

## DuitNow QR Terms and Conditions

In these DuitNow QR Terms and Conditions (“**Terms**”), references to “you”, “your” and “yours” refers to the TNGD customer/Touch ‘n Go eWallet (“**TNG eWallet**”) user who is utilising the DuitNow QR Service and has an account with TNGD and reference to “we”, “our”, “ours” and “us” refers to **TNG Digital Sdn. Bhd.** (“**TNGD**”). Capitalised terms herein, if not defined in these Terms, shall have the same meaning as defined in the User Terms and Conditions.

### Definitions

“ <b>Account</b> ”	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 and/or line of credit accounts tied to payment cards
“ <b>Business Day</b> ”	means any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.
“ <b>Dynamic QR</b> ”	means a QR Code that is generated after the merchant or recipient keys-in the amount of the payment or credit transfer.
“ <b>E-money</b> ”	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.
“ <b>Merchant</b> ”	means businesses registered with the Companies Commission of Malaysia, sole proprietors and partnerships, government agencies, statutory bodies, societies, and other similar entities
“ <b>DuitNow QR</b> ”	means a service which facilitates industry wide ubiquitous payments or credit transfer by scanning the QR Code which complies with DuitNow National QR Standard.
“ <b>DuitNow QR Operator</b> ”	means <b>Payments Network Malaysia Sdn Bhd.</b>
“ <b>DuitNow QR Services</b> ”	means the services offered under Clause 2 of these Terms.
“ <b>Recipient</b> ”	means an individual who receives of funds via the DuitNow QR service.
“ <b>Static QR</b> ”	means a QR Code displayed which requires the individual to key-in the amount of the payment or credit transfer.
“ <b>QR Code</b> ”	means a two-dimensional barcode that can be read using the camera of a smartphone or mobile device that is equipped with QR reader.

### 1. Introduction

- 1.1 These Terms apply to and regulate your use of the DuitNow QR service offered by us. The DuitNow QR service allows you to transfer an amount specified by you from your designated TNG eWallet Account to a Merchant or Recipient’s Account via the Merchant or Recipient’s QR Code.
- 1.2 The DuitNow QR 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 applicable to the use of the TNG eWallet and in the event of any irreconcilable conflict, these Terms shall prevail to the extent that the usage of the TNG eWallet relates to the DuitNow QR Services.

## **2. DuitNow QR Service**

- 2.1 If you wish to send funds via DuitNow QR, you must first download and install the TNG eWallet mobile application on your mobile device and select an Account (if applicable) to be used by TNGD for deduction of funds for payments made via DuitNow QR. The TNG eWallet enables you to scan a Static QR Code or a Dynamic QR Code displayed at the merchant or on a mobile device.
- 2.2 You are responsible for ensuring that the transaction amount keyed-in or displayed on your mobile application screen is correct prior to confirming the transaction. The transaction amount keyed-in or displayed via the Merchant or Recipient's QR Code shall be deemed by TNGD to be correct upon your confirmation of the 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 QR transaction you initiate.
- 2.3 We will notify you on the status of each successful, failed or rejected DuitNow QR transaction via any of our available communication channels chosen by you.
- 2.4 You acknowledge and agree that 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 Merchant or Recipient is the intended party to receive the funds, and we shall not be liable for transferring the funds to such Merchant or Recipient even if such person is not the intended party.
- 2.5 Pursuant to Clause 2.4 above, you agree that once a DuitNow QR transaction is confirmed, it will be deemed irrevocable and you will not be able to cancel, stop or perform any changes to that DuitNow QR transaction.

## **3. Recovery of Funds**

- 3.1 You have rights in relation to the investigation and recovery of mistaken payments, erroneous payments and unauthorised or fraudulent DuitNow QR 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 4 and 5 are made subject to this Clause 3. The recovery of any funds may be subject to fee charges.
- 3.2 You acknowledge that you are fully responsible to ensure that the usage of the DuitNow QR Service 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 QR Service. All DuitNow QR transactions occurring on your mobile device are deemed to have been initiated by you or with your consent, unless proven otherwise.

## **4. Erroneous/Mistaken DuitNow QR Transaction**

- 4.1 If you have made an erroneous DuitNow QR transaction, you may request for recovery of the funds within ten (10) Business Days from the date the Erroneous Transaction was made and we will work with the affected Merchant or Recipient's bank or issuer of e-money to return the said funds to you within seven (7) Business Days provided the following conditions are met:
  - 4.1.1 The funds were actually wrongly credited into the affected Recipient's Account;
  - 4.1.2 If funds have been wrongly credited, whether the balances in the affected Merchant or Recipient's Account is sufficient to cover the funds recovery amount;
    - 4.1.2.1 If the balances are sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and
    - 4.1.2.2 If the balances are not sufficient to cover the recovery amount, the erroneously credited funds may not be fully recoverable.

- 4.2 For any request for recovery of funds between eleven (11) Business Days and seven (7) months from the date the Erroneous Transaction was made, we will work with the affected Merchant or Recipient's bank or issuer of e-money to return the said funds to you within seven (7) Business Days provided the following conditions are met::
- 4.2.1 The affected Merchant or Recipient's bank or issuer of e-money is fully satisfied that funds were erroneously credited to the affected Merchant or Recipient;
  - 4.2.2 Deliver notifications to the affected Merchant or Recipients in writing regarding the funds recovery requests whereby the erroneously credited funds would be recovered through debiting the affected Merchant or Recipients' Account within ten (10) Business Days of the notifications unless the affected Merchant or Recipient provides reasonable evidences that the affected Merchant or Recipient is entitled to the funds in question. After fifteen (15) Business Days, if the affected Merchant or Recipient fails to establish their entitlement to the funds, the affected Merchant or Recipient's bank or issuer of e-money shall debit the affected Merchant or Recipients' Account and remit the funds back to you.
- 4.3 For any requests to recover funds after (7) months from the date of the Erroneous Transaction was made, we will work with the affected Merchant or Recipient's bank or issuer of e-money to return the said funds to you within seven (7) Business Days provided the following conditions are met:
- 4.3.1 The affected Merchant or Recipient's bank or issuer of e-money is fully satisfied that funds were erroneously credited to the affected Recipient;
  - 4.3.2 The affected Merchant or Recipient's bank or issuer of e-money shall obtain from the affected Merchant or Recipient the decision whether to grant consent within ten (10) Business Days; and
  - 4.3.3 Once consent is obtained, the affected Merchant or Recipient's bank or issuer of e-money shall debit the affected Recipient's Account and remit the funds back to you within one (1) Business Day.

## **5. Unauthorised or Fraudulent DuitNow QR Transaction**

- 5.1 For DuitNow QR 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 QR transaction was made, remit the funds back to you provided the following conditions are met:
- 5.1.1 We shall conduct an investigation and determine within fourteen (14) Calendar Days, if the unauthorised or fraudulent payment did occur;
  - 5.1.2 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.

## **6. Liability and Indemnity**

- 6.1 You acknowledge and agree that, unless expressly prohibited by mandatory laws, we and the DuitNow QR 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 QR service offered by us arising from:
- 6.1.1 Your negligence, misconduct or breach of any of these Terms;
  - 6.1.2 Insufficient funds in your Account for us to process the DuitNow QR transaction;

- 6.1.3 You have exceeded your daily transfer limit;
  - 6.1.4 Any payment instruction given or purported to be given by you;
  - 6.1.5 Any erroneous transfer of funds by you, including any transfer of funds to the wrong Merchant or Recipient or wrong third party; or
  - 6.1.6 The suspension, termination or discontinuance of the DuitNow QR Service.
- 6.2 You shall indemnify us, our affiliates, and the DuitNow QR Operator (including the directors, employees, and agents of the foregoing) harmless from and against any loss or damage suffered due to any claim, demand, or action brought against us, our affiliates, and the DuitNow QR Operator resulting from any negligent and/or fraudulent act to these Terms by you.
- 6.3 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 QR Service or any failure to comply with these Terms.

## **7. General**

- 7.1 We reserve the right to revise at any time, such charges for the use of the DuitNow QR Service, by providing you with thirty (30) days written notice. Such revisions shall take effect from the date stated in the notice. Where you continue to access or use the DuitNow QR service after such notification, you shall be deemed to have agreed to and accepted such revisions to such charges.
- 7.2 You acknowledge that we may terminate your use of the DuitNow QR Service with us for any reason, without prior notice.
- 7.3 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.
- 7.4 You consent to the collection, use and disclosure of your personal data (including contact details) by us, our affiliates, our service providers and the DuitNow QR Operator as required for the purposes of the DuitNow QR Service.
- 7.5 These Terms are governed by and shall be construed in accordance with the laws of Malaysia.

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