



**Supplementary Terms and Conditions No. 5:
DuitNow Online Banking/Wallets Terms and Conditions**

The following DuitNow Online Banking/Wallets Terms and Conditions (“DuitNow OBW Terms”) govern the Customer (“you”, “your” or “yours”) who is utilising the DuitNow Online Banking/Wallets service (defined herein) as provided by **Al Rajhi Banking & Investment Corporation (Malaysia) Bhd (Registration No. 200501036909 (719057-X))** (“Al Rajhi Bank”, “we”, “our”, “ours” or “us”) and shall be read in conjunction with the applicable Al Rajhi Bank’s E-Banking Channel Terms and Conditions.

Definitions

“Account”	means all types of deposit accounts held with Al Rajhi Bank, except for the Term Deposit-i Accounts, linked to any Al Rajhi Bank’s E-Banking Channel. This shall include but is not limited to all types of savings accounts and current accounts. Accounts shall refer to one or more accounts as the context shall require.
“Business Day”	means any calendar day from Monday to Friday, except a public holiday or bank holiday in the Federal Territory of Kuala Lumpur.
“Customer”	means an individual, individuals or a corporate Customer whose name(s) the Account(s) is/are maintained with Al Rajhi Bank and to whom Al Rajhi Bank has agreed to provide E-Banking Channel services and where applicable, the Customer’s successors in title or legal representatives.
“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 as a means of making payment to any person other than the issuer of E-Money.
“Merchant”	means businesses registered with the Companies Commission of Malaysia, sole proprietors and partnerships, government agencies, statutory bodies, societies, and other similar entities.
“Non-Bank”	means an entity other than Bank that is either an Approved Issuer of a Designated Payment Instrument or a Registered Merchant Acquirer as defined in the Financial Services Act 2013 (FSA) or Islamic Financial Services Act 2013 (IFSA), an Authorised Financial Technology Provider or an Approved Statutory Body.
“DuitNow Online Banking/Wallets”	means a real time online payment service which enables Payers (either individual or corporate) to make secure online payments using their Mobile/Internet Banking Account to Merchants.
“DuitNow Online Banking/Wallets Owner and Operator”	means Payments Network Malaysia Sdn Bhd (Registration No.: 200801035403 [836743-D]).
“Payer”	An individual, sole-proprietors, government agencies or businesses that uses DuitNow OBW to make payment to Merchants for goods or services. Payers shall have an Account with Al Rajhi Bank to initiate payments to Merchants.
“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 contract details.
"Website"	means Al Rajhi Bank's website at https://www.alrajhibank.com.my and www.rize.com.my
1. Introduction	
1.1	These DuitNow OBW Terms apply to and regulate your use of the DuitNow OBW service offered by us. The DuitNow OBW service allows you to initiate payment instruction from your designated Al Rajhi Bank Account to a Merchant.
1.2	The DuitNow OBW service offered is part of Al Rajhi Bank's E-Banking Channel services and accordingly these DuitNow OBW Terms are in addition to and shall be read in conjunction with the applicable Al Rajhi Bank's E-Banking Channel Terms and Conditions.
2. DuitNow Online Banking/Wallets ("DuitNow OBW") Services	
2.1	If you wish to initiate payment instruction via DuitNow OBW, at the Merchant web or mobile device, select an Account to be used by us for deduction of funds for payments made via DuitNow OBW. Our mobile application also enables you to initiate payment instruction at the Merchant's web or on a mobile device.
2.2	You are responsible for ensuring that the transaction amount displayed on your mobile application screen is correct prior to confirming the transaction. The transaction amount displayed via the Merchant shall be deemed by us to be correct upon your confirmation of the transaction. Al Rajhi Bank is under no obligation whatsoever to verify that the amount paid by you matches with the Merchant's amount.
2.3	We will notify you on the status of each successful, failed or rejected DuitNow OBW transaction via Short Messaging Service ("SMS") (for individual Customers) or any of Al Rajhi Bank's available communication channels from time to time at Al Rajhi Bank's discretion.
2.4	You acknowledge and agree that Al Rajhi Bank 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 Merchant is the intended party to receive funds (i.e. the intended Recipient), and we shall not be liable for transferring the funds to such Merchant even if such Merchant is not the intended Recipient.
2.5	Pursuant to Clause 2.4 above, you agree that once a DuitNow OBW transaction has been confirmed, it will be deemed irrevocable and you will not be able to cancel, stop or perform any changes to that DuitNow OBW transaction.
3. Recovery of Funds	
3.1	You have rights in relation to the investigation and recovery of erroneous or mistaken DuitNow OBW transactions as stated in Clause 4 and unauthorised or fraudulent DuitNow OBW transactions as stated in Clause 5 made from your Account.
4. Erroneous / Mistaken DuitNow OBW Transaction	
4.1	If you have made an erroneous or mistaken DuitNow OBW transaction ("Erroneous Transaction"), you may request for recovery of the funds within ten (10) Business Days from the date the Erroneous Transaction was made and we will work with the affected Merchant's bank/ Non-Bank / E-Money issuer 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 Account;



	4.1.2	If funds have been wrongly credited, whether the balance in the affected Merchant's Account is sufficient to cover the funds recovery amount;
	4.1.2.1	If the balance is sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and
	4.1.2.2	If the balance is not sufficient to cover the recovery amount, the erroneously credited funds may not be fully recoverable.
4.2	If you have made an Erroneous Transaction and the request for recovery of funds is received by us between eleven (11) Business Days and seven (7) months from the date the Erroneous Transaction was made:	
	4.2.1	The affected Merchant's bank / Non-Bank / E-Money issuer is fully satisfied that funds were erroneously credited to the affected Merchant;
	4.2.2	The affected Merchant's bank / Non-Bank / E-Money issuer shall deliver notification to the affected Merchants in writing regarding the fund recovery requests whereby the erroneously credited funds would be recovered through debiting the affected Merchant's Account within ten (10) Business Days of the notifications unless the affected Merchant provides reasonable evidence that the affected Merchant is entitled to the funds in question. After fifteen (15) Business Days, if the affected Merchant fails to establish their entitlement to the funds, the affected Merchant's bank / Non-Bank / E-Money issuer shall debit the affected Merchant's Account and Al Rajhi Bank will remit the funds back to you.
4.3	If you have made an Erroneous Transaction and the request for recovery of funds is received by us after seven (7) months from the date the Erroneous Transaction was made, we will work with the affected Merchant's bank/ Non-Bank / E-Money issuer to return the said funds, provided the following conditions are met:	
	4.3.1	The affected Merchant's bank / Non-Bank / E-Money issuer is fully satisfied that funds were erroneously credited to the affected Merchant;
	4.3.2	The affected Merchant's bank / Non-Bank / E-Money issuer shall obtain from the affected Merchant the decision whether to grant consent within ten (10) Business Days; and
	4.3.3	Once consent is obtained, the affected Merchant's bank / Non-Bank / E-Money issuer shall debit the affected Merchant's Account and Al Rajhi Bank will remit the funds back to you within one (1) Business Day thereafter.
5. Unauthorised or Fraudulent DuitNow OBW Transaction		
5.1	For DuitNow OBW transactions which were not authorised by you or which are fraudulent, we will, upon receiving an official Malaysian Police report from you alleging that an unauthorised or fraudulent DuitNow OBW 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; and
	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 Online Banking/Wallets Owner and 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 OBW service offered by us arising from:
6.1.1	Your negligence, misconduct, or breach of any of these DuitNow OBW Terms; or
6.1.2	Insufficient funds in your Account for us to process the DuitNow OBW transaction; or
6.1.3	You have exceeded your daily transfer limit; or
6.1.4	Any erroneous transfer of funds by you, including any transfer of funds to the wrong Merchant or wrong third party; or
6.1.5	Any payment instruction given or purported to be given by you; or
6.1.6	The suspension, termination, or discontinuance of the DuitNow OBW service.
6.2	You shall indemnify, defend and hold Al Rajhi Bank, Al Rajhi Bank's affiliates, and the DuitNow Online Banking/Wallets Owner and Operator harmless from and against any claims, demand, actions, proceedings, actions, losses, damages, costs (including all legal costs on an indemnity basis), liabilities or expenses, whether foreseeable or not, resulting from or arising in connection with any fault, act or omission by you (including but not limited to your negligence, misconduct, fraudulent and/or breach of any of these DuitNow OBW Terms).
7. General	
7.1	You acknowledge that Al Rajhi Bank has the right to change, restrict, vary, suspend or modify these DuitNow OBW Terms, and charges for the use of the DuitNow OBW service at any time, with thirty (30) days prior notice to you by way of posting on our website or in any manner deemed suitable by us. Such revisions shall take effect from the date stated in the notice. Where you continue to access or use the DuitNow OBW service after such notification, you shall be deemed to have agreed to and accepted such revisions as aforementioned. Should you disagree with the new change(s) to the DuitNow OBW services, you may opt not to use the service or close the Account before the change happens.
7.2	You acknowledge that we may terminate your use of the DuitNow OBW service with us for any reason, with prior notice.
7.3	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 Online Banking/Wallets Owner and Operator as required for the purposes of the DuitNow OBW service.
7.4	If there is any inconsistency between these DuitNow OBW Terms and the applicable Al Rajhi Bank's E-Banking Channel Terms and Conditions, these DuitNow OBW Terms shall prevail to the extent that it relates to the use of DuitNow OBW service.
7.5	The Customer must not use the DuitNow OBW service for any Shariah non-compliance purpose.
7.6	For all intent and purposes, this DuitNow OBW Terms is intended to be Shariah compliant document in accordance with the relevant Shariah principles. Each Party has independently made its own assessment as to the Shariah compliance of this DuitNow OBW Terms. The Parties confirm that they do not have any objection as to the Shariah compliance of this DuitNow OBW Terms and they irrevocably and unconditionally



	agree that they will not raise any claim, objection as to matters of Shariah Compliance in respect of or otherwise in relation to any of the provisions of this DuitNow OBW Terms.
7.7	These DuitNow OBW Terms shall be construed in accordance with the laws of Malaysia and you agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.
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