Deutsche Bank

DuitNow Transfer Terms and Conditions

In these DuitNow Transfer Terms and Conditions ("Terms"), references to "You", "Your" and "Yours" refer to the Deutsche Bank Malaysia Berhad customer who is utilizing the DuitNow Transfer service and has an account with Deutsche Bank Malaysia Berhad and references to "We", "Our", "Ours" and "Us" refer to Deutsche Bank Malaysia Berhad.

Definition

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

"db direct internet" means Deutsche Bank AG's electronic communication service that enable the Customer to communicate with branches and subsidiaries of Deutsche Bank AG currently known as "db direct internet" and "Cash Manager" and shall include such service as may be renamed or modified from time to time.

"DuitNow Transfer" means a service which allows customers 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 customer) or any other identifiers as may be introduced by the DuitNow Operator from time to time.

"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 Recipients DuitNow ID and facilitates payment to be made to a Recipient by referencing the Recipient's DuitNow ID.

"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 contact details.

1. Introduction

1.1 These Terms apply to and regulate Your use of the DuitNow Transfer service offered by Us. The DuitNow Transfer service allows You to transfer an amount specified by You from Your designated bank or e-money account maintained with Us, to a bank or e-money account maintained by Your Recipient at a participating DuitNow Transfer participant via Pay-to- Account-Number and Pay-to-Proxy (Pay via DuitNow ID), or such other means as prescribed by Us or the DuitNow Operator from time to time.

1.2 The DuitNow Transfer 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 General Business Conditions or Transaction Banking Services Agreement governing your Account and/or relationship with Us (the "General Conditions").

2. DuitNow Transfer Service

2.1 If You wish to send funds via DuitNow Transfer, You must first initiate a payment by entering the Recipient's DuitNow ID in Our db direct internet.

2.2 We will perform a 'Name Enquiry' to verify the Recipient's registration of its DuitNow ID in NAD and if the Recipient is registered, We will display the name of such registered DuitNow Transfer Recipient.

2.3 You are responsible for the correct entry of the Recipient's DuitNow ID and ensuring that the Recipient's name displayed is the intended Recipient of the funds prior to confirming the DuitNow Transfer transaction.

2.4 We will notify You on the status of each successful, failed or rejected DuitNow Transfer transaction via any of Our available communication channels chosen by You.

2.5 You acknowledge and agree that We 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 We shall not be liable for transferring the funds to such registered Recipient even if such person is not the intended Recipient.

2.6 Pursuant to Clause 2.5 above, You agree that once a DuitNow Transfer transaction has confirmed, it will be deemed irrevocable and You will not be able to cancel, stop or perform any changes to that DuitNow Transfer transaction.

3. Multiple Name Enquiry Requests

3.1 You are advised not to submit multiple "Name Enquiry Requests" without a confirmed DuitNow Transfer transaction. We shall not display the results of the "Name Enquiry Requests" upon multiple consecutive Name Enquiry Requests that are not followed with a confirmed DuitNow Transfer transaction.

3.2 Without prejudice to any of Our rights and remedies, We reserve the right to terminate or suspend Your access to and use of the DuitNow Transfer service where We consider in Our sole discretion that inappropriate, fraudulent or suspicious use is being made of the DuitNow Transfer services, such as where multiple Name Enquiry Requests are submitted without a confirmed DuitNow Transfer transaction. You are advised to contact Us should You encounter any issues relating to the foregoing.

4. Recovery of Funds

4.1 You have rights in relation to the investigation and recovery of, erroneous payments and unauthorized (includes fraudulent) DuitNow Transfer transactions made from Your account.

5. Erroneous DuitNow Transfer Transaction

5.1 If You have made an erroneous DuitNow Transfer transaction, You may request for recovery of the funds within ten (10) business days from the date the erroneous DuitNow Transfer transaction was made and We will work with the affected Recipient's bank/ e-money issuer to return the said funds to You within seven (7) Business Day provided the following conditions are met:

5.1.1 The funds were wrongly credited into the affected Recipient's account;

5.1.2 If funds have been wrongly credited, whether the balances in the affected Recipient'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 and the Recipient's bank/ e-money issuer may partially remit the recoverable fund back to You.

5.2 Request for recovery of funds between eleven (11) Business Days and seven (7) months from the date the erroneous DuitNow Transfer transaction was made:

5.2.1 The affected Crediting Participant is fully satisfied that funds were erroneously credited to the affected Recipient;

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 You.

5.3 Requests to recover funds after seven (7) months from the date of the erroneous DuitNow Transfer transaction:

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 You within one (1) Business Day.

6. Unauthorized or Fraudulent DuitNow Transfer Transaction

6.1 For DuitNow Transfer transactions which were not authorized by You or which are fraudulent, We will, upon receiving a report from You alleging that an unauthorized or fraudulent DuitNow Transfer transaction was made, remit the funds back to You provided the following conditions are met:

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

6.1.2 If We are satisfied that the unauthorized 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 unauthorized or fraudulent Payment Instruction would be reversed.

7. Liability and Indemnity

7.1 You acknowledge and agree that, unless expressly prohibited by mandatory laws, We and the DuitNow Operator shall not be liable to You 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 Transfer services offered by Us arising from:

7.1.1 Your negligence, misconduct or breach of any of these Terms;

7.1.2 Any erroneous transfer of funds by You, including any transfer of funds to the wrong DuitNow ID, wrong Recipient or wrong third party;

7.1.3 The suspension, termination or discontinuance of the DuitNow Transfer services.

7.2 You shall indemnify Us, Our affiliates, and the DuitNow Operator harmless from and against any loss or damage suffered due to any claim, demand, or action brought against Us, Our affiliates, and the DuitNow Operator resulting from Your negligent and/ or fraudulent act.

8. General

8.1 We reserve the right to revise at any time, such charges for the use of the DuitNow Transfer services, 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 Transfer services after such notification, You shall be deemed to have agreed to and accepted such revisions to such charges.

8.2 You acknowledge that We may terminate Your use of the DuitNow Transfer services with Us for any reason with prior notice.

8.3 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.

8.4 You consent to the collection, use and disclosure of your Personal Data by Us, Our affiliates, Our service providers and the DuitNow Operator as required for the purposes of the DuitNow Transfer services.

8.5 These Terms are governed by and shall be construed in accordance with the laws of Malaysia.