



ALLIANCE BANK

ALLIANCE ISLAMIC BANK

# DuitNow Terms and Conditions

## Only Applicable to DuitNow Transactions

In this terms and conditions, “You”, “Yours” means any person or entity using the DuitNow services and having an account with us as our customer, unless otherwise stated. “We”, “us” or “our” will refer collectively as Alliance Bank Malaysia Berhad, its successors-in-title and/or assigns and includes Alliance Islamic Bank Berhad, its successors-in-title and/or assigns, which is the bank that is providing financial services to you.

### 1 INTRODUCTION

1.1 These Terms apply to and regulate your use of the DuitNow service offered by Us. The DuitNow service allows You to transfer an amount specified by You from Your designated bank account maintained with Us, to a bank account or e-money account maintained by Your recipient at a participating DuitNow participant Pay via DuitNow ID or when available, via Pay to account number or by such other means as prescribed by Us or the DuitNow Operator from time to time.

The DuitNow service offered by Us is part of the Electronic Banking Services, and accordingly these Terms are in addition to and shall be read in conjunction with the existing terms and conditions that govern the use of your accounts with Us and services made available by Us including our terms and conditions for **allianceonline** published in Alliance Bank website.

1.2 By using the DuitNow service, You acknowledge that You have read, understand, and agree to accept these Terms and Conditions before you initiate your first DuitNow payment, and that these Terms and Conditions are in addition to the existing terms and conditions that govern Your use of the accounts and services made available by Us to You.

### 2 DUITNOW SERVICES

2.1 If you wish to send funds via DuitNow, You must first initiate a payment by logging in into the **allianceonline** website or **allianceonline** mobile app and enter the recipients' DuitNow ID.

2.2 Verification on the recipient's registration of its DuitNow ID in National Addressing Database “NAD” will be performed and if the recipient is registered, We will display the recipient's registered name.

2.3 You are responsible for the correct entry of the recipients DuitNow ID and ensuring that the recipient's name displayed is the intended recipient of the funds prior to confirming the DuitNow transaction

2.4 We will notify you on the status of each successful, failed or rejected DuitNow transaction via the e-Transaction Status function on **allianceonline** website or **allianceonline** mobile app.

2.5 You acknowledge and agree the We shall have no duty to and shall not be required to take any steps to verify or seek any other confirmation from any party as to whether such registered recipient is the intended recipient, and We shall not be liable for transferring the funds to such registered recipient even if such person is not the intended Recipient.

2.6 Pursuant to Clause 2.4 above, You agree and understand that once a DuitNow transaction has been confirmed, you will not be able to cancel, stop or perform any changes to that DuitNow transaction.

### 3 MULTIPLE NAME INQUIRY REQUESTS

3.1 You are advised not to submit multiple “Name Inquiry Requests” without a confirmed DuitNow transaction. We shall not display the results of the “Name Inquiry Requests”

upon (5) consecutive Name Inquiry Requests that are not followed with a confirmed DuitNow transaction.

- 3.2 We reserve the right to terminate or suspend Your access to and use of the DuitNow service where We consider inappropriate, fraudulent or suspicious use is being made of the DuitNow service, such as where multiple "Name Inquiry Requests" are submitted without a confirmed DuitNow transaction. You are advised to contact Us should you encounter any issues relating to the foregoing.

#### **4 LIABILITY AND INDEMNITY**

- 4.1 You acknowledge and agree that, We and the DuitNow Operator shall not be liable to you or any third party for any direct, indirect or consequential losses, liabilities, costs, damages, claims, actions or proceedings of any kind in respect to any matter of whatsoever nature in connection with the DuitNow service offered by us arising from:

- 4.1.1 Your own negligence, misconduct or breach of any of these Terms;
- 4.1.2 Any erroneous transfer of funds by you, including any transfer of funds to the wrong DuitNow ID, wrong recipient or wrong third party;
- 4.1.3 Any failure, delay, error or non-transmission of funds due to system maintenance, breakdown or non-availability of any network, software or hardware of Alliance Bank Malaysia Berhad and the DuitNow Operator; or
- 4.1.4 The suspension, termination or discontinuance of the DuitNow Service with prior notice given to the customers via **allianceonline** website or **allianceonline** mobile app.

- 4.2 You shall indemnify, defend and hold Us, Our affiliates, and the DuitNow Operator harmless from and against any claims, proceedings, actions, losses, damages, costs (including all legal costs on an indemnity basis), liabilities or expenses, whether directly or indirectly, resulting from or arising in connection with any fault, act or omission by you (including but not limited to your negligence, misconduct or breach of any of these Terms).

#### **5 GENERAL**

- 5.1 We reserve the right to revise at any time, such charges for the use of the DuitNow Service, upon written notice to You. Such revisions shall take effect from the date stated in the notice. Where you continue to access or use the DuitNow service after such notification, You shall be deemed to have agreed to and accepted such revisions to such charges.
- 5.2 You acknowledge that we may terminate your use of the DuitNow Service with Us for any reason, at any time and without prior notice.
- 5.3 You acknowledge that We have the right to change, restrict, vary, suspend or modify these Terms by providing you thirty (30) days written notice via **allianceonline** website or **allianceonline** mobile app.
- 5.4 You consent to the collection, safekeeping, processing, usage and disclosure of your personal data (including name and contact details) by Us, Our affiliates, Our service providers and the DuitNow Operator as required for the purposes of the DuitNow Service and agree that you have read and understand our Notice and Choice Principle Statement provided to you upon on-boarding, and published at the Bank's official website.
- 5.5 These Terms are governed by and shall be construed in accordance with the laws of Malaysia.

6 **DEFINITIONS AND INTERPRETATION**

The following words have these meanings:-

**Bank** means financial institution that is licensed under Financial Services Act 2013, Islamic Financial Services Act 2013 and/or Development Financial Institutions Act 2002.

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

**Customer** means a term used to collectively refer to Payers and other clients of a Participant.

**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, 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 from time to time.

**DuitNow Operator** means Payments Network Malaysia Sdn Bhd ("PayNet").

**National Addressing Depository (NAD)** means a central addressing depository established by the NAD Operator that links a bank account or an e-money account to a recipients DuitNow ID and facilitates payment to be made to a recipient by referencing the recipient's DuitNow ID.

**Payer Bank** means A Participant in the Scheme who offers DuitNow services that allow Payers to initiate DuitNow.

**PayNet** means Payments Network Malaysia Sdn. Bhd.

**Personal Data** means any information in respect of commercial transactions that relate directly or indirectly to a customer, who is identified 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.