



DuitNow Autodebit Merchant Terms and Conditions

In these DuitNow Autodebit Merchant Terms and Conditions ("Terms"), references to "You", "Your" and "Yours" refers to the RHB Bank Berhad (Company No.:196501000373 (6171-M)) / RHB Islamic Bank Berhad (Company No.:200501003283(680329-V)) customer who is utilising the DuitNow Autodebit Merchant Services and has an account with RHB Bank Berhad / RHB Islamic Bank Berhad and reference to "We", "Our", "Ours" and "Us" refers to RHB Bank Berhad / RHB Islamic Bank Berhad.

DEFINITIONS & INTERPRETATION

"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, conventional and/or Islamic deposit accounts, current accounts, virtual internet accounts, and/or Islamic investment account. Additionally, means all line of credit accounts tied to payment cards where transaction is made.

"Crediting Participant" means Us.

"Beneficiary of Fraud" means party who ultimately benefits from the unauthorised/fraudulent payment.

"Merchant" means You.

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

"Debiting Participant" means banks and e-money issuer participating in RPP where the Payer maintains Account(s).

"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 AutoDebit service.

"Recipient" means individual or government agencies, statutory bodies, companies, body corporates, businesses, (including sole proprietors and partnerships) societies, charities and other entities who receives funds via DuitNow AutoDebit service.

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

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

"Unrecoverable Loss" means portion of funds transferred and credited to the wrong party due to erroneous/mistaken payments or unauthorised/fraudulent payments that cannot be retrieved after Participants have exhausted the recovery of funds process.



1. Introduction

- 1.1 In consideration of the fees paid to us, we agree to facilitate the participation of you in DuitNow AutoDebit services in accordance with these Terms.
- 1.2 You hereby agree to observe all the DuitNow AutoDebit operating rules issued by the DuitNow AutoDebit Owner & Operator which is applicable to you as reflected in these Terms including any future revisions which will be communicated by us to you.
- 1.3 These Terms apply to and regulate your use of the DuitNow AutoDebit service offered by us. The DuitNow AutoDebit service allows you to receive an amount specified by you to your designated account with us from a Payer's Account by initiating a payment request; or
- 1.4 The DuitNow AutoDebit service offered by us is part of the electronic banking/ e-money services, and accordingly these Terms are in addition to and shall be read in conjunction with the Terms and Conditions for RHB Reflex Cash Management Services and Mobile Banking.

2. Your Obligations

- 2.1 If you wish to receive funds via DuitNow AutoDebit, you shall not charge any fees to the Payers for making payments via DuitNow AutoDebit services.
- 2.2 You shall accept payments that draw funds from savings accounts, current accounts or e-money accounts and optionally payments that draw funds from line of credit accounts.
- 2.3 You shall ensure that you have and maintains adequate procedures and systems for receiving and processing promptly payments you receive from us and promptly and correctly credits or debits as the case may be the amounts of each payment to the applicable Payer's account with you.
- 2.4 You must not make any warranty or representation in respect of goods or services supplied which may bind us, DuitNow AutoDebit Owner & Operator, Debiting Participant or any other Participants in the service.
- 2.5 You must establish and maintain a fair policy for correction of errors and facilitate recovery of funds for erroneous/mistaken payments and/or unauthorised/fraudulent payments.
- 2.6 You shall consent and allow us to disclose your information pertaining to the payment processes as the DuitNow AutoDebit Owner & Operator may reasonably require for DuitNow AutoDebit services.
- 2.7 You shall ensure that your use of and conduct within PayNet's Developer Portal which includes Application Programming Interfaces ('APIs'), a sandbox environment, tools, content and intellectual property rights is in accordance with the Terms of Use for the PayNet's Developer Portal.
- 2.8 If you have been granted a non-transferable license to use the DuitNow Brand, you shall not license or assign the said right to use to any other third party. You shall comply with the DuitNow Brand Guidelines at all times.
- 2.9 For the purpose of **Clause 2.8**, you will be liable for any claims, damages and expenses arising out of or caused to arise from misuse or unauthorised usage of the DuitNow Brand. In the event of such breach, your sub-licensed rights of using the DuitNow Brand shall be revoked and cease



immediately, and whereupon these Terms shall be terminated accordingly. Upon termination, **Clause 2.10** shall apply accordingly.

- 2.10 Upon termination of these Terms, you will do the following:
- 2.10.1 Immediately advise your Payers that you will no longer accept payment via DuitNow AutoDebit from the effective date of termination of your access to DuitNow AutoDebit services;
 - 2.10.2 You will continue to maintain an account with us to credit bill collection for a period of not less than five (5) Business Days after the effective date of termination;
 - 2.10.3 Shall ensure that Store-and-Forward transactions are completed;
 - 2.10.4 Cease all promotional and advertising that is related, or can be perceived to be related to the DuitNow AutoDebit services;
 - 2.10.5 Remove all DuitNow Brand and Marks from your payment channels; and
 - 2.10.6 Return to DuitNow AutoDebit Owner & Operator all software, documents and intellectual property assets for DuitNow AutoDebit service.
- 2.11 The whole of **Clause 3** herein shall survive termination of these Terms. Termination does not affect either party's rights accrued, and obligations incurred before termination.

3. Our Obligations

- 3.1 We shall implement reasonable measures that we deem necessary to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected.

4. Recovery of Funds

- 4.1 You shall assist us with investigation of erroneous/mistaken payments and unauthorised/fraudulent payments, shall make the necessary refund(s) to the Payers, Debiting Participants, as the case may be, in the event that it is found that you are responsible for such erroneous/mistaken payment and unauthorised/fraudulent payment, as the case may be.
- 4.2 In the event erroneous/mistaken payment is caused by you after verification and confirmation from you with respect to such erroneous/mistaken payment, we shall immediately reverse out all debits erroneously posted to our customer's account regardless whether funds have been recovered from other affected parties.

5. Erroneous/Mistaken DuitNow AutoDebit Merchant Payments

- 5.1 We shall inform you once we receive a request to recover funds that is wrongly credited to you due to an erroneous/mistaken payment. You must facilitate the recovery of funds process stated in **Clause 5.2**.

- 5.2 Upon receiving a recovery of funds request for erroneous/mistaken payment, we have the right to debit your 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 and:
 - 5.2.1.1 We are fully satisfied that funds were erroneously or mistakenly credited to your account;
 - 5.2.1.2 We have provided notification to you regarding the proposed debit of your account; and
 - 5.2.1.3 There is sufficient balance in your 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 and:
 - 5.2.2.1 We are fully satisfied that funds were erroneously or mistakenly credited to your account;
 - 5.2.2.2 We have provided written notification to you where the erroneous/mistaken payment will be recovered through debiting your accounts within ten (10) Business Days of the notifications unless you provide reasonable evidence to substantiate ownership of the funds in question; and
 - 5.2.2.3 There is sufficient balance in your account.
 - 5.2.3 If the recovery of funds request is received after seven (7) months from date of erroneous/mistaken payment:
 - 5.2.3.1 We have sought your consent to debit your account to recover funds, and you have given your consent to debit your account within ten (10) Business Days
- 5.3 When you receive a request for consent from us as described in **Clause 5.2.3.1**, you shall not unreasonably withhold consent to debit your account when there is a legitimate recovery of funds request.

6. Unauthorised/Fraudulent DuitNow AutoDebit Payments

- 6.1 We shall inform you once we receive a request to recover funds that was credited to you due to an unauthorised/fraudulent payment. You must facilitate the recovery of funds process stated in **Clause 6.2**.
- 6.2 If you receive unauthorised/fraudulent payment, you shall:
- 6.2.1 Immediately take all practicable measures to prevent the use or application of unauthorised/fraudulently transferred funds for the benefit of the Beneficiary of Fraud;

- 6.2.2 Furnish to us within seven (7) Business Days, information, including but not limited to the name, address, contact information and national identity card number/passport number to conclusively identify the Beneficiary of Fraud;
 - 6.2.3 Take all practicable measures permissible under the law to recover funds from the unintended recipient of funds including but not limited to reversing out credits, drawing on deposits or other financial guarantees that the Beneficiary of Fraud placed/ places with you, stopping delivery of goods, suspending services that the Beneficiary of Fraud has paid for, repossessing goods delivered to the Beneficiary of Fraud and taking legal action against the Beneficiary of Fraud; and
 - 6.2.4 Immediately provide information required in **Clause 6.2.2** to the Debiting Participant to facilitate the Debiting Participant's investigation.
- 6.3 In the event of unauthorised/fraudulent payment is received by you, we shall do the following (upon becoming aware of the fraud):
- 6.3.1 Investigate you to determine whether you are implicated in the fraud. If we have sufficient grounds to suspect you are involved in the fraud or is benefiting from the fraud, we shall prevent withdrawal or use of the remaining funds in your account with us until there is satisfactory resolution of Unrecoverable Loss.
 - 6.3.2 You shall facilitate our investigation.
- 6.4 In the event you are responsible for Fraudulent Payment Instruction, **Clause 9** shall apply accordingly.
- 7. Dispute Resolution**
- 7.1 You may lodge a complaint with the DuitNow AutoDebit Owner & Operator if there are allegations of our non-compliance to the DuitNow AutoDebit rules as reflected in these Terms.
 - 7.2 The DuitNow AutoDebit Owner & Operator shall review of such complaints and allegations in accordance with **Clause 7.3**.
 - 7.3 You shall have the right to refer your disputes to the DuitNow AutoDebit Owner & Operator if there is an allegation of our non-compliance to the DuitNow AutoDebit rules. The DuitNow AutoDebit Owner & Operator will review such complaints and allegations, but such review will be confined to:
 - 7.3.1 Determination whether there has been non-compliance;
 - 7.3.2 Stipulating remedies for us to correct or address the non-compliance; and
 - 7.3.3 Determination if penalties are applicable for the non-compliance.
 - 7.4 All decisions rendered by the DuitNow AutoDebit Owner & Operator in response to complaints from you shall be prima facie binding on us.
- 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

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, us, Debiting Participant, DuitNow AutoDebit 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 Brand by the Indemnifying Party other than as permitted by these Terms.
 - 8.1.5 Except to the extent that such liability arises or is incurred by the other party by reason of any act or omission on its part mentioned in **Clause 8.1.1** to **Clause 8.1.4**.
- 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 other party;
 - 8.2.2 Consult with the other party in relation to any such claim; and
 - 8.2.3 Not to settle any claim without obtaining the prior written consent of the other, such consent not to be unreasonably withheld.
- 8.3 We are not liable to you for any loss or damage suffered by you 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 our reasonable control.

9. Suspension

- 9.1 The DuitNow AutoDebit Owner & Operator or us, as the case may be, reserve the right to suspend your access to the DuitNow AutoDebit service under the following circumstances, which includes, but not limited to:
- 9.1.1 You breached these Terms, applicable rules, guidelines, regulations, circular or laws related to DuitNow AutoDebit that was communicated to you by us;
 - 9.1.2 You have inadequate operational controls or insufficient risk management processes, resulting in potential threats to the stability, integrity, safety and efficiency of DuitNow AutoDebit and/or RPP;
 - 9.1.3 You are suspected on reasonable grounds that it has committed or will commit fraudulent act in connection with the DuitNow AutoDebit; and

- 9.1.4 DuitNow AutoDebit Owner & Operator has determined that the Merchant is inactive in the service, after a continuous period of twelve (12) months in which the Merchant does not receive any Payment Instructions.
- 9.2 Upon suspension of you:
 - 9.2.1 The services provided to you under the DuitNow AutoDebit services will be suspended immediately;
 - 9.2.2 You will no longer have access to RPP Participant Portal;
 - 9.2.3 You shall stop issuing any Bills with DuitNow Brand and is responsible for finding alternative method to issue Bills during the suspension period;
 - 9.2.4 You shall stop sending Payment Requests and/or accepting Payment Instructions for the purpose of collecting funds via DuitNow AutoDebit;
 - 9.2.5 You must take all reasonable steps to assist us to notify each Payers affected by the action that you are no longer participating in DuitNow AutoDebit, in the form directed by us;
 - 9.2.6 You must cease all promotional and advertising that is related or can be perceived to be related to DuitNow AutoDebit;
 - 9.2.7 You shall remove all DuitNow Brand from your marketing collaterals, channels and website; and
 - 9.2.8 You must take all reasonable steps to comply with any directions of us to minimise the impact on Payers of the suspension or termination.

10. Termination

- 10.1 The DuitNow AutoDebit Owner & Operator or us, as the case maybe, reserve the right to terminate the services provided under these Terms or DuitNow AutoDebit services under the following circumstances, which includes, but not limited to:
 - 10.1.1 These Terms between you and us is terminated or expired;
 - 10.1.2 You have breached these Terms, applicable rules, guidelines, regulations, circulars or laws related to DuitNow AutoDebit that was communicated to you by us;
 - 10.1.3 You fail to remedy or take adequate steps to remedy your default under these Terms to the satisfaction of us or the DuitNow AutoDebit Owner & Operator, as the case maybe, within the timeframe specified by us;
 - 10.1.4 You have inadequate operational controls or insufficient risk management processes resulting in potential threats to the stability, integrity, safety and efficiency of the DuitNow AutoDebit and/or RPP;
 - 10.1.5 Court order(s) affecting you or our membership and/or legal status;
 - 10.1.6 Directive(s) issued by regulatory or government authority affecting you or our membership and/or legal status;

- 10.1.7 Your insolvency;
 - 10.1.8 Our membership in DuitNow AutoDebit, DuitNow Consent, RPP or RENTAS is terminated or suspended and you have not appointed our replacement; and
 - 10.1.9 The DuitNow AutoDebit Owner & Operator has determined that you are inactive or you are deemed inactive when there are no DuitNow AutoDebit transactions for a period of twelve (12) consecutive months.
- 10.2 Upon termination of these Terms, the participation of you in DuitNow AutoDebit is automatically terminated and you will no longer have access to DuitNow AutoDebit and the services provided under DuitNow AutoDebit.

11. Advertisement and Use of Logo

- 11.1 You must use the appropriate denotation or legend of trademark registration or ownership in connection with DuitNow Brand, as required or consented to by us.
- 11.2 You are granted the consent to use the denotation or legend of the trade mark of DuitNow Brand, for the sole purpose of publicising, indicating and advertising that you accept Payment Instruction through the DuitNow AutoDebit.
- 11.3 In the event of non-compliance or infringement or potential infringement or misuse of the DuitNow Brand, the DuitNow AutoDebit Owner & Operator or us have the absolute right to revoke the consent granted and you shall cease all use of the denotation and trade mark of the DuitNow Brand by you with or without giving reason whatsoever.
- 11.4 If you desires to use a denotation or legend of trade mark registration or ownership in connection with any mark other than the DuitNow Brand, but used in association with the DuitNow Brand, you may do so provided that such use will not adversely affect the rights of the DuitNow AutoDebit Owner & Operator in the DuitNow Brand; and the specification for such use is notified in writing to us, and we gives our written approval to that specification prior to such use.
- 11.5 You must not use the DuitNow Brand in such a way to create an impression that the goods or services offered by you are sponsored, produced, offered or sold by the owner of the DuitNow Brand. You must not adopt “**DuitNow AutoDebit**” or any other DuitNow Brand as any part of the name of your business or apply it to any goods or services offered for sale.
- 11.6 You must immediately on becoming aware of any infringement or potential infringement of the DuitNow Brand, notify us.

PART 2

12. Crediting to You

- 12.1 We are required to credit your bank account with funds from incoming Payment Instructions and make the incoming funds available for your unencumbered use immediately except for situations where you specifically agreed for delayed or batched posting



12.2 We will make payment in full to you and shall not deduct any fees from the payment proceeds due to you, except for situations where you specifically agreed in writing that fees can be deducted from Payments Instructions.

13. Voluntary Exit from DuitNow AutoDebit

13.1 You have the option to terminate your access to the DuitNow AutoDebit by giving prior written notification to us. You are required to submit your instruction to us by completing the “Merchant Maintenance Form”.

14. Provision of Reconciliation Information

14.1 We shall make available to You the following minimum information, for the purpose of facilitating the Your reconciliation processes and accounting for payment of receipts and fees:

- 14.1.1 Reference No. or Business Message Identifier;
- 14.1.2 Recipient Reference;
- 14.1.3 Other Payment Details and Extended Reference Information, where applicable;
- 14.1.4 Transaction amount;
- 14.1.5 Transaction date and time;
- 14.1.6 Debiting Participant’s name;
- 14.1.7 Account type;
- 14.1.8 Payer’s name;
- 14.1.9 Gross total transaction value;
- 14.1.10 Total transaction volume; and
- 14.1.11 Total fees/ commissions charged

14.2 We shall deliver to You, the information described in **Clause 14.1**, at the minimum in the following manner:

- 14.2.1 Data files or electronic files;
- 14.2.2 Statements or e-statements;
- 14.2.3 E-Mails; or
- 14.2.4 Reports, either electronic or in hardcopies.

15. Liability for Unrecoverable Loss

15.1 For erroneous payment/mistaken payment/unauthorised payment and /or fraudulent payment that cannot be partially recovered or fully recovered, the amount that cannot be recovered will

be deemed as Unrecoverable Loss and the party causing the Unrecoverable Loss will be liable to bear that loss.

- 15.2 If we have reasonable grounds to conclude after our investigation that you caused the Unrecoverable Loss, we will notify you and has the right to freeze funds in your account until there is satisfactory resolution of Unrecoverable Loss. The amount frozen shall amount to no more than the amount of the Unrecoverable Loss.
- 15.3 You agree to take all measures to recover the Unrecoverable Loss if the Unrecoverable Loss is due to your fault or negligence. Notwithstanding the aforesaid, this will not prohibit us to take legal action against you, to the extent permissible by law, to make good the Unrecoverable Loss incurred.
- 15.4 We shall refund DuitNow AutoDebit fees incurred for erroneous payment/mistaken payment/unauthorised payment and /or fraudulent payment, if the error was not caused by you except in situations where you decide to partially refund an overpayment. If you opts to partially refund overpayments to the customer, you shall bear the transactions fees for executing the refund.

16. Disclaimer

- 16.1 The DuitNow Autodebit Operator and us 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 you arising out of or caused by us in connection with the operations and services provided by us in the DuitNow Autodebit services. You agree that you will communicate and resolve any dispute in relation to the aforesaid matters with us.