



# **AEON CREDIT SERVICE (M) BERHAD**

## **TERMS AND CONDITIONS**

**AEON Credit Service (M) Berhad (199601040414(412767-V))**  
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## DUITNOW TERMS AND CONDITIONS

In these DuitNow Terms & Conditions (“**Terms and Conditions**”), references to “you”, “your” and “yours” refers to the customer of **AEON Credit Service (M) Berhad** who is utilising the DuitNow services and has an account with **AEON Credit Service (M) Berhad** and references to “we”, “our”, “ours”, “us” and “**AEON Credit**” refers **AEON Credit Service (M) Berhad**.

### 1. OVERVIEW

- 1.1 These are the Terms and Conditions governing the use of the DuitNow and NAD in relation to the DuitNow services made available by us, as amended from time to time, and are binding on you. It includes all requirements, directives, regulations, guidelines and orders issued by us and any authority having jurisdiction over us, from time to time. These Terms and Conditions shall be read together with the AEON Wallet Application Terms and Conditions governing Electronic Banking/e-Money Services, and with the terms and conditions governing our other products and/or services which are available at the AEON Credit Website and/or the AEON Wallet Application.
- 1.2 In these Terms and Conditions, unless otherwise stated, all the terms and references shall bear the same meaning as designated to them in the Terms and Conditions of the AEON Wallet Application.
- 1.3 You are advised to read and understand these Terms and Conditions before accepting them. You are deemed to have accepted these Terms and Conditions digitally.
- 1.4 In the event of any conflict in the interpretation and translation of these Terms and Conditions in any language, the English version of these Terms and Conditions shall prevail.

### 2. DEFINITION & INTERPRETATIONS

- 2.1 The following terms and expressions shall apply to these Terms and Conditions, unless the context requires otherwise:

**"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.

**"Account Enquiry"** refers to the request(s) made by you for the service which returns the name of the DuitNow ID owner registered in the NAD in order to access the DuitNow services through the AEON Wallet Application.

**"AEON Wallet Application"** refers to the Mobile Application that you use to access AEON Credit Services.

**"AEON Wallet Application Terms and Conditions"** refers to the terms and conditions of the AEON Wallet Application governing Electronic Banking/e-Money Services.

**"AEON Credit Website"** refers to our webpage which consists of further details of our AEON Credit Services which you can access through your Mobile Devices at any time.

**"AEON Credit Services"** refers to our facilities, products and services that are made available to you that can be accessed through the AEON Credit Website and/or the AEON Wallet Application.

**“AEON Credit Customer Service”** refers to our details as follows:

Email: [customer.service@aeoncredit.com.my](mailto:customer.service@aeoncredit.com.my)

**“BNM”** refers to Bank Negara Malaysia.

**“Business Days”** refers to any day from Monday to Friday on which we are open for business in Malaysia but does not include any public holiday.

**“DuitNow”** refers to an overlay service of Retail Payment Platform (as defined below), which includes DuitNow Transfer, DuitNow QR Service and DuitNow ID, which allows you to initiate and receive credit transfer.

**“DuitNow ID”** refers to 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 QR Service”** refers to the service owned by the DuitNow Operator which facilitates industry wide payments or transfers by scanning the QR code which complies with DuitNow National QR Code Standard.

**“DuitNow National QR Code Standard”** refers to the specification developed and managed by the DuitNow Operator for domestic interoperable QR use cases.

**“DuitNow Service Provider”** means FINEXUS Cards Sdn Bhd, the entity facilitating DuitNow services through its connection to the Real-Time Retail Payments Platform (RPP) operated by Payments Network Malaysia Sdn Bhd (PayNet).

**“DuitNow Transfer”** refers to the services which allows you to initiate and receive credit transfers using a recipient financial institution or EMI account number or DuitNow ID.

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

**“Dynamic QR Code”** refers to the QR Code that is generated on-demand and usually has an expiry date. Dynamic QR Code generally requires the recipient to key-in the amount of the payment or credit transfer.

**“EMI”** refers to e-money issuer, which refers to any person approved by BNM under section 11 of the FSA 2013, to issue e-money.

**“FSA 2013”** refers to Financial Services Act 2013, as may be amended from time to time.

**“NAD”** refers to the National Addressing Database which is a central depository established by the DuitNow Operator which links a financial institution or EMI account to a recipient’s DuitNow ID and facilitates payment to be made by us by referring to your DuitNow ID.

**“Pay-to-Account”** refers to a mechanism which allows individuals and/or companies to send funds to individuals and other businesses on a real-time basis with the receiving account details.

**“Pay-to-Proxy”** refers to a mechanism which allows individuals and/or companies to send funds to individuals and other businesses on a real-time basis, without the need for naming a beneficiary’s financial institution or EMI or any details of the account.

**“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..

**“Privacy Notice”** refers to our policies and principles pertaining to the collection, use and storage of your personal information, which can be found on the AEON Credit Website and/or the AEON Wallet Application, as amended from time to time.

**“QR”** refers to Quick Response in reference to QR use cases.

**“QR Code”** refers to a two-dimensional barcode that can be read using the camera of a smartphone or mobile device that is equipped with a QR reader.

**“Retail Payment Platform”** refers to the shared payment infrastructure developed and operated by the DuitNow Operator which facilitates payments and collections addressed using easily remembered proxies or by account numbers.

**“Static QR Code”** refers to the QR Code that is pre-generated for display and usually has no expiry. Static QR generally requires the payer/sender to key-in the amount of the payment or credit transfer.

- 2.2 Words importing the singular shall include the plural and vice versa.
- 2.3 Words importing the masculine gender shall include the feminine and neuter genders and vice versa.
- 2.4 All references to provisions of statutes include subsidiary legislation and all modifications, re-certification and re-enactment of or to such statutes and subsidiary legislations from time to time and for the time being in force.

### **3. DUITNOW ID**

- 3.1 The DuitNow services allow you to transfer an amount specified by you from your Account, to a financial institution or EMI account maintained by your recipient at a DuitNow participant via Pay-to-Account number and Pay-to-Proxy (Pay to DuitNow ID), or such other means as prescribed by us or the DuitNow Operator from time to time. It also allows you to receive incoming funds via DuitNow or any other payment services that address payments using your DuitNow ID.
- 3.2 In order for you to receive funds via DuitNow into your Account, you must first register and/or activate and link your DuitNow ID to your Account via the AEON Wallet Application. This would include the need for you to provide us with your DuitNow ID. You may link more than one of your DuitNow ID to the same Account.
- 3.3 You may update or change your DuitNow ID that is linked to your Account at any time via the AEON Wallet Application. We will require a reasonable notice period to effect such changes or updates.
- 3.4 You may deregister or deactivate your DuitNow ID that is linked to your Account at any time via the Wallet Application. We will require a reasonable notice period to effect such changes or updates.
- 3.5 When you initiate deregistration or deactivation, you will receive a notification from AEON Credit as soon as the deregistration or deactivation is confirmed.

- 3.6 We may deregister or deactivate your DuitNow ID that is linked to your Account under the following circumstances:
- a) you choose to transfer your existing DuitNow ID to another account in another financial institution or EMI;
  - b) the change or update of your DuitNow ID;
  - c) closure of the Account that is linked to the relevant DuitNow ID;
  - d) your mobile number which has been registered as your DuitNow ID has been terminated and/or recycled for use by another person; or
  - e) where, upon investigation, we find out and/or suspect that you or your DuitNow ID is potentially involved in any fraudulent activity(ies).

#### **4. DUITNOW SERVICES**

- 4.1 If you wish to send funds from your Account via DuitNow, you must initiate a payment by entering the recipient's financial institution or EMI account number or DuitNow ID in the AEON Wallet Application. We will verify the recipient's DuitNow ID in the NAD and if the DuitNow ID is active, we will display the name of such registered DuitNow recipient for your confirmation.
- 4.2 You are responsible for the correct entry of the recipient's DuitNow ID or the financial institution or EMI account number and the transaction amount by ensuring that the recipient's name displayed is the intended recipient of the funds and the transaction amount is the correct amount prior to confirming the DuitNow transaction.
- 4.3 We shall notify you on the status of each DuitNow transaction via the AEON Wallet Application.
- 4.4 The following additional terms apply to the DuitNow QR Service:
- a) The DuitNow QR Service allows you to transfer funds from your Account to your recipient account by scanning the recipient's QR Code and allows you to transfer funds to the recipient by generating your QR Code to be scanned by the recipient.
- 4.5 The AEON Wallet Application enables you to either perform a push payment by scanning a Static QR Code or a Dynamic QR Code displayed by the recipient, You acknowledge and agree that we shall have no duty and obligation and shall not be required to take any steps to verify or seek any other confirmation from any party as to whether such recipient is the intended recipient or to verify the transaction amount paid or to be paid by you matches the recipient's amount, and we shall not be liable for transferring the funds to such recipient even if such person is not the intended recipient.
- 4.6 Pursuant to Clause 4.5, you agree and understand that once a DuitNow transaction has been confirmed as successful, it will be deemed irrevocable and you will not be able to cancel, revoke, stop or perform any changes to that DuitNow transaction.

#### **5. MULTIPLE ACCOUNT ENQUIRY**

- 5.1 You are advised not to submit multiple "Account Enquiry" to us without a confirmed DuitNow transaction, be it the status of "successful", "pending" or "rejected". We shall not display the full name of the "Account Enquiry" upon five (5) consecutive Account Enquiry that are not followed with a confirmed DuitNow transaction.
- 5.2 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 services in the event in our absolute and sole discretion, we consider that any inappropriate, fraudulent or suspicious use is being made of the DuitNow services, such as where multiple "Account Enquiry" are submitted without a confirmed DuitNow transaction. You are advised to contact AEON Credit Customer Service if you face any issues relating to the above.

## **6. CUSTOMER'S INFORMATION**

- 6.1 You represent and warrant that the DuitNow ID used for registration in NAD belongs to you, is accurate, complete, correct and up-to-date for the use of the DuitNow services and you will promptly notify us if there is any change to the DuitNow ID information provided to us.
- 6.2 You acknowledge and agree that other NAD participating financial institutions or EMI may perform an NAD name enquiry for the purpose of verifying/identifying your name to your registered DuitNow ID, as part of facilitating the DuitNow services.
- 6.3 You hereby acknowledge and agree that:
- a) our rights to your Personal Data, information and DuitNow ID as well as our right to effect disclosure will be in accordance with our Privacy Notice, to anyone who is under an obligation to disclose information under the law or where it is in the public interest, for example, to prevent or detect fraud and abuse;
  - b) when you use DuitNow, we will disclose, use and process the relevant DuitNow ID for the purpose of facilitating the DuitNow services; and
  - c) we may disclose your DuitNow ID and other relevant Personal Data to the DuitNow Operator for its processing, storing, archival and disclosure to the sender of funds under the DuitNow services, our affiliates, service providers, other NAD participants and third parties offering the DuitNow services and their respective customers.
  - d) any disclosure of information that You have acknowledged and agreed to with us shall be in addition to, and without prejudice to, the rights accorded to You under the Personal Data Protection Act 2010 and any other applicable laws in Malaysia.

## **7. ERRONEOUS DUITNOW TRANSACTION**

- 7.1 If you have made an erroneous DuitNow transaction, you may request for recovery of the funds within ten (10) Business Days from the date the erroneous DuitNow transaction was made and we will work with the affected recipient's financial institution or EMI to return the said funds to you within seven (7) Business Days provided the following conditions are met:
- a) the funds were actually wrongly credited into the affected recipient's account; and
  - b) if funds have been wrongly credited, whether the balances in the affected recipient's account are sufficient to cover the funds recovery amount;
    - i. if the balances are sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and
    - ii. if the balances are not sufficient to cover the recovery amount, the erroneously credited funds may not be fully recoverable and the recipient's financial institution or EMI may partially remit the recoverable fund back to you.
- 7.2 For any request for recovery of funds between eleven (11) Business Days and seven (7) months from the date the erroneous DuitNow transaction was made, such request shall be subject to the following conditions:
- a) the affected recipient's financial institution or EMI is fully satisfied that funds were erroneously credited to the affected recipient; and
  - b) notification was delivered to the affected recipient in writing regarding the funds recovery requests whereby the erroneously credited funds would be recovered through debiting the affected recipient's 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 Days, if the affected recipient fails to establish their entitlement to the funds, the affected recipient's financial institution or EMI shall debit the affected recipient's account and remit the funds back to you.

- 7.3 For any requests to recover funds after seven (7) months from the date of the erroneous DuitNow transaction, such request shall be subject to the following conditions:
- a) the affected recipient's financial institution or EMI is fully satisfied that the funds were erroneously credited to the affected recipient;
  - b) the affected recipient's financial institution or EMI shall obtain from the affected recipient the decision whether to grant consent within ten (10) Business Days; and
  - c) once consent is obtained, the affected recipient's financial institution or EMI shall debit the affected recipient's account and remit the funds back to you within one (1) Business Day.

## **8. UNAUTHORISED OR FRAUDULENT DUITNOW TRANSACTION**

- 8.1 For DuitNow transactions that are not authorised by you or which are fraudulent, we will, upon receiving a report from you alleging that an unauthorised or fraudulent DuitNow transaction was made, remit the funds back to you provided the following conditions are met:
- a) we shall conduct an investigation and determine within fourteen (14) days, if the unauthorised or fraudulent payment did occur; and
  - b) 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 debits posted to your account arising from the unauthorised or fraudulent payment instruction would be reversed.

## **9. LIABILITY AND INDEMNITY**

- 9.1 You acknowledge and agree that, unless expressly prohibited by any written 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 services offered by us arising from:
- a) your gross negligence, misconduct, wilful default, fraud, or breach of any of these Terms and Conditions;
  - b) any erroneous transfer of funds by you, including any transfer of funds to the wrong DuitNow ID, wrong recipient or wrong third party, whether deliberately or otherwise;
  - c) any insufficiency of funds in your Account for us to process the DuitNow transaction;
  - d) the exceeding of your daily transfer limit;
  - e) any payment instruction given or purported to be given by you;
  - f) 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 AEON Wallet Application and the DuitNow Operator;
  - g) the suspension, termination or discontinuance of the DuitNow services; or
  - h) any unauthorised or fraudulent DuitNow transaction not caused by or attributable to us.
- 9.2 You shall indemnify, us, our affiliates, and the DuitNow Operator harmless from and against any claims, proceedings, actions, losses, damages, costs (including all legal costs on an indemnity basis), expenses or liabilities, whether foreseeable or otherwise, resulting or arising in connection with any fault, act or omission by you (including but not limited to your negligence, misconduct, wilful default, fraud or breach of any of these Terms and Conditions).

## **10. GENERAL**

- 10.1 We reserve the right to amend, change, restrict, vary, suspend or modify these Terms and Conditions including such fees and charges for the use of the DuitNow services, by providing you with twenty one (21) days' notice via the AEON Credit Website and/or AEON Wallet Application or in any manner as we deem fit. Where you continue to access or use the DuitNow services after

such notification, you shall be deemed to have agreed to and accepted such revisions to such charges.

- 10.2 ACSM will use reasonable efforts to maintain the availability of AEON Wallet Application. ACSM shall provide notice to customers of scheduled system maintenance and any prolonged service disruption.
- 10.3 You acknowledge that we may terminate your use of the DuitNow services with us for any reason, at any time and with prior notice.
- 10.4 You consent to the collection, use, process and disclosure of the Personal Data by us, our affiliates, our service providers and the DuitNow Operator, as required for the purposes of the DuitNow services and in accordance with our Privacy Notice.
- 10.5 These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and you irrevocably submit to the non-exclusive jurisdiction of the courts of Malaysia.
- 10.6 If any of these Terms and Conditions become invalid, illegal, or unenforceable, the invalid, illegal or unenforceable clause is to be treated as not having been included in these Terms and Conditions and the remainder of these Terms and Conditions shall continue to be effective and in force and shall not be affected in any way by the invalid, illegal or unenforceable clause.