

DUITNOW SERVICE TERMS (PAYER)

Malaysia – J.P. Morgan Chase Bank Berhad

These DuitNow service terms ("**Service Terms**") apply to and regulate the Customer's use of the relevant DuitNow services offered by the Bank, and each DuitNow service is to be treated as a "Service". By providing information or documents to the Bank in relation to the relevant DuitNow service, or accepting the relevant DuitNow service or otherwise dealing with the Bank in relation to the relevant DuitNow service, the Customer will be taken to have agreed to be bound by the applicable terms and conditions in these Service Terms. The Bank's general terms and conditions governing the operation of the Account(s) and Services of the Customer as well as the country-specific addendum for the jurisdiction in which the Account(s) are held, as amended from time to time ("**Account Terms**"), are incorporated by reference into these Service Terms, including the indemnity and limitation of liability provisions. If and to the extent that there is a conflict between the Account Terms and the provisions of these Service Terms, the provisions of these Service Terms shall prevail. Capitalized terms used but not herein defined shall have the meaning ascribed to them in the Account Terms. In the event that any term, condition or provision in these Service Terms is invalid, unlawful or unenforceable, the remaining terms, conditions and provisions in these Service Terms shall continue to be valid, lawful and enforceable. These Service Terms shall be governed by and construed in accordance with the laws of Malaysia.

A. THE FOLLOWING SERVICE TERMS SHALL APPLY TO THE DUITNOW SERVICES OFFERED BY THE BANK

- As used in these Service Terms applicable to the DuitNow services offered by the Bank ("**Service Terms**" for the purposes of this Section A), the following terms shall have the meaning ascribed hereto:
 - "**Account**" as defined in the Account Terms.
 - "**Authorized Person**" as defined in the Account Terms.
 - "**Bank**" as defined in the Account Terms, which term includes J.P. Morgan Chase Bank Berhad.
 - "**Beneficiary's Name Enquiry**" as defined in clause 7 below.
 - "**Business Day**" means any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.
 - "**Customer**" as defined in the Account Terms.
 - "**DuitNow**" means a service in Malaysia which allows customers to initiate and receive instant funds transfers using a beneficiary's account number or DuitNow ID.
 - "**DuitNow ID**" means any identifier of an account holder as may be accepted by the DuitNow Operator from time to time.
 - "**DuitNow Operator**" means Payments Network Malaysia Sdn. Bhd. (Company No.: 200801035403, formerly 836743-D) or any other person which takes over the operation of DuitNow.
 - "**DuitNow Participant**" means any bank or e-money issuer that is a member of DuitNow.
 - "**DuitNow Rules**" as defined in clause 4 below.
 - "**Grace Period**" as defined in clause 12(b) below.
 - "**Instructions**" as defined in the Account Terms.
 - "**National Addressing Database**" means a central addressing depository established by the DuitNow Operator that: (a) links a bank account or an e-money account to a beneficiary's DuitNow ID; and (b) facilitates a payment to be made to a beneficiary by referencing the beneficiary's DuitNow ID.
 - "**Personal Data**" as defined in the applicable contractual consent between the Bank and the Customer.
 - "**Service Terms**" as defined in clause 1 above.
 - "**Service**" as defined in the Account Terms.
- The DuitNow service allows the Customer to transfer funds from the Customer's Account to any bank account or e-money account maintained by the beneficiary at any DuitNow Participant by identifying the beneficiary's account number and/or DuitNow ID, or such other identifier as may be prescribed by the Bank from time to time.
- The Customer agrees and acknowledges that the DuitNow service is subject to the rules, guidelines and procedures imposed by the DuitNow Operator from time to time ("**DuitNow Rules**").
- The Customer may issue DuitNow funds transfer Instructions by providing the beneficiary's DuitNow ID to the Bank by any means acceptable to the Bank. The Bank will then verify the registration of the beneficiary's DuitNow ID provided by the Customer in the National Addressing Database; and in case of a valid registration, the Bank will make the beneficiary's name visible to the Customer either after (in any Account Statement) or before any DuitNow funds transfer Instruction is processed and transmitted, at the Bank's discretion.
- If the Bank decides to make the beneficiary's name visible to the Customer before any DuitNow funds transfer Instruction is processed and transmitted ("**Beneficiary's Name Enquiry**"), the Customer will be responsible for ensuring that, prior to confirming the respective Instruction, such beneficiary's name matches the intended beneficiary of the DuitNow funds transfer Instruction.
- The Bank will notify the Customer on the status of any DuitNow funds transfer Instruction (whether successful, failed or rejected) within such time and in the manner as may be agreed by the Bank and the Customer from time to time.
- The Bank will not be required to verify that any name registered in the National Addressing Database matches the intended beneficiary of any DuitNow funds transfer Instruction.
- Any DuitNow funds transfer Instruction that has been confirmed by the Customer in accordance with clause 7 above will be deemed irrevocable and the Customer will not be able to cancel, stop or perform any changes to such Instruction.
- As may be advised by the Bank to the Customer from time to time, the Customer will only be able to make a limited number of Beneficiary's Name Enquiries before actually confirming a DuitNow funds transfer Instruction, and in case of any breach or any inappropriate, fraudulent or suspicious use by the Customer (in the Bank's opinion), the Bank may suspend or discontinue the Customer's use of the DuitNow service without further notice.

10. In case of any errors in the DuitNow funds transfer Instruction issued and/or confirmed by the Customer, the Customer may request the Bank:
 - (a) Within ten (10) Business Days from the date of the erroneous Instruction, to recover the funds transferred in error and the Bank will liaise with the respective beneficiary's DuitNow Participant to attempt to return such funds to the Customer within seven (7) Business Days subject to the following: (i) the funds were erroneously credited into the respective beneficiary's account; and (ii) the balance in the respective beneficiary's account is sufficient to cover the funds erroneously transferred, and in case of any shortfall, the beneficiary's DuitNow Participant will only be able to make a partial return of the funds back to the Customer.
 - (b) After eleven (11) Business Days and up to seven (7) months from the date of the erroneous Instruction, to recover the funds transferred in error subject to the following: (i) the beneficiary's DuitNow Participant is fully satisfied that the funds were erroneously credited into the beneficiary's account; and (ii) the beneficiary's DuitNow Participant delivers a notice in writing to the beneficiary stating that the funds erroneously credited would be debited from the beneficiary's account within ten (10) Business Days of the notice ("**Grace Period**") unless the beneficiary provides reasonable evidence that it is entitled to the funds in question, and if after five (5) Business Days from the expiration of the Grace Period (i.e., fifteen (15) Business Days from the delivery of the notice) the beneficiary fails to establish its entitlement to the funds, the beneficiary's DuitNow Participant will debit the beneficiary's account and return the funds back to the Customer, but in case the balance in the respective beneficiary's account is not sufficient to cover the funds erroneously transferred, the beneficiary's DuitNow Participant will only be able to make a partial return.
 - (c) After seven (7) months from the date of the erroneous Instruction, to recover the funds transferred in error subject to the following: (i) the beneficiary's DuitNow Participant is fully satisfied that the funds were erroneously credited into the beneficiary's account; and (ii) the beneficiary's DuitNow Participant obtains the beneficiary's consent within ten (10) Business Days, then debits the beneficiary's account and returns the funds back to the Customer within one (1) Business Day.
11. If the Customer sends a notice in writing to the Bank alleging that a DuitNow funds transfer is fraudulent or unauthorized by the Customer, the Bank: (a) will conduct an investigation and determine within fourteen (14) calendar days if such transfer actually occurred (and was not caused by the Customer); and then (b) will return the respective funds (including any related debit entries) to the Customer.
12. Without prejudice to any limitation of liability under the Account Terms, neither the Bank nor the DuitNow Operator will 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 service arising from: (a) the Customer's negligence, misconduct or breach of any of these Service Terms; (b) any errors in the DuitNow funds transfer Instruction issued and/or confirmed by the Customer, including any erroneous DuitNow ID or beneficiary; (c) any failure, delay, error or non-transmission of funds due to system maintenance, breakdown or non-availability of any network, software or hardware of the Bank and the DuitNow Operator; or (d) the suspension, termination or discontinuance of the Customer's use of the DuitNow service.
13. Without prejudice to any indemnity under the Account Terms, the Customer will indemnify, defend and hold the Bank, its agents, employees, officers and directors as well as 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: (a) any fault, act or omission by the Customer (including but not limited to the Customer's negligence, misconduct or breach of any of these Service Terms); and/or (b) any indemnity or undertaking given by the Bank to the DuitNow Operator and/or any DuitNow Participant in connection with the DuitNow services. This indemnity obligation will survive the termination of these Service Terms.
14. These Service Terms supersede and replace any other previous version then in effect.
15. These Service Terms may be amended or supplemented by the Bank upon notice to the Customer and the amended or supplemented Service Terms may be made available by the Bank to the Customer via electronic means (including by publishing on a Bank website); provided that any amendments or supplements that are required by law, regulation or the DuitNow Rules may be implemented immediately or as required by law, regulation or the DuitNow Rules. All amendments must be in writing. Notice of amended or supplemented Service Terms is deemed given, and all amendments are deemed effective, upon publication of the amended and supplemented Service Terms on a Bank website.
16. The Bank reserves the right to revise at any time any charges for the use of the DuitNow service, upon notice to the Customer, and such revisions will take effect from the date stated in the notice. Where the Customer continues to use the DuitNow service after such notification, the Customer will be deemed to have agreed to and accepted such revisions to the charges.
17. The Bank may terminate the Customer's use of the DuitNow service for any reason, at any time and without prior notice.
18. Without prejudice to any contractual consent provided to the Bank by the Customer, the Customer consents to the collection, store, processing, use and disclosure of any of the Customer's Personal Data by the Bank, its agents and the DuitNow Operator as required for the purposes of the DuitNow service. In addition, the Customer authorizes the Bank to disclose any information with respect to any Account, any banking transaction, these Service Terms and the Customer itself, including the Customer's confidential information, to the DuitNow Operator, Bank Negara Malaysia and any relevant third parties, including any of their respective agents, as may be appropriate for the purposes of the DuitNow service. This authorization will survive the termination of these Service Terms.

B. THE FOLLOWING SERVICE TERMS SHALL APPLY TO THE DUITNOW ONLINE BANKING/WALLETS SERVICES OFFERED BY THE BANK

1. Definitions

For the purposes of these Service Terms applicable to the DuitNow Online Banking/Wallets service (“**Service Terms**” for the purposes of this Section B) offered by the Bank, the following definitions shall apply:

“Account” shall have the meaning ascribed to it under the Account Terms.

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

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

“**Merchant’s Account**” means, in respect of a Merchant, an e-money account offered by issuers of e-money and all types of banking accounts offered by banks, except for fixed deposit accounts. This shall include, but is not limited to, all types of conventional and/or Islamic deposit accounts, current accounts, virtual internet accounts, Islamic investment accounts. Additionally means all line of credit accounts tied to payment cards where transaction is made.

“**DuitNow Online Banking/Wallets**” means a real time online payment service which enables Payers (either individual or corporate) to make secure online payments using their Mobile/Internet Banking account to Merchants.

“**DuitNow Online Banking/Wallets Owner and Operator**” means Payments Network Malaysia Sdn Bhd. (Company No.: 200801035403 [836743-DJ]).

“**Recipient**” means individual or government agencies, statutory bodies, companies, body corporates, businesses, (including sole proprietors and partnerships) societies, charities and other entities who receives funds via DuitNow Online Banking/Wallets service.

2. Introduction

2.1 The DuitNow Online Banking/Wallets service allows the Customer to initiate payment instruction from the Customer’s designated Account to a Merchant.

3. DuitNow Online Banking/Wallets Service

3.1 If the Customer wishes to initiate a payment instruction via DuitNow Online Banking/Wallets, at the Merchant web and/or mobile device, the Customer is to select an Account to be used by the Bank for deduction of funds for payments made via DuitNow Online Banking/Wallets. A mobile application (where applicable) also enables the Customer to initiate payment instruction at the Merchant web or on a mobile device

3.2 The Customer is responsible for ensuring that the transaction amount displayed on the Customer mobile application screen is correct prior to confirming the transaction. The transaction amount displayed via the Merchant shall be deemed by the Bank to be correct upon confirmation by the Customer of the transaction. The Bank is under no obligation whatsoever to verify that the amount paid by the Customer matches with the Merchant’s amount.

3.3 The Bank will notify the Customer on the status of each successful, failed or rejected DuitNow Online Banking/Wallets transaction via any of the Bank’s available communication channels chosen by the Customer.

3.4 The Customer acknowledges and agrees the 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 is the intended party to receive the funds, and the Bank shall not be liable for transferring the funds to such Merchant or Recipient even if such person is not the intended party.

3.5 Pursuant to Clause 4.4 above, the Customer agrees that once a DuitNow Online Banking/Wallets transaction is confirmed, it will be deemed irrevocable and the Customer will not be able to cancel, stop or perform any changes to that DuitNow Online Banking/Wallets transaction.

4. Recovery of Funds

4.1 The Customer has rights in relation to the investigation and recovery of erroneous or mistaken DuitNow Online Banking/Wallets transactions as stated in **Clause 6** and unauthorised or fraudulent DuitNow Online Banking/Wallets transactions as stated in **Clause 7** made from the Customer’s Account.

5. Erroneous/Mistaken DuitNow Online Banking/Wallets Transaction

5.1 If the Customer made an erroneous DuitNow Online Banking/Wallets 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 the Bank will work with the affected Merchant’s bank to return the said funds to the Customer within seven (7) Business Days provided the following conditions are met:

5.1.1 The funds were actually wrongly credited into the affected Merchant’s Account;

5.1.2 If funds have been wrongly credited, whether the balances in the affected Merchant’s Account is sufficient to cover the funds recovery amount;

5.1.2.1 If the balances are sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and

5.1.2.2 If the balances are not sufficient to cover the recovery amount, the erroneously credited funds may not be fully recoverable.

5.2 Request for recovery of funds between eleven (11) Business Days and seven (7) months from the date the Erroneous Transaction was made:

5.2.1 The affected Merchant's bank is fully satisfied that funds were erroneously credited to the affected Merchant; and

5.2.2 Deliver notifications to the affected Merchants in writing regarding the funds recovery requests whereby the erroneously credited funds would be recovered through debiting the affected Merchants' Account within ten (10) Business Days of the notifications unless the affected Merchant provides reasonable evidences that the affected Merchant is entitled to the funds in question. After fifteen (15) Business Days, if the affected Merchant fails to establish their entitlement to the funds, the affected Merchant's bank shall debit the affected Merchants' Account and remit the funds back to the Customer.

5.3 Requests to recover funds after (7) months from the date of the Erroneous Transaction:

5.3.1 The affected Merchant's bank is fully satisfied that funds were erroneously credited to the affected Recipient;

5.3.2 The affected Merchant's bank shall obtain from the affected Merchant the decision whether to grant consent within ten (10) Business Days; and

5.3.3 Once consent is obtained, the affected Merchant's bank shall debit the Merchant's Account and remit the funds back to the Customer within one (1) Business Day.

6 Unauthorised or Fraudulent DuitNow Online Banking/Wallets Transaction

6.1 For DuitNow Online Banking/Wallets transactions which were not authorised by the Customer or which are fraudulent, the Bank will, upon receiving a report from the Customer alleging that an unauthorised or fraudulent DuitNow Online Banking/Wallets transaction was made, remit the funds back to the Customer provided the following conditions are met:

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

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

7 Liability and Indemnity

7.1 Without prejudice to the Account Terms, the Customer acknowledges and agrees that, unless expressly prohibited by mandatory laws, the Bank and the DuitNow Online Banking/Wallets Owner and 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 Online Banking/Wallets service offered by the Bank arising from:

7.1.1 The Customer's negligence, misconduct or breach of any of these Service Terms;

7.1.2 Insufficient funds in the Customer's Account for the Bank to process the DuitNow Online Banking/Wallets transaction;

7.1.3 The Customer has exceeded its daily transfer limit;

7.1.4 Any payment instruction given or purported to be given by the Customer;

7.1.5 Any erroneous transfer of funds by the Customer, including any transfer of funds to the wrong Merchant or wrong third party; or

7.1.6 The suspension, termination or discontinuance of the DuitNow Online Banking/Wallets Service.

7.2 Without prejudice to the Account Terms, the Customer shall indemnify the Bank, its affiliates, and the DuitNow Online Banking/Wallets Owner and Operator against any loss or damage suffered due to any claim, demand or actions brought against the Bank and the DuitNow Online Banking/Wallets Owner and Operator resulting from any negligent and/or fraudulent act to these Service Terms by the Customer.

8 General

8.1 The Bank reserves the right to revise at any time, such charges for the use of the DuitNow Online Banking/Wallets Service, by providing the Customer with thirty (30) days written notice. Such revisions shall take effect from the date stated in the notice. Where the Customer continues to access or use the DuitNow Online Banking/Wallets service after such notification, the Customer shall be deemed to have agreed to and accepted such revisions to such charges.

8.2 The Customer acknowledges that the Bank may terminate the Customer's use of the DuitNow Online Banking/Wallets Service with the Bank for any reason, with prior notice.

8.3 The Customer acknowledges that the Bank has the right to change, restrict, vary, suspend or modify these Service Terms by providing the Customer with thirty (30) days' notice in such manner as the Bank deems fit.

8.4 The Customer consents to the collection, store, processing, use and disclosure of its personal data (including contact details) by the Bank, its affiliates and service providers and the DuitNow Online Banking/Wallets Owner and Operator as required for the purposes of the DuitNow Online Banking/Wallets Service.

C. THE FOLLOWING SERVICE TERMS SHALL APPLY TO DUITNOW CONSENT SERVICES OFFERED BY THE BANK

1. Definitions

For the purposes of these Service Terms applicable to the DuitNow Consent service (“**Service Terms**” for the purposes of this Section C) offered by the Bank, the following definitions shall apply:

“**Account**” shall have the meaning ascribed to it under the Account Terms.

“**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 Payers to initiate and receive instant credit transfers using a recipient’s account number or DuitNow ID.

“**DuitNow ID**” means an identifier 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 Payer) or any other identifiers as may be introduced by the DuitNow Operator from time to time.

“**DuitNow Consent Request**” means a service which allows Payers or merchant to initiate consent request registration or maintenance using Payer’s DuitNow ID.

“**DuitNow Operator**” means Payments Network Malaysia Sdn. Bhd. (Company No.: 200801035403 [836743-D]).

“**National Addressing Database (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.

“**Payer**” means individuals, companies, body corporates, businesses (including sole proprietors and partnerships), government agencies, statutory bodies, societies who transfers funds via DuitNow Consent service.

“**Personal Data**” means any information in respect of commercial transactions that relate directly or indirectly to a Payer, who is identified or identifiable from that information which includes, but not limited to, the Payer’s name, address, identification card number, passport number, banking information, email address and contact details.

2. Introduction

- 2.1 The DuitNow Consent service allows the Customer to get its consent registered or get its consent registered via merchant from the Customer’s designated Account maintained with the Bank, to a bank or e-money account maintained by the recipient at a participating DuitNow Consent participant, or such other means as prescribed by the Bank or the DuitNow Operator from time to time.

3. DuitNow Consent Registration Request Service

- 3.1. The Bank will notify the Customer on the status of each successful, failed or rejected DuitNow Consent Request via any of the Bank’s available communication channels chosen by the Customer.
- 3.2. The Customer acknowledges and agrees the 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 the Bank shall not be liable for confirming the DuitNow Consent Request for such registered recipient even if such person is not the intended recipient.
- 3.3. Pursuant to Clause 4.2 above, the Customer agrees that once a DuitNow Consent Request has confirmed, it will be deemed irrevocable and the Customer will not be able to cancel, stop or perform any changes to that DuitNow Consent Request.

4. Recovery of Funds

- 4.1 In the event the DuitNow Consent Request involves debiting an amount of money from the Customer’s Account, such Customer shall have rights in relation to the investigation and recovery of, erroneous payments and unauthorised (includes fraudulent) DuitNow Consent Request and transactions made from the Customer’s Account.

5. Erroneous DuitNow Consent Request

- 5.1 If the Customer has made an erroneous DuitNow Consent Request, the Customer may request for recovery of the funds within ten (10) business days from the date the erroneous DuitNow Consent Request was made and the Bank will work with the affected recipient’s bank/ e-money issuer to return the said funds to the Customer within seven (7) Business Day provided the following conditions are met:
 - 5.1.1 The request was wrongly routed into the affected recipient’s account; or
 - 5.1.2 If funds have been wrongly debited, whether the balances in the affected recipient’s account is sufficient to cover the funds’ recovery amount:
 - 5.1.1.1. If the balances are sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and
 - 5.1.1.2. If the balances are not sufficient to cover the recovery amount, the erroneously credited funds may not be fully recoverable and the recipient’s bank/ e-money issuer may partially remit the recoverable fund back to the Customer.
- 5.2 Request for recovery of funds between eleven (11) Business Days and seven (7) months from the date the erroneous DuitNow transaction was made:
 - 5.2.1 The affected receiving participant is fully satisfied that funds were erroneously credited to the affected recipient; and
 - 5.2.2 Deliver notifications to the affected recipients in writing regarding the funds recovery requests whereby the erroneously credited funds would be recovered through debiting the affected recipients’ accounts 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 recipients fail to establish their entitlement to the funds, the affected recipient’s bank/ e-money issuer shall debit the affected recipients’ account and remit the funds back to the Customer.

- 5.3 Requests to recover funds after seven (7) months from the date of the erroneous DuitNow Consent Request:
- 5.3.1 The affected recipient's bank/ e-money issuer is fully satisfied that funds were erroneously credited to the affected recipient
 - 5.3.2 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
 - 5.3.3 Once consent is obtained, the affected recipient's bank/ e-money issuer shall debit the affected recipient's account and remit the funds back to the Customer within one (1) Business Day.

6 Unauthorised or Fraudulent DuitNow Consent Request

- 6.1 For DuitNow Consent Requests which were not authorised by the Customer or which are fraudulent, the Bank will, upon receiving a report from the Customer alleging that an unauthorised or fraudulent DuitNow Consent Request was made, if in the event money has been debited, remit the funds back to the Customer provided the following conditions are met:
- 6.1.1 The Bank shall conduct an investigation and determine within fourteen (14) calendar days, if the unauthorised or fraudulent payment did occur; and
 - 6.1.2 If the Bank is satisfied that the unauthorised or fraudulent payment request did indeed occur and was not caused by the Customer, the Bank shall initiate a reversal process whereby all debit posted to the Customer's Account arising from the unauthorised or fraudulent DuitNow Consent Request and money debited would be reversed.

7 Liability and Indemnity

- 7.1 Without prejudice to the Account Terms, the Customer acknowledges and agrees that, unless expressly prohibited by mandatory laws, the 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 Consent services offered by the Bank arising from:
- 7.1.1 The Customer's negligence, misconduct or breach of any of these Service Terms;
 - 7.1.2 Any failure, delay, error or non-transmission of funds due to system maintenance, breakdown or non-availability of any network, software or hardware of the Bank and the DuitNow Operator; or
 - 7.1.3 The suspension, termination or discontinuance of the DuitNow Consent services.
- 7.2 Without prejudice to the Account Terms, the Customer shall indemnify the Bank, the Bank's affiliates, and the DuitNow Operator against any loss or damage suffered due to any claim, demand or action brought against the Bank, the Bank's affiliates, and the DuitNow Operator resulting from any negligent and/or fraudulent act by the Customer under these Service Terms.

8 General

- 8.1 The Bank reserves the right to revise at any time, such charges for the use of the DuitNow Consent services, by providing thirty (30) days written notice to the Customer. Such revisions shall take effect from the date stated in the notice. Where the Customer continues to access or use the DuitNow Consent services after such notification, the Customer shall be deemed to have agreed to and accepted such revisions to such charges.
- 8.2 The Customer acknowledges that the Bank may terminate the Customer's use of the DuitNow Consent services with the Bank for any reason, with prior notice.
- 8.3 The Customer acknowledges that the Bank has the right to change, restrict, vary, suspend or modify these Service Terms by providing the Customer with thirty (30) days' notice in such manner as the Bank deems fit.
- 8.4 The Customer consents to the collection, store, processing, use and disclosure of its Personal Data by the Bank, its affiliates and service providers and the DuitNow Operator as required for the purposes of the DuitNow Consent services.