

Terms and Conditions **National Addressing Database**

In these Terms and Conditions (“**Terms**”), references to “you”, “your” and “yours” refers to the Bank’s customer who uses the National Addressing Database (“**NAD**”) and preferences to “we”, “our” and “ours” and “us” refers to the Bank.

These Terms govern your use of the NAD provided by the Bank and shall be read together with the DuitNow Terms and Conditions, the General Terms and Conditions for AmBank Online Banking (for retail banking customers only), the General Terms and Conditions for Accounts and Services and any relevant terms and conditions governing any product, transaction and/or service provided by the Bank. In the event of inconsistency between the terms and conditions, these Terms shall prevail in relation to NAD.

1. Definitions

“**Account**” means an 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, savings accounts, current accounts, Wadiah accounts, Mudharabah accounts, virtual internet accounts.

“**Bank**” refers to AmBank (M) Berhad (Company No: 8515-D) (“AmBank”) and AmBank Islamic Berhad (Company No: 295576-U) (“AmBank Islamic”), companies incorporated in Malaysia and having their registered address at Level 22, Bangunan AmBank Group, No. 55, Jalan Raja Chulan, 50200 Kuala Lumpur.

“**DuitNow**” means a service which allows Customers to initiate and receive credit transfers via a recipient’s account number or DuitNow ID.

“**DuitNow ID**” means identifiers of an account holder such as a mobile number, NRIC, passport number, Army number or Police number (in the case of an individual) or business registration number (in the case of a corporate customer) or any other identifies as may be introduced by the NAD Operator from time to time.

“**E-money**” means a payment instrument that contains monetary value that is paid in advance by the user to the e-money issuer.

“**E-money account**” means an account that stores funds electronically in exchange for funds paid to the issuer of e-money and is able to be used a means of making payment to any person other than the issuer of e-money.

“**E-money issuer**” means the service providers that provide e-money facilities.

“**Malware**” means computer viruses, bugs or other malicious, destructive or corrupting software, code, agent, program or macros, and/or phishing or social engineering schemes which utilise computer software or telecommunications to obtain personal data or any other personal information for malicious or fraudulent purposes.

“**National Addressing Database**” or “**NAD**” means a central addressing depository established by the NAD Operator that links a bank or an e-money account to a recipient’s DuitNow ID and facilitates payment 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 (“PayNet”).

“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, email 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 us 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 us 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. We will require a maximum of 3 working days to effect such changes.
- b. You understand and agree that your DuitNow ID that is linked to your Account may be deregistered by you or by us under, but not limited to any of the following circumstances:
 - I. You wish to transfer your existing DuitNow ID to another Account in another bank;
 - II. You have changed/updated your DuitNow ID;
 - III. You have closed your Account that is linked to your DuitNow ID;
 - IV. the mobile number which you have provided to us as your DuitNow ID has been terminated and recycled for use by your service provider;
 - V. after a period of inactivity; or
 - VI. our internal investigation or information made available to us by the police / authorities reveals that you or your DuitNow ID is involved or potentially involved in any fraudulent activity(ies).
- c. You will receive a confirmation of de-registration from us via SMS or e-mail as soon as de-registration is confirmed.

4. Your Information

- a. You represent and warrant that the DuitNow ID used for registration in NAD belongs to you is correct, complete and up-to date for the use of the service and you will promptly notify us if there is any change to the DuitNow ID information provided to us.
- b. You acknowledge and agree that other NAD participating banks 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, our affiliates, service providers, other NAD participants and third parties offering the DuitNow Service and their respective customers.
- d. You acknowledge and agree that we may disclose your DuitNow ID information to anyone that the Bank is under an obligation to disclose information to Bank Negara Malaysia, other relevant authorities acting under powers granted under any applicable laws or where it's in the public interest, for example to prevent or detect fraud, abuse.

5. Data Protection

- a. Your consent and our 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 applicable laws in Malaysia.
- b. We will only disclose, use and process your DuitNow ID for the purpose of facilitating the DuitNow Service.
- c. We have in place, reasonable security measures (both technical and organisational) against unlawful or unauthorised processing of your DuitNow ID.
- d. We will notify you as soon as practicable if your DuitNow ID is lost, destroyed, or becomes damaged, corrupted or unusable.

6. Liability

- a. We and the NAD Operator shall not be liable for any losses or damage you may suffer as a result of, including but without limitation:
 - I. Your failure to maintain up-to-date information and your failure to provide accurate information to us;
 - II. Our compliance with any instruction given or purported to be given by you which is apparent to a reasonable person receiving such instruction;
 - III. any misuse or any purported or fraudulent use of your DuitNow ID including instances whereby online fraud is perpetrated by way of any Malware;

- IV. any disclosure of any information which you have consented to us collecting, using or disclosing or where such collection, use or disclosure is permitted or required to be disclosed under the applicable laws in Malaysia.
- b. You acknowledge and agree to fully indemnify the Bank against all losses, damages, claims, demands, costs and all other liabilities which the Bank may incur / suffer in consequence of the Bank accepting and acting on your instructions in good faith, whether verbal / in writing / through any channels of communication provided by the Bank

7. Miscellaneous

- a. You acknowledge that the Bank shall have the right to change, vary or modify these Terms by providing you with twenty ob21 days' notice in such manner as we deem fit and you agree to be bound by such Terms as cancelled or revised or modified.
- b. You agree that the Bank may provide notice of the amendment of the Terms through any one / more of the following means:
 - I. notice in the notice board / any conspicuous section of the Bank's branches;
 - II. notice in the display screen of the Bank's electronic terminals;
 - III. notice in the Bank's Website;
 - IV. notice in the periodic statement of Account;
 - V. notice in writing in the Bank's preferred format to your address as per the Bank's records; and
 - VI. notice by any other means as the Bank deems fit in its sole and absolute discretion.
- c. These Terms shall be governed and interpreted in accordance with the laws of Malaysia and you agree to unconditionally submit to the exclusive jurisdiction of the courts in the Federal Territory of Kuala Lumpur, Malaysia for determining all and any disputes related to the Terms.