

DUITNOW SERVICE TERMS

Malaysia – J.P. Morgan Chase Bank Berhad

1. These DuitNow service terms (“**Service Terms**”) apply to and regulate the Customer’s use of the DuitNow service offered by the Bank, and such DuitNow service is to be treated as a “Service”. By providing information or documents to the Bank in relation to the DuitNow service, or accepting the DuitNow service or otherwise dealing with the Bank in relation to the DuitNow service, the Customer will be taken to have agreed to be bound by these Service Terms.
2. As used in these Service Terms, the following terms shall have the meaning ascribed hereto:
 - “**Account**” as defined in the Account Terms.
 - “**Account Terms**” as defined in clause 5 below.
 - “**Authorized Person**” as defined in the Account Terms.
 - “**Bank**” as defined in the Account Terms, which term includes J.P. Morgan Chase Bank Berhad.
 - “**Beneficiary’s Name Enquiry**” as defined in clause 7 below.
 - “**Business Day**” means any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.
 - “**Customer**” as defined in the Account Terms.
 - “**DuitNow**” means a service in Malaysia which allows customers to initiate and receive instant funds transfers using a beneficiary’s account number or DuitNow ID.
 - “**DuitNow ID**” means any identifier of an account holder as may be accepted by the DuitNow Operator from time to time.
 - “**DuitNow Operator**” means Payments Network Malaysia Sdn. Bhd. (Company No.: 200801035403, formerly 836743-D) or any other person which takes over the operation of DuitNow.
 - “**DuitNow Participant**” means any bank or e-money issuer that is a member of DuitNow.
 - “**DuitNow Rules**” as defined in clause 4 below.
 - “**Grace Period**” as defined in clause 12(b) below.
 - “**Instructions**” as defined in the Account Terms.
 - “**National Addressing Database**” means a central addressing depository established by the DuitNow Operator that: (a) links a bank account or an e-money account to a beneficiary’s DuitNow ID; and (b) facilitates a payment to be made to a beneficiary by referencing the beneficiary’s DuitNow ID.
 - “**Personal Data**” as defined in the applicable contractual consent between the Bank and the Customer.
 - “**Service Terms**” as defined in clause 1 above.
 - “**Service**” as defined in the Account Terms.
3. The DuitNow service allows the Customer to transfer funds from the Customer’s Account to any bank account or e-money account maintained by the beneficiary at any DuitNow Participant by identifying the beneficiary’s account number and/or DuitNow ID, or such other identifier as may be prescribed by the Bank from time to time.
4. The Customer agrees and acknowledges that the DuitNow service is subject to the rules, guidelines and procedures imposed by the DuitNow Operator from time to time (“**DuitNow Rules**”).
5. The Bank’s general terms and conditions governing the operation of the Account(s) and Services of the Customer as well as the country-specific addendum for the jurisdiction in which the Account(s) are held, as amended from time to time (“**Account Terms**”), are incorporated by reference into these Service Terms, including the indemnity and limitation of liability provisions. If and to the extent that there is a conflict between the Account Terms and the provisions of these Service Terms, the provisions of these Service Terms shall prevail.
6. The Customer may issue DuitNow funds transfer Instructions by providing the beneficiary’s DuitNow ID to the Bank by any means acceptable to the Bank. The Bank will then verify the registration of the beneficiary’s DuitNow ID provided by the Customer in the National Addressing Database; and in case of a valid registration, the Bank will make the beneficiary’s name visible to the Customer either after (in any Account Statement) or before any DuitNow funds transfer Instruction is processed and transmitted, at the Bank’s discretion.
7. If the Bank decides to make the beneficiary’s name visible to the Customer before any DuitNow funds transfer Instruction is processed and transmitted (“**Beneficiary’s Name Enquiry**”), the Customer will be responsible for ensuring that, prior to confirming the respective Instruction, such beneficiary’s name matches the intended beneficiary of the DuitNow funds transfer Instruction.

8. The Bank will notify the Customer on the status of any DuitNow funds transfer Instruction (whether successful, failed or rejected) within such time and in the manner as may be agreed by the Bank and the Customer from time to time.
9. The Bank will not be required to verify that any name registered in the National Addressing Database matches the intended beneficiary of any DuitNow funds transfer Instruction.
10. Any DuitNow funds transfer Instruction that has been confirmed by the Customer in accordance with clause 7 above will be deemed irrevocable and the Customer will not be able to cancel, stop or perform any changes to such Instruction.
11. As may be advised by the Bank to the Customer from time to time, the Customer will only be able to make a limited number of Beneficiary's Name Enquiries before actually confirming a DuitNow funds transfer Instruction, and in case of any breach or any inappropriate, fraudulent or suspicious use by the Customer (in the Bank's opinion), the Bank may suspend or discontinue the Customer's use of the DuitNow service without further notice.
12. In case of any errors in the DuitNow funds transfer Instruction issued and/or confirmed by the Customer, the Customer may request the Bank:
 - (a) Within ten (10) Business Days from the date of the erroneous Instruction, to recover the funds transferred in error and the Bank will liaise with the respective beneficiary's DuitNow Participant to attempt to return such funds to the Customer within seven (7) Business Day subject to the following: (i) the funds were erroneously credited into the respective beneficiary's account; and (ii) the balance in the respective beneficiary's account is sufficient to cover the funds erroneously transferred, and in case of any shortfall, the beneficiary's DuitNow Participant will only be able to make a partial return of the funds back to the Customer.
 - (b) After eleven (11) Business Days and up to seven (7) months from the date of the erroneous Instruction, to recover the funds transferred in error subject to the following: (i) the beneficiary's DuitNow Participant is fully satisfied that the funds were erroneously credited into the beneficiary's account; and (ii) the beneficiary's DuitNow Participant delivers a notice in writing to the beneficiary stating that the funds erroneously credited would be debited from the beneficiary's account within ten (10) Business Days of the notice ("**Grace Period**") unless the beneficiary provides reasonable evidence that it is entitled to the funds in question, and if after five (5) Business Days from the expiration of the Grace Period (i.e., fifteen (15) Business Days from the delivery of the notice) the beneficiary fails to establish its entitlement to the funds, the beneficiary's DuitNow Participant will debit the beneficiary's account and return the funds back to the Customer, but in case the balance in the respective beneficiary's account is not sufficient to cover the funds erroneously transferred, the beneficiary's DuitNow Participant will only be able to make a partial return.
 - (c) After seven (7) months from the date of the erroneous Instruction, to recover the funds transferred in error subject to the following: (i) the beneficiary's DuitNow Participant is fully satisfied that the funds were erroneously credited into the beneficiary's account; and (ii) the beneficiary's DuitNow Participant obtains the beneficiary's consent within ten (10) Business Days, then debits the beneficiary's account and returns the funds back to the Customer within one (1) Business Day.
13. If the Customer sends a notice in writing to the Bank alleging that a DuitNow funds transfer is fraudulent or unauthorized by the Customer, the Bank: (a) will conduct an investigation and determine within fourteen (14) calendar days if such transfer actually occurred (and was not caused by the Customer); and then (b) will return the respective funds (including any related debit entries) to the Customer.
14. Without prejudice to any limitation of liability under the Account Terms, neither the Bank nor the DuitNow Operator will be liable to the Customer 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 service arising from: (a) the Customer's negligence, misconduct or breach of any of these Service Terms; (b) any errors in the DuitNow funds transfer Instruction issued and/or confirmed by the Customer, including any erroneous DuitNow ID or beneficiary; (c) 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 Bank and the DuitNow Operator; or (d) the suspension, termination or discontinuance of the Customer's use of the DuitNow service.
15. Without prejudice to any indemnity under the Account Terms, the Customer will indemnify, defend and hold the Bank, its agents, employees, officers and directors as well as 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 foreseeable or not, resulting from or arising in connection with: (a) any fault, act

or omission by the Customer (including but not limited to the Customer's negligence, misconduct or breach of any of these Service Terms); and/or (b) any indemnity or undertaking given by the Bank to the DuitNow Operator and/or any DuitNow Participant in connection with the DuitNow services. This indemnity obligation will survive the termination of these Service Terms.

16. These Service Terms supersede and replace any other previous version then in effect.
17. These Service Terms may be amended or supplemented by the Bank upon notice to the Customer and the amended or supplemented Service Terms may be made available by the Bank to the Customer via electronic means (including by publishing on a Bank website); provided that any amendments or supplements that are required by law, regulation or the DuitNow Rules may be implemented immediately or as required by law, regulation or the DuitNow Rules. All amendments must be in writing. Notice of amended or supplemented Service Terms is deemed given, and all amendments are deemed effective, upon publication of the amended and supplemented Service Terms on a Bank website.
18. The Bank reserves the right to revise at any time any charges for the use of the DuitNow service, upon notice to the Customer, and such revisions will take effect from the date stated in the notice. Where the Customer continues to use the DuitNow service after such notification, the Customer will be deemed to have agreed to and accepted such revisions to the charges.
19. The Bank may terminate the Customer's use of the DuitNow service for any reason, at any time and without prior notice.
20. Without prejudice to any contractual consent provided to the Bank by the Customer, the Customer consents to the collection, use and disclosure of any of the Customer's Personal Data by the Bank, its agents and the DuitNow Operator as required for the purposes of the DuitNow service. In addition, the Customer authorizes the Bank to disclose any information with respect to any Account, any banking transaction, these Service Terms and the Customer itself, including the Customer's confidential information, to the DuitNow Operator, Bank Negara Malaysia and any relevant third parties, including any of their respective agents, as may be appropriate for the purposes of the DuitNow service. This authorization will survive the termination of these Service Terms.
21. In the event that any term, condition or provision in these Service Terms is invalid, unlawful or unenforceable, the remaining terms, conditions and provisions in these Service Terms shall continue to be valid, lawful and enforceable.
22. These Service Terms shall be governed by and construed in accordance with the laws of Malaysia.