

DUITNOW QR TERMS AND CONDITIONS

Effective Date: 15 December 2023

These terms and conditions shall govern your usage of DuitNow QR which is provided as part of the Wavpay e-wallet, and shall be read together with:

- a. the Terms and Conditions of Use of Wavpay e-wallet;

<https://wavpay.net/terms-conditions/>

- b. the Terms and Conditions for DuitNow;

<https://www.ambank.com.my/ambank/SiteAssets/SitePages/simple/terms-and-conditions/DuitNowTnC.pdf>

Liew/Azim, pls change the link above to the link of DuitNow T&C in Wavpay website

- c. the Terms and Conditions for National Addressing Database; and

<https://www.ambank.com.my/ambank/SiteAssets/SitePages/simple/terms-and-conditions/NADTnCEng.pdf>

Liew/Azim, pls change the link above to the link of NAD T&C in Wavpay website

any other relevant terms and conditions governing any products and/or services provided by Wavpay, DuitNow and NAD Operator, corresponding Bank(s) and any other relevant parties.

Customers are required to read and understand the terms and conditions contained herein. Should Customers choose to proceed after reading and understanding the terms and conditions, it shall be deemed that the Customers and any party related herein have expressly consented and agreed:

- a. to be bound by the terms and conditions herein;
- b. that the use of DuitNow QR is at their risk and shall assume all risks incidental to or arising from the use of this DuitNow QR service; and
- c. to the collection, usage, and disclosure of the Customer's personal data (which includes but is not limited to contact details), by the Bank to its affiliates, service providers, and NAD Operator, as required and deemed necessary, to effect and discharge the services of DuitNow QR.

If Customers or any related party herein chooses NOT to accept these terms and conditions or any of its revisions, the Customers shall not proceed and may immediately discontinue their access and/or usage of DuitNow QR.

1. DEFINITIONS

Access Codes	Refer to Username, Password, One-Time PIN (OTP), Personal Identification Number (PIN), and/or any such other confidential authentication information that is required to access and/or utilize DuitNow QR, whether in the form of words, codes, numbers, sets of characters or biological input and/or such other forms or combinations thereof, as may be prescribed by the Bank from time to time.
Account	Means your electronic wallet account which is: <ul style="list-style-type: none"> • Linked to the telephone number of your Mobile Device; • Linked to your ID Number (ie. MyKAD Number/Passport Number) • Managed and supervised by Wavpay; and • Which records, amongst other things, the amount of Electronic Money which is available to you for use.
Beneficiary	includes but is not limited to persons, companies, and/or partnerships: <ol style="list-style-type: none"> a. with accounts with any Participant; b. has a DuitNow QR ID; and c. has registered to transact via DuitNow QR and such transaction includes but is not limited to Peer-to-Peer Transfers via DuitNow QR.
Authentication	Means a confirmation sent by you to Wavpay authorizing a particular transaction undertaken or transacted by you. Such authentication shall be in a manner stipulated or determined by Wavpay from time to time including but not limited to keying in your personal identification number
Business Day	means any calendar day from Monday to Friday, except public holidays and state holidays in the Federal Territory of Kuala Lumpur.
Cashier	refers to the person who is given the authority by a Merchant to generate QR Codes and receives DuitNow QR Payments from the Customer on behalf of the Merchant. Payments received via DuitNow QR will go into the Merchant's account.
Credit Transfer	refers to an order from a Customer and/or Beneficiary to debit the Customer's Account and/or Beneficiary's account and facilitate credit to the Recipient.
Customers	refer to a Beneficiary who has an Account with Wavpay who: <ol style="list-style-type: none"> a. makes DuitNow QR Payments to any Merchant for the 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	refers to a service provided by Wavpay that allows Wavpay e-wallet users to make payments to a Merchant for goods and services obtained and/or purchased, and/or to perform a transfer to a Beneficiary using a unique two-dimensional Quick-Response (QR) code generated by the Beneficiary. This service is available via the Wavpay e-wallet app.

DuitNow QR Payments	refers to payments by the Customer into the Merchant's account using DuitNow QR. The customer makes payment by scanning the Merchant's QR Code using a Wavpay e-wallet.
e-Money	Means a payment instrument whether tangible or intangible that stores funds electronically in exchange for funds paid to Wavpay and can be used as a means of making payment to any person other than Wavpay.
e-Money Account	Means an account that stores funds electronically in exchange for funds paid to the issuer of e-money and can be used as a means of making payment to any person other than the issuer of e-money.
e-Money Issuer	means Wavpay Systems Sdn Bhd.
Merchant	includes but is not limited to persons, companies, and/or partnerships registered with a Participant to become a DuitNow QR merchant and receive DuitNow QR Payments for goods and services from a Customer through DuitNow QR.
Mobile Devices	refer to mobile phones or other communication devices that are used to access the DuitNow QR and/or AmOnline mobile application.
National Addressing Database "NAD" or	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 made to a recipient by referencing the recipient's DuitNow ID.
NAD Operator	means Payments Network Malaysia Sdn Bhd ("PayNet").
Network Service Provider	refers to any Internet service providers providing connection to the Internet.
Participant	refers to an institution (financial or non-financial) that has been approved by PayNet to access and enable the clearing and settlement of DuitNow QR transactions using mobile banking or e-Money applications.
Peer-to-Peer Transfer	refers to the electronic money transfer made using the DuitNow QR from one person to another.
QR Codes	Means Quick Response Code, a type of matrix barcode (or two-dimensional barcode) that contains information about an item to which it is attached. There are two (2) types of QR codes namely Static QR Code and/or Dynamic QR code; Static QR code refers to a fixed and unchangeable code produced for a Merchant that only has the Merchant account details embedded within the code. Static QR Codes can be scanned repeatedly. Buyer is required to enter the amount when making QR payments using a Static QR code. Dynamic QR code refers to a unique and changeable code produced by a Merchant that has the Merchant account details and transaction information embedded within the code. Dynamic QR codes can only be scanned once. Buyer does not need to enter the amount when making QR Payments using Dynamic QR code.
QR Promotions	refer to the promotions created by Wavpay and/or Merchants for Customers. The promotions apply only for DuitNow QR Payments.
Recipient	refers to Customers and/or Beneficiaries that receive the DuitNow QR transactions.

Third Party	refers to other banks that are not part and/or affiliated to the Bank and/or network service providers and/or telecommunication operators.
Wavpay or We or Us or Our	Means Wavpay Systems Sdn Bhd (Company No. 201701000656 (1214806-H));

2. ELIGIBILITY

DuitNow QR is offered to Customers, Merchants, and Beneficiaries who are users of the Wavpay e-wallet application.

3. DUITNOW QRPAY SERVICES

- 3.1. Customers shall download and install the Wavpay e-wallet application to set up and start utilising DuitNow QR. Customers are required to select an account to be used by Wavpay for the deduction of funds for DuitNow QR Payments.
- 3.2. Customer shall observe all security measures prescribed by Wavpay from time to time relating to DuitNow QR services which include, but are not limited to, the security of Password and the prevention of Customers' Mobile Devices from falling into the wrong hands.
- 3.3. Customers must be diligent and take all reasonable precautions to prevent any unauthorized use of the customers' DuitNow QR and their Mobile Devices which include, but are not limited to, the following measures:
 - a) DO enable lock on the Customers' Mobile Devices;
 - b) DO ensure to be discreet when entering the Access Codes;
 - c) DO be extremely careful in using Access Codes to avoid possible losses caused by unauthorized DuitNow QR transactions by any Third Party;
 - d) DO check Account details and transactions regularly to ensure accuracy;
 - e) DO report any discrepancies in Account details immediately;
 - f) DO log out from Wavpay e-wallet properly after use;
 - g) DO ensure the correct profile is used when using DuitNow QR via the Wavpay e-wallet application;
 - h) DO NOT, under any circumstances, share or reveal the Wavpay e-wallet password or any other passwords with anyone else including any of Wavpay's staff;
 - i) DO NOT keep any written record of the Wavpay e-wallet password on, with, or near the Customers' Mobile Devices;
 - 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 Devices unattended;
- 3.4. Should a Password has been exposed or suspected to have been exposed to another person or if the mobile is lost or stolen, the Customer must inform Wavpay about the incident immediately to enable the deactivation of DuitNow QR. By deactivating the DuitNow QR, the Customer's access to the Wavpay's e-wallet will also be deactivated.
- 3.5. The customer shall only use DuitNow QR if there are sufficient funds in the Customer's account. Wavpay 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 Customer's selected Account are insufficient to effect, perform, or process such instruction for payment;
- b. The Customer has exceeded the daily transfer limit;
- c. The Customer's Account is frozen or closed; or
- d. Wavpay is aware or has reason to believe that any fraud, criminal act, offense, or violation of any law or regulation has been or will be committed.

3.6. The DuitNow QR:

- a. can only be used by Customers at participating Merchants that display the DuitNow QR acceptance logo and unless specified otherwise by the Customer via the Wavpay website, the Customer'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 Customer via AmOnline or any other means or platforms as provided by the Bank in the future, subject to the accumulated transaction limit not exceeding Ringgit Malaysia Fifty Thousand (RM50,000) per day.
- c. Wavpay may, from time to time, change the maximum and minimum limits of DuitNow QR by giving written notice of at least twenty-one (21) calendar days before the date of such variation or amendments being effected via the Wavpay's website at <https://wavpay.net/> and Customers shall be bound by the limits imposed.

3.7. Customers are fully responsible for ensuring that the correct amount and accurate Merchant or Beneficiary information are displayed before confirming any DuitNow QR Payments. The amount entered by Customers and/or information transmitted via QR Code shall be deemed by Wavpay as correct upon Customers' confirmation of any payments. Wavpay shall not be under any obligation to verify that any amount paid matches the Merchant's amount.

3.8. By utilizing the DuitNow QR service, the Customer shall be deemed as duly authorizing Wavpay to effect, perform, or process payments to the Merchant's or Beneficiary's account which are embedded within the QR Code and Wavpay shall accept and act upon any instruction issued and/or transmitted via DuitNow QR as the Customer's authentic and duly authorized instruction. Wavpay shall be under no obligation required to verify the authenticity or authority of any person affecting the instruction or the accuracy and completeness of the instruction. The instruction shall be treated as valid and binding by Wavpay, notwithstanding any error, fraud, forgery, lack of clarity, or misunderstanding in the issuance of such instruction by Customers.

4. HANDLING DISPUTES

4.1. Should there be any disputes which include, but are not limited to, the dispute over the amount paid due to errors or mistakes by the Merchant or Beneficiary or Cashier or Customer, the dispute shall be resolved between the Customer and the Merchant or Beneficiary or Cashier. Wavpay shall not be a party to such disputes and shall not be obliged to revoke and/or reverse any successful DuitNow QR Payments.

4.2. Wavpay shall not be held responsible for disputes arising from, but not limited to, the following:

- a. Customer not receiving any goods or services from a Merchant and/or Cashier;
- b. a Merchant or Beneficiary and/or Cashier not being contactable;

- c. any wrong information issued or miscommunication caused by any Merchant or Beneficiary and/or Cashier; or
 - d. any wrongful fraudulent or unauthorised payment.
- 4.3. In the event monies were debited from the Customer's account through DuitNow QR Payments but are not received by the Merchant, the Customer is required to notify Wavpay immediately and Wavpay shall investigate and determine within fourteen (14) calendar days if the disputed payment did occur.
- 4.4. Provided that the disputed payments were wrongly credited into the Merchant's account, Wavpay will work with the recipient Merchant's bank to return the said funds to the Customer within seven (7) Business Days from the date the Customer is informed of the outcome of the investigation.
- 4.5. If the disputed payment was wrongly credited and;
 - a. the balance in the Merchant's account is sufficient to fully recover the disputed payment, the Merchant's bank may fully remit the disputed payment back to the Customer; however,
- 4.6. If the balances in the Merchant's account are not sufficient to fully recover the disputed payment, the Merchant's bank may partially remit the recoverable disputed payment back to the Customer. Liability for unauthorized transactions:
 - a. Customer shall be responsible for all DuitNow QR transactions carried out through Customer's mobile device and Wavpay shall not be liable in any manner for such transactions.
 - b. Customers shall be liable for any unauthorized transactions if Customers have:
 - i. acted fraudulently;
 - ii. delayed in immediately notifying Wavpay after having discovered the loss or theft of their Mobile Devices and/or unauthorized use of their DuitNow QR; or
 - iii. failed to protect the security of their Passwords and Mobile Devices including, but not limited to, voluntarily disclosing their Passwords to another person or allowing another person to use their Mobile Devices.

5. GENERAL

- 5.1. Wavpay reserves the right to change, amend, vary, suspend, revise, or modify these terms and conditions and the charges for the usage of DuitNow QR service at any time, by providing at least twenty-one (21) calendar days' written notice before the date of such changes, amendments, variation, suspension or modification being effected via the Wavpay's website at <https://wavpay.net/>.
- 5.2. Wavpay may terminate a Customer's use of the DuitNow QR service with Wavpay by providing at least twenty-one (21) calendar days written notice before the date.
- 5.3. The Customer understands and consents to the collection, usage, and disclosure of the Customer's personal data (which includes but is not limited to contact details), by Wavpay to its affiliates, service providers, and NAD Operator, as required and deemed necessary, to effect

and discharge the services of DuitNow QR. To understand the Wavpay privacy notice please refer to

<https://wavpay.net/privacy-policy-2/>

- 5.4. Unless expressly stated otherwise, the terms and conditions herein, including any amendment thereto, shall prevail over any other provisions and/or representations contained in any other notices/promotion/advertising materials for the DuitNow QR service.
- 5.5. Wavpay's decision on all matters relating to the eligibility of the service shall be final and binding on all Customers and any related parties herein.
- 5.6. Wavpay shall not be liable for any loss or damages suffered, including without limitation to loss of income or profit, or any indirect, incidental, consequential, exemplary, punitive, or special damages of any party including third parties, arising out of or in connection with the DuitNow QR save and except where such loss or damages were directly caused by the Wavpay's gross negligence, wilful default or fraud.
- 5.7. Wavpay shall not be liable for any failure, delay, or default in respect of the performance of its obligations under these terms and conditions herein arising out of or caused by forces beyond Wavpay's reasonable control, including without limitation to any act of God, acts war, riot, work stoppages, accidents, lockout, industrial action or natural catastrophes.
- 5.8. All questions concerning the construction, validity, enforcement, and interpretation of the terms and conditions stipulated herein shall be governed by and construed and enforced under the laws of Malaysia. The parties hereby submit to the jurisdiction of the Courts of Malaysia for any suit, action, or other proceeding arising out of or based on the terms and conditions herein.
- 5.9. For any assistance and/or feedback related to these terms and conditions, Customers may email to support@wavpay.net.