

TERM AND CONDITIONS GOVERNING THE NATIONAL ADDRESSING DATABASE (“NAD”)**Last updated: 9 July 2021**

The following terms and conditions (“NAD Terms and Conditions”) govern a Customer’s use of the NAD in relation to the DuitNow service provided by HLB /HLISB. The NAD Terms and Conditions shall be read in conjunction with the Terms and Conditions For The Use of HLB Connect (“Connect Terms and Conditions”). Capitalised terms used will have the same meaning as defined in the Connect Terms unless stated otherwise

1. Definitions

“Account”	means an e-Money account offered by issuers of e-money and all types of deposit accounts offered by HLB / HLISB, except for the following accounts: (a) fixed deposit accounts; (b) junior accounts; (c) foreign currency accounts; (d) Premium Savings Account; and (e) Mortgage Plus Current Account.
“Common ID”	means a unique identification of a Customer which links all DuitNow IDs registered by the Customer such as the Customer’s NRIC, army number, or police number, or for non-Malaysians, passport number.
“DuitNow”	means a service which allows Customers to initiate and receive credit transfers via a recipient’s account number or DuitNow ID.
“DuitNow ID”	Means an identifier of an account holder such as a mobile number, NRIC, passport number, army number or police number (in the case of an individual) or business registration number (in the case of a corporate customer) or any other identifiers as may be introduced by the NAD Operator from time to time.
“e-Money Account”	means a payment instrument that stores funds electronically in exchange for funds paid to the issuer of e-money and is able to be used as a means of making payment to any person other than the issuer of e-money.
“Malware”	means computer viruses, bugs or other malicious, destructive or corrupting software, code, agent, program or macros, and/or phishing or social engineering schemes which utilise computer software or telecommunications to obtain personal data or any other personal information for malicious or fraudulent purposes.
“National Addressing Database” or “NAD”	means a central addressing depository established by the NAD Operator that links a bank or an e-money account to a recipient’s DuitNow ID and facilitates payment to be made to a recipient by reference to the recipient’s DuitNow ID.
“NAD Name Enquiry”	means a service which returns the name of the owner who has registered its DuitNow ID in NAD.
“NAD Operator”	means Payments Network Malaysia Sdn Bhd (PayNet) [Company No: 200801035403 (836743-D)].

- “Personal Data” means any information in respect of commercial transactions that relates directly or indirectly to a Customer, who is identified or identifiable from that information which includes, but not limited to, the Customer’s name, address, identification card number, passport number, banking information, email address and contact details.
- “Website” means HLB’s / HLISB’s website at <https://www.hlb.com.my/> / <https://www.hlisb.com.my>

2. The NAD Service

- 2.1 The NAD service allows Customer to link an Account that Customer has with HLB / HLISB to the Customer’s DuitNow ID. This provides the Customer with the option of receiving incoming funds via DuitNow or any other payment services that address payments using Customer’s DuitNow ID.
- 2.2 When the Customer registers their DuitNow ID in NAD, the Customer will also provide HLB / HLISB with the Customer’s Common ID which will be linked to the Customer’s Account with the Customer’s registered DuitNow ID. The Customer’s Common ID will be used by other NAD participating institutions for the purpose of identifying Customer, as part of facilitating the DuitNow service.
- 2.3 Customer may link more than one of Customer’s DuitNow ID to the same Account. However, Customer may not link a particular DuitNow ID to multiple Accounts.

3. Modification and Deregistration of Customer DuitNow ID

- 3.1 Customers may update or change the Customer’s DuitNow ID that is linked to the Customer’s Account via the channels made available to the Customer. HLB / HLISB will require a reasonable notice period to effect such changes or update.
- 3.2 Customer understands and agrees that the Customer’s DuitNow ID may be deregistered by Customer or by HLB / HLISB, under the following circumstances:
- (a) Customer wishes to transfer Customer’s existing DuitNow ID to another account in another bank/e-money issuer;
 - (b) change or update to the Customer’s DuitNow ID;
 - (c) iii. closure of the Account that is linked to the relevant DuitNow ID;
 - (d) iv. the Customer’s mobile number which has been registered as Customer’s DuitNow ID has been terminated and/or recycled for use by another person;
 - (e) after a period of inactivity; or
 - (f) where, upon investigation, HLB / HLISB find outs and/or suspects that Customer or Customer’s DuitNow ID is potentially involved in any fraudulent activity(s).
- 3.3 When deregistration is initiated by Customer via the channels set out in Clause 3.1 of these NAD Terms and Conditions, the Customer will receive confirmation on its successful or failed status via Short Messaging Service (“SMS”) or any of HLB / HLISB’s available communication channels.

4. Customer's Information

- 4.1 The Customer represents and warrants that the DuitNow ID used for registration in NAD belongs to the Customer, is correct, complete and up-to-date for the use of the DuitNow service and the Customer will promptly notify HLB / HLISB if there is any change to the DuitNow ID information provided to HLB / HLISB.
- 4.2 The Customer acknowledges and agrees that other NAD participating banks/e-money issuers may perform a NAD Name Enquiry for the purpose of verifying/identifying Customer's name to the Customer's registered DuitNow ID, as part of facilitating the DuitNow service.
- 4.3 Customer hereby acknowledges and agrees that:-
- (a) HLB / HLISB's rights to Customer's Personal Data, information, DuitNow ID and Common ID as well as HLB / HLISB's right to effect disclosure will be in accordance with HLB / HLISB's Privacy Notice, to anyone who HLB / HLISB is under an obligation to disclose information to under the law or where it is in the public interest, for example, to prevent or detect fraud and abuse;
 - (b) when the Customer uses DuitNow, HLB / HLISB will disclose, use and process the relevant DuitNow ID for the purpose of facilitating the DuitNow service; and
 - (c) HLB / HLISB may disclose Customer's DuitNow ID, Common ID and other relevant Personal Data to the NAD Operator for its processing, storing, and archival and disclosure to the sender of funds under the DuitNow service, HLB / HLISB's affiliates, service providers, other NAD participants and third parties offering the DuitNow service and their respective customers.

5. Data Protection

- 5.1 The Customer's consent and HLB / HLISB's right to disclose information shall be in addition to, and without prejudice to the rights accorded to HLB / HLISB under the Personal Data Protection Act 2010 and any other applicable laws in Malaysia.
- 5.2 HLB / HLISB have in place, reasonable security measures (both technical and organisational) against unlawful or unauthorised processing of the DuitNow ID.
- 5.3 HLB/HLISB will notify Customer as soon as reasonably practicable if the DuitNow ID is lost, destroyed, or becomes damaged, corrupted or unusable.

6. Liability

- 6.1 HLB/HLISB and the NAD Operator shall not be liable for any losses or damage Customer may suffer as a result of, including but without limitation:-
- (a) Customer's failure to maintain up-to-date information and Customer's failure to provide accurate information to HLB / HLISB;
 - (b) HLB's / HLISB's compliance with any instruction given or purported to be given by Customer which is apparent to a reasonable person receiving such instruction;
 - (c) any misuse or any purported or fraudulent use of the DuitNow ID including instances whereby online fraud is perpetrated by way of any Malware;
 - (d) any disclosure of any information which Customer has consented to HLB / HLISB collecting, using or disclosing or where such collection, use or disclosure is permitted or required to be disclosed under the applicable laws in Malaysia.

7. Miscellaneous

- 7.1 Customer acknowledges that HLB / HLISB have the right at all times to change, vary, modify, delete or add to the NAD Terms and Conditions by providing Customer with twenty one (21) calendar days' notice in accordance with the manner set out in the Connect Terms and Conditions and, Customer agrees to be bound by such terms and conditions as cancelled or revised or modified.
- 7.2 In the event of any conflict or discrepancy between the Connect Terms and Conditions and the NAD Terms and Conditions, the NAD Terms and Conditions shall prevail to the extent of such conflict or discrepancy.
- 7.3 These Terms shall be construed in accordance with the laws of Malaysia and Customer agrees to submit to the exclusive jurisdiction of the courts of Malaysia.
