

## Terms and Conditions for DuitNow QR via AmOnline

### 1. INTRODUCTION

These terms and conditions shall govern your usage of DuitNow QR which is provided as part of the Bank's AmOnline mobile application service, 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.

**Customers are required to read and understand the terms and conditions contained herein. Should Customers choose to proceed after reading and understanding the terms and conditions, as it shall be deemed that the Customers and 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 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 Customer'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.**

**If Customers or any related party herein chooses NOT to accept these terms and conditions or any of its revisions, the Customers 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 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.

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“**Account**” refers to the Customers current and/or savings/-i account with the Bank.

“**AmOnline**” refers to the online banking service(s) of AmBank Group made available by the Bank for its Customers.

“**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 registered address at Level 22, Bangunan AmBank Group, No. 55, Jalan Raja Chulan, 50200 Kuala Lumpur.

“**Beneficiary**” includes but is not limited to 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 but is not limited to 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, but not limited to, 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 Recipient.

“**Customers**” refer to a Beneficiary who has an Account with the Bank who:

- a) makes DuitNow QR Payments to any Merchant for purchase of goods and/or services; and/or
- 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 Mobile 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 mobile application.

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**“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 but is not limited to persons, companies and/or partnerships registered with a Participant 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 mobile application.

**“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 Operator”** means 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 AmOnline mobile application services.

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

**“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.

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AmOnline Mobile 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 ’s 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 Customers. The promotions apply only for DuitNow QR Payments.

**“Quick Access”** refers to a feature on AmOnline mobile app 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 other banks that are not part and/or affiliated to the Bank and/or network service providers and/or telecommunication operators.

### **3. ELIGIBILITY**

DuitNow QR is offered to Customers, Merchants and Beneficiaries that are users of AmOnline mobile application.

### **4. DUITNOW QR PAY SERVICES**

4.1 Customer shall download and install AmOnline mobile application in order to set up and start utilising DuitNow QR. Customers are required to select an account to be used by the Bank for deduction of funds for DuitNow QR Payments.

4.2 Customer shall observe all security measures prescribed by the Bank from time to time relating to DuitNow QR services which include, but not limited to, security of Password and prevention of Customers’ Mobile Devices from falling into the wrong hands.

4.3 Customers must be diligent and take all reasonable precautions to prevent any unauthorised use of the customers’ DuitNow QR and their Mobile Devices which include, but not limited to, the following measures:

- a) DO enable lock on the Customers’ Mobile Devices;
- b) DO ensure to be discreet when entering the Access Codes;
- c) DO be extremely careful in using Access Codes to avoid from possible losses caused by unauthorised DuitNow QR transactions by any Third Party;

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- d) DO check Account details and transactions regularly to ensure accuracy;
- e) DO report any discrepancies in Account detail immediately;
- f) DO log out from AmOnline properly after use;
- g) DO ensure correct profile is used when using DuitNow QR via AmOnline;
- h) DO NOT, under any circumstances, share or reveal the AmOnline password or any other passwords with anyone else including any of the Bank's staff;
- i) DO NOT keep any written record of the AmOnline password on, with or near the Customers' Mobile Devices;
- j) DO NOT use personal information such as date of birth, identity card number or mobile number as Access Code; and
- k) DO NOT leave Mobile Devices unattended;

4.4 Should a Password has been exposed or suspected to have been exposed to another person or if the mobile is lost or stolen, the Customer must inform the Bank about the incident immediately to enable the deactivation of DuitNow QR. By deactivating the DuitNow QR, the Customer's access to the Bank's AmOnline mobile application will also be deactivated.

4.5 Customer shall only use DuitNow QR if there are sufficient funds in the Customer's account. The Account balance must also exclude cheques which are not cleared or remittances which are still not received, if any. The Bank, reserves the right to refuse to act on any instruction for payment without incurring any liability, including but not limited to, any of the following scenarios:

- a) The funds in the Customer's selected Account are insufficient to effect, perform or process such instruction for payment;
- b) The Customer has exceeded the daily transfer limit;
- c) The Customer's Account is frozen or closed; or
- d) The Bank is aware or has reason to believe that any fraud, criminal act, offence or violation of any law or regulation has been or will be committed.

4.6 The DuitNow QR:

- a) can only be used by Customers at participating Merchants that display the DuitNow QR acceptance logo and unless specified otherwise by the Customer via AmOnline, the Customer's default daily transaction limit is capped at Ringgit Malaysia Five Thousand (RM5,000); and

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- b) daily transaction limit can be changed anytime by the Customer via AmOnline or any other means or platforms as provided by the Bank in the future, subject to the accumulated transaction limit not exceeding Ringgit Malaysia Fifty Thousand (RM50,000) per day.
- c) The Bank may, from time to time, change the maximum and minimum limits of DuitNow QR by giving written notice of at least twenty-one (21) calendar days prior to the date of such variation or amendments being effected via the Bank's website at [www.ambank.com.my](http://www.ambank.com.my) and Customers shall be bound by the limits imposed.

4.7 The default limit per transactions is set at Ringgit Malaysia Two Hundred Fifty (RM250) where transactions:

- a) below Ringgit Malaysia Two Hundred Fifty (RM250) does not require authorisation via password and is to be authenticated via Quick Access requiring the Customer's Biometric Authentication; and
- b) above Ringgit Malaysia Two Hundred Fifty (RM250) requires both the Customer's Password and Biometric Authentication to authorise the payment.

Customers may change the default limit per transaction to a lower limit via AmOnline.

4.8 Customers are fully responsible to ensure that the correct amount and accurate Merchant or Beneficiary information are displayed prior to confirming any DuitNow QR Payments. The amount entered by Customers and/or information transmitted via QR Code shall be deemed by the Bank as correct upon Customers' confirmation of any payments. The Bank shall not be under any obligation to verify that any amount paid matches with the Merchant's amount.

4.9 By utilising the DuitNow QR service, the Customer shall be deemed as duly authorising the Bank to effect, perform or process payments to the Merchant's or Beneficiary's account which is embedded within the QR Code and the Bank shall accept and act upon any instruction issued and/or transmitted via DuitNow QR as the Customer's authentic and duly authorised instruction. The Bank shall be under no obligation required to verify the authenticity or authority of any person effecting the instruction or the accuracy and completeness of the instruction. The instruction shall be treated as valid and binding by the Bank, notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in the issuance of such instruction by Customers.

## **5 HANDLING DISPUTES**

5.1 Should there be any disputes which include, but not limited to, dispute over the amount paid due to errors or mistakes by the Merchant or Beneficiary or Cashier or Customer, the dispute shall be resolved between the Customer and the Merchant or Beneficiary or Cashier. The Bank shall not be a party to such disputes and shall not be obliged to revoke and/or reverse any successful DuitNow QR Payments.

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

- a) Customer not receiving any goods or services from a Merchant and/or Cashier;
- b) a Merchant or Beneficiary and/or Cashier not being contactable;
- c) any wrong information issued or miscommunication caused by any Merchant or Beneficiary and/or Cashier; or
- d) any wrongful or fraudulent or unauthorised payment.

5.3 In the event monies were debited from the Customer's account through DuitNow QR Payments but is not received by the Merchant, the Customer is required to notify the Bank immediately and the Bank shall investigate and determine within fourteen (14) calendar days, if the disputed payment did occur.

5.4 Provided that the disputed payments were actually wrongly credited into the Merchant's account, the Bank will work with the recipient Merchant's bank to return the said funds to the Customer within seven (7) Business Days from the date the Customer is informed of the outcome of the investigation.

5.5 If the disputed payment was wrongly credited and;

- a) the balance in the Merchant's account is sufficient to fully recover the disputed payment, the Merchant's bank may fully remit the disputed payment back to the Customer; however,

5.6 If the balances in the Merchant's account are not sufficient to fully recover the disputed payment, the Merchant's bank may partially remit the recoverable disputed payment back to the Customer. Liability for unauthorised transactions:

- a) Customer shall be responsible for all DuitNow QR transactions carried out through Customer's mobile device and the Bank shall not be liable in any manner for such transactions.
- b) Customers shall be liable for any unauthorised transactions in the event that Customers have:
  - i. acted fraudulently;
  - ii. delayed in immediately notifying the Bank after having discovered the loss or theft of their Mobile Devices and/or unauthorised use of their DuitNow QR; or
  - iii. failed to protect the security of their Passwords and Mobile Device including, but not limited to, voluntarily disclosing their Passwords to another person or allowing another person to use their Mobile Devices.

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### **6 GENERAL**

6.1 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 at [www.ambank.com.my](http://www.ambank.com.my).

6.2 The Bank may terminate a Customer's use of the DuitNow QR service with the Bank by providing at least twenty-one (21) calendar days written notice prior to the date.

6.3 The Customer understands and consents to the collection, usage and disclosure of the Customer'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. To understand AmBank privacy notice please refer to <https://www.ambank.com.my/ambank/SiteAssets/SitePages/simple/privacy-policy/PrivacyNoticeEng2016.pdf>

6.4 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.

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

6.6 The Bank 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 save and except where such loss or damages were directly caused by the Bank's gross negligence, wilful default or fraud.

6.7 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 without limitation to any act of God, acts war, riot, work stoppages, accidents, lockout, industrial action or natural catastrophes.

6.8 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.

6.9 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

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construed as the equivalent of each other, and each of the terms and conditions stipulated shall carry the same meaning.

6.10 For any assistance and/or feedback related to this terms and conditions, Customers may contact the Bank's Contact Centre at 03-2178 8888 at operation hour or by e-mailing inquiries/feedback to [customercare@ambankgroup.com](mailto:customercare@ambankgroup.com)