

## **DuitNow Terms and Conditions**

In these DuitNow Terms and Conditions (“Terms”), references to “You”, “Your” and “Yours” refers to the Citibank Berhad customer who is utilising the DuitNow service and has an account with Citibank and reference to “We”, “Our”, “Ours” and “Us” refers to Citibank Berhad (Company No. 297089-M).

### **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, credited to such account.

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

**“DuitNow”** means a service which allows customers to initiate and receive instant credit transfers using a recipient’s DuitNow ID or when available, using a recipient’s account number.

**“DuitNow ID”** means common identifiers of an account holder such as a mobile number, NRIC, 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 common identifiers as maybe introduced by the DuitNow Operator from time to time.

**“DuitNow Operator”** means Payments Network Malaysia Sdn. Bhd. (Company No.: 836743-D)

**“National Addressing Depository (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.

**“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.

### **1. Introduction**

1.1 These 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 bank account maintained with Us, to a bank account or e-money account maintained by Your recipient at a participating DuitNow participant Pay via DuitNow ID or when available, via Pay to account number or such other means as prescribed by Us or the DuitNow Operator from time to time.

The DuitNow 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 for Internet Banking and Citibank Account Terms and Conditions published in Citibank website <https://www.citibank.com.my/english/docs/global-disclaimer.htm?lid=MYENCBGGLFOTLTERMS&C> and [https://www.citibank.com.my/global\\_docs/pdf/Retail\\_Bank\\_Combined\\_Master\\_T\\_and\\_C-Final.pdf?lid=MYENCBLDPLNTLCitibankAccountTnCEDPI](https://www.citibank.com.my/global_docs/pdf/Retail_Bank_Combined_Master_T_and_C-Final.pdf?lid=MYENCBLDPLNTLCitibankAccountTnCEDPI) respectively.

- 1.2 **By using the DuitNow 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 accounts and services made available by Us to You.**

## **2. DuitNow Services**

- 2.1 If You wish to send funds via DuitNow, You must first initiate a payment by entering the recipient's DuitNow ID in Our electronic banking (Citibank Online) or mobile banking (Citi Mobile Banking) channel.
- 2.2 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.
- 2.3 You are responsible for the correct entry of the recipients 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.
- 2.4 We will notify You on the status of each successful DuitNow transaction via any of Our available communication channels chosen by You. In the event future dated and recurring DuitNow transaction is available, we will notify You on the status of each successful, failed or rejected future dated and recurring DuitNow transaction via any of Our available communication channels chosen by You.
- 2.5 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.
- 2.6 Pursuant to Clause 2.4 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.

## **3. Multiple Look-Up Requests**

- 3.1 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 detecting multiple times of consecutive Look-Up Requests (as determined by Us) in a day that are not followed with a confirmed DuitNow transaction.
- 3.2 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 services, 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.

## **4. Recovery of Funds**

- 4.1 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.

- 4.2 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 subject to the recovery of funds conditions prescribed by DuitNow Operator from time to time.

## **5. Liability and Indemnity**

- 5.1 You acknowledge and agree that, unless expressly prohibited by mandatory laws, We and the DuitNow 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 services offered by Us arising from:
- 5.1.1 Your negligence, misconduct or breach of any of these Terms;
  - 5.1.2 Any erroneous transfer of funds by You, including any transfer of funds to the wrong DuitNow ID, wrong recipient or wrong third party;
  - 5.1.3 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 Operator; or
  - 5.1.4 The suspension, termination or discontinuance of the DuitNow services.
- 5.2 You shall indemnify, defend and hold Us, Our affiliates, and 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 any fault, act or omission by You (including but not limited to Your negligence, misconduct or breach of any of these Terms).

## **6. General**

- 6.1 We reserve the right to revise at any time, such charges for the use of the DuitNow services, 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 services after such notification, You shall be deemed to have agreed to and accepted such revisions to such charges.
- 6.2 You acknowledge that We may terminate Your use of the DuitNow services with Us for any reason, at any time and without prior notice.
- 6.3 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.
- 6.4 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.
- 6.5 These Terms are governed by and shall be construed in accordance with the laws of Malaysia.