

Payment Terms & Conditions (T&C)

NAD Terms and Conditions

Terms and Conditions Governing the National Addressing Database

In these Terms and Conditions ("**Terms**"), references to "You", "Your" and "Yours" refer to the TNG Digital Sdn Bhd (Company No. 1256651-M) ("**TNGD**")'s customers/ Touch 'n Go eWallet ("**TNG eWallet**") user who uses the National Addressing Database ("**NAD**") and references to "We", "Our", "Ours" and "Us" refer to TNGD. Capitalised terms herein, if not defined in these Terms, shall have the same meaning as defined in the User Terms and Conditions.

These Terms govern Your use of the NAD provide by Us and shall be read in conjunction with the User Terms and Conditions.

Definitions

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| "Account" | means an E-money account offered by issuers of e-money and all types of deposit accounts offered by banks, except for fixed deposit accounts. This shall include, but is not limited to, all types of conventional and/ or Islamic savings accounts, current accounts, investment accounts, virtual internet accounts. |
| "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 an identifier 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 identifiers as may be introduced by the NAD Operator from time to time. |
| "E-money account" | 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 issuer of e-money. |
| "Malware" | means computer viruses, bugs or other malicious, destructive or corrupting software, code, agent, program or macros, and/or phishing or social engineering schemes which utilise computer software or telecommunications to obtain personal data or any other personal information for malicious or fraudulent purposes. |
| "National Addressing Database" | (NAD) means a central addressing depository established by the NAD Operator that links a bank 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. |

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| “NAD Name Enquiry” | means a service which returns the name of the owner who has registered its DuitNow ID in NAD. |
| “NAD Operator” | means Payments Network Malaysia Sdn Bhd (PayNet) (Company No.: 836743-D). |
| “NAD Service” | means the services offered under Clause 1 of these Terms. |
| “Personal Data” | means any information in respect of commercial transactions that relates directly or indirectly to a customer, who is identified or identifiable 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. |
| “Common ID” | means a unique identification of a customer which links all DuitNow IDs registered by the customer such as the customer’s NRIC, army number, or police number, or for non- Malaysians, passport number. |

1. The NAD Service

- a. The NAD service allows You to link an Account that You have with Us to Your DuitNow ID.
- b. By linking Your DuitNow ID to Your Account, You have the option of receiving incoming funds via DuitNow or any other payment services that address payments using Your DuitNow ID.
- c. When You register Your DuitNow ID in NAD, You will also provide Us with Your Common ID which will be linked to Your Account with Your registered DuitNow ID. Your Common ID will be used by other NAD participating banks/e-money issuer for the purpose of identifying You, as part of facilitating the DuitNow service.
- d. You may link more than one of Your DuitNow ID to the same Account. However, You may not link a particular DuitNow ID to multiple Accounts. You also may not transfer your DuitNow ID to others or allow your DuitNow ID to be utilised by any person other than You, including, but not limited to, for fraudulent or deceptive purposes.

2. Modification and Deregistration of your DuitNow ID

- a. You may update or change Your DuitNow ID that is linked to Your Account via the channels made available to You. We will require a reasonable notice period to effect such changes or update.
- b. You understand and agree that Your DuitNow ID that is linked to Your Account may be deregistered by You or by Us, due to the following circumstances:
 - i. You wish to transfer Your existing DuitNow ID to another Account in another bank/e-money issuer;
 - ii. You have changed/updated Your DuitNow ID;
 - iii. You have closed Your Account that is linked to Your DuitNow ID;
 - iv. the mobile number which You have provided to Us as Your DuitNow ID has been terminated and recycled for use by another person;
 - v. after a period of inactivity; or

- vi. Upon investigation, We find out that You or Your DuitNow ID is potentially involved in any fraudulent activity(s).
- c. You will receive a confirmation of de-registration from Us via push notification as soon as the de-registration is confirmed.

3. Your Information

- a. You represent and warrant that the DuitNow ID used for registration in NAD belongs to You, is correct, complete and up-to date for the use of the service and You will promptly notify Us if there is any change to the DuitNow ID information provided to Us. In the event that any information provided by you is fraudulent or deliberately misleading, you shall indemnify Us, Our Affiliates and the NAD Operator for any losses caused by such provision of information or breach of the other provisions of these Terms.
- b. You acknowledge and agree that other NAD participating banks/ e-money issuers may perform a NAD Name Enquiry of Your DuitNow ID for the purpose of verifying/identifying Your name to Your registered DuitNow ID, as part of facilitating the DuitNow service.
- c. You acknowledge and consent to the disclosure of Your DuitNow ID, Your Common ID and other relevant Personal Data to the NAD Operator for its processing, storing, and archival and disclosure to the sender of funds under the DuitNow service, Our affiliates, service providers, other NAD participants and third parties offering the DuitNow service and their respective customers.
- d. You acknowledge and agree that We may disclose your DuitNow ID information to anyone who We are under an obligation to disclose information to under the law or where it's in the public interest, for example to prevent or detect fraud and abuse.

4. Data Protection

- a. Your consent and Our right to disclose information shall be in addition to, and without prejudice to the rights accorded to You under the Personal Data Protection Act 2010 and any other applicable laws in Malaysia.
- b. We will only disclose, use and process Your DuitNow ID for the purpose of facilitating the DuitNow service.
- c. We have in place, reasonable security measures (both technical and organisational) against unlawful or unauthorised processing of Your DuitNow ID.
- d. We will notify You as soon as practicable if Your DuitNow ID is lost, destroyed, or becomes damaged, corrupted or unusable.

5. Liability

- a. We and the NAD Operator shall not be liable for any losses or damage You may suffer as a result of, including but without limitation:
 - i. Your failure to maintain up-to-date information and Your failure to provide accurate information to us;
 - ii. Our compliance with any instruction given or purported to be given by You which is apparent to a reasonable person receiving such instruction;
 - iii. any misuse or any purported or fraudulent use of Your DuitNow ID including instances whereby online fraud is perpetrated by way of any Malware;



- iv. any disclosure of any information which You have consented to Us collecting, using or disclosing or where such collection, Use or disclosure is permitted or required to be disclosed under the applicable laws in Malaysia.

6. Miscellaneous

- a. You acknowledge that We have the right to change, vary or modify these Terms by providing You with twenty-one (21) days' notice in such manner as We deem fit and You agree to be bound by such Terms as cancelled or revised or modified.
- b. You agree that We or the NAD Operator may at any time deregister your DuitNow ID or deny you the NAD service for reasons of security, prevention of fraud, suspicious activities and, in the case of the NAD Operator, for any reason the NAD Operator may deem fit.
- c. These Terms shall be construed in accordance with the laws of Malaysia and You agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.

DuitNow Terms and Conditions

In these DuitNow Terms and Conditions ("**Terms**"), references to "You", "Your" and "Yours" refer to the TNG Digital Sdn Bhd (Company No. 1256651-M) ("**TNGD**")'s customer/Touch 'n Go eWallet ("**TNG eWallet**") user who is utilising the DuitNow service and has an account with TNGD and references to "We", "Our", "Ours" and "Us" refer to TNGD. Capitalised terms herein, if not defined in these Terms, shall have the same meaning as defined in the User Terms and Conditions.

Definitions

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| "Business Day" | means any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur. |
| "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 an identifier 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 identifiers as may be introduced by the DuitNow Operator from time to time. |
| "DuitNow Operator" | means Payments Network Malaysia Sdn. Bhd. (Company No.: 836743-D). |
| "DuitNow Services" | means the services offered under Clause 2 of these Terms. |
| "National Addressing Database (NAD)" | means a central addressing depository established by the NAD Operator that links a bank account or an e-money account to a recipient's DuitNow ID and facilitates payment to be made to a recipient by referencing the recipient's DuitNow ID. |
| "Personal Data" | means any information in respect of commercial transactions that relate directly or indirectly to a customer, who is identified or identifiable 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. |

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 or e-money account maintained with Us, to a bank or e-money account maintained by Your recipient at a



participating DuitNow participant via Pay-to-Account-Number and Pay-to- Proxy (Pay via DuitNow ID), or such other means as prescribed by Us or the DuitNow Operator from time to time.

- 1.2 The DuitNow service offered by Us is part of the services of the TNG eWallet and accordingly these Terms are in addition to and shall be read in conjunction with the User Terms and Conditions.

2. DuitNow Services

- 2.1 If You wish to send funds via DuitNow, You must first initiate a payment by entering the recipient's DuitNow ID in Our mobile payment option on Your TNG eWallet.
- 2.2 We will perform a 'Name Enquiry' to verify the recipient's registration of its DuitNow ID in NAD and if the recipient is registered, We will display the name of such registered DuitNow recipient.
- 2.3 You are responsible for the correct entry of the recipient's DuitNow ID and ensuring that the recipient's name displayed is the intended recipient of the funds prior to confirming the DuitNow transaction. TNGD is under no obligation whatsoever to verify that the amount paid by You matches with the recipient's amount. We shall not be liable for any losses suffered by You for any inaccurate or other DuitNow transaction You initiate.
- 2.4 We will notify You on the status of each successful and reversed DuitNow transaction via any of Our available communication push notification.
- 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 2.5 above, You agree that once a DuitNow transaction has confirmed, it will be deemed irrevocable and You will not be able to cancel, stop or perform any changes to that DuitNow transaction.

3. Multiple Look-Up Requests

- 3.1 You are advised not to submit multiple "Look-Up Requests" without a confirmed DuitNow transaction. We shall not display the results of the "Look-Up Requests" upon five (5) consecutive Name Enquiry Requests that are not followed with a confirmed DuitNow transaction.
- 3.2 Without prejudice to any of Our rights and remedies, We reserve the right to terminate or suspend Your access to and use of the DuitNow service where We consider in Our sole discretion that inappropriate, fraudulent or suspicious use is being made of the DuitNow services, such as where multiple "Look-Up Requests" are submitted without a confirmed DuitNow transaction. You are advised to contact Us should You encounter any issues relating to the foregoing.

4. Recovery of Funds

- 4.1 You have rights in relation to the investigation and recovery of, erroneous payments and unauthorised (includes fraudulent) DuitNow transactions made from Your account. However, TNGD does not guarantee that any funds therefrom will always be recovered and TNGD shall not be in

any way liable for any such unrecoverable loss and the provisions of Clause 5 and 6 are made subject to this Clause 4. The recovery of any funds may be subject to fee charges.

- 4.2 You acknowledge that You are fully responsible to ensure that the usage of the DuitNow Services on your mobile device fully complies with these Terms and You shall safeguard Your mobile device and take steps to ensure that no improper, illegal, fraudulent, and/or unauthorised transactions occur using the DuitNow Services. All DuitNow transactions occurring on Your mobile device are deemed to have been initiated by You or with Your consent, unless proven otherwise.

5. Erroneous DuitNow Transaction

- 5.1 If You have made an erroneous DuitNow transaction, You may request for recovery of the funds within ten (10) business days from the date the erroneous DuitNow transaction was made and We will work with the affected recipient's bank/ e-money issuer to return the said funds to You within seven (7) Business Day provided the following conditions are met:

- 5.1.1 The funds were actually wrongly credited into the affected recipient's account;
- 5.1.2 If funds have been wrongly credited, whether the balances in the affected recipient's account is sufficient to cover the funds' recovery amount;
- 5.1.3 If the balances are sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and
- 5.1.4 If the balances are not sufficient to cover the recovery amount, the erroneously credited funds may not be fully recoverable and the recipient's bank/ e-money issuer may partially remit the recoverable fund back to You.

- 5.2 For any request for recovery of funds between eleven (11) Business Days and seven (7) months from the date the erroneous DuitNow transaction was made:

- 5.2.1 The affected recipient's bank/ e-money issuer must be fully satisfied that funds were erroneously credited to the affected recipient; and
- 5.2.2 Deliver notifications to the affected recipient in writing regarding the funds recovery requests whereby the erroneously credited funds would be recovered through debiting the affected recipient's account within ten (10) Business Days of the notifications unless the affected recipient provides reasonable evidences that the affected recipient is entitled to the funds in question. After fifteen (15) Business Days, if the affected recipient fails to establish their entitlement to the funds, the affected recipient's bank/ e-money issuer shall debit the affected recipient's account and remit the funds back to You.

- 5.3 For any requests to recover funds after seven (7) months from the date of the erroneous DuitNow transaction:

- 5.3.1 The affected recipient's bank/ e-money issuer must be fully satisfied that funds were erroneously credited to the affected recipient;
- 5.3.2 The affected recipient's bank/ e-money issuer shall obtain from the affected recipient the decision whether to grant consent within ten (10) Business Days; and
- 5.3.3 Once consent is obtained, the affected recipient's bank/ e-money issuer shall debit the affected recipient's account and remit the funds back to You within one (1) Business Day.

6. Unauthorised or Fraudulent DuitNow Transaction

- 6.1 For DuitNow transactions which were not authorised by You or which are fraudulent, We will, upon receiving a report from You alleging that an unauthorised or fraudulent DuitNow transaction was made, remit the funds back to You provided the following conditions are met:
- 6.1.1 We shall conduct an investigation and determine within fourteen (14) Calendar Days, if the unauthorised or fraudulent payment did occur;
 - 6.1.2 If We are satisfied that the unauthorised or fraudulent payment Instruction did indeed occur and was not caused by You or Your negligence or carelessness, We shall initiate a reversal process whereby all debit posted to Your account arising from the unauthorised or fraudulent Payment Instruction would be reversed.

7. Liability and Indemnity

- 7.1 You acknowledge and agree that, unless expressly prohibited by mandatory laws, 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 whatsoever in respect to any matter of whatsoever nature in connection with the DuitNow services offered by Us arising from:
- 7.1.1 Your negligence, misconduct or breach of any of these Terms;
 - 7.1.2 Any erroneous transfer of funds by You, including any transfer of funds to the wrong DuitNow ID, wrong recipient or wrong third party;
 - 7.1.3 Any failure, delay, error or non-transmission of funds due to system maintenance, breakdown or non-availability of any network, software or hardware of the Touch 'n Go eWallet and the DuitNow Operator; or
 - 7.1.4 The suspension, termination or discontinuance of the DuitNow services.
- 7.2 You shall indemnify, defend and hold Us, Our affiliates, and the DuitNow Operator (including the directors, employees, and agents of the foregoing) harmless from and against any 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 You (including but not limited to Your negligence, misconduct or breach of any of these Terms).
- 7.3 You shall indemnify Us and Our Affiliates for any liability, claim, loss, damage or expense of any kind or nature arising directly or indirectly, as a result of Your actions or omissions in relation to the usage of the DuitNow Services or any failure to comply with these Terms.

8. General

- 8.1 We reserve the right to revise at any time, such charges for the use of the DuitNow services, upon notice to You. Such revisions shall take effect from the date stated in the notice. Where You continue to access or use the DuitNow services after such notification, You shall be deemed to have agreed to and accepted such revisions to such charges.
- 8.2 You acknowledge that We may terminate Your use of the DuitNow services with Us for any reason, at any time and without prior notice.
- 8.3 You acknowledge that We have the right to change, restrict, vary, suspend or modify these Terms by providing You with thirty (30) days' notice in such manner as We deem fit.



- 8.4 You consent to the collection, use and disclosure of your Personal Data by Us, Our affiliates, Our service providers and the DuitNow Operator as required for the purposes of the DuitNow services.
- 8.5 These Terms are governed by and shall be construed in accordance with the laws of Malaysia.

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