

Terms and Conditions for Merchants

(Version: 22 December 2023)

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/TnC. If the Eligible Merchant(s) do not understand any of the terms and conditions stated herein, the Eligible Merchant(s) are advised to discuss with the Bank's authorised representative.

DEFINITION

"Account" means an e-money account offered by issuers of e-money issuer and all types of banking accounts offered by banks, except for fixed deposit accounts. This shall include, but is not limited to, all types of conventional and/ or Islamic investment accounts, Islamic deposit account, current accounts, virtual internet accounts. Additionally, means all line of credit accounts tied to payment cards where transaction is made.

"Bank" means AmBank (M) Berhad [Registration No. 196901000166 (8515-D)] ("**AmBank (M) Berhad**") and/or AmBank Islamic Berhad [Registration No. 199401009897 (295576-U)] ("**AmBank Islamic Berhad**"), 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 of Fraud" means party who ultimately benefits from the unauthorised or fraudulent payment.

"Business Day" means any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.

"Crediting Participant" means Ambank (M) Berhad and AmBank Islamic Berhad where the Merchant maintains an account to receive incoming proceeds from Payment Instructions.

"Debiting Participant" means banks and E-Money Issuer participating in RPP where the Payer maintains account(s). These account(s) are accessible using AmOnline Application, which allows the Payers to initiate Payment Instructions.

"DuitNow QR" means a service which facilitates industry wide ubiquitous payments or credit transfers by scanning the QR Code which complies with DuitNow National QR Standard;

"DuitNow QR Brand" means brand, icon, logo, trademark and service mark for the DuitNow QR.

"DuitNow QR Owner & Operator" means Payments Network Malaysia Sdn. Bhd. (Company No.: 200801035403 [836743-D]) ["Paynet"]

"DuitNow QR Rules" means the set of rules, including Operational Procedures which govern the operations of DuitNow QR.

"E-Money" means a payment instrument 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 E-Money Issuer.

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“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 E-Money Issuer.

“E-Money Issuer” means the service providers that provide E-Money facilities.

“Merchant” means 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

“Payer” means individuals, companies, body corporates, businesses (including sole proprietors and partnerships), government agencies, statutory bodies, societies and other customers who transfers funds via DuitNow QR Service.

“Payment Instruction” means an order by the Payer to the Debiting Participant to raise a payment and credit transfer transaction using Duit Now QR service.

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

“RPP” means Real-Time Payments Platform, a shared payment infrastructure developed and established by PayNet, which facilitates instant and interoperable payments and collections

“Unrecoverable Loss” means the portion of funds transferred and credited to the wrong party due to erroneous, mistaken, unauthorised or fraudulent payments that cannot be retrieved after the Crediting Participant have exhausted the recovery of funds process.

PART 1

1. Introduction

- 1.1 In consideration of the fees paid to the Crediting Participant, the Crediting Participant agrees to facilitate the participation of the Merchant in DuitNow QR service in accordance with these Terms & Conditions.
- 1.2 By registering for DuitNow QR Services, the Merchant agrees to observe all DuitNow QR operating procedures issued by the DuitNow QR Owner & Operator which are applicable to the Merchant, as reflected in these Terms, including any future revisions communicated by the Crediting Participant to the Merchant.

2. Obligations Of Merchant

- 2.1 If the Merchant wishes to receive funds via DuitNow QR, the Merchant shall not impose any fees for point-of-sale payments made by the Payers using DuitNow QR Service; and
- 2.2 The Merchant undertake that it will not exchange any credit that is granted to the Payers from any government financial aid program(s) to cash, fund transfers or online purchases.

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- 2.3 The Merchant must not make any warranty or representation in respect of goods or services supplied which may bind the Crediting Participant, DuitNow QR Owner & Operator, Debiting Participant, or any other Participants in DuitNow QR service.
- 2.4 The Merchant must establish and maintain a fair policy for correction of errors and facilitate recovery of funds for erroneous or mistaken payments and/or unauthorised or fraudulent payments.
- 2.5 The Merchant shall consent and allow the Crediting Participant to disclose its information pertaining to the payment processes as the DuitNow QR Owner & Operator may reasonably require for DuitNow QR Services.
- 2.6 The Merchant who has been granted a non-transferable license to use the DuitNow QR Brand shall not license or assign the said right to use to any other third party. The Merchant shall comply with the DuitNow Brand Guidelines at all times.
- 2.7 For the purpose of **Clause 2.6**, the Merchant will be liable for any claims, damages and expenses arising out of or caused to arise from misuse or unauthorised usage of the DuitNow QR Brand. In the event of such breach, the Merchant sub-licensed rights of using the DuitNow QR Brand shall automatically be revoked and ceases immediately, whereupon this Agreement shall be terminated henceforth, without affecting accrued rights of parties. Upon termination, **Clause 2.8** shall apply accordingly.
- 2.8 This **Clause 2** shall survive termination of these Terms. Termination does not affect either party's rights accrued, and obligations incurred before termination.

3. Obligations of Crediting Participant

- 3.1 The Crediting Participant shall immediately credit and make funds available in the Merchant's account in accordance with Clause 11.1, except for situations where the Merchant has specifically agreed for delayed or batched posting.
- 3.2 Any refunds by the Crediting Participant, by reason of overpayment, unauthorised, fraudulent, mistaken or erroneous payment, must be made together with transaction fees to the Merchant if fees were incurred due to Payer's disputes that are not caused by the Merchant. However, if the Merchant opts to partially refund overpayments to Payers, the Merchant shall bear the transaction fees for executing such refund.
- 3.3 The Crediting Participant shall implement reasonable measures to detect, mitigate, resolve and prevent actual and suspected fraudulent or unauthorised acts.

4. Recovery of Funds

- 4.1 The Merchant shall:
 - 4.1.1 Assist the Crediting Participant in any investigation on erroneous or mistaken payments as stated in **Clause 5**;

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- 4.1.2 Assist the Crediting Participant in any investigation on unauthorised or fraudulent payments as stated **Clause 6**; and
 - 4.1.3 Effect refund(s) to the Payers, Debiting Participants, as the case may be, if it is found that the Merchant is responsible for such erroneous, mistaken, unauthorised or fraudulent payment, as the case may be.
 - 4.2 In the event erroneous or mistaken payment is caused by the Merchant, after verification and confirmation from the Merchant with respect to such erroneous or mistaken payment, the Crediting Participant shall immediately reverse all credits erroneously posted to the Merchant's account regardless of whether funds have been recovered from other affected parties.
- 5. Erroneous or Mistaken DuitNow QR Transaction**
- 5.1 The Crediting Participant shall inform the Merchant when the Crediting Participant receives a request, from the Payer to recover funds that was wrongly credited to the Merchant due to an erroneous or mistaken payment. The Merchant must facilitate the recovery of funds process stated in **Clause 5.2**.
 - 5.2 Upon receiving a recovery of funds request for erroneous or mistaken payment from the Payer, the Crediting Participant has the right to debit the Merchant's account to recover funds within five (5) Business Days provided the following conditions are met:
 - 5.2.1 If the recovery of funds request is received within ten (10) Business Days from date of the erroneous/mistaken payment:
 - 5.2.1.1 The Crediting Participant is fully satisfied that funds were erroneously or mistakenly credited to the Merchant's account;
 - 5.2.1.2 The Crediting Participant has notified the Merchant in writing regarding the proposed debiting of Merchant's account and the reason for such debiting; and
 - 5.2.1.3 There is sufficient balance in the Merchant's account to cover the recovery amount.
 - 5.2.2 If the recovery of funds request is received between eleven (11) Business Days and seven (7) months from date of erroneous/mistaken payment;
 - 5.2.2.1 The Crediting Participant is fully satisfied that funds were erroneously or mistakenly credited to the Merchant's account;
 - 5.2.2.2 The Crediting Participant has provided a written notification to the Merchant where the erroneous/mistaken payment will be recovered through debiting the Merchant's account within ten (10) Business Days of the said notification unless the Merchant provides reasonable evidence to substantiate ownership of the funds in question; and

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- 5.2.2.3 There is sufficient balance in the Merchant's account.
 - 5.2.3 If recovery of funds request is received after seven (7) months from the date of erroneous or mistaken payment:
 - 5.2.3.1 The Crediting Participant must seek the Merchant's prior written consent to debit the Merchant's account to recover funds, and the Merchant must give its consent to debit its account within ten (10) Business Days of receiving the request to debit from the Crediting Participant.
 - 5.3 When the Merchant receives a request for consent from the Crediting Participant as described in **Clause 5.2.3.1**, the Merchant shall not unreasonably withhold consent to debit its account when there is a legitimate recovery of funds request.
- 6. Unauthorised or Fraudulent DuitNow QR Transaction**
- 6.1 The Crediting Participant shall inform the Merchant by writing when the Crediting Participant receives a request from the Payer to recover funds that was credited to the Merchant due to an unauthorised or fraudulent payment. The Merchant must facilitate the recovery of funds process stated in **Clause 6.2**.
 - 6.2 When the Merchant receives the notification from the Crediting Participant on the unauthorised or fraudulent payment, the Merchant shall:
 - 6.2.1 Immediately take all practicable measures to prevent or block further misuse, unauthorised or fraudulently transferred funds for the benefit of the Beneficiary of Fraud;
 - 6.2.2 Furnish to the Crediting Participant with information, including but not limited to the name, address, contact information and/or national identity card number/passport number to conclusively identify the Beneficiary of Fraud within seven (7) Business Days of detecting the unauthorised or fraudulent payment;
 - 6.2.3 Take all practicable measures and to the extent permitted by law to recover funds from the unintended recipient of funds including but not limited to reversing credits, drawing on deposits or other financial guarantees that the Beneficiary of Fraud placed/ places with the Merchant, stopping delivery of goods, suspending services that the Beneficiary of Fraud has paid for, repossessing goods delivered to the Beneficiary of fraud and/or taking legal action against the Beneficiary of Fraud; and
 - 6.2.4 Immediately provide such information required in **Clause 6.6.2** to the Crediting Participant to facilitate the Crediting Participant's investigation.
 - 6.3 In the event that a Crediting Participant receives a payment request from a Merchant which the Crediting Participant believes to be an unauthorised or fraudulent payment, the Crediting Participant shall do the following (upon becoming aware of the suspected unauthorised payment/fraud):

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- 6.3.1 The Crediting Participant shall conduct investigation to determine, *inter alia*:
- a. whether the Merchant is implicated in the unauthorised payment/fraud; or
 - b. whether there are sufficient grounds to conclude that the Merchant is involved, or has benefited, directly or indirectly from the unauthorised payment/fraud; and
- the Crediting Participant shall prevent or block withdrawal or and further use of the remaining funds in the Merchant's account with the Crediting Participant until there is satisfactory resolution of Unrecoverable Loss.
- 6.3.2 The Merchant shall facilitate and cooperate with the Crediting Participant to complete the investigation.

- 6.4 In the event the Merchant is responsible for unauthorised or fraudulent payment, **Clause 10** shall apply accordingly.

7. Dispute Resolution

- 7.1 The Merchant shall, in good faith, attempt to settle all disputes or conflicts arising or in connection with DuitNow QR service amicably and by mutual agreement with the Crediting Participant;
- 7.2 However, the Merchant shall have the right to lodge a complaint with the DuitNow QR Owner & Operator if there are allegations of the Crediting Participant's non-compliance with the DuitNow QR Rules as reflected in these Terms.
- 7.3 The DuitNow QR Owner & Operator shall review such complaints and allegations in accordance with **Clause 7.4**.
- 7.4 The Merchant shall have the right to refer their disputes to the DuitNow QR Owner & Operator if there is an allegation of the Crediting Participant's non-compliance with the DuitNow QR Rules and these Terms. The DuitNow QR Owner & Operator will review such complaint and allegation, but such review will be confined to:
- 7.4.1 Determination whether there has been non-compliance;
 - 7.4.2 Stipulating remedies for the Crediting Participant to correct or address the non-compliance; and
 - 7.4.3 Determination if penalties are applicable for the non-compliance.
- 7.5 The rights available to the Merchant in Clauses 7.1 to 7.6 shall similarly be applicable and afforded mutatis mutandis to the Crediting Participant
- 7.6 All decisions rendered by the DuitNow QR Owner & Operator in response to complaints from the Merchant or the Crediting Participant shall be prima facie binding on both the Merchant or the Crediting Participant, as the case maybe.

8. Indemnity

- 8.1 Subject to the other party's compliance with **Clause 8.2**, each party ("Indemnifying Party") agrees to indemnify and hold the other party and its employees and agents harmless against any and all

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losses, expenses, claims, suits, demands, actions, and proceedings including all reasonable legal and other related fees or charges ("Liability") which the other party may suffer or incur or for which the other party may become liable as a result of:

- 8.1.1 Any negligence, misrepresentation or fraud on the part of the Indemnifying Party, its employees, and agents with respect to the performance of its obligations or the exercise of any of its rights under these Terms;
 - 8.1.2 Any claim by a Payer, Crediting Participant, Debiting Participant, DuitNow QR Owner & Operator or any other person for any breach by the Indemnifying Party of any applicable laws;
 - 8.1.3 The failure of the Indemnifying Party to observe any of its obligations under these Terms; or
 - 8.1.4 Any use of the DuitNow QR Brand by the Indemnifying Party other than as permitted by these Terms.
- 8.2 In the event a claim is made against a party in respect of which it is entitled to be indemnified pursuant to **Clause 8.1**, that party must:
- 8.2.1 Give notice of any such claim to the Indemnifying Party;
 - 8.2.2 Consult with the Indemnifying Party in relation to any such claim; and
 - 8.2.3 Not to settle any claim without obtaining the prior written consent of the Indemnifying Party, such consent ought not to be unreasonably withheld by the Indemnifying Party.
- 8.3 The Crediting Participant is not liable to the Merchant for any loss or damage suffered by the Merchant as result of:
- 8.3.1 A missing or erroneous payment; and
 - 8.3.2 The delay or disruption caused by any system failure beyond the Crediting Participant's reasonable control.

9. Suspension

- 9.1 The DuitNow QR Owner & Operator or the Crediting Participant, as the case may be, reserve the right to suspend the Merchant's access to DuitNow QR service under the following circumstances, which include, but not limited to:
- 9.1.1 The Merchant breached these Terms, applicable rules, guidelines, regulations, circular or laws related to DuitNow QR that was communicated to the Merchant by the Crediting Participant;
 - 9.1.2 The Merchant has inadequate operational controls or insufficient risk management processes, resulting in potential threats to the stability, integrity, safety and efficiency of DuitNow QR and/or RPP; or

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- 9.1.3 The Merchant is suspected on reasonable grounds that it has committed or will commit fraudulent act in connection with the DuitNow QR.
- 9.2 Upon suspension of the Merchant's access to DuitNow QR :
 - 9.2.1 The service provided to the Merchant under DuitNow QR service will be suspended immediately;
 - 9.2.2 The Merchant must cease all promotional and advertising that is related or can be perceived to be related to DuitNow QR provided by the Crediting Participant;
 - 9.2.3 The Merchant shall remove all DuitNow QR Brand from the Merchant's marketing collaterals, channels and website; and
 - 9.2.4 The Merchant must take all reasonable steps to comply with any directions of the Crediting Participant to minimise the impact on Payers of the suspension of such termination.
- 10. **Termination**
 - 10.1 The DuitNow QR Owner & Operator or the Crediting Participant, as the case maybe, reserve the right to terminate the service provided under these Terms or DuitNow QR service under the following circumstances, which includes, but not limited to:
 - 10.1.1 The arrangement between the Merchant and the Crediting Participant in respect of DuitNow QR service is terminated or expired;
 - 10.1.2 The Merchant has breached these Terms, applicable rules, guidelines, regulations, circulars or laws related to DuitNow QR that was communicated to the Merchant by the Crediting Participant;
 - 10.1.3 The Merchant fails to remedy or take adequate steps to remedy its default under these Terms to the satisfaction of the Crediting Participant or the DuitNow QR Owner & Operator, as the case maybe, within the timeframe specified by the Crediting Participant;
 - 10.1.4 The Merchant has inadequate operational controls or insufficient risk management processes resulting in potential threats to the stability, integrity, safety and efficiency of the DuitNow QR and/or RPP;
 - 10.1.5 Court order(s) affecting the Merchant or the Crediting Participant(s) membership and/or legal status;
 - 10.1.6 Directive(s) issued by regulatory or government authority affecting the Merchant or the Crediting Participant's membership and/or legal status;
 - 10.1.7 The Merchant's insolvency;
 - 10.1.8 The Crediting Participant's membership in DuitNow QR, RPP or RENTAS is terminated or suspended; or

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- 10.1.9 Such other detrimental circumstances or reasons that PayNet considers necessary to suspend or terminate the Merchant's access to DuitNow QR.
- 10.2 Upon termination of the arrangement herein, the participation of the Merchant in DuitNow QR is automatically terminated and the Merchant will no longer have access to DuitNow QR and the service provided under DuitNow QR.

PART 2

11. Crediting To Merchant

- 11.1 The Crediting Participant is required to credit the Merchant's bank account with funds from incoming Payment Instructions and make the incoming funds available for the Merchant's unencumbered use immediately except for situations where the Merchant has specifically agreed for delayed or batched posting.
- 11.2 The Crediting Participant must make payment in full to the Merchant and shall not deduct any fees from the payment proceeds due to a Merchant, except for situations where the Merchant has specifically agreed in writing that fees can be deducted from Payments Instructions.

12. Voluntary Exit from DuitNow QR

- 12.1 The Merchant is entitled to exit from the arrangement pertaining to DuitNow QR service. Any request made by the Merchant to exit must be made to the Crediting Participant in writing.
- 12.2 The Merchant's exit from DuitNow QR service shall only take effect upon obtaining the Crediting Participant's consent, which shall not be unreasonably withheld and shall be given (if any) within [14] calendar days from the date of receipt of the Merchant's request, upon which the Merchant shall no longer have access to DuitNow QR and the service provided under DuitNow QR.

13. Provision of Reconciliation Information

- 13.1 The Crediting Participant shall make available to the Merchant the following information, for the purpose of facilitating the Merchant's reconciliation processes and accounting for payment of receipts and fees:
 - 13.1.1 Reference number . or Business Message Identifier;
 - 13.1.2 Payer's name;
 - 13.1.3 Recipient Reference;
 - 13.1.4 Other Payment Details, where applicable;
 - 13.1.5 Transaction amount;

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- 13.1.6 Transaction date and time;
 - 13.1.7 Debiting Participant's name;
 - 13.1.8 Account type;
 - 13.1.9 Gross total transaction value;
 - 13.1.10 Total transaction volume; and
 - 13.1.11 Total fees/ commissions charged.
- 13.2 The Crediting Participant shall deliver to the Merchant, the information described in **Clause 15.1**, in the following manner:
- 13.2.1 Mobile application;
 - 13.2.2 Internet banking;
 - 13.2.3 Data files or electronic files;
 - 13.2.4 Statements and/or e-statements; or
 - 13.2.5 Reports, either electronic or in hardcopies.
- 14. Liability for Unrecoverable Loss**
- 14.1 For erroneous, mistaken, unauthorised and/or fraudulent payment that cannot be fully or partially recovered, the amount that cannot be recovered will be deemed as Unrecoverable Loss and the party causing or who could have reasonably prevented the Unrecoverable Loss will be liable to bear that loss.
- 14.2 If, after completing its investigation, the Crediting Participant has reasonable grounds to believe that the Merchant caused, or could have reasonably prevented the Unrecoverable Loss, the Crediting Participant shall notify the Merchant in writing and shall have the right to freeze funds in the Merchant's account until there is a satisfactory resolution on the Unrecoverable Loss. For avoidance of doubt, the amount frozen shall be no more than the amount of the Unrecoverable Loss.
- 14.3 The Merchant agrees to take all measures to recover the Unrecoverable Loss if the Unrecoverable Loss is due to its fault or negligence. Notwithstanding the aforesaid, the Crediting Participant shall not be prevented from taking legal action against the Merchant to make good the Unrecoverable Loss to the extent permitted by law.
- 14.4 The Crediting Participant shall fully refund fees incurred for erroneous, mistaken, unauthorised and /or fraudulent payment, if the error was not due to the Merchant except in situations where the Merchant decides to partially refund an overpayment. If the Merchant opts to partially refund overpayments to the Customer, the Merchant shall bear the transactions fees for executing the refund.

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15. Representation and Warranty

- 15.1 The Merchant acknowledges and agrees that the obligation of confidentiality extends but not limited to those specified in **Clause 17**, the disclosure of fees and charges contained in these Terms; and any technology or know-how related to the service pertaining to DuitNow QR .
- 15.2 The Merchant agrees to comply with the provisions under Personal Data Protection Act 2010, of which it is bound and shall not do any act that will cause the Crediting Participant, Debiting Participant and the DuitNow QR Owner & Operator to breach any provisions regulating personal data protection.

16. Disclaimer

- 16.1 The DuitNow QR Owner & Operator and the Crediting Participant shall not be liable for any claims, actions, demands, costs, expenses, losses, and damages (actual and consequential) including legal costs that are incurred or suffered by the Merchant arising out of or caused by the Crediting Participant in connection with the operations and services provided by the Crediting Participant in the service. The Merchant agrees that it will communicate and resolve any dispute in relation to the aforesaid matters with the Crediting Participant in accordance with the provisions set out in Clause 7.

17. Confidentiality

- 17.1 The Merchant shall treat any information it receives or possess as result of the arrangement pertaining to DuitNow QR service as confidential and will not use such information other than for the purposes which it was given.
- 17.2 **Clause 17.1** shall not apply to information which:
 - 17.2.1 Is or has at the time of use or disclosure become public knowledge without any breach of these Terms by the parties;
 - 17.2.2 Is or has at the time of use or disclosure become generally known to companies engaged in the same or similar business(es) as the party on a non-confidential basis through no wrongful act of the party;
 - 17.2.3 Is lawfully obtained by a party from third parties without any obligation by the party to maintain the information proprietary or confidential;
 - 17.2.4 Is known by a party prior to disclosure hereunder without any obligation to keep it confidential and such information was not disclosed by the other party under these terms or the arrangement pertaining to DuitNow QR service;

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17.2.5 Is independently developed by a party without reference to or use of the other party's confidential information; or

17.2.6 Is required to disclose or divulge by any court, tribunal, governmental or authority with competent jurisdiction or by any statute, regulation or other legal requirement, take over panel or other public or quasi-public body as required by law and where the Party is required by law to make such disclosure. The disclosing party shall give notification to the other as soon as practical prior to such disclosure being made.

18. Variation and Waiver

18.1 The Crediting Participant is entitled to change, vary, revise or modify these Terms or any part hereof by providing thirty (30) calendar days' notice, and such changed, varied or modified Terms shall take effect from the date as stated in the notice. Upon which, the Merchant shall be deemed to have agreed to be bound by such Terms as cancelled, changed, varied, revised or modified.

18.2 Any provisions stipulating the parties' obligations herein cannot be waived by any party except the request for waiver is made in writing and consented to by the other party.

19. Severability

19.1 If the whole or any part of a provision of these Terms is void, unenforceable or illegal in one jurisdiction, the remainder of these Terms shall be enforceable and valid in other jurisdictions.

20. Force Majeure

20.1 The Crediting Participant shall not be liable to the Merchant for any loss or damage (including direct or consequential), for failure to observe or perform its obligations under these Terms for reasons which could not by reasonable diligence be controlled or prevented by the Crediting Participant, including but not limited to, strikes, acts of God, acts of nature, acts of government not limited to movement control order fire, flood, storm, riots, power shortages or power failure, power disruption by war, sabotage or inability to obtain sufficient labour, fuel or utilities.

21. General

21.1 The Bahasa Malaysia version of the Terms and Conditions is also available.