



## Supplementary Terms and Conditions No. 2:

### DuitNow DuitNow Transfer Terms and Conditions

The following DuitNow Transfer Terms and Conditions (“DuitNow Transfer Terms”) govern the Customer’s use of DuitNow (defined herein) as provided by Al Rajhi Banking & Investment Corporation (Malaysia) Bhd (Registration No. **200501036909** (719057-X)) (“Al Rajhi Bank”) and shall be read in conjunction with the applicable Al Rajhi Bank’s E-Banking channel terms and conditions.

#### Definitions

“Account”	means all types of deposit accounts held with Al Rajhi Bank, except for the Term Deposit-i Accounts, linked to any Al Rajhi Bank's E-Banking channel . This shall include, but is not limited to all types of savings accounts and current accounts. Accounts shall refer to one or more accounts as the context shall require.
“Business Day”	means any calendar day from Monday to Friday, except a public holiday in the Federal Territory of Kuala Lumpur.
“Common ID”	means unique identification of a Customer such as the Customer’s mobile number, NRIC, Army Number or Police Number (in the case of an individual), for non-Malaysians, Passport Number (in the case of a non-resident individual) or business or company registration number (in the case of a corporate customer) or any other common identifiers as may be introduced by the DuitNow Operator from time to time.
“Customer”	means an individual, individuals or a corporate customer whose name(s) the Account(s) is/are maintained with Al Rajhi Bank and to whom Al Rajhi Bank has agreed to provide E-Banking services and where applicable, the Customer’s successors in title or legal representatives.
“DuitNow Transfer”	means a service which allows Customers to initiate and receive instant credit transfers using a recipient’s account or DuitNow ID.
“DuitNow ID”	means the registered Common ID which is linked to a Customer’s Account with Al Rajhi Bank.
“DuitNow Operator”	means Payments Network Malaysia Sdn Bhd (Registration No.: 200801035403 [836743-D]).
“National Addressing Database” or “NAD”	means a central addressing depository established by the NAD Operator that links a bank or an e-money account to a recipient’s DuitNow ID and facilitates payment to be made to a recipient by reference to 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 contract details.
“Website”	means Al Rajhi Bank’s website at <a href="https://www.alrajhibank.com.my">https://www.alrajhibank.com.my</a>

#### 1. Introduction

- 1.1 The DuitNow Transfer service enables a Customer to make transfers from the Customer’s Account to a recipient’s account maintained with DuitNow participant bank / e-money issuer using an alternative identifier, such as DuitNow ID (or such other means as prescribed by Al Rajhi Bank or the DuitNow Operator from time to time) instead of account details.

Likewise for receiving DuitNow payment into Customer's Account, Customer must provide the sender / originator with a DuitNow ID that is linked to Customer's Account.

- 1.2 The DuitNow service offered is part of Al Rajhi Bank's E-Banking services and accordingly these DuitNow Transfer Terms are in addition to and shall be read in conjunction with the applicable Al Rajhi Bank's E-Banking channel terms and conditions.
- 1.3 Customer can only create a DuitNow ID in respect of an Account. Please refer to NAD Terms for further details.

## 2. DuitNow Transfer Services

- 2.1 If the Customer wishes to send funds via DuitNow Transfer, the Customer must first log in to the applicable Al Rajhi Bank's E-Banking channel and initiate a payment by entering the recipient's DuitNow ID.
- 2.2 Al Rajhi Bank will perform a 'Name Enquiry' to verify registration of the recipient's DuitNow ID in NAD and if the recipient is registered, Al Rajhi Bank will display the name of such registered DuitNow recipient.
- 2.3 The Customer is responsible for correct entry of the recipient's DuitNow ID and ensuring that the recipient's name displayed is the intended recipient of the funds prior to confirming the DuitNow Transfer transaction.
- 2.4 Al Rajhi Bank will notify the Customer on the status of each successful, failed or rejected DuitNow Transfer transaction via Short Messaging Service ("SMS") (for individual customers) or e-mail (for corporate) or any of Al Rajhi Bank's available communication channels.
- 2.5 Customer acknowledges and agrees that Al Rajhi Bank 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 Al Rajhi Bank 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 2.5 above, the Customer agrees that once a DuitNow Transfer transaction has been confirmed, it will be deemed irrevocable and the Customer will not be able to cancel, stop or perform any changes to that DuitNow Transfer transaction.

## 3. Multiple Name Enquiry Requests

- 3.1 Customer is advised not to submit multiple "Name Enquiry" without a confirmed DuitNow Transfer transaction.
- 3.2 Al Rajhi Bank may terminate or suspend the Customer's access to and use of the DuitNow Transfer service if Al Rajhi Bank have reasonable grounds to suspect that the DuitNow Transfer service has been fraudulently or inappropriately used, including performing multiple "Name Enquiry" without a confirmed DuitNow Transfer transaction.

## 4. Erroneous DuitNow Transfer Transaction

- 4.1 If the Customer has made an erroneous DuitNow Transfer transaction ("Erroneous Transaction"), the Customer may request for recovery of the funds within ten (10) Business Days from the date the erroneous transaction was made and Al Rajhi Bank will work with the affected recipient's bank / e-money issuer to return said funds to the Customer within seven (7) Business Days provided the following conditions are met:
  - 4.1.1 The funds were actually wrongly credited into the affected recipient's account;
  - 4.1.2 If funds have been wrongly credited, whether the balance in the affected recipient's account is sufficient to cover the funds recovery amount;
    - 4.1.2.1 If the balance is sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and

4.1.2.2 If the balance is not sufficient to cover the recovery amount, the erroneously credited funds may not be fully recoverable and the recipient's bank may partially remit the recoverable fund back to the Customer.

4.2 If the Customer has made an erroneous transaction and the request for recovery of funds is received by Al Rajhi Bank between eleven (11) Business Days and seven (7) months from the date the erroneous transaction was made, Al Rajhi Bank will work with the affected recipient's bank to return the said funds to the Customer within fifteen (15) Business Days provided the following conditions are met:

4.2.1 The affected receiving participant is fully satisfied that funds were erroneously credited to the affected recipient;

4.2.2 The affected recipient's bank receiving participant shall deliver notification to the affected recipient in writing regarding the funds recovery request whereby the erroneously credited funds would be recovered through debiting the affected recipient's account within ten (10) Business Days of the notifications unless the affected recipient provides reasonable evidences that the affected recipient is entitled to the funds in question. After fifteen (15) Business Day, if the affected recipient fails to establish their entitlement to the funds, the affected recipient's bank / e-money issuer shall debit the affected recipient's account and Al Rajhi Bank will remit the funds back to the Customer.

4.3 If the Customer has made an erroneous transaction and the request for recovery of funds is received by Al Rajhi Bank after seven (7) months from the date the erroneous transaction was made, Al Rajhi Bank will work with the affected receiving participant to return the said funds, provided the following conditions are met:

4.3.1 The affected recipient's bank / e-money issuer is fully satisfied that funds were erroneously credited to the affected recipient;

4.3.2 The affected recipient's bank / e-money issuer shall obtain from the affected recipient the decision whether to grant consent within ten (10) Business Days; and

4.3.3 Once consent is obtained, the affected recipient's bank / e-money issuer shall debit the affected recipient's account and Al Rajhi Bank will remit the funds back to the Customer within one (1) Business Day thereafter.

## **5. Unauthorised or Fraudulent DuitNow Transfer Transaction**

5.1 For DuitNow Transfer transactions which were not authorised by the Customer or which are fraudulent, Al Rajhi Bank will, upon receiving an official Malaysian Police report from the Customer alleging that an unauthorised or fraudulent DuitNow Transfer transaction was made, remit the funds back to the Customer provided the following conditions are met:

5.1.1 Al Rajhi Bank shall conduct an investigation and determine within fourteen (14) calendar days, if the unauthorised or fraudulent payment did occur;

5.1.2 If Al Rajhi Bank is satisfied that the unauthorised or fraudulent payment instruction did indeed occur and was not caused by the Customer, Al Rajhi Bank shall initiate a reversal process whereby all debit posted to Customer's account arising from the unauthorised or fraudulent payment instruction would be reversed.

## **6. Liability and Indemnity**

6.1 The Customer acknowledges and agrees that, unless expressly prohibited by mandatory laws, Al Rajhi Bank and the DuitNow Operator shall not 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 Transfer service offered by Al Rajhi Bank arising from:

6.1.1 The Customer's negligence, misconduct or breach of any of these DuitNow Transfer Terms;

- 6.1.2 Any erroneous transfer of funds by the Customer, including any transfer of funds to the wrong DuitNow ID, wrong recipient or wrong third party;
- 6.1.3 Any failure, delay, error or non-transmission of funds due to system maintenance, breakdown or non-availability of any network, software or hardware of Al Rajhi Bank and the DuitNow Operator;  
or
- 6.1.4 The suspension, termination or discontinuance of the DuitNow Transfer service.
- 6.2 The Customer shall indemnify, defend and hold Al Rajhi Bank, Al Rajhi Bank's 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 the Customer (including but not limited to the Customer's negligence, misconduct or breach of any of these DuitNow Terms).

## 7. General

- 7.1 The Customer acknowledges that Al Rajhi Bank has the right to change, restrict, vary, suspend or modify these DuitNow Transfer Terms, and charges for the use of the DuitNow Transfer service at any time, **with thirty (30) days prior notice** to the Customer by way of posting on Al Rajhi Bank's Website or in any manner deemed suitable by Al Rajhi Bank. Such revisions shall take effect from the date stated in the notice. Where the Customer continues to access or use the DuitNow Transfer service after such notification, the Customer shall be deemed to have agreed to and accepted such revisions as aforementioned. Should the Customer disagree with the new change(s) to the DuitNow Transfer services, Customer may opt not to use the service or close the Account before the change happens.
- 7.2 The Customer acknowledges that Al Rajhi Bank may terminate the Customer's use of the DuitNow Transfer service with Al Rajhi Bank for any reason, at any time.
- 7.3 The Customer consents to the collection, use and disclosure of Customer's Personal Data by Al Rajhi Bank, Al Rajhi Bank's affiliates, Al Rajhi Bank's service providers and the DuitNow Operator as required for the purposes of the DuitNow Transfer service.
- 7.4 If there is any inconsistency between these DuitNow Transfer Terms and the applicable Al Rajhi Bank's E-Banking channel terms and conditions, these DuitNow Transfer Terms shall prevail to the extent that it relates to the use of DuitNow Transfer service.
- 7.5 The Customer must not use the DuitNow Transfer service for any non-Shariah compliance purpose.
- 7.6 For all intent and purposes, this DuitNow Transfer Terms is intended to be Shariah compliant document in accordance with the relevant Shariah principles. Each Party has independently made its own assessment as to the Shariah compliance of this DuitNow Transfer Terms. The Parties confirm that they do not have any objection as to the Shariah compliance of this DuitNow Terms and they irrevocably and unconditionally agree that they will not raise any claim, objection as to matters of Shariah Compliance in respect of or otherwise in relation to any of the provisions of this DuitNow Transfer Terms.
- 7.7 These DuitNow Transfer Terms shall be construed in accordance with the laws of Malaysia and Customer agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.

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