

DuitNow QR Terms and Condition

In this DuitNow QR T&C (“Terms”), references to “you”, “your” and “yours” refers to the MBSB Bank’s customer who is utilising the DuitNow QR Service and has an account with MBSB Bank and reference to “we”, “our”, “ours” and “us” refers to MBSB Bank.

Definitions

“**Account**” means 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, and/or Islamic investment account. Additionally means all line of credit accounts tied to payment cards where transaction is made.

“**Bank**” means MBSB Bank Berhad, its successors-in-title and/or assigns and includes MBSB Bank Berhad, its successors-in-title and/or assigns.

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

“**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.

“**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.

“**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.

“**DuitNow QR**” means the service provided by the Bank that allows M Journey mobile banking Subscribers to make payments to a Merchant for goods and services obtained and/or purchase, and/or to perform a transfer to a Recipient by scanning the unique two dimensional Quick-Response (QR) code which complies with DuitNow QR Standard generated by the Merchant/Recipient. This service is available via M Journey mobile application.

“**DuitNow QR Payment**” means the payments by the Subscriber into the Recipient’s/Merchant’s account using DuitNow QR. Subscriber makes payment by scanning the Recipient’s/Merchant’s QR Code using M Journey mobile application.

“**Limits**” means the maximum monetary limits set by the Bank and/or set by the Subscriber, for a particular type of Transaction (as the case may be).

“**Merchant**” means persons, companies and/or a partnership registered with a Participant to become a DuitNow QR merchant and receives DuitNow QR Payments for goods and services from a Subscriber through DuitNow QR.

“M Journey” means the various internet banking and/or mobile banking services made available by the Bank at its discretion to Subscribers via the Website and/or mobile banking application to enable Subscribers to perform Transactions and/or make banking enquiries with the use of a computer, modem and/or other electronic or telecommunication equipment or device including mobile phone subject to these Terms and Conditions. The Terms and Conditions as may be amended, modified or updated from time to time by the Bank at its sole discretion.

“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.

“Subscriber” means a Beneficiary who has an Account with the Bank who:

- a) makes DuitNow QR Payments to any Merchant for purchase of goods and/or services; and/or
- b) transacts with any Beneficiary through DuitNow QR and such transaction includes but is not limited to Peer-to-Peer Transfers via DuitNow QR.

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

1. Introduction

- 1.1. This Terms apply to and regulate your use of the DuitNow QR Service offered by us. The DuitNow QR Service allows you to transfer funds from your designated MBSB Bank Account to a Merchant’s or Recipient’s Account by scanning the Merchant’s or Recipient’s QR Code. This service also allows you to transfer funds to the Merchant by generating the Payer’s QR Code to be scanned by the Merchant.
- 1.2. The DuitNow QR Service offered by us is part of the Electronic Banking/e-Money Services, and accordingly these Terms are in addition to and shall be read in conjunction with the MBSB Journey Services.

2. DuitNow QR Service

- 2.1. Subscriber shall download and install M Journey mobile banking application in order to set up and start utilising DuitNow QR services at pre-login. Subscribers are required to select a Designated Bank Account to be used by the Bank for deduction of funds for DuitNow QR Payments.
- 2.2. Subscriber shall observe all security measures prescribed by the Bank from time to time relating to DuitNow QR services which include, but not limited to, security of Password and prevention of Subscriber’s Mobile Phone from falling into the wrong hands.

2.3. Subscribers must be diligent and take all reasonable precautions to prevent any unauthorised use of the Subscriber's DuitNow QR and their Mobile Phone which include, but not limited to, the following measures:

- (a) DO enable lock on the Subscriber's Mobile Phone;
- (b) DO ensure to be discreet when entering the Password;
- (c) DO be extremely careful in using to avoid from possible losses caused by unauthorised DuitNow QR transaction by any Third Party;
- (d) DO check Account details and Transactions regularly to ensure accuracy;
- (e) DO report any discrepancies in Account detail immediately upon becoming aware on discrepancy;
- (f) DO log out from M Journey mobile banking properly after use;
- (g) DO ensure correct profile is used when using DuitNow QR via M Journey mobile banking;
- (h) DO NOT, under any circumstances, share or reveal the M Journey Online password or any other passwords with anyone else including any of the Bank's staff;
- (i) DO NOT keep any written record of the M Journey Online password on, with or near the Subscriber's Mobile Phone;
- (j) DO NOT use personal information such as date of birth, identity card number or mobile number as Access Code; and
- (k) DO NOT leave Mobile Phone unattended.

2.4. Subscriber shall only use DuitNow QR if there are sufficient funds in the Subscriber's Account. The Account balance must also exclude cheques which are not cleared or remittances which are still not received, if any. The Bank, reserves the right to refuse to act on any instruction for payment without incurring any liability, including but not limited to, any of the following scenarios:

- (a) the funds in the Subscriber's selected Account are insufficient to effect, perform or process such instruction for payment;
- (b) the Subscriber has exceeded the daily transfer limit;
- (c) the Subscriber's Account is frozen or closed; or

(d) the Bank is aware or has reason to believe that any fraud, criminal act, offence or violation of any law or regulation has been or will be committed.

2.5. The DuitNow QR:

(a) can only be used by Subscribers at participating Merchants that display the DuitNow QR acceptance logo and unless specified otherwise by the Bank via M Journey mobile app, the Subscriber's default daily transaction limit is capped at Ringgit Malaysia Five Thousand (RM5,000); and

(b) daily transaction limit can be changed anytime by the Subscriber via M Journey Online banking or any other means or platforms as provided by the Bank from time to time, provided always the accumulated transaction limit not exceeding Ringgit Malaysia Thirty Thousand (RM30,000) per day.

2.6. The default limit per transaction is set at Ringgit Malaysia Two Hundred Fifty (RM250) where transactions:

(a) below Ringgit Malaysia Two Hundred Fifty (RM250) does not require authorisation via Password; and

(b) above Ringgit Malaysia Two Hundred Fifty (RM250) requires authorisation via Password. Subscribers may change the default limit per transaction to a lower or higher limit via M Journey Online banking prior to using the DuitNow QR services.

2.7. Subscribers are fully responsible to ensure that the correct amount and accurate Merchant or Recipient information are displayed prior to confirming any DuitNow QR Payments. The amount entered by Subscribers and/or information transmitted via QR Code is correct upon Subscriber's confirmation of any payments. The Bank shall not be under any obligation to verify that any amount paid matches with the Merchant's/Recipient's amount.

2.8. The Bank will notify the Subscribers on the status of each successful, failed or rejected DuitNow QR transaction via any of the Bank's available communication channels chosen by the Subscriber.

2.9. By utilising the DuitNow QR service, the Subscriber has duly authorised the Bank to effect, perform or process payments to the Merchant's or Recipient's account which is embedded within the QR Code and the Bank shall accept and act upon any instruction issued and/or transmitted via DuitNow QR as the Customer's authentic and duly authorised instruction. The Bank shall be under no obligation required to verify the authenticity or authority of any person effecting the instruction or the accuracy and completeness of the instruction. The instruction shall be treated as valid and binding by the Bank, notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in the issuance of such instruction by Subscribers, subject to clause 3, 4 and 5.

2.10. Pursuant to Clause 2.9 above, the Subscriber agrees that once a DuitNow QR transaction is confirmed, it will be irrevocable and the Bank will not be able to cancel, stop or perform any changes to that DuitNow QR transaction.

3. Recovery of funds

3.1. You have rights in relation to the investigation and recovery of erroneous or mistaken DuitNow QR transactions as stated in Clause 4 and unauthorised or fraudulent DuitNow QR transactions as stated in Clause 5 made from your Account.

4. Erroneous or Mistaken DuitNow QR Transaction

4.1. If you have made an erroneous or mistaken DuitNow QR transaction, you may request for recovery of the funds. Within ten (10) Business Days from the date of your recovery of funds request, we will work with the affected Merchant's or Recipient's bank to return the said funds to you within seven (7) Business Days, provided the following conditions are met:

4.1.1. The funds were actually wrongly credited into the affected Merchant's or Recipient's Account;

4.1.2. If funds have been wrongly credited, whether the balances in the affected Merchant's or Recipient's Account is sufficient to cover the funds recovery amount:

4.1.2.1. If the balances are sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; or

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

4.2. For requests to recover funds between eleven (11) Business Days and seven (7) months from the date the erroneous transaction was made:

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

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

- 4.3. For requests to recover funds after (7) months from the date of the erroneous transaction was made:
 - 4.3.1. The affected Merchant's or Recipient's bank is fully satisfied that funds were erroneously credited to the affected Merchant or Recipient;
 - 4.3.2. The affected Merchant's or Recipient's bank shall obtain from the affected Merchant or Recipient the decision whether to grant consent to debit the Merchant or Recipient account within ten (10) Business Days; and
 - 4.3.3. Once consent is obtained, the affected Merchant's or Recipient's bank shall debit the affected Merchant's or Recipient's Account and remit the funds back to you within one (1) Business Day.

5. Unauthorised or Fraudulent DuitNow QR Transaction

- 5.1. For DuitNow QR transactions which were not authorised by you or which are fraudulent, we will, upon receiving a report from you alleging that an unauthorised or fraudulent DuitNow QR transaction was made, remit the funds back to you, provided the following conditions are met:
 - 5.1.1. We shall conduct an investigation and determine, within fourteen (14) calendar days, if the unauthorised or fraudulent payment did occur;
 - 5.1.2. If we are satisfied that the unauthorised or fraudulent payment instruction did indeed occur and was not caused by you, we shall initiate a reversal process whereby all debit posted to your Account arising from the unauthorised or fraudulent payment instruction would be reversed.

6. Liability and Indemnity

- 6.1. You acknowledge and agree that, unless expressly prohibited by mandatory laws, we and the DuitNow QR Owner & Operator shall not be liable to you or any third party for any 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:
 - 6.1.1. Your negligence, misconduct or breach of any of these Terms;
 - 6.1.2. Insufficient funds in your Account for us to process the DuitNow QR transaction;
 - 6.1.3. You have exceeded your daily transfer limit;
 - 6.1.4. Any payment instruction given or purported to be given by you;
 - 6.1.5. Any erroneous transfer of funds by you, including any transfer of funds to the wrong Merchant or Recipient or wrong third party; or
 - 6.1.6. The suspension, termination or discontinuance of the DuitNow QR Service.
- 6.2. You shall indemnify us, our affiliates, and the DuitNow QR Owner & Operator harmless from and against any loss or damage suffered due to any claim, demand, or action brought against us, our affiliates, and/or the DuitNow QR Owner & Operator resulting from any negligent and/or fraudulent act to the DuitNow QR T&C by you.

7. General

- 7.1. We reserve the right to revise at any time, such charges for the use of the DuitNow QR Service, by providing you with thirty (30) days written notice. 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.
- 7.2. You acknowledge that we may terminate your use of the DuitNow QR Service with us for any reason, with prior notice.
- 7.3. You acknowledge that we have the right to change, restrict, vary, suspend or modify these Terms by providing you with thirty (30) days' notice in such manner as we deem fit.
- 7.4. You consent to the collection, use and disclosure of your personal data (including contact details) by us, our affiliates, our service providers and the DuitNow QR Operator as required for the purposes of the DuitNow QR Service.
- 7.5. These Terms are governed by and shall be construed in accordance with the laws of Malaysia.
- 7.6. For any assistance and/or feedback related to this terms and conditions, Customer may contact the Bank's Contact Centre at 03-2096 3000 or write to the Bank at the following address:

Menara MBSB Bank,
PJ Sentral, Lot 12,
Persiaran Barat, Seksyen 52,
46200 Petaling Jaya
Selangor.

Enquiry email : enquiry@mbsbbank.com