

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 customer@agrobank.com.my

*** Mandatory fields**

SECTION A. Company Details

Company Name *	Company Phone Number *	Company Fax Number *
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Company/Business Registration Number *	Company Email *	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Business Type *	AGRONetBIZ Authorized Contact Person	
<input style="width: 95%;" type="text"/>	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 * : _____	
<input style="width: 95%;" type="text"/>	<i>The Authorized Person details will be used for AGRONetBIZ communication and AGRONetBIZ Security Token distribution.</i>	
Mailing Address * (if different from the above)		
<input style="width: 95%;" type="text"/>		

Please tick (✓) 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

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 *
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
NRIC or Passport Number *	<input style="width: 95%;" type="text"/>	
<input style="width: 95%;" type="text"/>		
2. Backup Corporate Administrator Full Name (as per NIRC / Passport)	Mobile Phone Number	Email Address
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
NRIC or Passport Number	<input style="width: 95%;" type="text"/>	
<input style="width: 95%;" type="text"/>		

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
<input style="width: 95%;" type="text"/>

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.

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 : _____

Signature : _____

Official Stamp

Verified By (Branch Manager) : _____

Designation : _____

Branch Name : _____

Date : _____

Signature : _____

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: (Maximum Company Name 25 Characters) _____ Nature of Business: _____ ** : Customer is required to acknowledge DuitNow QR Terms & Conditions.

Additional Services of AGRONetBIZ Charges	
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 in this AGROBANK DuitNow QR Merchant's Terms and Conditions ("T&C") are 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 T&C for the purpose of AGROBANK DuitNow QR Merchant's registration.
- (iv) I/We hereby undertake to indemnify all, or any actions carried out by AGROBANK, or any losses and damages incurred by AGROBANK or whatsoever arising pursuant to our consent and authorisation given herein and undertake to release AGROBANK from all its responsibilities and/or liabilities in connection with or arising from such disclosure.
- (v) I/We agree to notify AGROBANK in writing immediately of any changes to the information contained herein.
- (vi) By signing this T&C, 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 contained herein.

AGROBANK DUITNOW QR – Merchant's Terms and Conditions

- (a) DuitNow QR is provided as part of AGROBANK's mobile application service. This T&C shall govern your usage of AGROBANK DuitNow QR and shall be read together with:
 - (i) terms and conditions of AGROBANK on internet banking service;
 - (ii) personal data notice under the Personal Data Protection Act 2010;
 - (iii) any relevant guidelines or directives from BNM which are applicable to this T&C; and
 - (iv) any other applicable terms and conditions governing all products and services of AGROBANK.
- (b) Please read this T&C as well as the abovementioned documents carefully as they apply and regulate your use of AGROBANK DuitNow QR service ("Service"). It is important that you read and understand this T&C carefully as it highlights amongst others, your responsibilities, the operations, and possible risks in using the Service.
- (c) By agreeing, accessing, and/or utilizing the Service or any page or part thereof, whether via the Application and/or any other available electronic medium, it shall be deemed that you have expressly consented and agreed to be bound by this T&C which is applicable to the Merchant, as reflected in this T&C including any future revisions communicated by AGROBANK to the Merchant.
- (d) Where there is a conflict between this T&C with the other applicable terms and conditions, this T&C shall prevail to the extent of such contradiction. You hereby agree that in addition and without prejudice to any provisions herein, this T&C shall be governed by and subjected to the rules, regulation, and guidelines from time to time issued by Bank Negara Malaysia and other relevant authority bodies made pursuant to the applicable laws.
- (e) From time to time, we may need to revise this T&C, in which case we will, subject to giving twenty-one (21) days prior written notice communicate the revision via such mode as AGROBANK deems appropriate. Your continued use of the Service after any such revision will be deemed as acceptance of those changes.
- (f) If you choose NOT to accept any terms and conditions contained herein or any of its revisions, please do not proceed and immediately discontinue your access and/or use of the Service.

DEFINITIONS

The following definitions shall 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 the Service, 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 an e-money account offered by issuers of e-money issuer and all types of banking accounts offered by banks, except for fixed deposit accounts, which shall include, but not limited to, all types of Islamic investment accounts, deposit accounts, current accounts, virtual internet accounts and all line of credit accounts tied to payment cards where transaction is made.

"AGROBANK" or "Crediting Participant" refers to Bank Pertanian Malaysia Berhad (Company No. 200801010522 (811810-U)) and includes its successors-in-title and assigns.

"Application" refers to AGROBANK DuitNow QR banking mobile application downloaded from the authorized application stores approved by AGROBANK.

“Beneficiary of Fraud” refers to a party who ultimately benefits from the unauthorized or fraudulent payment.

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

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

“Confidential Information” refers to any information belonging to a Party, whether in written or oral or electronic form, concerning the business and affairs of that Party which the other Party obtains or receives in relation to this T&C.

“Customers” refers to both Merchant and Cashier.

“Debiting Participant” refers to banks and e-money issuers participating in the RPP where the Payer maintains account(s).

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

“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 Payer’s DuitNow QR Application to the Merchant or Cashier. Payer makes payment by scanning the Merchant’s or Cashier’s QR code and payment will be deducted from the Payer’s account and paid directly into the Merchant’s Account.

“Merchant” refers to _____ [insert name of Merchant] (Company No. [insert]) and includes its successors-in-title and assigns, who registers to become a merchant of AGROBANK DuitNow QR and receives DuitNow QRs for good and services from Payer through AGROBANK DuitNow QR.

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

“Network Service Provider” refers to any Internet service provider providing connection to the Internet.

“Participants” refers to Crediting Participant and Debiting Participant.

“Parties” refers to AGROBANK and the Customers, and “Party” refers to either one of them, as the context provides.

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

“Payer” means individuals, companies, body corporates, businesses (including sole proprietors and partnerships), government agencies, statutory bodies, societies and other customers who transfer funds via DuitNow QR Service.

“QR Promotion” refers to promotion(s) created by the Merchant using the Application. These promotions are made available on Payer’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 two (2) types of QR codes namely static QR code and dynamic QR code.

“QR Code – Static” refers to a fixed and unchangeable code produced by the Merchant which ONLY has the Merchant’s account details embedded within the code. Static QR Code can be scanned repeatedly. Payer 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 the Merchant which has the Merchant’s account details and transaction information embedded within the code. Dynamic QR Code can only be scanned once. Payer does not need to enter the amount when making DuitNow QRs using Dynamic QR Code.

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

“RPP” refers to real-time payment platform, a shared payment infrastructure developed and established by PayNet, which facilitates instant and interoperable payments and collections.

“Services” refers to AGROBANK DuitNow QR services available to the Customers who have access to the Application upon correct input of their Access Codes. The Services offered include amongst other features such as DuitNow QRs, Manage DuitNow QR, Generate QR Codes and Manage QR Promotions.

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

“this T&C” refers to this AGROBANK DuitNow QR Merchant’s Terms and Conditions as agreed between AGROBANK and the Merchant, and as amended from time to time.

“Unrecoverable Loss” means the portion of funds transferred and credited to the wrong party due to erroneous, mistaken, unauthorised or fraudulent payments that cannot be retrieved after Participants have exhausted the recovery of funds process.

“Username” refers to a unique name made up of a string of characters chosen by the Merchant which must be keyed in by Payer to access the Application. The Username is used to associate with the right profile within the Application.

1. INTRODUCTION

- 1.1 AGROBANK is the Crediting Participant and [insert name of Merchant] is a registered Merchant under the DuitNow QR Services.
- 1.2 In consideration of the fees paid to the Crediting Participant, the Crediting Participant agrees to facilitate the participation of the Merchant in DuitNow QR Services in accordance with this T&C.
- 1.3 By registering for DuitNow QR Services, the Merchant agrees to observe all DuitNow QR operating procedures issued by the DuitNow QR Owner & Operator which is applicable to the Merchant, as reflected in this T&C including any future revisions communicated by the Crediting Participant to the Merchant.

2. OBLIGATIONS OF MERCHANT

- 2.1 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 Payers. The 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.
- 2.2 If the Merchant wishes to receive funds via DuitNow QR, the Merchant shall not:
 - (a) impose any fees for POS Payments made by Payers using DuitNow QR Service; and
 - (b) deduct any RPP fees from the Cash Out withdrawal and ensure the Payer is paid in full amount.
- 2.3 The Merchant shall accept Payment or Cash Out that draw funds from E-Money account offered by issuers of E-Money and all types of deposit accounts offered by banks, except for fixed deposit accounts. This shall include but is not limited to all types of Islamic investment account, Islamic deposit accounts, current accounts, virtual internet accounts and/or line of credit accounts tied to payment cards.
- 2.4 The Merchant must not make any warranty or representation in respect of goods or services supplied which may bind AGROBANK, DuitNow QR Owner & Operator, Debiting Participant, or any other Participants in the service.
- 2.5 The Merchant must establish and maintain a fair policy for correction of errors and facilitate recovery of funds for erroneous or mistaken payments and/or unauthorised or fraudulent payments.
- 2.6 The Merchant shall consent and allow AGROBANK to disclose its information pertaining to the payment processes as the DuitNow QR Owner & Operator may reasonably require for DuitNow QR Services.
- 2.7 The Merchant who has been granted a non-transferable license to use the DuitNow QR Brand shall not license or assign the said right to use to any other third party. The Merchant shall comply with the DuitNow Brand Guidelines at all times.
- 2.8 For the purpose of Clause 2.7, the Merchant will be liable for any claims, damages, losses and expenses arising out of or caused to arise from misuse or unauthorised usage of the DuitNow QR Brand. In the event of such breach, the Merchant sub-licensed rights of using the DuitNow QR Brand (if any) shall automatically be revoked and ceased immediately, where upon this T&C shall be terminated hence forth, without affecting accrued rights of parties. Upon termination, Clause 2.9 shall apply accordingly.
- 2.9 This Clause 2 shall survive termination of this T&C. Termination does not affect either party's rights accrued, and obligations incurred before termination.

3. OBLIGATIONS OF AGROBANK

- 3.1 As the Crediting Participant, AGROBANK shall immediately credit and make funds available in the Merchant's account, except for situations where the Merchant has specifically agreed for delayed or batched posting.
- 3.2 Any refunds by AGROBANK must be made together with transaction fees to the Merchant if fees were incurred due to Payer's disputes that are not caused by the Merchant. However, if the Merchant opts to partially refund overpayments to Payers, the Merchant shall bear the transaction fees for executing such refund.
- 3.3 AGROBANK shall implement reasonable measures to detect, mitigate, resolve and prevent actual and suspected fraudulent or unauthorised acts.

4. AGROBANK DUITNOW QR SERVICES

4.1 Account and Information

(a) Account Information

The Merchant is to select their OWN AGROBANK Account. This account will be used by AGROBANK for receipt of DuitNow QRs from the Payers 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.

(b) 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 in writing or other means acceptable to AGROBANK.

The 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.

4.2 The 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: -

- (a) enable lock on their mobile devices;
- (b) not keep any written record of Access Codes on, with or near their Mobile Devices;
- (c) not display or to allow another person to see the Access Codes during Access Codes entry;
- (d) 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;
- (e) 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;
- (f) log out from the Application properly after use and not leave their Mobile Devices unattended;
- (g) ensure correct profile is used when using the DuitNow QR Application; and
- (h) 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.

4.3 The 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 any guidelines or directives issued by BNM 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 Code.

5. INSTRUCTIONS

- 5.1 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.
- 5.2 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).
- 5.3 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.
- 5.4 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 and/or any law or regulations and/or any guidelines or directives issued by BNM or for any other reasons.
- 5.5 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.

- 5.6 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.
- 5.7 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.

6. RECOVERY OF FUNDS

6.1 The Merchant shall:

- (a) assist AGROBANK in any investigation of erroneous or mistaken payments;
- (b) assist AGROBANK in any investigation on unauthorised or fraudulent payments; and
- (c) effect refund(s) to the Payers, Debiting Participants, as the case may be, if it is found that the Merchant is responsible for such erroneous, mistaken, unauthorised or fraudulent payment, as the case may be.

6.2 In the event erroneous or mistaken payment is caused by the Merchant, after verification and confirmation from the Merchant with respect to such erroneous or mistaken payment, AGROBANK shall immediately reverse out all credits erroneously posted to the Merchant's account regardless of whether funds have been recovered from other affected parties.

7. ERRONEOUS OR MISTAKEN DUITNOW QR TRANSACTION

7.1 AGROBANK shall inform the Merchant once they receive a request to recover funds that is wrongly credited to the Merchant due to an erroneous or mistaken payment. The Merchant must facilitate the recovery of funds process stated in Clause 7.2.

7.2 Upon receiving a recovery of funds request for erroneous or mistaken payment, AGROBANK has the right to debit the Merchant's account to recover funds within five (5) Business Days provided the following conditions are met:

- (a) If the recovery of funds request is received within ten (10) Business Days from date of the erroneous/mistaken payment. AGROBANK is fully satisfied that funds were erroneously or mistakenly credited to the Merchant's account.
 - (i) AGROBANK has notified the Merchant regarding the proposed debiting of Merchant's account and the reason for the debiting;
 - (ii) There is sufficient balance in the Merchant's account to cover the recovery amount.
- (b) If the recovery of funds request is received between eleven (11) Business Days and seven (7) months from date of erroneous/mistaken payment:
 - (i) AGROBANK is fully satisfied that funds were erroneously or mistakenly credited to the Merchant's account;
 - (ii) AGROBANK as provided written notification to the Merchant where the erroneous/mistaken payment will be recovered through 'debiting the Merchant' accounts within ten (10) Business Days of the notifications unless the Merchant provides reasonable evidence to substantiate ownership of the funds in question; and
 - (iii) There is sufficient balance in the Merchant's account.
- (c) If recovery of funds request is received after seven (7) months from the date of erroneous or mistaken payment, AGROBANK must seek the Merchant's prior written consent to debit the Merchant's account to recover funds, and the Merchant must give its consent to debit its account within ten (10) Business Days of receiving the request to debit from AGROBANK.

7.3 When the Merchant receives a request for consent from Agrobank as described in clause 7.2 (c), Merchant shall not unreasonably withhold consent to debit its account when there is a legitimate recovery of funds request.

8. AUTHORISATION & UNAUTHORISED OR FRAUDULENT DUITNOW QR TRANSACTION

8.1 The Customers hereby authorize 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).

8.2 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.

8.3 AGROBANK shall inform the Merchant once AGROBANK receives a request to recover funds that was credited to the Merchant due to an unauthorised or fraudulent payment. The Merchant must facilitate the recovery of funds process stated in **Clause 8.4**.

8.4 If the Merchant receives unauthorised or fraudulent payment, the Merchant shall:

- (a) Immediately take all practicable measures to prevent or block further misuse, unauthorized or fraudulently transferred

funds for the benefit of the Beneficiary of Fraud;

- (b) Furnish to AGROBANK with information, including but not limited to the name, address, contact information and/or national identity card number/passport number to conclusively identify the Beneficiary of Fraud within seven (7) Business Days of detecting the unauthorised or fraudulent payment;
 - (c) Take all practicable measures to the extent permitted by law to recover funds from the unintended recipient of funds including but not limited to reversing out credits, drawing on deposits or other financial guarantees that the Beneficiary of Fraud placed/ places with the Merchant, stopping delivery of goods, suspending services that the Beneficiary of Fraud has paid for, repossessing goods delivered to the Beneficiary of Fraud and/or taking legal action against the Beneficiary of Fraud; and
 - (d) Immediately provide such information required in clause 8.4(b) to AGROBANK to facilitate the Debiting Participant's investigation.
- 8.5 In the event that AGROBANK receives a payment request from a Merchant which AGROBANK believes to be an unauthorised or fraudulent payment, AGROBANK shall, upon becoming aware of the suspected unauthorised payment/fraud, do the following:
- (a) conduct investigation to determine:
 - (i) whether the Merchant is implicated in the unauthorised payment/fraud; or
 - (ii) whether there are sufficient grounds to conclude that the Merchant is involved, or has benefited, directly or indirectly from the unauthorised payment/fraud; and
 - (b) prevent or block withdrawal or and further use of the remaining funds in the Merchant's account with AGROBANK until there is satisfactory resolution of Unrecoverable Loss.

The Merchant shall facilitate and cooperate with AGROBANK to complete the investigation.

- 8.6 In the event the Merchant is responsible for unauthorised or fraudulent payment, **Clause 12 (Termination)** shall apply accordingly.

9. DISPUTE RESOLUTION

- 9.1 The Merchant shall, in good faith, attempt to settle all disputes or conflicts with AGROBANK arising in connection with the DuitNow QR Service amicably and by mutual agreement.
- 9.2 However, the Merchant shall have the right to lodge a complaint with the DuitNow QR Owner & Operator if there are allegations of AGROBANK's non-compliance to the DuitNow QR rules as reflected in this T&C.
- 9.3 The DuitNow QR Owner & Operator shall review such complaints and allegations in accordance with **Clause 9.4**.
- 9.4 The Merchant shall have the right to refer their disputes to the DuitNow QR Owner & Operator if there is an allegation of Participant's non-compliance to the DuitNow QR rules. The DuitNow QR Owner & Operator will review such complaints and allegations, but such review will be confined to:
- (a) Determination whether there has been non-compliance.
 - (b) Stipulating remedies for the Participant to correct or address the non-compliance; and
 - (c) Determination if penalties are applicable for the non-compliance.
- 9.5 All decisions rendered by the DuitNow QR Owner & Operator in response to complaints from the Merchant shall be prima facie binding on AGROBANK.

10. INDEMNITY

- 10.1 Subject to the other Party's compliance with **Clause 10.2**, each Party ("**Indemnifying Party**") agrees to indemnify and hold the other Party and its employees and agents harmless against any and all losses, expenses, claims, suits, demands, actions, and proceedings including all reasonable legal and other related fees or charges which the other Party may suffer or incur or for which the other Party may become liable as a result of:
- (a) any negligence, misrepresentation or fraud on the part of the Indemnifying Party, its employees, and agents with respect to the performance of its obligations or the exercise of any of its rights under this T&C;
 - (b) any claim by a Payer, AGROBANK, Debiting Participant, DuitNow QR Owner & Operator or any other person for any breach by the Indemnifying Party of any applicable laws;
 - (c) the failure of the Indemnifying Party to observe any of its obligations under this T&C; or
 - (d) any use of the DuitNow QR Brand by the Indemnifying Party other than as permitted by this T&C,

except to the extent that such liability arises or is incurred by the other party by reason of any act or omission on its part

mentioned in **Clause 10.1(a) to (d)** above.

10.2 In the event a claim is made against a Party in respect of which it is entitled to be indemnified pursuant to Clause 10.1, that Party must:

- (a) give notice of any such claim to the other Party;
- (b) consult with the other Party in relation to any such claim; and
- (c) not to settle any claim without obtaining the prior written consent of the other Party which such consent not to be unreasonably withheld.

10.3 AGROBANK is not liable to the Merchant for any loss or damage suffered by the Merchant as result of:

- (a) a missing or erroneous payment; and
- (b) the delay or disruption caused by any system failure beyond AGROBANK's reasonable control.

11. SUSPENSION

11.1 The DuitNow QR Owner & Operator or AGROBANK, as the case may be, reserve the right to suspend the Merchant's access to the DuitNow QR Service under the following circumstances, which includes, but not limited to:

- (a) The Merchant breached this T&C, applicable rules, guidelines, regulations, circular or laws related to DuitNow QR including those issued by BNM and/or which was communicated to the Merchant by the Crediting Participant;
- (b) The Merchant has inadequate operational controls or insufficient risk management to processes, resulting in potential threats to the stability, integrity, safety and efficiency of DuitNow QR and/or RPP; or
- (c) The Merchant is suspected on reasonable grounds that it has committed or will commit fraudulent act in connection with the DuitNow QR.

11.2 Upon suspension of the Merchant:

- (a) The services provided to the Merchant under the DuitNow QR Services will be suspended immediately;
- (b) The Merchant must cease all promotional and advertising that is related or can be perceived to be related to DuitNow QR;
- (c) The Merchant shall remove all DuitNow QR Brand from the Merchant's marketing collaterals, channels and website; and
- (d) The Merchant must take all reasonable steps to comply with any directions of AGROBANK to minimise the impact on Payers of the suspension or termination.

12. TERMINATION

12.1 The DuitNow QR Owner & Operator or AGROBANK, as the case maybe, reserve the right to terminate the services provided under this T&C or DuitNow QR Service under the following circumstances, which includes, but not limited to:

- (a) This T&C between the Merchant and AGROBANK is terminated or expired;
- (b) The Merchant breached this T&C, applicable rules, guidelines, regulations, circulars or laws related to DuitNow QR including those issued by BNM and/or which was communicated to the Merchant by AGROBANK;
- (c) The Merchant fails to remedy or take adequate steps to remedy its default under this T&C to the satisfaction of the Crediting Participant or the DuitNow QR Owner & Operator, as the case maybe, within the timeframe specified by AGROBANK;
- (d) The Merchant has inadequate operational controls or insufficient risk management processes resulting in potential threats to the stability, integrity, safety and efficiency of the DuitNow QR and/or RPP;
- (e) Court order(s) (including any legal action) affecting the Merchant or AGROBANK membership and/or legal status;
- (f) Directive(s) issued by regulatory or government authority affecting the Merchant or AGROBANK membership and/or legal status;
- (g) The Merchant's insolvency;
- (h) AGROBANK's membership in DuitNow QR, RPP or RENTAS is terminated or suspended and the Merchant has not appointed a placement AGROBANK; or
- (i) Such other detrimental circumstances or reasons that PayNet considers necessary to suspend or terminate such Merchant's access to DuitNow QR.

12.2 Upon termination of this T&C, the participation of Merchant in DuitNow QR is automatically terminated and the Merchant will no longer have access to DuitNow QR, and the services provided under DuitNow QR.

- 12.3 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.
- 12.4 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.
- 12.5 The Merchant has the option to terminate their access to the DuitNow QR by giving thirty (30) days prior written notification to AGROBANK.
- 12.6 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.
- 12.7 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.

13. PROVISION OF RECONCILIATION INFORMATION

- 13.1 AGROBANK shall make available to the Merchant the following minimum information, for the purpose of facilitating the Merchant's reconciliation processes and accounting for payment of receipts and fees:
 - (a) Reference no. or business message identifier;
 - (b) Payer's name;
 - (c) Recipient reference;
 - (d) Other payment details, where applicable;
 - (e) Transaction amount;
 - (f) Transaction date and time;
 - (g) Debiting Participant's name;
 - (h) Account type;
 - (i) Gross total transaction value;
 - (j) Total transaction volume; and
 - (k) Total fees/ commissions charged.
- 13.2 AGROBANK shall deliver to the Merchant, the information described in **Clause 12.1** above, at the minimum in the following manner:
 - (a) Mobile application;
 - (b) Internet banking;
 - (c) Data files or electronic files;
 - (d) Statements and/or e-statements; or
 - (e) Reports, either electronic or in hardcopies.

14. LIABILITY FOR UNCOVERABLE LOSS

- 14.1 For erroneous payment, mistaken, unauthorised and/or fraudulent payment that cannot be fully or partially recovered, the amount that cannot be recovered will be deemed as Unrecoverable Loss and the party causing or who could have reasonably prevented the Unrecoverable Loss will be liable to bear that loss.
- 14.2 If, after completing its investigations, AGROBANK has reasonable grounds to believe that the Merchant caused could have reasonably prevented the Unrecoverable Loss, AGROBANK shall notify the Merchant and shall have the right to freeze funds in the Merchant's account until there is satisfactory resolution of Unrecoverable Loss. The amount frozen shall be no more than the amount of the Unrecoverable Loss.
- 14.3 The Merchant agrees to take all measures to recover the Unrecoverable Loss if the Unrecoverable Loss is due to its fault or negligence. Notwithstanding the aforesaid, AGROBANK shall not be prevented from taking legal action against the Merchant to make good the Unrecoverable Loss to the extent permitted by law.
- 14.4 AGROBANK shall fully refund DuitNow QR fees incurred for erroneous, mistaken, unauthorised and /or fraudulent payment, if the error was not due to the Merchant except in situations where the Merchant decides to partially refund an overpayment. If the Merchant opts to partially refund overpayments to the Customer, the Merchant shall bear the transactions fees for executing the refund.

15. CONFIDENTIALITY

- 15.1 The Merchant shall treat any information it receives or possesses as a result of this T&C as confidential and will not use such information other than for the purposes which it was given.
- 15.2 **Clause 15.1** above shall not apply to information which:
- (a) is or has at the time of use or disclosure become public knowledge without any breach of this T&C by the Parties;
 - (b) is or has at the time of use or disclosure become generally known to companies engaged in the same or similar business(es) as the party on a non-confidential basis through no wrongful act of the Party;
 - (c) is lawfully obtained by a Party from any other third party without any obligation by the Party to maintain the information proprietary or confidential;
 - (d) is known by a Party prior to disclosure hereunder without any obligation to keep it confidential and such information was not disclosed by the other Party under this T&C;
 - (e) is independently developed by a Party without reference to or use of the other Party's Confidential Information; or
 - (f) is required to disclose or divulge by any court, tribunal, governmental or authority with competent jurisdiction or by any statute, regulation or other legal requirement as required by the applicable law and where the Party is required by such law to make such disclosure. The disclosing Party shall give notification to the other Party as soon as practical prior to such disclosure being made.
- 15.3 The Merchant acknowledges and agrees that the obligation of confidentiality is not limited to those specified in this **Clause 15**, but extends to the disclosure of fees and charges contained in this T&C and any technology or know-how related to the service or the performance of this T&C.
- 15.4 The Merchant agrees to comply with Personal Data Protection Act 2010 (PDPA) of which it is bound and shall not do any act that will cause AGROBANK, the Debiting Participant and the DuitNow QR Owner & Operator to breach any personal data protection laws.
- 15.5 This confidentiality provision shall survive the expiry or earlier termination of this T&C.

16. DISCLOSURE OF CUSTOMERS' INFORMATION

- 16.1 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:
- (a) 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;
 - (b) required by the Inland Revenue Board of Malaysia under Section 81 of the Income Tax Act 1967 ("ITA1967") for purposes of facilitating exchange of tax information arrangements pursuant to Section 132A of the ITA 1967 or double taxation arrangements pursuant to Section 132 of the ITA1967;
 - (c) 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;
 - (d) 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);
 - (e) 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;
 - (f) for the performance of functions of AGROBANK which are outsourced; or
 - (g) to offer other products and services of AGROBANK's affiliates and other Third Party service providers where the Customers have consented to the same.
- 16.2 Except as otherwise expressly stated in this T&C 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.
- 16.3 In addition, Customers are advised to review AGROBANK's Privacy Notice from AGROBANK website which is accessible

17. LIMITATION OF LIABILITIES

- 17.1 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 T&C. To the extent permitted under the relevant 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 AGROBANK DuitNow QR Services and/or Application.
- 17.2 Due to the nature of AGROBANK DuitNow QR Services and/or the Application, and except as otherwise expressly stated in this T&C 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.

18. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS

- 18.1 The Customers acknowledge that all proprietary rights and intellectual property rights in AGROBANK DuitNow QR Services and/or Application provided hereunder belongs to AGROBANK.
- 18.2 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.
- 18.3 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.

19. FEES AND CHARGES

- 19.1 The Customers acknowledge that AGROBANK shall, subject to giving the Customers twenty-one (21) days prior written 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.
- 19.2 The service charges or transaction fees may be varied from time to time at the absolute discretion of AGROBANK.
- 19.3 The Customers acknowledges and responsible for all charges imposed by service providers in enabling Payers to access and/or connect to AGROBANK DuitNow QR Services and/or Application. The Payers are also responsible for any fees and charges imposed by any Network Service Provider.
- 19.4 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.

20. INTERNATIONAL USE

- 20.1 Customers shall NOT carry out business and use AGROBANK DuitNow QR Services and/or Application outside of Malaysia.
- 20.2 Customer shall be liable and responsible for any misconduct or misuse of AGROBANK DuitNow QR Services and/or Application outside of Malaysia's jurisdiction.

21. GENERAL

- 21.1 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.

- 21.2 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.
- 21.3 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 other relevant authorities.
- 21.4 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 Customer shall not use the Property for or in connection with any illegal purpose or activity.

22. 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 amendments and/or modifications of this T&C as it deems necessary at any time by giving notice in writing to the Customers and such amendments and/or modifications shall take effect from the date specified in such notice.

23. COMPLAINTS

- 23.1 If the Customers have any enquiries or require any assistance, please refer to AGROBANK's customer careline at 1-300 88-2476 or +603- 26005500 (if the Customer is overseas) or www.agrobank.com.my.
- 23.2 If the Customers have any complaints and/or disputes arising from AGROBANK DuitNow QR Services and/or Application and this T&C, please refer the matter to AGROBANK at the address stated in **Clause 23.5** below.
- 23.3 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 and/or policy.
- 23.4 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, and that the Customers shall indemnify and keep AGROBANK fully indemnified for any expenses, losses, damages or whatsoever costs arising from such false or fraudulent complaints or claims.
- 23.5 All complaints to AGROBANK concerning AGROBANK QR Pay (Merchant module), and this T&C shall be in writing, signed by the Merchant, and sent to AGROBANK at the following address:

AGROBANK LEVEL 23
DIGITAL BANKING DEPARTMENT
LEBOH PASAR BESAR,
WILAYAH PERSEKUTUAN KUALA LUMPUR
50726, MALAYSIA

24. LAW AND JURISDICTION

This T&C 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.

25. DISCLAIMER

- 25.1 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.
- 25.2 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 this T&C 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.
- 25.3 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.

26. SERVICE AVAILABILITY

26.1 AGROBANK DuitNow QR Services is intended to be available seven (7) days a week and twenty-four (24) hours a day. Customers acknowledge that there may be:

- (a) Daily downtime where AGROBANK carries out maintenance over its systems and equipment; and/or
- (b) Occasional downtime due to any other unforeseen interruption beyond AGROBANK's control.

26.2 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.

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

27. NOTICES

The Customers hereby acknowledge that any notice, request, waiver, consent, approval and other communications which concern AGROBANK DuitNow QR Services and/or the Application shall be deemed to have been duly given by AGROBANK in any one of the following manners:

- (a) 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;
- (b) 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;
- (c) By being displayed on AGROBANK's premises and such notification shall be deemed effective upon such display;
- (d) 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;
- (e) 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;
- (f) Broadcasting a message on AGROBANK website; or
- (g) By notification to the Customers in any other manner as AGROBANK deems fit.

28. FORCE MAJEURE

AGROBANK shall not be liable to the Merchant for any inconvenience, injury, expense, liability, damage and loss (including direct or consequential), for failure of AGROBANK to observe or perform any of its obligations under this T&C for reasons which could not be reasonable diligence be controlled or prevented by AGROBANK including but not limited to strikes, acts of God, acts of nature, pandemic and/or epidemic as declared by the World Health Organisation, acts of Government not limited to movement control order fire, flood, storm, riots, power shortages or power failure, power disruption by war, sabotage or inability to obtain sufficient labour, fuel or utilities.

29. SEVERABILITY

If the whole or any part of a provision of this T&C is found to be void, unenforceable, illegal or prohibited in a jurisdiction, such provision shall be ineffective only as to the illegal or prohibited parts, and the remaining part of such provision shall continue to be enforceable and not be affected.

30. VARIATION AND WAIVER

30.1 Any provision contained herein cannot be waived except in writing signed by the party granting such waiver.

30.2 Any waiver or indulgence granted shall not prevent AGROBANK from enforcing the other parts of this T&C 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 this T&C.

30.3 AGROBANK may change the terms of this agreement at any time in writing and such change shall take effect from the date specified in the notice.

31. CREDITING TO MERCHANT

31.1 AGROBANK are required to Credit Merchant's bank account with funds from incoming Payment instruction and make the incoming funds available for the Merchant' unencumbered use immediately expect for situations where the Merchant has specifically agreed for delayed or batched posting.

31.2 AGROBANK must make payment in full to the Merchant and shall not deduct any fees from the payment proceeds due to a Merchant, except for situations where the Merchant has specifically agreed in writing that fees can be deducted from Payments Instructions.

32. VOLUNTARY EXIT FROM DUITNOW QR

32.1 Merchant has the option to terminate their access to the DuitNow QR by giving prior written notification to AGROBANK.

33. REPRESENTATION AND WARRANTY

33.1 The Merchant acknowledges and agrees that the obligation of confidentiality extends but not limited to those specified in **Clause 15**, the disclosure of fees and charges contained in this Agreement; and any technology or know-how related to the service or the performance of this agreement.

33.2 The Merchant agrees to comply with PDPA of which it is bound and shall not do any act that will cause AGROBANK, Debiting Participant and the DuitNow QR Owner & Operator to breach any personal data protection laws.

(Authorised Signatories)

Name:

Designation:

Date:

(Authorised Signatories)

Name:

Designation:

Date