1.3 You have exceeded your daily transfer limit;
 - 6.1.4 Any payment instruction given or purported to be given by you;
 - 6.1.5 Any erroneous transfer of funds by you, including any transfer of funds to the wrong Foreign Merchant, Merchant or Recipient or wrong third party;
 - 6.1.6 Any failure, delay, error or non-transmission of funds due to our and/or the DuitNow QR Owner's and Operator's system maintenance, breakdown or non-availability of any network, software or hardware; or
 - 6.1.7 The suspension, termination or discontinuance of the DuitNow QR service.
- 6.2 You shall indemnify us, our affiliates and the DuitNow QR Owner and Operator against any loss or damage suffered due to any claim, proceeding, demand or action brought against us, our affiliates and the DuitNow QR Owner and Operator resulting from any negligent and/or fraudulent act to these Terms and Conditions by you.

7. GENERAL

Charges

- 7.1 We may, at any time, revise the charges for the use of the DuitNow QR service, by providing you with thirty (30) days' written notice. Such revisions shall take effect from the date stated in the notice. Where you continue to access to or use the DuitNow QR service after such notification, you shall be deemed to have read, accepted and agreed to be bound by such revisions.

Termination

- 7.2 You acknowledge that we may terminate your use of the DuitNow QR service with us for any reason, at any time and with prior notice.
- 7.3 Notwithstanding any other clauses in these Terms and Conditions, we may suspend or terminate your use of the DuitNow QR service with us immediately, if:
- 7.3.1 You threaten to breach or have breached any of the clauses in these Terms and Conditions;
 - 7.3.2 You no longer maintain any Accounts with us which can be used for DuitNow QR service;
 - 7.3.3 Your access to the DuitNow QR service is being restricted by us or any other party due to any reason including but not limited to compliance with any court orders;
 - 7.3.4 You have passed away or you become incapacitated, mentally unsound, insolvent, bankrupt or subject to judicial proceedings;

- 7.3.5 At any time after your registration for DuitNow QR service, the laws and regulations governing us makes it unlawful, illegal or impossible for us to grant you or to continue to grant you the access to the DuitNow QR service or to comply with our obligations under these Terms and Conditions;
- 7.3.6 There is any investigation by the police, authorities or regulators pending, on-going or threatened against you;
- 7.3.7 There is a report lodged against you under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001;
- 7.3.8 We suspect or have reason to believe that the DuitNow QR service is used for unlawful activity; or
- 7.3.9 Any investigation is to be or being conducted by us on you or your Account and/or any transactions pertaining to your Account.

Costs and Expenses

- 7.4 You shall be liable for all costs and expenses (including but not limited to legal costs) incurred by us in connection with these Terms and Conditions, the use of the DuitNow QR service, the enforcement or attempted preservation or enforcement of our rights under these Terms and Conditions or any matters related to the DuitNow QR service and/or your Account.
- 7.5 You authorise us to debit all such costs and expenses from any of your Account.

Assignability

- 7.6 You may not assign and/or transfer any of your rights and obligations under these Terms and Conditions.
- 7.7 We may assign all or any of our rights, title and interest under these Terms and Conditions to any person we deem fit.

Variation/Amendment

- 7.8 You acknowledge that we have the right to change, restrict, vary, suspend or modify these Terms and Conditions by providing you with thirty (30) days' notice in such manner as we deem fit. By continuing to access to and/or use the DuitNow QR service after such notification, you shall be deemed to have read, accepted and agreed to be bound by such revision.

Force Majeure

7.9 You acknowledge that in the event we are unable to perform our obligations under these Terms and Conditions due to any reason beyond our control including but not limited to:

7.9.1 Any malfunction or failure of equipment, system or transmission link;

7.9.2 Any fire, earthquake, flood, explosion acts of elements, acts of God, acts of terrorism, war (declared or undeclared), accidents, epidemic, pandemic, strikes, lockouts, labour disputes, embargo, riot, civil disturbance, tsunami;

7.9.3 Any failure of or disruption to telecommunications, internet, electricity, water and fuel supply; or

7.9.4 Any other circumstance in the nature of a force majeure, that is, an unforeseeable event that prevents us from performing our obligations under these Terms and Conditions,

We will not in any way be liable for the delay, loss, damage or inconvenience which you may suffer as a result of such failure to perform.

Your Duty of Confidentiality

7.10 You acknowledge the strict requirement of confidentiality and obligations imposed upon us and undertake not to do or cause to be done any act or omission which may cause us to breach our strict duty of confidentiality and obligations. Your obligations shall survive upon the termination of the use of DuitNow QR service.

7.11 In the event you receive any material or data containing information where you are not the intended recipient, you are put on notice that any use, dissemination, distribution or copying of the material or data is prohibited and subject to legal privilege. You agree to delete such material or data and notify us immediately.

Waiver

7.12 No failure or delay on our part in exercising nor any omission to exercise any right, power, privilege, or remedy provided in these Terms and Conditions shall constitute a waiver by us to exercise such rights, powers, privileges or remedies or acquiescence of such default.

7.13 We retain the right at any time afterwards to strictly enforce or insist on our rights in relation to that breach or any subsequent breach by you.

Severability

- 7.14 If any of the provisions in these Terms and Conditions becomes invalid, illegal or unenforceable, the invalid, illegal or unenforceable clause is to be treated as not having been included in these Terms and Conditions and the remainder of the provision in these Terms and Conditions shall continue to be effective and in force and shall not be affected in any way by the invalid, illegal or unenforceable provision.

Notices

- 7.15 All notices, demand, request or communications which is given by us may be sent in any one of the following manners:
- 7.15.1 By hand to your last known address in our records and shall be deemed to be delivered at the time of delivery at your address;
 - 7.15.2 By post (registered, AR Registered, ordinary or otherwise) to your last known address in our records and shall be deemed to have been received two (2) days after the date it is posted;
 - 7.15.3 By electronic mail to your last known e-mail address in our records and shall be deemed to have been received at the time the electronic mailing is completed;
 - 7.15.4 By facsimile transmission to the facsimile number last known to us and shall be deemed to have been received at the time the facsimile transmission is completed;
 - 7.15.5 By displaying in our business premises and shall be deemed to have received at the time of such display;
 - 7.15.6 By way of advertisement in one insertion in any national newspaper and shall be deemed to have given on the date of publication of the advertisement in any such newspaper;
 - 7.15.7 By inserting a notice in your statement of Account and shall be deemed to have been given two (2) days after the date of delivery of the statement of Account or notice contained in the statement of Account;
 - 7.15.8 By posting on our website or our Mobile Application and shall be deemed to have been received at the time of posting;
 - 7.15.9 By SMS to the mobile phone number last known to us and shall be deemed to have been received at the time the sending of the SMS is completed; and/or
 - 7.15.10 Such other manner that we determine from time to time.

Personal Data

- 7.16 You consent to the collection, use and disclosure of your Personal Data by us, our affiliates, our service providers and the DuitNow QR Owner and Operator as required for the purposes of the DuitNow QR service. You confirm that you have read, understood, accepted and agreed to be bound by the Privacy Notice issued by the Bank which is available at the Bank's website. You agree that the contents of the Privacy Notice shall be deemed to be incorporated by reference into these Terms and Conditions.
- 7.17 In event you provide any Personal Data of any third party individual to us, you confirm that you have obtained the consent from the third party before disclosing the Personal Data to us and the third party has agreed to be bound by the Privacy Notice issued by us.

Law and Jurisdiction

- 7.18 These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and you irrevocably submit to the non-exclusive jurisdiction of the courts of Malaysia.
- 7.19 You agree to waive any objection on the ground of suitability of venue, jurisdiction or any similar ground.
- 7.20 The use of the DuitNow QR service outside of Malaysia is subject to the Financial Services Act 2013 or the Islamic Financial Services Act 2013, as the case may be, and the Foreign Exchange Policy Notices, any fiscal or exchange control requirements or regulations operating in the country where the transaction is effected or requested.
- 7.21 The maximum amount of a transaction and the purpose for which it is effected may be determined by Central Bank of Malaysia and the laws and regulations of the country in which the transaction is effected or requested.
- 7.22 You agree that you shall be solely responsible for the compliance with all laws applicable to you in your jurisdiction in respect of the use of the DuitNow QR.

Successors Bound

- 7.23 These Terms and Conditions shall be binding upon your heirs, personal representatives, and successors in title and our successors in title and assigns.

8. ANTI BRIBERY AND ANTI-CORRUPTION POLICY

- 8.1 The Bank has established its Anti-Bribery and Anti-Corruption Policy (“ABAC Policy”) which adopts a “zero-tolerance approach” towards any form of bribery and corruption in conducting its business. For more information on the ABAC Policy, please visit the Bank’s website.
- 8.2 You shall ensure compliance with the ABAC Policy at all times and shall not engage in any acts of bribery or corruption that would be considered to be contrary to the Malaysian Anti-Corruption Commission Act 2009 (“MACC Act”), guidelines, by-laws, regulations and any re-enactments of the MACC Act.
- 8.3 The Bank has the right to terminate the products and/or services provided to you immediately in the event you are found to be in breach of the ABAC Policy or found to be involved in any acts of bribery or corrupt practices.

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