

DuitNow QR Terms and Conditions

In these DuitNow QR Terms and Conditions (“Terms”), references to “You”, “Your” and “Yours” refers to the eligible Citibank Berhad customer who is utilising the DuitNow QR Service and has an account with Citibank Berhad and reference to “We”, “Our”, “Ours ” and “Us” refers to Citibank Berhad (Registration No. 199401011410 (297089-M)). By accessing and using the Duitnow QR Service, you agree to be bound by these terms and conditions.

Definitions

“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 or available credit limit in your Card Account.

“Account” means all types of deposit accounts offered by banks, except for fixed deposit accounts. This shall include, but is not limited to, savings accounts, current accounts, Mudharabah accounts and all line of credit accounts used by credit cards issued by Us.

“Business Day” means any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.

“Cards” refers to any credit card issued by Us.

“Dynamic QR” means a QR Code that is generated after the merchant or recipient keys-in the amount of the payment or credit transfer.

“Merchant” means businesses registered with the Companies Commission of Malaysia, sole proprietors and partnerships, government agencies, statutory bodies, societies, and other similar entities

“DuitNow QR” is a service which facilitates industry wide ubiquitous payments or credit transfer by scanning the QR Code which complies with DuitNow QR Standard.

“DuitNow QR Operator” means Payments Network Malaysia Sdn Bhd.

“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.

“Recipient” means an individual who receives of funds via the DuitNow QR service.

“Static QR” means a QR Code displayed which requires the individual to key-in the amount of the payment or credit transfer.

“QR Code” 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:
- (a) transfer an amount specified by You from Your designated bank account maintained with Us, to a Merchant or Recipient's Account via the Merchant or Recipient's QR Code; and/or
 - (b) make a payment as specified by you from your Card Account to a Merchant via the Merchant QR Code.
- 1.2. The DuitNow QR service offered by Us is part of the Electronic Banking Services, and accordingly these Terms are in addition to and shall be read in conjunction with the existing terms and conditions that govern the use of your accounts with Us and services made available by Us including our terms and conditions published in Citibank website on:
- Citibank Online User Agreement: <https://www.citibank.com.my/english/docs/global-disclaimer.htm?lid=MYENCBGGLFOTLTERMS&C>
 - Citibank Account Terms and Conditions: https://www.citibank.com.my/global_docs/pdf/Citibank_Account_TC.pdf
 - Citi Credit Cards Terms and Conditions: <https://www.citibank.com.my/cardstnc.pdf>

By Using the DuitNow QR service, You acknowledge that You accept these Terms and that these Terms are in addition to the existing terms and conditions that govern Your use of the account and services made available by Us to You.

- 1.3. DuitNow QR transactions made from your Card Account will not qualify for any earnings of Citi Rewards Points, Miles and/or Cash Back.

2. DuitNow QR Service

- 2.1. If You wish to make a payment/ transfer funds via DuitNow QR, You must first download and install Our mobile banking (Citi Mobile Banking) application on Your mobile device, enable the DuitNow QR feature and select an Account or Card Account to be used by Citibank Berhad for deduction of funds or charged to your Card Account (as the case may be) for payments made via DuitNow QR. Citibank Berhad mobile application 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 and that the Available Balance in Your designated account is sufficient for the purpose of the DuitNow QR transaction prior to confirming the transaction. The transaction amount keyed-in or displayed via the Merchant or Recipient's QR Code shall be deemed by Citibank Berhad to be correct upon Your confirmation of the transaction. Citibank Berhad is under no obligation whatsoever to verify that the amount paid by You matches with the Recipient's amount.

- 2.3. We will notify You on the status of each successful 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 or make the payment to such Merchant or Recipient even if such person is not the intended party.
- 2.5. Pursuant to Clause 2.3 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. Disputes and Recovery of Funds

- 3.1. For any disputes arising post DuitNow QR transaction (such as, disputes over the amount paid due to errors or mistakes by either the Merchant/Recipient and You), the settlement of such disputes shall be between the Merchant/Recipient and You. We will NOT revoke and/or reverse successful DuitNow QR transactions and shall not be held responsible for disputes arising from:
 - Non-recipient of any goods or services from the Merchant/Recipient;
 - the Merchant/Recipient is not contactable;
 - any wrongful or miscommunication by the Merchant/Recipient; and/or
 - any erroneous /wrong / fraudulent / unauthorized payment
- 3.2. You have rights in relation to the investigation and recovery of, erroneous payments and unauthorised (includes fraudulent) DuitNow transactions made from Your Account and You may make a request for recovery of funds under these circumstances.
- 3.3. Pursuant to clause 3.2 above, You acknowledge and agree that, any requests for recovery of funds where You made an erroneous DuitNow QR transaction or where You alleged that the DuitNow transaction was not authorised by You or was fraudulent will be subject to the recovery of funds conditions prescribed by DuitNow QR Operator from time to time. Please visit <https://www.citibank.com.my/english/citi-online/citi-online-payments-transfers.htm> for more information.
- 3.4. Specifically for Duitnow QR payments to merchants, You are required to raise any disputes regarding Your DuitNow QR payment to Us within sixty (60) calendar days from the date of transaction for Us to facilitate the dispute settlement between the Merchant and You and where satisfied by all parties, a recovery of funds for the disputed transaction made from Your account. We will not be responsible to facilitate any disputes arising after the period.

4. Liability and Indemnity

- 4.1. 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:
- Your negligence, misconduct or breach of any of these Terms;
 - Insufficient available funds in Your Account or insufficient credit limit in your Card Account for Us to process the DuitNow QR transaction;
 - You have exceeded Your daily transfer limit;
 - Any payment instruction given or purported to be given by You;
 - Any erroneous transfer of funds by You, including any transfer of funds to the wrong Merchant or Recipient or wrong third party;
 - 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 Berhad and the DuitNow QR Operator; or
 - The suspension, termination or discontinuance of the DuitNow QR Service.
- 4.2. To the fullest extent permitted by law, You will indemnify, defend and hold Us, Our affiliates, and the DuitNow QR Operator harmless from and against any claims, proceedings, actions, losses, damages, costs (including all legal costs and full 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).

5. General

- 5.1. We reserve the right to revise at any time, such charges for the use of the DuitNow QR Service, upon written notice to You. 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.
- 5.2. You acknowledge that We may terminate Your use of the DuitNow QR Service with Us for any reason, at any time and without prior notice.
- 5.3. You acknowledge that We have the right to change, restrict, vary, suspend or modify these Terms at any time from time to time with notice in such manner as We deem fit.
- 5.4. 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. Your consent and Our right to disclose information shall be in addition to, and without prejudice to any other future or existing consent(s) that may have been or will be given by You to Us and the rights accorded to You under the Personal Data Protection Act 2010 and any other applicable laws, regulations and directives in Malaysia.
- 5.5. These Terms are governed by and shall be construed in accordance with the laws of Malaysia.

