

DUITNOW SERVICE TERMS – NATIONAL ADDRESSING DATABASE (NAD) SERVICE

Malaysia – J.P. Morgan Chase Bank Berhad

1. These NAD service terms ("**Service Terms**") apply to and regulate the Customer's use of the NAD service offered by the Bank, and such NAD service is to be treated as a "Service". By providing information or documents to the Bank in relation to the NAD service, or accepting the NAD service or otherwise dealing with the Bank in relation to the NAD service, the Customer will be taken to have agreed to be bound by the applicable terms and conditions in 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 4 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**" means a functionality which displays the name of an individual or corporate customer who has registered its DuitNow ID in NAD.
 - "**Common ID**" means a unique identification of a customer which links all of its DuitNow IDs registered by such customer.
 - "**Customer**" as defined in the Account Terms.
 - "**Designated Account**" as defined in clause 5 below.
 - "**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 NAD Operator from time to time.
 - "**DuitNow Participant**" means any bank or e-money issuer that is a member of DuitNow.
 - "**Instruction**" as defined in the Account Terms.
 - "**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 utilize computer software or telecommunications to obtain personal data or any other personal information for malicious or fraudulent purposes.
 - "**NAD Operator**" means Payments Network Malaysia Sdn. Bhd. (Company No.:200801035403 [836743-D]) or any other person which takes over the operation of the NAD.
 - "**NAD Rules**" as defined in clause 3 below.
 - "**National Addressing Database**" or "**NAD**" means a central addressing depository established by the NAD 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 Customer agrees and acknowledges that: (a) the NAD service is subject to the rules, guidelines and procedures imposed by the NAD Operator from time to time ("**NAD Rules**"); and (b) keeping the Customer's DuitNow ID and Designated Account up-to-date is critical for avoiding erroneous DuitNow funds transfers where the Customer is the intended beneficiary.
4. 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.
5. The NAD service allows the Customer to link one (1) of the Account(s) held by the Customer with the Bank ("**Designated Account**") to any of the Customer's DuitNow ID so that any payer using the DuitNow service may be able to identify the Customer's Designated Account using the Customer's DuitNow ID, where the Customer is the intended beneficiary of any DuitNow funds transfer.
6. When the Customer registers its DuitNow ID in the NAD, the Customer will provide the Bank with the Customer's Common ID so that it is linked to the Customer's registered DuitNow ID. Such Customer's Common ID will be used by any DuitNow Participant for the purpose of identifying the Customer in order to facilitate the DuitNow service.
7. If permitted under the NAD Rules, the Customer may link more than one (1) of its DuitNow IDs to the same Designated Account; however, the Customer will not be able to link a particular DuitNow ID to multiple Accounts or accounts held with a third party DuitNow Participant.
8. The Customer may update or change its DuitNow ID that is linked to a Designated Account via the channels made available by the Bank. The Bank will require a reasonable opportunity to act on any such request.
9. Any Customer's DuitNow ID that is linked to any Designated Account may be deregistered by the Customer or the Bank in the following circumstances: (a) the Customer intends to transfer its existing DuitNow ID to any account held with a third party DuitNow Participant; (b) the Customer has changed and/or updated its DuitNow ID; (c) the Designated Account that is linked to the Customer's DuitNow ID has been closed; (d) after a period of inactivity; or (e) upon investigation, the Bank

determines that the Customer and/or its DuitNow ID is potentially involved in any fraudulent activity. A confirmation of the de-registration will be provided by the Bank to the Customer within such time and in the manner as determined by the Bank.

10. The Customer represents and warrants to the Bank that, at all times during the term of these Service Terms: (a) it is the true holder of the DuitNow ID used for registration in the NAD; and (b) such DuitNow ID is correct, complete and up-to-date for the use of the NAD service. The Customer will promptly notify the Bank if there is any change to the DuitNow ID that was previously provided to the Bank.
11. The Customer acknowledges and agrees that: (a) any third party DuitNow Participant may perform a Beneficiary's Name Enquiry of the Customer's DuitNow ID for the purpose of verifying and/or identifying the Customer's name to the Customer's registered DuitNow ID, as part of facilitating the DuitNow service; (b) the Bank may disclose the Customer's DuitNow ID to anyone who the Bank is under an obligation to disclose information to under the law or where it is in the public interest (including but not limited to prevent or detect fraud and abuse); and (c) the Bank is authorized to rely on any information received from the Customer for the purposes of the NAD service.
12. The Customer consents to the disclosure of its DuitNow ID, its Common ID and any other relevant Personal Data to the NAD Operator for its processing, storing, archival and disclosure to any payer of funds transfers under the DuitNow service, the Bank's agents, any third party DuitNow Participant and any other third party offering the DuitNow service and their respective customers.
13. The Customer's consent, and the Bank's right, to disclose information hereunder will be in addition to, and without prejudice to the rights accorded to the Customer under the Personal Data Protection Act 2010 and any other applicable laws in Malaysia.
14. Without prejudice to any contractual consent provided to the Bank by the Customer, the Bank will only disclose, use and process the Customer's DuitNow ID and Common ID for the purpose of facilitating the DuitNow service and NAD service.
15. The Bank has in place reasonable security measures (both technical and organizational) against unlawful or unauthorized processing of the Customer's DuitNow ID.
16. The Customer will notify the Bank as soon as practicable if its DuitNow ID is lost, destroyed, or becomes damaged, corrupted or unusable.
17. 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 NAD service arising from: (a) the Customer's negligence, misconduct or breach of any of these Service Terms; (b) the Customer's failure to maintain an up-to-date DuitNow ID; (c) the Customer's failure to provide an accurate DuitNow ID to the Bank; (d) the Bank's compliance with any Instruction issued by the Customer; (e) any misuse or any purported or fraudulent use of the Customer's DuitNow ID, including instances where online fraud is perpetrated by way of any Malware; (f) any disclosure of any information which the Customer has consented to the Bank collecting, using or disclosing or where such collection, use or disclosure is permitted or required to be disclosed under the applicable laws in Malaysia; (g) any failure, delay, error or non-transmission of information due to system maintenance, breakdown or non-availability of any network, software or hardware of the Bank and the NAD Operator; or (h) the suspension, termination or discontinuance of the Customer's use of the NAD service.
18. Without prejudice to any indemnity under the Account Terms, the Customer will indemnify, defend and hold the Bank, its agents, employees, officers and directors 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 NAD service. This indemnity obligation will survive the termination of these Service Terms.
19. These Service Terms supersede and replace any other previous version then in effect.
20. These Service Terms may be amended or supplemented by the Bank on thirty (30) calendar days' prior notice to the Customer; provided that any amendments or supplements that are required by law, regulation or the NAD Rules may be implemented immediately or as required by law, regulation or the NAD Rules. All amendments must be in writing.
21. The Bank may terminate the Customer's use of the NAD service for any reason, at any time and without prior notice.
22. 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.
23. These Service Terms shall be governed by and construed in accordance with the laws of Malaysia.