

Terms and Conditions Governing the National Addressing Database (NAD)

These Terms and Conditions govern your use of the National Addressing Database (NAD) offered by Public Bank Berhad and Public Islamic Bank Berhad (“the Bank”).

These Terms govern your use of the NAD provided by the Bank and shall be read in conjunction with the PBe/PB engage/PB enterprise Terms and Conditions.

1. Definitions

“**Account**” means all types of deposit accounts offered by the Bank; Savings accounts, Current accounts, Savings account-i, Current account-i and virtual internet accounts, except for Fixed Deposit and Term Deposit-i accounts.

“**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 number, 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.

“**National Addressing Database (NAD)**” means a central addressing depository established by the NAD Operator that links a bank account to a recipient’s DuitNow ID and facilitates payment to be made to a recipient by referencing the recipient’s DuitNow ID.

“**NAD Name enquiry**” means a service which returns the name of the owner who has registered its DuitNow ID in NAD.

“**NAD Operator**” means Payments Network Malaysia Sdn Bhd (Company No.: 836743-D).

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

“**Common ID**” means a unique identification of a customer which links all DuitNow IDs registered by the customer such as the customer’s NRIC, Army number or Police number, or for non-Malaysians, Passport number.

2. The NAD Service

(a) The NAD service allows you to link an account that you have with the Bank to your DuitNow ID.

- (b) By linking your DuitNow ID to your account, you have the option of receiving incoming funds via DuitNow or any other payment services that address payments using your DuitNow ID.
- (c) When you register your DuitNow ID in NAD, you will also provide the Bank with your Common ID which will be linked to your account with your registered DuitNow ID. Your Common ID will be used by other NAD participating banks for the purpose of identifying you, as part of facilitating the DuitNow Service.
- (d) You may link more than one of your DuitNow ID to the same account. However, you may not link a particular DuitNow ID to multiple accounts.

3. Modification and Deregistration of Your DuitNow ID

- (a) You may update or change your DuitNow ID that is linked to your account via the channels made available to you. The change will take immediate effect, subject to NAD system's availability.
- (b) You understand and agree that your DuitNow ID that is linked to your account may be deregistered by you or by the Bank, due to the following circumstances:
 - You wish to transfer your existing DuitNow ID to another account in another bank;
 - You have changed/updated your DuitNow ID;
 - You have closed your account that is linked to your DuitNow ID;
 - The mobile number which you have provided to the Bank as your DuitNow ID has been terminated and recycled for use by another person;
 - After a period of inactivity; or
 - Upon investigation, the Bank finds that you or your DuitNow ID is potentially involved in any fraudulent activity(ies).

4. Your Information

- (a) You represent and warrant that the DuitNow ID used for registration in the NAD belongs to you, is correct, complete and up-to date for the use of the service and you will promptly notify the Bank if there is any change to the DuitNow ID information provided to the Bank.
- (b) You acknowledge and agree that other NAD participating bank may perform a NAD Name enquiry of your DuitNow ID for the purpose of verifying/identifying your name to your registered DuitNow ID, as part of facilitating the DuitNow Service.

- (c) You acknowledge and consent to the disclosure of your DuitNow ID, your Common ID and other relevant Personal Data to the NAD Operator for its processing, storing, and archival and disclosure to the sender of funds under the DuitNow Service, service providers, other NAD participants and third parties offering the DuitNow Service and their respective customers.
- (d) You acknowledge and agree that the Bank may disclose your DuitNow ID information to anyone who is under an obligation to disclose information to under the law or where it is in the public interest, for example to prevent or detect fraud, abuse.

5. Data Protection

- (a) Your consent and the Bank's right to disclose information shall be in addition to, and without prejudice to the rights accorded to you under the Personal Data Protection Act 2010 and any other laws applicable in Malaysia.
- (b) The Bank will only disclose, use and process your DuitNow ID for the purpose of facilitating the DuitNow Service.
- (c) The Bank has in place, reasonable security measures against unlawful or unauthorised processing of your DuitNow ID.
- (d) The Bank will notify you as soon as practicable if your DuitNow ID is lost, destroyed, or becomes damaged, corrupted or unusable.

6. Liability

- (a) The Bank and the NAD Operator shall not be liable for any losses or damage that you may suffer as a result of, including but without limitation:
- Your failure to maintain up-to-date information and your failure to provide accurate information to the Bank;
 - The Bank's compliance with any instruction given or purported to be given by you which is apparent to a reasonable person receiving such instruction;
 - Any misuse or any purported or fraudulent use of your DuitNow ID including instances whereby online fraud is perpetrated by way of any Malware;
 - Any disclosure of any information which you have consented to the Bank collecting, using or disclosing or where such collection, use or disclosure is permitted or required to be disclosed under the laws applicable in Malaysia.

7. Miscellaneous

- (a) You acknowledge that the Bank has the right to change, vary or modify these Terms by providing you with twenty one (21) days notice in such manner as the Bank deem fit and you agree to be bound by such Terms as cancelled, revised or modified.
- (b) These Terms shall be construed in accordance with the laws of Malaysia and you agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.
- (c) The Bank has implemented its Anti-Bribery and Anti-Corruption Policy which adopts a “zero-tolerance approach” towards any form of bribery and corruption in conducting its business. For more information, please visit the Bank’s website <https://www.publicbankgroup.com/About-Us/Board-Of-Directors/Anti-Bribery-and-Anti-Corruption-Policy>. The Bank reserves the right to terminate this Agreement forthwith in the event you are found to be involved in any acts of bribery or corrupt practices.

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