

DuitNow Terms of Use

1. DuitNow and DuitNow QR on HSBC Online Banking and Mobile Banking App

- a. “The Bank”, “we”, “our” or “us” refers to HSBC Bank Malaysia Berhad or HSBC Amanah Malaysia Berhad i.e. the entity with whom you hold your bank account.
- b. You may connect to our internet banking site (“Online Banking”) via www.hsbc.com.my for HSBC Bank or www.hsbcamanah.com.my for HSBC Amanah; or our mobile banking application (“Mobile Banking App”) to access DuitNow and DuitNow QR services.
- c. These Terms of Use are supplemental to and shall be read together with the Online and Mobile Banking Terms and Conditions. In the event of any inconsistency between the terms, the Terms of Use shall prevail in relation to DuitNow and DuitNow QR services.

2. Definitions

The following terms referred to herein shall have the following meanings:

Business Day	means any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.
Common ID	means your unique identification which links all DuitNow IDs registered by you such as your NRIC, Army number, or Police number, or for non-Malaysians, the Passport Number.
DuitNow	means a service which allows you to initiate and receive instant credit transfers using a recipient’s account number or DuitNow ID
DuitNow ID	means identifiers 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 customer) or any other identifiers as may be introduced by PayNet from time to time.
DuitNow QR	means a service which facilitates industry wide ubiquitous payments or credit transfer by scanning the QR Code which complies with DuitNow QR standard.
Dynamic QR	means a QR Code that is generated after the merchant or recipient keys-in the amount of the payment or credit transfer.
E-money Account	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 as a means of making payment to any person other than the issuer of e-money

Malware	means computer viruses, bugs or other malicious, destructive or corrupting software, code, agent, program or macros, and/or phishing or social engineering schemes which utilise computer software or telecommunications to obtain personal data or any other personal information for malicious or fraudulent purposes.
Merchant	means businesses registered with the companies Commission of Malaysia, sole proprietors and partnerships, government agencies, statutory bodies, societies, and other similar entities.
NAD Name Enquiry	means a service which returns the name of the owner who has registered its DuitNow ID in NAD.
National Addressing Database (NAD)	means a central addressing depository established by the PayNet 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
PayNet	means Payments Network Malaysia Sdn Bhd
Personal Data	means any information in respect of commercial transactions that relates directly or indirectly to an individual, who is identified or identifiable from that information which includes, but not limited to, name, address, identification card number, passport number, banking information, email address and contact 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 displayed which requires the individual to key-in the amount of the payment or credit transfer.

3. What is DuitNow?

DuitNow is a service available on our Online Banking and Mobile Banking App that enables you to transfer funds to a recipient by quoting the recipient's account number (pay-to-account also known as Instant Transfer) or by quoting the recipient's DuitNow ID (pay-to-proxy). By registering a DuitNow ID, this will enable you to receive funds from your sender using DuitNow service.

4. Registration for DuitNow ID

- a. You do not need a DuitNow ID to send funds to a recipient. However, if you wish to receive incoming funds to your eligible account with us via DuitNow pay-to-DuitNow

ID, you must first register using any of the following as your DuitNow ID which will be linked to your eligible account:

- i. your NRIC (for Malaysian) or Passport Number (for non-Malaysian only); and/or
 - ii. your Mobile Number; and/or
 - iii. your Business Registration Number and/or
 - iv. your Police / Army ID (for Malaysian).
- b. Your DuitNow ID registration will be recorded in NAD. Your DuitNow ID will be your Common ID to be used by other NAD participating banks in performing a NAD Name Enquiry for the purpose of verifying and identifying you in facilitating the DuitNow service.
- c. You may link more than one of your DuitNow ID to the same account with us. However, you may not link a particular DuitNow ID to multiple accounts, whether with us or other banks.
- d. Your DuitNow ID may be deregistered by you or the Bank under any of the following circumstances:
- i. You intend to use your existing DuitNow ID to be registered and linked to another account in another bank;
 - ii. You have changes to your DuitNow ID (e.g. change of mobile number);
 - iii. Your Account with us is or has been closed;
 - iv. Your mobile number (if this is your DuitNow ID) has been terminated and recycled for use by another person;
 - v. After a period of inactivity;
 - vi. The Bank made aware of you or your DuitNow ID is potentially involved in any fraudulent activity(s); or
 - vii. When the Bank reasonably considers it appropriate to do so.
- e. If you perform de-registration of your DuitNow ID, a de-registration notification will be sent by the Bank to you.

5. Payment Transfers

- a. You can send funds to a recipient by initiating a DuitNow pay-to-proxy payment through Online Banking or Mobile Banking App and enter the recipients' DuitNow ID. If the recipient's DuitNow ID is registered, we will display the name of the recipient.
- b. You are solely responsible to ensure that the recipient's name displayed is the intended recipient of the funds prior to confirming the DuitNow transaction.
- c. We will notify you on the status of each successful, failed or rejected DuitNow transaction via notification on Online Banking or Mobile Banking App. For real-time transactions (i.e funds to be sent immediately), we will notify you immediately within the same day upon your confirmation of the transaction. For forward dated transactions (i.e. funds to be sent at a future date), we will notify you of the status on the date of the transaction.

- d. You are advised not to submit multiple “Look-Up Requests” without a confirmed DuitNow transaction. We will suspend your usage of the DuitNow service upon three (3) consecutive Look-Up Requests with no confirmed DuitNow transaction.

6. Investigation and refunds

- a. Once a DuitNow transaction is confirmed as successful, you will not be able to cancel, stop or perform any changes to that DuitNow transaction.
- b. You may however request the Bank to investigate and recover mistaken payments, erroneous payments and unauthorised (includes fraudulent) DuitNow transactions.
- c. If the Customer requests for recovery of the funds for erroneous DuitNow transaction,
 - A. where the request is made within ten (10) Business Days from the date of the transaction, we will work with the affected recipient’s bank to return the said funds to you within seven (7) Business Day provided the following conditions are met:
 - i. The funds were actually wrongly credited into the affected recipient’s account;
 - ii. If funds have been wrongly credited, whether the balances in the affected recipient’s account is sufficient to cover the funds recovery amount;
 - iii. If the balances are sufficient to cover the recovery amount.
 - iv. 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 may partially remit the recoverable fund back to you.
 - B. where the request is made between eleven (11) Business Days and seven (7) months from the date of transaction, the affected recipient’s bank must:-
 - i. be fully satisfied that funds were erroneously credited to the affected recipient;
 - ii. deliver notification to the affected recipients that the erroneously credited funds will be recovered through debiting the affected recipients’ accounts within ten (10) Business Days of the notifications unless the affected recipient provides reasonable evidence 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 shall debit the affected recipients’ account and remit the funds back to you.
 - C. where the request is made after (7) months from the date of the transaction, the affected recipient bank:
 - i. must be fully satisfied that funds were erroneously credited to the affected recipient; and
 - ii. shall obtain from the affected recipient consent within ten (10) Business Days; and Once consent is obtained, to debit the affected recipient’s account and remit the funds back to the Customer within one (1) Business Day.
- d. For DuitNow transactions which were not authorised by the Customer or which are fraudulent, the Bank will conduct investigation within 14 calendar days, and remit the funds back to you if the Bank is satisfied that the unauthorised or fraudulent payment instruction did occurred and was not caused by you.

- e. You will be fully responsible for losses, costs, expenses and claims that may be incurred or suffered by you, bank and/or PayNet arising from:
 - i. your negligence, fraud or breach of any of these Terms and/or the Online and Mobile Banking Terms and Conditions;
 - ii. your erroneous transfer of funds, including any transfer of funds to the wrong DuitNow ID, wrong recipient or wrong third party; and
 - iii. any action taken against the Bank and/or PayNet in acting on your request to initiate a refund if subsequently found to be caused by your negligence, fraud or breach of any of these Terms.

7. Fees & Charges

We reserve the right to revise the charges for the use of the DuitNow service with written notice to you. If you continue to access or use the DuitNow service after such notification, you shall be considered to have agreed to the new charges.

8. Consent for disclosure

You consent to the disclosure of your DuitNow ID and other relevant Personal Data to PayNet for its processing, storing, and archival, disclosure to the sender of funds under the DuitNow service and to the Bank's affiliates, service providers, other NAD participating banks, NAD participants and their respective customers for the purposes of providing or otherwise participating in the DuitNow Service.

9. DuitNow QR Service

- a. The DuitNow QR service allows you to make payment or transfer to a Merchant or Recipient's account by using the Mobile Banking App and scan the Merchant or Recipient's QR Code. The QR Code can be in the form of a Static QR or a Dynamic QR.
- b. You are responsible for ensuring that the transaction amount keyed-in or displayed on the Mobile Banking App DuitNow QR 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 as correct upon your confirmation of the transaction.
- c. Status of each successful or unsuccessful DuitNow QR transaction will be notified on the Mobile Banking App upon confirmation of the transaction.
- d. Other than the above, all other terms applicable to DuitNow transactions (clauses 1 to 8 above) are applicable to DuitNow QR transactions.