

Please read the following before completing this form:

- > Complete this form to register for AGRONetBIZ Business Internet Banking.
- > For Small-Medium Business, the form must be signed by the Authorized Person in accordance with the account operating instructions.
- > For Private Limited, the form submission must be accompanied by Board of Directors Resolution Form.
- > Please submit this application form with all supporting documents to your Home Branch or to any nearest Agrobank branches.

For inquiry or assistance in completing this form, please call our Contact Centre 1 300 88 2476 or email vbopssupport@agrobank.com.my

*** Mandatory fields**

SECTION A. Company Details

Company Name *	Company Phone Number *	Company Fax Number *
Company/Business Registration Number *	Company Email *	
Business Type *	AGRONetBIZ Authorized Contact Person	
	1. Name (Mr/Ms/Mrs) * : _____ Designation : _____ NRIC / Passport No. * : _____ Mobile No. * : _____ Email Address * : _____	
Business/Registered Address *	2. Name (Mr/Ms/Mrs) * : _____ Designation : _____ NRIC / Passport No. * : _____ Mobile No. * : _____ Email Address * : _____	
	<p><i>The Authorized Person details will be used for AGRONetBIZ communication and AGRONetBIZ Security Token distribution.</i></p>	
Mailing Address * (if different from the above)		

Please tick (V) the box for the type of module and user access profile required

SECTION B. Type of AGRONetBIZ Access

- Inquiry Module ONLY
 Transactional Module (Inquiry included)

SECTION C. Type of User Access Profile

- Single User
 Multiple User

A Single User access will allow one authorized person to administer, initiate, and approve all transactions on behalf of the company.

Multiple User access allow to assign different person for different role and will be controlled by your Corporate Administrator.

Type of user roles available as below:

1. Corporate Administrator
2. Viewer
3. Initiator
4. Approver

Choose Token for Transactional Module :

- Security Token
 Mobile App Token

Please specify the number of Approver required for the issuance of AGRONetBIZ Security Token to be used for approving transactions via AGRONetBIZ : _____ **APPROVER(S)**

SECTION D. AGRONetBIZ Corporate Administrator

Please fill-in the name of your authorized Corporate Administrator(s) for AGRONetBIZ

- > Corporate Administrator will have the right to add, modify the User's Access Profile (including resetting User Password), function and transaction limits.
- > Corporate Administrator will be assigned a unique User ID by Agrobank to allow first time sign-on to AGRONetBIZ.
- > Corporate Administrator will be responsible to create the Corporate End-Users ID (Viewer / Initiator / Approver / Single User) and assign Security Token to Approver or Single User.
- > Your Corporate Administrator will be responsible to set the type of access (view or transact) and the transaction limit of Approver/Single User.

AGRONetBIZ CORPORATE ADMINISTRATOR DETAILS

1. Corporate Administrator Full Name (as per NRIC / Passport) *	Mobile Phone Number *	Email Address *
NRIC or Passport Number *		
2. Backup Corporate Administrator Full Name (as per NIRC / Passport)	Mobile Phone Number	Email Address
NRIC or Passport Number		

SECTION E. Account Details

Please list the Agrobank accounts (Deposit / Investment / Financing) that you would like to access via AGRONetBIZ

- > Only the listed account will appear in your AGRONetBIZ access.

Account Number	Home Branch
1.	
2.	
3.	
4.	
5.	

Debiting Account Number

The debiting account will be used by the Bank to debit any fees and transaction charges applicable for the use of AGRONetBIZ.

SECTION F. Notification of Financial Transaction & Non-Financial Transaction

Please tick (✓) one ONLY for Financial Transaction Notification *

Financial Transaction Notification				
Type of Notification	Person to Receive Notification			
	Approver	Initiator	Authorized Person	ALL
Email	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
SMS	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Email & SMS	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Access Fee & Transaction Charges	
Annual Fee (Inquiry Module)	FREE
Annual Fee (Transactional Module)	RM120.00
On-site Training Fee (if required additional)	RM100.00
Own Account Transfer	FREE
3rd Party Account Transfer	FREE
Interbank GIRO Transfer	RM0.10
Bill Payment	RM1.00

Please tick (✓) one ONLY for Non-Financial Transaction Notification *

Non-Financial Transaction / Notification Alert	
<input type="radio"/> SMS	Authorized Person only
<input type="radio"/> Email	Authorized Person only
<input type="radio"/> Email	Approver, Initiator & Authorized Person
<input type="radio"/> Email & SMS	Authorized Person only
<input type="radio"/> Email & SMS	Approver, Initiator & Authorized Person
<input type="radio"/> Email & SMS	SMS to Authorized Person ; Email to Approver, Initiator & Authorized Person

AGRONetBIZ Security Token	
Security Token	FREE
Replacement Token	RM70.00

Notification	
Email	FREE
SMS	FREE

SECTION G. Authorization Condition & Declaration

I / We hereby

- Confirm our acceptance as per the terms & conditions for the AGRONetBIZ Business Internet Banking.
- Confirm that all information provided by us in this Application Form are true, correct and not misleading.
- Confirm that I / We are duly authorized and appointed by the Company to operate all aspect of the Company's account from time to time with the Bank by the relevant and applicable Board(s) of Resolution.
- Authorize the Bank to debit the account for fees and charges.
- Confirm that I/We hereby give my/our consent for Agrobank to process my/our personal data/information in relation to this application and to process my/our personal data pursuant to Personal Data Protection Act 2010 **.

Authorized Person Signatory *** and Company Stamp (Chop)
 Name : _____
 Designation : _____
 NRIC / Passport No. : _____
 Date : _____

Authorized Person Signatory *** and Company Stamp (Chop)
 Name : _____
 Designation : _____
 NRIC / Passport No. : _____
 Date : _____

** : Kindly complete on Opt-Out Form provided if you do not wish to give your consent to the processing of your personal data for any other purposes.

*** : Authorised Person(s) signature as per Circular Resolution/Board Resolution for subscription of Business Internet Banking Services offered by Agrobank.

SECTION H. AGRONetBIZ Welcome Pack Collection Branch

Please specify the preferred branch location for collection of your AGRONet Welcome Pack:

SECTION I. Document Checklist for Application Submission

Please ensure the following:

- complete the application form
- submit certified true copy by Company Director or Company Secretary for NRIC of Corporate Administrator
- submit certified true copy by Company Secretary for Circular Resolution/Board Resolution for subscription of Business Internet Banking services offered by Bank Pertanian Malaysia Berhad for company registered under ROC and Statutory Body.
- submit certified true copy by Company Secretary for Form 24 and Form 49 for company registered under ROC.
- submit Form B for company registered under ROB.

Please send the completed form to your primary account home branch or any nearest Agrobank branch for processing

SECTION J. FOR HOME BRANCH USE ONLY

Company CIF No. : _____
 Checked By (Officer) : _____
 Designation : _____
 Branch Name : _____
 Date : _____

Verified By (Branch Manager) : _____
 Designation : _____
 Branch Name : _____
 Date : _____

Signature : _____

Signature : _____

Official Stamp

Official Stamp

ADDENDUM TO AGRONetBIZ BUSINESS INTERNET BANKING APPLICATION FORM

SECTION K. Subscription to Additional Services of AGRONetBIZ (Optional)

Company Name : _____

Please tick (✓) Additional Services of AGRONetBIZ required

<input type="radio"/>	Bulk Payment
<input type="radio"/>	Payroll
<input type="radio"/>	Standing Instruction
<input type="radio"/>	Auto-Sweep Funds
<input type="radio"/>	DuitNow QR ** Mobile No. (for SMS notification): _____ Account No. : _____ Email Address: _____ Company Name to be displayed at DuitNow QR: _____ _____ _____ ** : Customer is required to acknowledge DuitNow QR Terms & Conditions.

Additional Services of AGRONetBIZ Charges	
Annual Fee (Bulk Payment / Payroll)	RM20.00/module
Bulk Payment (per Transaction)	RM1.00
Payroll (per Transaction)	RM1.00
Standing Instruction (per Transaction)	RM1.00
Auto-Sweep Funds	RM1.00
DuitNow QR	FOC

CUSTOMER SIGNATURE

Authorized Person Signatory *** and Company Stamp (Chop)

Name : _____

Designation : _____

NRIC / Passport No. : _____

Date : _____

Authorized Person Signatory *** and Company Stamp (Chop)

Name : _____

Designation : _____

NRIC / Passport No. : _____

Date : _____

***** : Authorised Person(s) signature as per Circular Resolution/Board Resolution for subscription of Business Internet Banking Services offered by Agrobank.**

FOR HOME BRANCH USE ONLY

Company CIF No. : _____

Checked By (Officer) : _____

Designation : _____

Branch Name : _____

Date : _____

Signature : _____

Verified By (Branch Manager) : _____

Designation : _____

Branch Name : _____

Date : _____

Signature : _____

Official Stamp

Official Stamp

Declaration and Acknowledgment by Merchant

- (i) I/We confirm that all information given above is true and correct.
- (ii) I/We hereby authorise Agrobank to verify the information from whatsoever source and means that Agrobank considers appropriate.
- (iii) I/We hereby consent to Agrobank an irrevocable authorisation for Agrobank to disclose or release information pertaining to this application for the purpose of Agrobank DuitNow QR Merchant registration.
- (iv) I/We hereby undertake to indemnify all, or any actions carried out by Agrobank pursuant to our consent and authorisation given herein and undertake to release Agrobank from all its responsibilities in connection with or arising from such disclosure.
- (v) I/We agree to notify Agrobank in writing immediately of any changes to the above information.
- (vi) By signing this DuitNow QR Merchant Application Form, I/we, hereby acknowledge that I/we have read and understood, and I/we accept and agree to be bound by the terms and conditions of Agrobank DuitNow QR for Merchant.

Terms & Conditions

AGROBANK DuitNow QR APPLICATION Terms and Conditions – For Merchant (“Terms and Conditions”)

DuitNow QR is provided as part of AGROBANK’s mobile application (“Application”) service. This Terms and Conditions shall govern your usage of DuitNow QR and shall be read together with: -

- (i) TERMS AND CONDITIONS OF AGROBANK ON INTERNET BANKING SERVICE,
- (ii) PERSONAL DATA PROTECTION ACT 2010 NOTICE; and

any other applicable terms and conditions governing all the products and services of AGROBANK.

Please read this Terms and Conditions as well as the terms conditions abovementioned carefully as they apply and regulate your use of AGROBANK DuitNow QR Service (“DuitNow QR”). It is important that you read and understand the terms and conditions carefully as it highlights amongst others, your responsibilities, the operations, and possible risks in using DuitNow QR.

By agreeing, accessing, and/or utilizing AGROBANK DuitNow QR or any page or part thereof, whether via the mobile and/or any other available electronic medium, it shall be deemed that you have expressly consented and agreed to be bound by this Terms and Conditions.

Where there is a conflict between this Terms and Conditions with the other applicable terms and conditions, this Terms and Conditions shall prevail to the extent of such contradiction. You hereby agree that in addition and without prejudice to any provisions herein, this Terms and Conditions shall be governed by and subjected to the rules, regulation, and guidelines from time to time issued by Bank Negara Malaysia and other relevant bodies made pursuant to applicable laws.

From time to time, we may need to revise this Terms and Conditions, in which case we will, subject to giving Twenty-One (21) days prior notice communicate the revision via such mode as AGROBANK deems appropriate. Your continued use of DuitNow QR after any such revision will be deemed as acceptance of those changes.

If you choose NOT to accept these terms and conditions or any of its revisions, please do not proceed and immediately discontinue your access and/or use of AGROBANK DuitNow QR.

1. Definitions

The following definitions apply unless otherwise stated: -

“Access Codes” refers to Username and/or Password and/or such other confidential authentication information that is required to access and/or use AGROBANK DuitNow QR, whether in the form of words, codes, numbers, sets of characters or biological input or such other form or combination thereof, as may be prescribed by AGROBANK from time to time.

“Account” refers to Merchant’s AGROBANK savings and/or current account.

“AGROBANK” refers Bank Pertanian Malaysia Berhad and includes its successors in title and assigns.

“AGROBANK DuitNow QR Application” (“Application”) refers to the DuitNow QR banking application downloaded from the authorized Application stores approved by AGROBANK.

“AGROBANK QR Promotion” refers to the promotions created by AGROBANK for Buyers.

“AGROBANK DuitNow QR Services (“QR Services”)” refers to the services available to Merchant and Cashier. Customers may access the Application upon the correct input of their Access Codes. The services offered includes amongst other features such as DuitNow QRs, Manage DuitNow QR, Generate QR Codes and Manage QR Promotions.

“Biometric Authentication” (“Biometric”) refers to a user identity verification process that involves a biological input or the scanning or analysis of some part of the body which includes but not limited to Fingerprint scanning (known as Quick Touch), Face ID and Voice ID.

“Buyer” refers to a customer who makes DuitNow QR to a Merchant or Cashier for purchase of goods and/ or services via the AGROBANK Mobile Banking application. “Buyer DuitNow QR Services” refers to the DuitNow QR features offered on Buyer’s AGROBANK Mobile Banking Application.

“Cashier” refers to the person who is given authority by a Merchant to generate QR Codes and receive DuitNow QRs from the Buyer on behalf of the Merchant. Payments received via DuitNow QR goes into the Merchant’s account.

"Customers" refers to both Merchant(s) and Cashier(s).

"DuitNow QR Profile" refers to the Merchant's or Cashier's profile created for access to AGROBANK DuitNow QR Application.

"DuitNow QRs" refers to payments made using Buyer's DuitNow QR Application to the Merchant or Cashier. Buyer makes payment by scanning the Merchant's or Cashier's QR code and payment will be deducted from the Buyer's account and paid directly into the Merchant's Account.

"Merchant" refers to the person who registers to become a AGROBANK DuitNow QR merchant and receives DuitNow QRs for good and services from Buyer through AGROBANK DuitNow QR. Merchant is referred to as the 'Manager' on AGROBANK DuitNow QR Application with administrative control over the Application.

"Mobile Device(s)" refers to the mobile phone or such other communication device which is used to access the AGROBANK DuitNow QR services.

"Network Service Provider" refers to any Internet service provider providing connection to the Internet

"Password" refers to the AGROBANK internet banking password which is used for authentication and must be keyed in by Customers to access their AGRONetBIZ.

"QR Promotion" refers to promotion(s) created by Merchant using AGROBANK DuitNow QR Application. These promotions are made available on Buyer's Mobile Banking Application.

"QR Codes" refers to 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 2 types of QR codes, Static QR Code and/or Dynamic QR code.

"QR Code – Static" refers to a fixed and unchangeable code produced by Merchant which ONLY has the Merchant's account details embedded within the code. Static QR Code can be scanned repeatedly. Buyer is required to enter the amount when making DuitNow QRs using Static QR code.

"QR Code - Dynamic" refers to a unique and changeable code produced by Merchant which has the Merchant's account details and transaction information embedded within the code. Dynamic QR code can only be scanned once. Buyer does not need to enter the amount when making DuitNow QRs using Dynamic QR code.

"Third Party" refers to other bank(s) that is not part and /or affiliated to AGROBANK and/or network service provider and/or telecommunication operators.

"Username" refers to a unique name made up of a string of characters chosen by Merchant which must be keyed in by Customers to access the AGROBANK DuitNow QR Application. The Username is used to associate with the right profile within the Application.

2. AGROBANK DUITNOW QR SERVICES

2.1 Account and Information

2.1.1 Account Information

Merchant is to select their OWN AGROBANK Account. This account will be used by AGROBANK for receipt of DuitNow QRs from the Buyers to Merchant and Cashier(s). The Merchant further agrees that AGROBANK is entitled to debit the Merchant's Account for service charges and/or any other related charges in relation to AGROBANK DuitNow QR Services. Merchant is prohibited from using any other account which does not belong to Merchant.

AGROBANK does not warrant the accuracy of any information pertaining to the Merchant's Account(s), or transactions as reported through AGROBANK DuitNow QR Services due to time delays, glitches, and other similar system delays and/or errors that may occur. Customers are advised to regularly review any alerts, statements or notices issued or made available by AGROBANK, to ensure that there are no errors, irregularities, discrepancies, claims or unauthorised items or transactions, regularly and from time to time.

2.1.2 Personal and Business-Related Information

The Merchant must be 18 years of age or above and must provide true, correct, and accurate information to AGROBANK in relation to their Personal and Business which includes but not limited to information pertaining to their Name, NRIC, Mobile Number, Nationality, Address, Nature of Business, Business Name, Account and Cashier.

In the event there are any changes to the information, the Merchant shall update the information by contacting AGROBANK Contact Centre and/or notify AGROBANK immediately by means acceptable to AGROBANK.

2.1.3 The Merchant acknowledge that AGROBANK shall not be liable, and Merchant shall indemnify AGROBANK for any loss or damage that may arise due to Merchant's failure or by in keeping AGROBANK updated as to any changes to information including but not limited to information as specified in 2.2.1 and 2.2.2.

2.2 Merchant and Cashier shall observe all security measures prescribed by AGROBANK from time to time relating to DuitNow QR services over their Username, PIN, and mobile devices from falling into the wrong hands.

Merchant and Cashier must take all reasonable precautions and diligence to prevent any unauthorized use of their QR Pay and their mobile devices including but not limited to the following measures: -

- enable lock on their mobile devices
- not keep any written record of Access Codes on, with or near their Mobile Devices;
- not display or to allow another person to see the Access Codes during Access Codes entry;
- not use the Access Codes negligently or recklessly which will contribute to or cause losses from any unauthorised DuitNow QR transaction by any Third Party;
- avoid using date of birth, identity card number or mobile number as the Access Codes;
- check the Account details and transactions and report any discrepancy without undue delay

- log out from the Application properly after use and not leave their Mobile Devices unattended.
- ensure correct profile is used when using the DuitNow QR Application
- At no time and under no circumstances shall the Customer reveal his/her Username and/or PIN to anyone including to any of AGROBANK's staff.

Should Merchant and Cashier have any reason to believe that any of their Access Codes have been misused and/or compromised by disclosure, discovered or howsoever, they must inform AGROBANK immediately and/or take the necessary steps to change and recreate new Access Code.

Merchant and Cashier agree that AGROBANK has the right to invalidate their Access Codes for breach or potential breach of any terms herein, or of any laws and/or regulations and/or to ensure or maintain the security of AGROBANK DuitNow QR Services and its users where AGROBANK deems appropriate. They shall not hold AGROBANK liable for any loss or damage suffered because of such invalidation of their Access Codes.

2.3 Merchant's Obligations

Merchant must use the DuitNow QR Services responsibly and not use it for any unlawful activities. - Merchant must have good title or ownership over the products and services they offer to Buyers. - Merchant will be responsible and held accountable for the conduct of their Cashier(s). Merchants have a duty to educate their Cashier(s) on the Terms and Conditions of AGROBANK QR Pay Mobile Application and its related Services especially in relation to the Cashier's responsibilities, DuitNow QR operations and possible risks in using DuitNow QR.

2.4 Restricted Activities

Merchant and Cashier have a duty to ensure the information provided and activities conducted through DuitNow QR Services shall NOT:

- be false, inaccurate or misleading;
- be fraudulent or involve the sale of counterfeit or stolen items;
- consist of providing illegal money lending;
- be related in any way to any type of gambling and/or gaming activities;
- violate AGROBANK's Acceptable Use Policy;
- infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy;
- violate any law, statute, ordinance, contract, or regulation (including, but not limited to, those governing financial services, consumer protection, unfair competition, antidiscrimination, or false advertising).
- be defamatory, trade libel, unlawfully threatening or unlawfully harassing;
- be obscene or contain pornography;
- contain any viruses, Trojan horses, worms, time bombs, cancel bots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information;
- facilitate the sale of counterfeit goods;
- cause AGROBANK to receive excessive complaints regarding your account or business;
- present to AGROBANK a risk of non-compliance with AGROBANK's anti-money laundering obligations (including, without limitation, where we cannot verify your identity).
- non-shariah compliant activity/business.

If there is any use or attempt to use the QR Services for any type of unlawful purposes (including but not limited to the above) Merchant and Cashier's access to DuitNow QR will be terminated. Merchant and Cashier may be subjected to damages and other penalties, including criminal prosecution where available.

2.5 DuitNow QR Promotion:

The responsibility and accountability of Merchant's DuitNow QR Promotion shall be borne by Merchant. Merchants agree to take all reasonable steps to ensure all content and terms stated in Merchant's DuitNow QR Promotion are correct and fair and is in NO way violating any rules and laws of Malaysia and/or causing any harm, offense and / or discrimination to the Buyers or the general public. AGROBANK plays no part in Merchant's DuitNow QR Promotion creation and shall not be liable for any misrepresentation of Merchant's QR Promotion.

Should the Customers have any reason to believe that their Static QR Code has been tampered by any persons, the Merchant shall immediately reprint and replace the tampered Static QR Code. Merchants acknowledge and agree that they may be contacted by Buyers in relation to the QR Promotion offered.

2.6 Payment Terms:

Merchant agrees and accepts that any instructions given by Merchant in respect of the Merchant's Account(s) or any other transaction, using AGROBANK DuitNow QR Services shall always be subject to such limits and conditions as may be fixed or specified by AGROBANK from time to time at its absolute discretion.

2.7 Handling Disputes

Should there be any disputes (such as, disputes over the amount paid due to errors or mistakes by either the Merchant and/or Cashier and the Buyer), the settlement of such disputes shall be between the Buyer and Merchant and/or Cashier. AGROBANK will NOT revoke and/or reverse any successful DuitNow QRs or play any part in the outcome or dispute settlement between the Buyer and Merchant and/or Cashier.

AGROBANK shall not be held responsible amongst others for disputes arising from: -

- 1.the Buyer not receiving any goods or services from the Merchant and/ or Cashier.
- 2.the Merchant and /or Cashier not being contactable
- 3.any wrongful or miscommunication between the Merchant and /or Cashier and Buyer.
- 4.any wrong / fraudulent / unauthorized payment.

2.8 AGROBANK reserves the right: -

- to conduct an inspection of the Merchant's outlet or business premises; and/or
- to require the production of documents evidencing the Merchant's identity and business activities, for the purpose of compliance to AGROBANK's Internal policy and/or procedures, laws, and regulations and/or for any other reasons AGROBANK deems fit.

2.9 AGROBANK reserves the right to add, modify or remove any DuitNow QR features at its absolute discretion from time to time as it sees fit by providing prior notice.

2.10 Notwithstanding and without prejudice to the generality of the clauses in these Terms and Conditions, Merchant and Cashier shall expressly agree that the use of QR Pay is at his own risk and shall assume all risk incidental to or arising out of the use of Service.

3. AUTHORISATION

3.1. The Customers hereby authorise AGROBANK to comply with all instructions given by them via the use of their respective Access Codes, and such instructions are deemed to be Instructions properly authorised by the Customers even if they may conflict with any other mandate given at any time concerning the Customers' Account(s) or affair(s).

3.2. The Customers agree that such instructions shall be binding on the Customers upon its transmission to AGROBANK and the instructions cannot be changed or withdrawn without AGROBANK's consent and that AGROBANK is not further obliged to check the authenticity of such instructions.

4. INSTRUCTIONS

4.1. The Customers hereby agree that it is the Customers' responsibility to review AGROBANK's alerts, statements and records of the instructions, communications, operations, or transactions made or performed, processed or effected through AGROBANK DuitNow QR Services and/or Application in a timely manner and on a regular basis.

4.2. Should the Customers have any reason to believe that an instruction has not been accurately or completely received by AGROBANK, the Customers shall officially and immediately inform AGROBANK by any means without delay after transmission of the relevant Instruction(s).

4.3. AGROBANK will NOT carry out Instructions to revoke and/or reverse successful DuitNow QRs. Should Customers have any queries regarding DuitNow QRs received, AGROBANK will, on best effort basis, provide clarity or carry out investigation upon Customers' request but is under no obligation to do so.

4.4. AGROBANK reserves the right at its discretion, to refuse to carry out any of the Customers' instructions where the Customers' instructions are inconsistent with AGROBANK's policy or laws or for any other reasons.

4.5. Where the Customers give Instructions to AGROBANK to effect transactions in relation to AGROBANK DuitNow QR Services, the Customers shall provide accurate and complete details as required by AGROBANK.

4.6. AGROBANK shall not be liable for any failure, delay or shortcoming by any Third-Party Banks howsoever caused with whom the Merchant has accounts or otherwise when they are executing AGROBANK's instructions to them.

4.7. The Customers agree that all Instructions issued by the Customers, though in electronic form are deemed valid and binding and the Customers agree not to dispute or challenge the validity or enforceability of any Instruction on the grounds that it is made in electronic form.

5. SERVICE AVAILABILITY

5.1. AGROBANK DuitNow QR Services is intended to be available 7 days a week, 24 hours a day. Customers acknowledge that there may be:
(i) Daily downtime where AGROBANK carries out maintenance over its systems and equipment; and/or
(ii) Occasional downtime due to any other unforeseen interruption beyond AGROBANK's control.

5.2. AGROBANK shall not be liable for the occurrence of any such downtime and/or interruption. Nevertheless, AGROBANK will use reasonable efforts to inform Customers of any interruption.

5.3. Further, where a transaction involves access or use of Third-Party systems and services, Customers acknowledge that the operating hours will depend on the availability of those systems.

6. CONFIDENTIALITY

Should the Customers receive any data and information through AGROBANK DuitNow QR Services and/or Application which is not intended for the Customers, the Customers agree that all such data or information shall be deleted immediately and that the Customers shall immediately notify AGROBANK by any means without delay.

7. DISCLOSURE OF CUSTOMERS' INFORMATION

7.1. AGROBANK and each of its affiliates agree not to disclose to third parties, any financial information relating to the affairs or account(s) of the Customers, that the Customers have provided or that AGROBANK and/or its affiliates have obtained about the Account(s) and the transactions thereunder unless it is:

- (i) to comply with a court order or directive or request made by an enforcement agency in Malaysia under any written law for the purposes of investigation or prosecution of an offence under any written laws
- (ii) required by the Inland Revenue Board of Malaysia under section 81 of the Income Tax Act 1967 for purposes of facilitating exchange of information pursuant to taxation arrangements or agreements having effect under section 132 or 132A of the Income Tax Act 1967.
- (iii) in relation to the performance of any supervisory duties by a relevant authority outside Malaysia which exercises functions corresponding to those of Bank Negara Malaysia under the Financial Services Act 2013 or the Islamic Financial Services Act 2013 or the Development Financial Institutions Act 2002;
- (iv) in relation to the conduct of centralised functions, which include audit, risk, management, finance or information technology or any other centralised function within AGROBANK (where applicable);
- (v) in relation to a due diligence exercise approved by the board of directors of AGROBANK in connection with corporate exercises, merger and acquisition, capital raising exercise or sale of assets or whole or part of business;

- (vi) for the performance of functions of AGROBANK which are outsourced;
- (vii) to offer other products and services of AGROBANK's affiliates and other third-party service providers where the Customers have consented to the same

7.2. Except as otherwise expressly stated in this Terms and Conditions and to the extent permitted under laws and regulations, the Customers understand that while AGROBANK shall use its best endeavors to ensure that all information transmitted or received using AGROBANK DuitNow QR Services is secure and cannot be accessed by unauthorised third parties, AGROBANK does not warrant the security of any information transmitted or received by the Customers using AGROBANK DuitNow QR Services.

7.3. In addition, Customers are advised to review AGROBANK's Privacy Notice from AGROBANK website which is accessible at www.agrobank.com.my.

8. LIMITATION OF LIABILITIES

8.1. The Customers acknowledge that AGROBANK make no warranties of any kind with respect to AGROBANK DuitNow QR Services and/or Application, whether express or implied, including but not limited to merchantability or fitness for a particular purpose except as otherwise expressly stated in this Terms and Conditions. To the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies) AGROBANK expressly disclaims liability with respect to any delays, failure, or error in the Customers' use of the AGROBANK DuitNow QR Services and/or Application.

8.2. AGROBANK SHALL IN NO EVENT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF SAVINGS, LOSS OF OPPORTUNITY, BUSINESS INTERRUPTION OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES INCURRED OR SUFFERED BY YOU OR ANY OTHER PERSON AS A CONSEQUENCE OF ACCESSING OR USING THE AGROBANK QR PAY SERVICES AND/OR APPLICATION, EXCEPT SUCH LOSS OR DAMAGES WERE DIRECTLY CAUSED BY THE BANK'S GROSS NEGLIGENCE, WILFUL DEFAULT OR FRAUD.

8.3. Due to the nature of AGROBANK DuitNow QR Services and/or Application, and except as otherwise expressly stated in this Terms and Conditions and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies), AGROBANK shall not be responsible for any loss of or damage to the Customers' data, software, equipment, network access or other equipment used to access AGROBANK DuitNow QR Services and/or Application. This includes any unauthorised use and/or intrusion, interference or attack by any person, virus, Trojan Horse, worm, macro or other harmful components or deleterious programs or files.

9. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS

9.1. The Customers acknowledge that all proprietary rights and intellectual property rights in AGROBANK DuitNow QR Services and/or Application provided hereunder belongs to AGROBANK always.

9.2. Other than information related to the Customers' Accounts, all content available on AGROBANK DuitNow QR Services and/or Application (including its arrangement) is the property of AGROBANK or Third Parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights.

9.3. The Customers' usage of AGROBANK DuitNow QR Services and/or Application does not grant the Customers a license or right to use the trademark, service mark, copyright, patent, or any other intellectual property right whether formally protected, applied for or otherwise, of AGROBANK DuitNow QR Services and/or Application provided thereunder without the express written approval of AGROBANK. In addition, the Customers' usage of AGROBANK DuitNow QR Services and/or Application does not grant the Customers a license or right to use any Third-Party trademark without the express written approval of the Third-Party possessing rights to such trademark.

10. FEES AND CHARGES

10.1. The Customers acknowledge that AGROBANK shall, subject to giving the Customers twenty-one (21) days prior notice, be entitled to levy or impose service charges or transaction fees and/or revise them from time to time in respect of the Customers' use of or access to AGROBANK DuitNow QR Services or any part thereof.

10.2. The service charges or transaction fees may be varied from time to time at the absolute discretion of AGROBANK.

10.3. The Customers acknowledges and responsible for all charges imposed by service providers in enabling Buyers to access and/or connect to AGROBANK DuitNow QR Services and/or Application. The Buyers are also responsible for any fees and charges imposed by any Network Service Provider.

10.4. Subject to the Account terms of the Merchant's Account(s), the Merchant acknowledges that AGROBANK reserves the right to debit the Merchant's relevant Account(s) for any amounts and any applicable Government charges or taxes payable because of the use of AGROBANK DuitNow QR Services.

11. INTERNATIONAL USE

11.1. Customers shall NOT carry out business and use AGROBANK DuitNow QR Services and/or Application outside of Malaysia.

11.2. Customer shall be liable and responsible for any misconduct or misuse of AGROBANK DuitNow QR Services and/or Application outside of Malaysia's jurisdiction.

12. GENERAL

12.1. The Customers hereby agree to examine all AGROBANK's alerts, statements (including e-Statements) and records of the Instructions, communications, operations or transactions made or performed, processed or effected through AGROBANK DuitNow QR Services and/or Application regularly and in a timely manner and the Customers hereby undertake to notify AGROBANK immediately and without delay and in any case, no later than thirty (30) days from the date of receipt of the alerts, statements and records of any such errors, irregularities, discrepancies, claims or unauthorised items or transactions. The Customers acknowledge that the Customers' failure or delay providing such notification forthwith shall be deemed as the Customers conclusive agreement and acceptance that all matters contained in the alerts, statements and records are true and accurate in all respects and shall be binding on the Customers for all purposes and conclusive evidence of the transaction. The Customers hereby agree that all such records are admissible in evidence and that the Customers shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and hereby waive any of the Customers' rights (if any) to so object.

12.2. Any Instructions transmitted by the Customer after the relevant cut-off time on any day shall be posted in the books and records of AGROBANK on or for the next business day following the date of the Instruction.

12.3. The Customers shall not be entitled to use AGROBANK DuitNow QR Services, if there exist any restrictions whatsoever in relation to the Merchant's Account(s) either imposed by AGROBANK or by any relevant authorities.

12.4. The provisions of AGROBANK's Self Service Terminals and all computer devices and/or terminals (Property) available for the Customers use at our branches are specially for the Customers use and access of AGROBANK webpage only and the Customers

shall not use the Property for or in connection with any illegal purpose or activity.

13. SUSPENSION OR TERMINATION

- 13.1. Notwithstanding anything herein to the contrary, AGROBANK may at any time, suspend or terminate the Customers' right of access to AGROBANK DuitNow QR Services and/or Application or any part thereof or of any medium it is made available under, for the breach or potential breach of any terms herein, laws and/or regulations and/or to ensure or maintain the security of AGROBANK DuitNow QR Services and/or Application and its users where AGROBANK deems appropriate.
- 13.2. AGROBANK shall automatically terminate the Customers' right of access to AGROBANK DuitNow QR Services and/or Application should the Customers fall into any blacklisted and/or negative reports, cease to maintain any Account(s) with AGROBANK or Third Party Bank or should the Customers access to such Account(s) be restricted by AGROBANK or any other party for the breach or potential breach of any terms herein, or of any laws and/or regulations and/or to ensure or maintain the security of AGROBANK DuitNow QR Services and/or Application and its users where AGROBANK deems appropriate.
- 13.3. The Merchant may terminate its usage by deleting the Application and cease access or usage of AGROBANK DuitNow QR Services.
- 13.4. Notwithstanding the instances as stated above, AGROBANK reserves the right to terminate the Customers access to AGROBANK DuitNow QR Services and/or Application without assigning any reason thereto.
- 13.5. The Customers acknowledge that termination shall not affect the Customer's liability or obligations in respect of instructions provided to and/or processed by AGROBANK on the Customers' behalf.

14. INDEMNITY

- 14.1. The Customer hereby agree to be liable for and to fully indemnify and keep AGROBANK fully indemnified from and against any and all claims, losses, liabilities, cost and expenses (including but not limited to any legal fees) arising directly or indirectly or which may arise out of: (i) the Customers' breach or violation of these Terms and Conditions or any Third Party rights; (ii) the Customers' use or purported use of AGROBANK DuitNow QR Services and/or Application; (iii) the Customers' fraudulent acts; (iv) the Customers' disclosure of Access Codes to any other person or in any emails or on other websites; (v) the Customers' failure to take reasonable steps to always keep the Access Codes private and/or secure; (vi) the Customers' failure to report a breach, disclosure, or compromise of the Access Codes as soon as reasonably practicable upon being aware of the breach or loss respectively; (vii) AGROBANK discharging a mandate provided by the Customers. (viii) AGROBANK carrying out instructions provided by the Customers via any of their Access Codes; (ix) AGROBANK enforcing its rights against the Customers; or (x) AGROBANK complying with any court judgment or any court order, or any decree or directive or order whether having the force of law issued by any legally constituted tribunal body entity or authority, arising from any court actions or court proceedings or from any other proceedings, actions or claims other than that of a court and which are applicable to or directed to or in any way related to the Customers.
- 14.2. The Customers' liability and obligation to indemnify hereinabove however shall not apply to the extent that the same arises from:
 - (i) a technical breakdown or proven deficiency in the systems and equipment under the full control of AGROBANK.
 - (ii) a proven weakness or vulnerability in the security features and controls adopted by AGROBANK.
 - (iii) transaction(s) that occurred after AGROBANK has been notified by the Customer of an unauthorised transaction or of the breach, disclosure or compromise of any of its user(s)' Access Codes, provided that the said breach, disclosure or compromise was not due to the Customer's own act or omission or the acts or omission of persons or entities under its control; (iv) transaction(s) that occurred immediately prior to AGROBANK being notified by the Customers of the unauthorised transaction or of the breach, disclosure or compromise of any of its user(s)' Access Codes provided that the said breach, disclosure or compromise of the Access Codes was not due to the Customers' own act or omission (or the acts or omission of persons or entities under its control) and that the notification was made forthwith and without delay; and
 - (iv) transaction(s) that occurred prior to the Customers' receiving any Access Codes in relation to the transaction; or
 - (v) where applicable, Access Codes that are forged, faulty, expired or cancelled if they are not due to the Customers' own acts or omissions or the acts or omission of persons or entities under its control.

15. NOTICES

- 15.1. The Customers hereby consent to all notices and other communications which concern AGROBANK DuitNow QR Services and/or Application are required under these Terms and Conditions, to be given by AGROBANK in any one of the following manners:
 - (i) By ordinary post to the Merchant's last address in AGROBANK's records and such notification shall be deemed received two (2) days after posting.
 - (ii) By electronic mail to the Merchant's last known e-mail address in AGROBANK's records and such notification shall be deemed received twenty-four (24) hours after sending.
 - (iii) By being displayed on AGROBANK's premise and such notification shall be deemed effective upon such display.
 - (iv) By way of advertisement made once in any national newspaper and such notification shall be deemed effective on the date of publication of the advertisement in any such newspaper.
 - (v) By inserting a notice in AGROBANK's statement of Account to the Merchant and such notification shall be deemed effective two (2) days after the date of posting of the notice contained in the statement of Account to the Merchant.
 - (vi) Broadcasting a message on the AGROBANK website; or
 - (vii) By notifying to the Customers in any other manner as AGROBANK deems fit.

16. FORCE MAJEURE

AGROBANK shall not be liable to the Customers or any third party for any inconvenience, injury, expense, liability, damages, loss of profits, earnings, or goodwill if AGROBANK and / or Third Party are unable to perform any of its obligations hereunder or to provide any of the services due to Force Majeure.

17. SEVERABILITY AND WAIVER

If any Terms and Condition are found to be illegal or prohibited, they shall be ineffective only as to the illegal or prohibited parts of such Terms and Conditions. The remaining Terms and Conditions shall not be affected.

Any waiver or indulgence granted shall not prevent AGROBANK from enforcing the other parts of the Terms and Conditions which are unaffected by such waiver or indulgence, or from enforcing any other rights nor shall it require AGROBANK to grant further indulgence. The rights and remedies provided by law are not excluded by these Terms and Conditions.

18. VARIATIONS

The Customers acknowledge that (among others) to ensure the improvement, smooth and efficient provision of AGROBANK DuitNow QR Services, AGROBANK shall have the right and discretion to make such amendments and modifications as it deems necessary to: (i) the procedures and processes applicable to AGROBANK DuitNow QR Services and/or Application (i.e. procedure for registration and activation Customers, etc.); and (ii) the trade or service names used in relation to AGROBANK DuitNow QR Services and/or Application as referred to in these Terms and Conditions. Notwithstanding the same, the Customers hereby agrees that pending actual changes being affected to these Terms and Conditions, the said Terms and Conditions shall nevertheless continue to be applicable to AGROBANK DuitNow QR Services whereby the amended or modified procedures and processes and/or new trade or services names shall be deemed to replace the previous procedures and processes and/or new trade or services names, accordingly.

19. COMPLAINTS

- 19.1. If the Customers have any enquiries or require any assistance, please refer to our customer care at 1-300 88-2476 or +603- 26005500 (if the Customer is overseas) or www.agrobank.com.my.
- 19.2. If the Customers have any complaints and/or disputes arising from AGROBANK DuitNow QR Services and/or Application and these Terms and Conditions, please refer the matter to AGROBANK at the address stated in Clause 19.5.
- 19.3. The Customers shall specify the nature of the Customers' query, complaint and/or dispute and such other details or information as may be required by AGROBANK and such complaint and/or dispute shall be investigated, handled and/or resolved in accordance with AGROBANK's complaints and dispute resolution procedure.
- 19.4. The Customers undertake that any such complaints and/or disputes made by the Customers are true and legitimate and the Customers acknowledge that the Customers shall be liable to AGROBANK in relation to false or fraudulent complaints or claims.
- 19.5. All complaints to AGROBANK concerning AGROBANK QR Pay (Merchant module), and these Terms and Conditions shall be in writing, signed by the Merchant, and sent to AGROBANK at the following address:

AGROBANK
LEVEL 23
DIGITAL BANKING DEPARTMENT

20. LAW AND JURISDICTION

These Terms and Conditions shall be governed by the Laws of Malaysia and the Customers hereby consent and submit to the exclusive jurisdiction and venue of the courts in Malaysia in all disputes arising out of or relating to the use of AGROBANK DuitNow QR Services and/or Application.

21. DISCLAIMER

- 21.1. The materials and information made available via AGROBANK DuitNow QR Services and/or Application including but not limited to services, products, information, data, text, graphics, audio, video, links, or other items are provided by AGROBANK on an "as is" and "as available" basis. References to material and information contained on AGROBANK DuitNow QR Services and/or Application include such material and information provided by third parties.
- 21.2. AGROBANK does not make any express or implied warranties including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of AGROBANK DuitNow QR Services and/or Application and the material, information and/or functions therein. Further, AGROBANK does not warrant that access to the whole or part(s) of AGROBANK DuitNow QR Services and/or Application, the materials, information and/or the functions contained therein will be provided uninterrupted or free from errors or that there will be no delays, failures, errors or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile devices and/ or computer system. Except as otherwise expressly stated in these Terms and Conditions and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies), AGROBANK expressly disclaims liability for errors and omissions in such materials, information and/or functions as well as delays, failure, or error of access and/or transmission. Without limiting the above and/or the terms and conditions of the applicable agreements governing all the products and services of AGROBANK, reasonable measures will nevertheless be taken by AGROBANK to ensure the accuracy and validity of all information relating to transactions and products of AGROBANK which originate exclusively from AGROBANK.

(Authorised Signatories)

Name:
Designation:
Date:

(Authorised Signatories)

Name:
Designation:
Date: