



Supplementary Terms and Conditions No. 4:

DuitNow QR Terms and Conditions

The following DuitNow QR Terms and Conditions (“DuitNow QR Terms”) govern the Customer’s use of DuitNow QR (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 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 or bank holiday in Kuala Lumpur.
“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 QR” or “DuitNow QR Service”	means a service which facilitates industry wide ubiquitous payments or credit transfer by scanning the QR Code which complies with DuitNow National QR Standard.
“DuitNow QR Operator”	means Payments Network Malaysia Sdn Bhd (Registration No.: 200801035403 [836743-D]).
“Dynamic QR”	means a QR Code that is generated on-demand and usually has an expiry. Dynamic QR generally requires the Merchant or Recipient to key-in the amount of the payment or credit transfer.
“E-Money”	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.
“Merchant”	means individuals, businesses including sole proprietors, partnerships and companies registered with the Companies Commission of Malaysia, government agencies, statutory bodies, societies, and other similar legal entities.
“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.
“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.
“Recipient”	means an individual who receives funds via the DuitNow QR service.

“Static QR”	means a QR Code that is pre-generated for display and usually has no expiry. Static QR generally requires the individual to key-in the amount of the payment or credit transfer.
“Virtual Account”	means account that can be used only for online based transactions, specific for a purpose provided by banks to the account holder.
“Website”	means Al Rajhi Bank’s website at https://www.alrajhibank.com.my and www.rize.com.my

1. Introduction

- 1.1 These DuitNow QR Terms apply to and regulate Customer uses of the DuitNow QR service offered by Al Rajhi Bank. The DuitNow QR service allows Customer to transfer funds from Customer’s designated Al Rajhi Bank Account to a Merchant or Recipient’s Account by scanning the Merchant or Recipient’s QR Code. This service also allows Customer to transfer funds to the Merchant by generating the QR Code to be scanned by the Merchant.
- 1.2 The DuitNow QR service offered is part of Al Rajhi Bank’s E-Banking services and accordingly these DuitNow QR Terms is in addition to and shall be read in conjunction with the applicable Al Rajhi Bank’s E-Banking channel terms and conditions.

2. DuitNow QR Service

- 2.1 If Customer wishes to transfer funds via DuitNow QR, Customer must first download and install the applicable Al Rajhi Bank E-Banking mobile application (“Al Rajhi E-Banking App”) on the Customer’s mobile device and select an Account to be used by Al Rajhi Bank for deduction of funds for payments made via DuitNow QR. Customer to either perform a push payment by scanning a Static QR Code or a Dynamic QR Code displayed by the Merchant or Recipient, or perform a pull payment by generating a Dynamic QR Code on a mobile device.
- 2.2 The Customer is responsible for ensuring that the transaction amount keyed-in or displayed on Customer’s Al Rajhi E-Banking App screen is correct prior to confirming the transaction. The transaction amount keyed-in or displayed via the Merchant or Recipient’s QR Code shall be deemed by Al Rajhi Bank to be correct upon Customer’s confirmation of the transaction. Al Rajhi Bank is under no obligation whatsoever to verify that the amount paid by Customer matches with the Merchant or Recipient’s amount.
- 2.3 Al Rajhi Bank will notify the Customer on the status of each successful, failed or rejected DuitNow QR transaction via any of the electronic notification / alerts provided by Al Rajhi Bank Malaysia to Customers, via SMS or email address available from time to time at Al Rajhi Bank’s discretion. The SMS will be sent to the Customer’s mobile number that has been pre-registered with Al Rajhi Bank. If Customer also require a notification to be sent to Customer’s email address, Customer should update Customer’s own profile with Customer’s selected email address.
- 2.4 The 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 Merchant or Recipient is the intended party to receive the funds, and Al Rajhi Bank shall not be liable for transferring the funds to such Merchant or Recipient even if such person is not the intended party.
- 2.5 Pursuant to Clause 2.4 above, Customer agrees that once a DuitNow QR transaction is confirmed, it will be deemed irrevocable and Customer will not be able to cancel, stop or perform any changes to that DuitNow QR transaction.

3. Recovery of Funds

- 3.1 The Customer has rights in relation to the investigation and recovery of mistaken or erroneous payments and unauthorised or fraudulent transactions made from the Customer’s Account via DuitNow QR Service.

4. Erroneous or Mistaken DuitNow QR Transaction

- 4.1 If the Customer has made an erroneous or mistaken transaction via DuitNow QR (“Erroneous Transaction”), the Customer may lodge a request for recovery of funds within ten (10) Business Days from the date the erroneous transaction was made by calling **Al Rajhi Bank’s Customer Care Officer at telephone number +603 2332 6000**, and Al Rajhi Bank will work with the affected Merchant or 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 It is determined by Al Rajhi Bank that the funds were actually wrongly credited into the affected Merchant or Recipient’s account; and
 - 4.1.2 If funds have been wrongly credited, whether the balance in the affected Merchant’s or Recipient’s account balance is sufficient to cover the recovery amount;
 - 4.1.2.1 If the balance is sufficient to cover the recovery amount, the erroneously credited funds may be recoverable in full; 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. The Merchant or Recipient’s bank/e-money issuer may remit partially or any amount recoverable that are available in the Merchant or Recipient’s bank/e-money issuer back to the Customer. However, any shortfall due to insufficient funds available to be recovered from the Merchant or Recipient’s bank/e-money issuer until it is classified as ‘Unrecoverable Loss’, Al Rajhi Bank shall not be responsible to recover/reimburse/refund such shortfall 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 provided the following conditions are met;
- 4.2.1 The affected Merchant or Recipient’s bank/e-money issuer is fully satisfied that funds were erroneously credited to the affected Merchant or Recipient;
 - 4.2.2 The affected Merchant or Recipient’s bank/e-money issuer shall deliver notification to the affected Merchant or Recipient in writing regarding the funds recovery request whereby the erroneously credited funds would be recovered through debiting the affected Merchant or Recipient’s account within ten (10) Business Days of the notifications unless the affected Merchant or Recipient provides reasonable evidences that the affected Merchant or Recipient is entitled to the funds in question. After fifteen (15) Business Day, if the affected Merchant or Recipient fails to establish their entitlement to the funds, the affected Merchant or Recipient’s bank/e-money issuer shall debit the affected Merchant or 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 Merchant or Recipient’s bank/e-money issuer to return the said funds, provided the following conditions are met:
- 4.3.1 The affected Merchant or Recipient’s bank/e-money issuer is fully satisfied that funds were erroneously credited to the affected Merchant or Recipient; and
 - 4.3.2 The affected Merchant or Recipient’s bank/e-money issuer shall obtain from the affected Merchant or Recipient the decision whether to grant consent within ten (10) Business Days from the date the affected Merchant or Recipient’s bank/e-money issuer delivers the notification to the affected Merchant or Recipient in writing regarding the funds recovery request; and
 - 4.3.3 Once consent is obtained, the affected Merchant or Recipient’s bank/e-money issuer shall debit the affected Merchant or 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 QR Transaction

- 5.1 For DuitNow QR 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 transaction via DuitNow QR Service has been 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 from the date Al Rajhi Bank is in receipt of such report, if the unauthorised or fraudulent payment did occur; and
- 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 QR 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 QR Service offered by Al Rajhi Bank arising from:
- 6.1.1 The Customer's negligence, misconduct or breach of any of these DuitNow QR Terms;
- 6.1.2 Insufficient funds in the Customer's Account for processing of the transaction via DuitNow QR Service;
- 6.1.3 The Customer has exceeding daily transfer limit for DuitNow QR Service;
- 6.1.4 Any payment instruction given or purported to be given by the Customer;
- 6.1.5 Any erroneous transfer of funds by the Customer, including any transfer of funds to the wrong Merchant or Recipient or wrong third party;
- 6.1.6 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 QR Operator; or
- 6.1.7 The suspension, termination or discontinuance of the DuitNow QR Service.
- 6.2 The Customer shall indemnify, defend and hold Al Rajhi Bank, Al Rajhi Bank's affiliates, and the DuitNow QR 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 QR Terms).

7. General

- 7.1 The Customer acknowledges that Al Rajhi Bank has the right to change, restrict, vary, suspend or modify these DuitNow QR Terms, and charges for the use of the DuitNow QR 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 thirty (30) days from the date stated in the notice. Where the Customer continues to access or use the DuitNow QR 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 services, Customer may opt to end 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 QR Service with Al Rajhi Bank for any reason, at any time with prior notice to the Customer.

- 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 QR Operator as required for the purposes of the DuitNow QR Service.
- 7.4 If there is any inconsistency between these DuitNow QR Terms and the applicable Al Rajhi Bank's E-Banking channel terms and conditions, these DuitNow QR Terms shall prevail to the extent that it relates to the use of DuitNow QR Service.
- 7.5 The Customer must not use the DuitNow QR Service for any non-Shariah compliance purposes.
- 7.6 For all intent and purposes, this DuitNow QR 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 QR Terms. The Parties confirm that they do not have any objection as to the Shariah compliance of this DuitNow QR 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 QR Terms.
- 7.7 These DuitNow QR 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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