

Terms and Conditions Governing DuitNow

In these DuitNow Terms and Conditions (“**DuitNow Terms**”), references to “You”, “Your” and “Yours” refers to Citibank Berhad customer and references to “We”, “Our”, “Ours” and “Us” refers to Citibank.

These DuitNow Terms, the Master Account and Services Terms (“**MAST**”) (including the Confidentiality and Data Privacy Condition (“**CDPC**”)) and the Local Conditions govern Your use of the DuitNow service provided by Us. In the event of a conflict between the MAST and the Local Conditions, the Local Conditions prevail; and if there is a conflict between the MAST or the Local Conditions with these DuitNow Terms, these DuitNow Terms shall prevail.

In these DuitNow Terms, the term “**the Terms**” refers collectively to these DuitNow Terms, the MAST (including the CDPC) and the Local Conditions.

1. Definitions

- (a) “**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 current accounts, investment accounts and virtual internet accounts.
- (b) “**Affiliate**” of a person means any entity, present or future, that directly or indirectly Controls, is Controlled by, or is under common Control with the person, and any branch or representative offices thereof. Citibank’s Affiliates include Citibank, N.A. and Citigroup Technologies, Inc.
- (c) “**Available Balance**” means in relation to any designated Account maintained by You with Us, the aggregate balance amount of immediately available and freely transferable funds, credited to such Account.
- (d) “**Control**” means that an entity possesses directly or indirectly the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting shares, by contract or otherwise.
- (e) “**Data Protection Law**” means any and all applicable data protection and privacy laws and regulations relating to the processing of Personal Data, including any amendments or supplements to or replacements thereof.
- (f) “**Data Subject**” means a natural person who is identified, or who can be identified directly or indirectly, in particular by reference to an identifier such as, but not limited to, a name, an identification number or, if different, the meaning given to this term or nearest equivalent term under applicable Data Protection Law. For the purpose of these Terms, Data Subjects may be the Company’s or any of its Affiliate’s personnel, related parties, customers, suppliers or payment beneficiaries.
- (g) “**DuitNow**” means a service which allows customers to initiate and receive instant credit transfers using a recipient’s account number or DuitNow ID.
- (h) “**DuitNow ID**” means identifiers of an account holder such as a mobile number, identity card number, 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.
- (i) “**DuitNow Operator**” and “**NAD Operator**” means Payments Network Malaysia Sdn. Bhd. (Company No.: 836743-D).

- (j) **“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.
- (k) **“Indirect Losses or Damages”** means any special or punitive damages, or indirect, incidental, consequential loss or damage, or any loss of profits, goodwill, business opportunity, business revenue or anticipated savings.
- (l) **“Losses or Damages”** means any losses or damages (whether such losses or damages are direct, indirect, consequential or otherwise) liabilities, costs, claims, actions or proceedings of any kind whatsoever.
- (m) **“National Addressing Depository”** or **“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.
- (n) **“Payment Facilitator”** means a third party which facilitates payments, including without limitation, payment system infrastructure, communications, clearing and other payment service providers, and intermediary, agent and correspondent banks.
- (o) **“Personal Data”** means any information that can be used, directly or indirectly, alone or in combination with other information, to identify a Data Subject, and includes personal data as defined under Malaysia’s Data Protection Laws.
- (p) **“Representatives”** means a person’s officers, directors, employees, agents, representatives, professional advisers and Third Party Service Providers.
- (q) **“Third Party Service Provider”** means a third party selected by the receiving party or its Affiliate to provide services to or for the benefit of the receiving party, and who is not a Payment Facilitator. Examples of Third Party Service Providers include technology service providers, business process outsourcing service providers and call center service providers.
- (r) **“Your Personal Data”** means Personal Data relating to a Data Subject received by or on behalf of Citibank from You, Your Affiliates and their respective Representatives and other parties in the course of providing Accounts (as defined in the Terms) and Services (as defined in MAST, and includes the DuitNow service) to You.

2. Introduction

- (a) The 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 Account maintained with Us, to an Account maintained by Your recipient at a participating DuitNow participant via Pay to account number and Pay via DuitNow ID, or such other means as prescribed by Us or the DuitNow Operator from time to time.
- (b) By using the DuitNow service, You acknowledge that You accept the Terms.

3. DuitNow Service

- (a) If You wish to send funds via DuitNow, You must first initiate a payment by entering the recipient’s DuitNow ID in Our CitiDirect BE ®.
- (b) We will perform a ‘Look-up Request’ 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.

- (c) 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 and that the Available Balance in Your designated Account is sufficient for the purpose of the DuitNow transaction prior to confirming the DuitNow transaction.
- (d) We will notify You on the status of each successful, failed or rejected DuitNow transaction via any of Our available communication channels chosen by You.
- (e) 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 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.
- (f) Pursuant to Clause 3(d) 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.

4. Multiple Look-Up Requests

- (a) 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" or proceed with your DuitNow payment instruction upon [*insert number of times*] consecutive Look-Up Requests that are not followed with a confirmed DuitNow transaction.
- (b) 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 service, 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.

5. Recovery of Funds

- (a) You have rights in relation to the investigation and recovery of, erroneous payments and unauthorised (includes fraudulent) DuitNow transactions made from Your Account with Us and You may make a request for recovery of funds under these circumstances.
- (b) You acknowledge and agree that, any requests for recovery of funds where You made an erroneous DuitNow transaction or where You alleged that the DuitNow transaction was not authorised by You or was fraudulent will be processed by Citibank on a reasonable efforts basis and subject to the terms and conditions prescribed by the DuitNow Operator from time to time. You understand that You may not be able to recover the funds.

6. Liability and Indemnity

- (a) You acknowledge and agree that in addition to the exclusion of liability provisions in the MAST (including the CPDC) or Local Conditions, We and the DuitNow Operator shall also not be liable to you for any Losses or Damages in respect to any matter of whatsoever nature in connection with the DuitNow service offered by Us arising from:
 - (i) Your negligence, misconduct or breach of any of the Terms;
 - (ii) Any erroneous transfer of funds by You, including any transfer of funds to the wrong DuitNow ID, wrong recipient or wrong third party;

- (iii) Any failure, delay, error or non-transmission of funds due to system maintenance, breakdown or non-availability of any network, software or hardware of Citibank and the DuitNow Operator; or
 - (iv) The suspension, termination or discontinuance of the DuitNow service.
- (b) Neither We nor the DuitNow Operator shall have any liability to third parties for any Losses or Damages, regardless of whether the Losses or Damages was foreseeable, or We or the DuitNow Operator have been advised of the possibility of such Losses or Damages, or that such Losses or Damages was in Our, Your, the DuitNow Operator's or third party's contemplation.
- (c) Neither We nor the DuitNow Operator shall have any liability for any Indirect Losses or Damages, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether the Indirect Losses or Damages was foreseeable, or We or the DuitNow Operator have been advised of the possibility of such Indirect Losses or Damages, or that such Indirect Losses or Damages was in Your, Our or the DuitNow Operator's contemplation.
- (d) You shall indemnify, defend and hold Us, Our Affiliates, the DuitNow Operator and the DuitNow Operator's Affiliates 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 the Terms).

7. General

- (a) We reserve the right to revise at any time, such charges for the use of the DuitNow service, 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 service after such notification, You shall be deemed to have agreed to and accepted such revisions to such charges.
- (b) You acknowledge that We may terminate Your use of the DuitNow service with Us for any reason, at any time and without prior notice. Termination shall not prejudice or affect any right or action or remedy which has accrued or shall thereafter accrue in relation to us. The Terms which by their nature and content must survive termination (including, without limitation, provisions relating to confidentiality and data privacy, exclusion or limitation of liability, and indemnities provided to Us) shall survive termination.
- (c) You acknowledge that We have the right to change, restrict, vary, suspend or modify the Terms at any time from time to time with notice in such manner as We deem fit. Where you continue to access or use the DuitNow service after such notification, You shall be deemed to have agreed to and accepted the Terms as changed, restricted, varied, suspended or modified.
- (d) 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 service. This consent is in addition to, and not in substitution, of Your agreement to the Processing (as defined in the CDPC) of Customer Personal Data (as defined in the CDPC) as set out in the MAST (including the CDPC) and Local Conditions.
- (e) The Terms are governed by and 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.