

Terms and Conditions for DuitNow QR for Merchant

REMINDER: All Eligible Merchants (as defined below) are hereby reminded to read and understand the terms and conditions below which are available at www.ambank.com.my.

1. INTRODUCTION

These terms and conditions shall govern your usage of DuitNow QR, and shall be read together with:

- a) the General Terms and Conditions for Accounts and Services;
<https://www.ambank.com.my/ambank/SiteAssets/SitePages/simple/terms-and-conditions/TCAccountsAndServicesEng.pdf>
- b) the Terms and Conditions for DuitNow;
<https://www.ambank.com.my/ambank/SiteAssets/SitePages/simple/terms-and-conditions/DuitNowTnC.pdf>
- c) the Terms and Conditions for National Addressing Database; and
<https://www.ambank.com.my/ambank/SiteAssets/SitePages/simple/terms-and-conditions/NADTnCEng.pdf>

any other relevant terms and conditions governing any products and/or services provided by the Bank.

Merchants are required to read and understand the terms and conditions contained herein. Should the Merchants and/or any party related herein choose to proceed after reading and understanding the terms and conditions, it shall be deemed that the Merchants and/or any party related herein have expressly consented and agreed:

- a) **to be bound by the terms and conditions herein;**
- b) **that the use of DuitNow QR is at their own risks and they shall assume all risks incidental to or arising from the use of this DuitNow QR service; and**
- c) **to the collection, usage and disclosure of the Merchant's and/or any party related herein's personal data (which includes contact details), by the Bank to its affiliates, service providers and NAD Operator, as required and deemed necessary, for the purposes of effecting and discharging the services of DuitNow QR.**

If Merchants and/or any related party herein chooses NOT to accept these terms and conditions or any of its revisions, the Merchants and/or any related party herein shall not proceed and may immediately discontinue their access and/or usage of DuitNow QR.

2. DEFINITIONS

"Access Codes" refer to Username, Password, Personal Identification Number (PIN) and/or any such other confidential authentication information that are required to access

Terms and Conditions for DuitNow QR for Merchant

and/or utilise DuitNow QR, whether in the form of words, codes, numbers, sets of characters or biological input and/or such other forms or combinations thereof, as may be prescribed by the Bank from time to time.

“**Account**” refers to:

- a) an e-Money Account and all types of deposit accounts offered by Participants, except for fixed deposit accounts belonging to the Customer(s); and/or
- b) the Merchant(s) current and/or savings account/i with the Bank;

“**AmOnline**” refers to the online banking service(s) of AmBank Group made available by the Bank for its Customers that is available as a mobile application (“**Application**”).

“**Bank**” refers to AmBank (M) Berhad [Registration No. 196901000166 (8515-D)] and/or AmBank Islamic Berhad [Registration No. 199401009897 (295576-U)], companies incorporated in Malaysia and having their respective registered address at Level 22, Bangunan AmBank Group, No. 55, Jalan Raja Chulan, 50200 Kuala Lumpur.

“**Beneficiary**” includes persons, companies and/or partnerships:

- a) with accounts with any Participant;
- b) has a DuitNow QR ID; and
- c) has registered to transact via DuitNow QR and such transaction includes Peer-to-Peer Transfers via DuitNow QR.

“**Biometric Authentication**” refers to a user identity verification process that involves a biological input or the scanning or analysis of some part of the body which includes Fingerprint Scanning (also known as Quick Touch), Face ID and Voice ID.

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

“**Cashier**” refers to the person who is given the authority by a Merchant to generate QR Codes and receives DuitNow QR Payments from the Customer on behalf of the Merchant. Payments received via DuitNow QR will go into the Merchant’s Account.

“**Credit Transfer**” refers to an order from a Customer and/or Beneficiary to debit the Customer’s Account and/or Beneficiary’s Account and facilitate credit to the Merchant.

“**Customers**” refers to a Beneficiary who has an Account with a Participant who:

- a) makes DuitNow QR Payments to bank’s Merchant for purchase of goods and/or services; and/or

Terms and Conditions for DuitNow QR for Merchant

b) transacts with any Beneficiary through DuitNow QR and such transaction includes but is not limited to Peer-to-Peer Transfers via DuitNow QR.

“**DuitNow QR**” refers to a service provided by the Bank that allows AmOnline Application users to make payments to a Merchant for goods and services obtained and/or purchased, and/or to perform a transfer to a Beneficiary using a unique two-dimensional Quick-Response (QR) code generated by the Beneficiary. This service is available via AmOnline Application.

“**DuitNow QR Payments**” refers to payments by the Customer into the Merchant’s Account using DuitNow QR. Customer makes payment by scanning the Merchant’s QR Code using AmOnline.

“**e-Money**” means a payment instrument that contains monetary value that is paid in advance by the user (i.e. Customer and/or Beneficiary) 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 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.

“**Merchant**” includes persons, companies and/or partnerships registered with the Bank to become a DuitNow QR Merchant and receives DuitNow QR Payments for good and services from a Customer through DuitNow QR.

“**Mobile Devices**” refer to mobile phones or such other communication devices which are used to access DuitNow QR and/or AmOnline.

“**National Addressing Database**” or “**NAD**” refers to the central addressing depository established by the NAD Operator that (i) links a bank or an e-Money Account to a Recipient’s DuitNow ID; and (ii) facilitates payment made to a Recipient by referencing the Recipient’s DuitNow ID.

“**NAD Operator**” refers to Payments Network Malaysia Sdn Bhd (“**PayNet**”).

“**Network Service Provider**” refers to any internet service providers providing connection to the Internet.

“**Participant**” refers to an institution (financial or non-financial) that have been granted approval by PayNet to access and enable clearing and settlement of DuitNow QR transactions using mobile banking or e-Money applications.

“**Password**” refers to the password to access AmOnline and the AmOnline Application.

“**Peer-to-Peer Transfer**” refers to the electronic money transfer made using the DuitNow QR from one person to another.

Terms and Conditions for DuitNow QR for Merchant

“**PIN**” refers to the six (6) digit number which is used for authentication and must be keyed in by Customers or Merchants to access the AmOnline Application.

“**QR Codes**” refer to Quick Response Code, a type of matrix barcode or two-dimensional barcode that contains information about an item to which it is attached. There are two types of QR codes i.e. Static QR Code and/or Dynamic QR Code:

a) “**Static QR Code**” refers to a fixed and unchangeable code produced by a Merchant or Recipient which ONLY has the Merchant’s or Recipient’s account details embedded within the code. Static QR Code can be scanned repeatedly.

AmOnline Application users or Customers ARE required to enter the amount of the payment or Credit Transfer when making QR Payments using Static QR Code.

b) “**Dynamic QR Code**” refers to a unique and changeable code produced by AmOnline Application users or Customers which has the AmOnline Application users or Customers account details embedded within the code. Dynamic QR code can only be scanned once. Merchant or Recipient are required to enter the amount when making DuitNow QR Payments using Dynamic QR Code.

“**QR Promotions**” refer to the promotions created by the Bank and/or Merchants for its Customers. The promotions apply only for DuitNow QR Payments.

“**Quick Access**” refers to a feature on AmOnline Application that allows you to leverage on biometric features available on your smartphone, or 6-digit secure AmOnline PIN to quickly access to the summary of your account information.

“**Recipient**” refers to Customers and/or Beneficiaries that receives the DuitNow QR transactions.

“**Third Party**” refers to Participants that are not part and/or affiliated to the Bank and/or network service providers and/or telecommunication operators.

“**Username**” refers to a unique name made up of a string of characters chosen by Customer or Merchant which must be keyed in to access AmOnline. The Username is used to associate with the right profile within the Account

3. ELIGIBILITY

DuitNow QR is offered to merchants who are the persons, companies and/or partnerships registered with the Bank.

4. DUITNOW QR SERVICES

4.1 The Merchant agrees to display the DuitNow QR Code in order to set up and use the service.

Terms and Conditions for DuitNow QR for Merchant

4.2 The Merchant acknowledges that all proprietary rights and intellectual property rights in relation to the DuitNow QR services and/or AmOnline provided hereunder belongs to either PayNet, the Bank, and where applicable, its affiliates, at all times.

4.3 Account and Information

a) Account Information

The Merchant is to select their OWN Account with the Bank and this account will be used by the Merchant for receipt of QR Payments. The Merchant further agrees that the Bank is entitled to debit the Merchant's Account for service charges and/or any other related charges in relation to DuitNow QR services and the Merchant is prohibited from using any other account which does not belong to Merchant when providing DuitNow QR services.

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, glitches and other similar system delays and/or errors that may occur. Therefore, the Merchant is reminded and 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.

b) Personal and Business Related Information

The Merchant must be 18 years of age or above and must provide true, correct and accurate personal and business information to the Bank which includes information pertaining to their name, NRIC, mobile number, nationality, address, nature of business, business name, account and Cashier.

In the event there are any changes to the information, the Merchant shall update the information via the AmOnline and/or notify the Bank immediately by means acceptable to the Bank.

c) The Merchant acknowledges that the Bank shall not be liable to the Merchant for any loss or damage that may arise due to Merchant's failure or delay to keep the Bank and/or Customer updated as to any changes to information.

4.4 The Merchant shall, and shall ensure that its Cashier, observes all security measures prescribed by the Bank from time to time relating to DuitNow QR services in particular, measures to prevent their Username, PIN and/or Mobile Devices from falling into the wrong hands.

The Merchant shall, and shall ensure that its Cashier, take all necessary precautions and diligence to prevent any unauthorised use of their DuitNow QR Payment and/or their Mobile Devices including the following measures:-

a) check the Account details and transactions and report any discrepancy without undue delay; and

Terms and Conditions for DuitNow QR for Merchant

b) ensure that correct information is provided to the Bank when requesting for the generation of DuitNow QR Code, such as Account number, name, e-mail address, and mobile number.

The Merchant agrees that the Bank has the right to invalidate their DuitNow QR services for breach and/or potential breach of any terms herein, or of any laws and/or regulations and/or to ensure or maintain the security of DuitNow QR services and its users where the Bank deems appropriate. The Merchant shall not hold the Bank liable for any loss or damage suffered as a result of such invalidation of their access.

4.5 The Merchant's Obligations

The Merchant agrees and undertakes to comply with the following obligations:

- a) The Merchant must use the DuitNow QR services responsibly and not use it for any unlawful activities.
- b) The Merchant must have good title or ownership over the products and services they offer to Customers.
- c) The Merchant will be responsible and held accountable for the conduct of their Cashier(s). It is the Merchant's duty to educate their Cashier(s) on the terms and conditions of DuitNow QR services and its related services, the Cashier's responsibilities, the DuitNow QR operations and possible risks when using DuitNow QR.

4.6 Restricted Activities

The Merchant has a duty to ensure the information provided and activities conducted through DuitNow QR services shall NOT:-

- a) Be false, inaccurate or misleading;
- b) Be fraudulent or involve the sale of counterfeit or stolen items;
- c) Consist of providing illegal money lending;
- d) Be related in any way to any type of gambling and/or 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, antidiscrimination, or false advertising);
- g) Be defamatory, trade libel, unlawfully threatening or unlawfully harassing;

Terms and Conditions for DuitNow QR for Merchant

- h) Facilitate the sale of counterfeit goods;
- i) Cause AmBank Group to receive excessive complaints regarding your account or business; or
- j) Present to AmBank Group a risk of non-compliance with AmBank Group's anti-money laundering obligations (including, without limitation, where we cannot verify your identity).

If there is any use or attempt to use the DuitNow QR services for any type of unlawful purposes (including but not limited to the above), the Merchant's access to DuitNow QR Payment will be terminated and the Merchant and Cashier may be subjected to damages and/or penalties, including criminal prosecution where applicable.

4.7 DuitNow QR Promotion

The responsibility and accountability of the Merchant's DuitNow QR Promotion shall be borne by the Merchant. The Merchant agrees to take all reasonable steps to ensure all content and terms stated in Merchant's QR Promotion are correct, fair and DOES NOT in any way violate any rules and laws of Malaysia and/or cause any harm, offense and/or discrimination to the Customers or the general public.

Should the Merchant have any reason to believe that their Static QR Code has been tampered, the Merchant shall immediately request the Bank to reprint for replacement of the tampered Static QR Code.

The Merchant acknowledges and agrees that they may be contacted by Customers in relation to the QR Promotion offered.

The Merchant shall provide assistance in any investigations conducted by the Bank in relation to DuitNow QR Services at any time.

4.8 Payment Terms

The Merchant agrees and accepts that any instructions given by the Merchant in respect of the Merchant's Account(s) or any other transaction, using the DuitNow QR services shall at all times be subject to such limits and conditions as may be specified by the Bank from time to time at its discretion.

The Merchant acknowledges that the Bank may from time to time offer DuitNow QR promotion to Customers. If Customers uses the DuitNow QR promotion, the Merchant will receive the amount minus the Bank's promotion value into the Merchant's Account immediately upon successful payment. The Bank's promotion value will only be credited into the Merchant's Account within 24 hours.

4.9 Should there be any dispute (such as a dispute over the amount paid due to error or mistake by either the Merchant or the Customers), the settlement of such disputes shall be between the Customer and Merchant. If the Bank is fully satisfied that an incident of misdirected, duplicated or incorrect DuitNow QR Payment have occurred, the Bank shall

Terms and Conditions for DuitNow QR for Merchant

facilitate request for a reversal based on the existing service level agreement (1 (b) Terms & Conditions for DuitNow) established between the bank and merchant.

The Bank shall not be held responsible for disputes arising from, but not limited to:-

- a) The Customer not receiving goods or services from the Merchant.
- b) The Merchant not being contactable.
- c) Any wrongful or miscommunication between the Merchant and the Customers.
- d) Any wrong/fraudulent/unauthorised act by the Merchant.

4.10 The Bank and/or the NAD Operator reserves the right to:

- a) conduct an inspection of the Merchant's outlet or business premises; and/or
- b) require the production of documents evidencing the Merchant's identity and business activities, for the purpose of ensuring compliance with the Bank's internal policy and/or procedures, laws and regulations and/or for any other reasons the Bank and/or the NAD Operator deems fit.

4.11 The Bank reserves the right to add, modify or remove any DuitNow QR features at its discretion from time to time as it sees fit, by providing at least twenty-one (21) calendar days written notice prior to the date.

4.12 The Bank reserves the right at its discretion, to refuse to carry out any of the instructions where the instructions are inconsistent with the Bank's policy or laws.

5. SERVICE AVAILABILITY

5.1 DuitNow QR services is intended to be available 24 hours a day, 7 days a week. However, the Merchant acknowledges that there may be:

- a) Daily downtime where the Bank carries out maintenance over its systems and equipment; and/or
- b) Occasional downtime due to any other unforeseen interruption beyond the Bank's control.

5.2 The Bank shall not be liable for the occurrence of any such downtime and/or interruption. Nevertheless, the Bank will use reasonable efforts to inform the Merchant of any interruption.

5.3 Further, where a transaction involves access or use of Third Party systems and services, the Merchant acknowledge that the operating hours will depend on the availability of those systems.

Terms and Conditions for DuitNow QR for Merchant

6. CONFIDENTIALITY

Should the Merchant receive any data and information through the DuitNow QR services and/or AmOnline which is not intended for the Merchant, the Merchant agrees that all such data or Information shall be disposed/deleted immediately and that the Merchant shall immediately notify the Bank by any means without delay.

7. DISCLOSURE OF MERCHANT'S INFORMATION

7.1 The Bank and each of its affiliates agree not to disclose to third parties, any financial information relating to the affairs or account(s) of the Merchant, that the Merchant has provided or that the Bank and/or its affiliates have obtained in relation to the Account(s) and the transactions thereunder unless it is:

- a) To comply with a court order or directive or request made by an enforcement agency in Malaysia under any written law for the purposes of investigation or prosecution of an offence under any written laws
- b) Required by the Inland Revenue Board of Malaysia under section 81 of the Income Tax Act 1967 for purposes of facilitating exchange of information pursuant to taxation arrangements or agreements having effect under section 132 or 132A of the Income Tax Act 1967.
- c) In relation to the performance of any supervisory duties by a relevant authority outside Malaysia which exercises functions corresponding to those of Bank Negara Malaysia under the Financial Services Act 2013 or the Islamic Financial Services Act 2013;
- d) In relation to the conduct of centralised functions, which include audit, risk, management, finance or information technology or any other centralised function within AmBank Group (where applicable);
- e) In relation to a due diligence exercise approved by the board of directors of the Bank in connection with merger and acquisition, capital raising exercise or sale of assets or whole or part of business;
- f) For the performance of functions of the Bank which are outsourced;
- g) Necessary to complete a transaction;
- h) To the entities within AmBank Group which are existing now or in the future, owning or owned by or under common ownership either directly or indirectly or controlling, controlled by or under common control with the Bank (hereinafter referred to as "AmBank Group") for purposes of cross selling of products and services, unless the Merchant has objected to or has opted out of such disclosure;
- i) To offer other products and services of the Bank's affiliates and other third party service providers where the Merchant has consented to the same

Terms and Conditions for DuitNow QR for Merchant

7.2 Except as otherwise expressly stated in these terms and conditions and to the extent permitted by laws and regulations, the Merchant understand that while the Bank shall use its best endeavours to ensure that all information transmitted or received using the DuitNow QR services is secure and cannot be accessed by unauthorised third parties, the Bank does not warrant the security of any information transmitted or received by the Merchant using DuitNow QR services outside the Bank's control.

7.3 In addition, Merchant is advised to review the Bank's Privacy Notice from our official website at <https://www.ambank.com.my/eng/privacy-policy>.

8. LIMITATION OF LIABILITIES

8.1 The Merchant acknowledges that the Bank and AmBank Group make no warranties of any kind with respect to DuitNow QR services and/or AmOnline Application, whether express or implied, including but not limited to merchantability or fitness for a particular purpose except as otherwise expressly stated in these terms and conditions. To the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies), the Bank and AmBank Group expressly disclaims liability with respect to any delays, failure or error in the Merchant's use of the DuitNow QR services and/or AmOnline Application.

8.2 The Bank and/or AmBank Group shall not be liable for any loss or damages suffered, including without limitation to loss of income or profit, or any indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties, arising out of or in connection with the DuitNow QR and except where such loss or damages were directly caused by the Bank's gross negligence, wilful default or fraud.

8.3 Due to the nature of the DuitNow QR services and/or AmOnline Application, except as otherwise expressly stated in this terms And conditions and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies), the Bank and shall not be responsible for any loss or damage to the Merchant's data, software, equipment, network access or other equipment used to access DuitNow QR services and/or AmOnline except where such loss or damage is directly caused by the Bank's gross negligence, wilful default or fraud. This 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.

9. FEES AND CHARGES

9.1 The Merchant acknowledges that the Bank shall, subject to giving the Merchant twenty-one (21) calendar days prior notice, be entitled to levy or impose service charges or transaction fees and/or revise them from time to time in respect of the Merchant's use of or access to the Bank's DuitNow QR services or any part thereof.

9.2 The service charges or transaction fees may be varied from time to time at the discretion of the Bank.

Terms and Conditions for DuitNow QR for Merchant

9.3 The Merchant acknowledges and accepts that the Merchant is responsible for all charges imposed by service providers in enabling Customers to access and/or connect to DuitNow QR services and/or AmOnline. The Merchant is also responsible for any fees and charges imposed by any Network Service Provider.

9.4 Subject to the terms and conditions of the Merchant's Account(s), the Merchant acknowledges that the Bank reserves the right to debit the Merchant's relevant Account(s) for any amounts and any Government charges or taxes payable as a result of the use of the DuitNow QR services.

10. GENERAL

10.1 The Bank reserves the right to change, amend, vary, suspend, revise or modify these terms and conditions and the charges for the usage of DuitNow QR service at any time, by providing at least twenty-one (21) calendar days written notice prior to the date of such changes, amendments, variation, suspension or modification being effected via the Bank's website via www.ambank.com.my.

10.2 Notwithstanding anything herein to the contrary, the Bank may at any time, suspend or terminate the Merchant's right of access to the DuitNow QR services and/or AmOnline or any part thereof or any medium it is made available under, for the breach or potential breach of any terms herein, laws, regulations and/or to ensure or maintain the security of the DuitNow QR services and/or AmOnline and its users where the Bank deems appropriate, by providing at least twenty-one (21) calendar days written notice prior to the date.

10.3 The Merchant understands and agrees to indemnify, defend and hold the Bank, its affiliates and the NAD Operator harmless from all claims, proceedings, actions, losses, damages, costs (including all legal costs on an indemnity basis), liabilities or expenses, whether foreseeable or not, resulting from or arising in connection with any fault, act or omission by the Merchant (including but not limited to the Merchant's negligence, misconduct or breach or any of these terms and conditions).

10.4 The Merchant understands and consents to the collection, usage and disclosure of the Merchant's personal data (which includes but is not limited to contact details), by the Bank to its affiliates, service providers and NAD Operator, as required and deemed necessary, for the purposes of effecting and discharging the services of DuitNow QR.

Merchant is advised to read and understand AmBank's Privacy Notice via <https://www.ambank.com.my/ambank/SiteAssets/SitePages/simple/privacy-policy/PrivacyNoticeEng2016.pdf>

10.5 Unless expressly stated otherwise, the terms and conditions herein, including any amendment thereto, shall prevail over any other provisions and/or representations contained in any other notices/promotion/advertising materials for the DuitNow QR service.

Terms and Conditions for DuitNow QR for Merchant

10.6 The Bank's decision on all matters relating to the eligibility of the DuitNow QR service shall be final and binding on all Merchants and any related parties herein.

10.7 The Bank shall not be liable for any failure, delay or default in respect of the performance of its obligations under these terms and conditions herein arising out of or caused by forces beyond the Bank's reasonable control, including any act of God, acts of war, riot, work stoppages, accidents, lockout, industrial action or natural catastrophes.

10.8 All questions concerning the construction, validity, enforcement and interpretation of the terms and conditions stipulated herein shall be governed by and construed and enforced in accordance with the laws of Malaysia. The parties hereby submit to the jurisdiction of the Courts of Malaysia for the purpose of any suit, action or other proceeding arising out of or based on the terms and conditions herein.

10.9 The Bahasa Malaysia version of these terms and conditions are also available. In the event of any discrepancy or conflict in the interpretation of these terms and conditions, the English and Bahasa Malaysia versions of each of these terms and conditions shall be construed as the equivalent of each other, and each of the terms and conditions stipulated shall carry the same meaning.

10.10 For any assistance and/or feedback related to this terms and conditions, the Merchant may contact the Bank's SME Contact Centre at 03-2178 3188 at operation hour or by e-mailing inquiries/feedback to e-ambizcare@ambankgroup.com