



(C) DUITNOW QR SERVICE TERMS AND CONDITIONS

The following terms and conditions (“DuitNow QR Service Terms and Conditions”) govern Your use of the DuitNow QR Service (as defined herein) as provided by Us and shall be read in addition to and in conjunction with the DuitNow Terms and Conditions as well as GXBank’s [Terms and Conditions Governing Retail Banking Products and Services](#), [Terms of Use](#) and [Data Privacy Policy](#).

1. Definitions

Account	means an e-money account offered by issuers of e-money and all types of banking accounts offered by banks (except for fixed deposit accounts) including but not limited to, all types of conventional and/ or Islamic deposit accounts, savings accounts, current accounts, investment accounts, virtual internet accounts, and/ or line of credit accounts tied to payment cards where transaction is made.
Business Day	means any calendar day from Monday to Friday, except a public holiday or bank holiday in Selangor.
DuitNow QR Service	means a service which facilitates industry wide ubiquitous payments or credit transfers by scanning the QR Code, which complies with DuitNow National QR standard.
DuitNow QR Owner & Operator	means Payments Network Malaysia Sdn. Bhd. (Company No. 200801035403 (836743-D)).
Dynamic QR	means a QR Code that is generated on-demand and usually has an expiry. Dynamic QR generally requires the Merchant or Recipient to key-in the amount of the payment or credit transfer.
Merchant	means individuals, businesses including sole proprietors, partnerships and companies registered with the Companies Commission of Malaysia, government agencies, statutory bodies, societies, and other similar legal entities.
Participant	means a bank or non-bank that has been granted approval by the DuitNow QR Owner & Operator to access the Real-Time Retail Payments Platform (“RPP”) to enable clearing and/ or settlement of Cross Border QR transactions.
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 is not limited to, the customer's name, address, NRIC number, passport number, banking information, email address and contact details.
QR Code	means a two-dimensional barcode that can be read using the camera of a smartphone or mobile device that is equipped with a QR reader.



Recipient	means an individual who receives funds via the DuitNow QR Service.
Static QR	means a QR Code that is pre-generated for display and usually has no expiry. Static QR generally requires the individual to key-in the amount of the payment or credit transfer.

2. Introduction

2.1 The DuitNow QR Service allows You to transfer funds from Your Account with Us to a Merchant or Recipient's Account by scanning the Merchant or Recipient's QR Code. The DuitNow QR Service also allows You to transfer funds to a Recipient by generating a QR Code to be scanned by the Recipient.

3. DuitNow QR Service

3.1 If You wish to send funds via the DuitNow QR Service, you must first log into the GXBank mobile application ("**GX App**") on Your mobile device and select Your Account to be used by GXBank for deduction of funds for transactions to be made via the DuitNow QR Service. The GX App enables You to either perform a push payment by scanning a Static QR Code or a Dynamic QR Code displayed by the Merchant or Recipient, or perform a pull payment by generating a Dynamic QR Code on Your GX App to be scanned by Recipient.

3.2 You are responsible for ensuring the transaction amount keyed-in or displayed on Your GX App screen is correct prior to confirming the transaction. The transaction amount keyed-in or displayed via the Merchant's or Recipient's QR Code shall be deemed by to be correct upon Your confirmation of the transaction. We are under no obligation whatsoever to verify that the amount paid by You matches the Merchant's or Recipient's amount.

3.3 We will notify You on the status of each successful, failed or rejected transaction via the GX App in-app push notification and/ or through any other mode of communication as determined by Us.

3.4 You acknowledge and agree that We shall have no duty to and shall not be required to take any steps to verify or seek any other confirmation from any party as to whether such Merchant or Recipient is the intended party to receive the funds, and We shall not be liable for transferring the funds to such Merchant or Recipient even if such Merchant or Recipient is not the intended party.

3.5 Pursuant to Clause 3.4 above, You agree that once a transaction via the DuitNow QR Service is confirmed, it will be deemed irrevocable and You will not be able to cancel, stop or perform any changes to that transaction.

4. Recovery of Funds

4.1 You have rights in relation to the investigation and recovery of erroneous or mistaken transactions (as set out in Clause 5) and unauthorised or fraudulent transactions (as set out in Clause 6) made from Your Account held with Us via the DuitNow QR Service.

5. Erroneous or Mistaken Transactions via DuitNow QR Service

- 5.1 If You have made an erroneous or mistaken transaction via the DuitNow QR Service (“**Erroneous Transaction**”), You may request assistance via the chat function in the GX App. Alternatively, You may call Our Customer Support team at +603 7498 3188 or email Us at ask@gxbank.my.
- 5.2 If You have made an Erroneous Transaction and Your request for recovery of funds is received by Us between one (1) to ten (10) Business Days from the date the Erroneous Transaction was made, and We will work with the affected Merchant’s or Recipient’s bank to return the said funds to You within seven (7) Business Days subject to the following:
- 5.2.1 the affected Merchant’s or Recipient’s bank is fully satisfied that the funds were erroneously credited into the affected Merchant’s or Recipient’s account;
 - 5.2.2 if the affected Merchant’s or Recipient’s account balance is sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and
 - 5.2.3 if the affected Merchant’s or Recipient’s account balance is not sufficient to cover the recovery amount, the erroneously credited funds may not be fully recoverable. We will work with the affected Merchant’s or Recipient’s bank to return the funds that are available in the affected Merchant’s or Recipient’s account back to You, however any shortfall due to insufficient funds available to be recovered from the affected Merchant’s or Recipient’s account shall be deemed unrecoverable and We shall not be responsible to recover, reimburse or refund such shortfall to You arising from the Erroneous Transaction.
- 5.3 If You have made an Erroneous Transaction and Your request for recovery of funds is received by Us between eleven (11) Business Days and seven (7) months from the date the Erroneous Transaction was made, We will work with the affected Merchant’s or Recipient’s bank to return the said funds to You within fifteen (15) Business Days subject to the following:
- 5.3.1 the affected Merchant’s or Recipient’s bank is fully satisfied that funds were erroneously credited to the affected Merchant’s or Recipient’s account;
 - 5.3.2 the affected Merchant’s or Recipient’s bank shall notify the affected Merchant or Recipient in writing regarding the funds recovery request whereby the erroneously credited funds would be recovered through debiting the affected Merchant’s or Recipient’s account unless the affected Merchant or Recipient provides reasonable evidence that the affected Merchant or Recipient is entitled to the funds in question within ten (10) Business Days of such notification. If the affected Merchant or Recipient fails to establish their entitlement to the funds, the affected Merchant’s or Recipient’s bank shall debit the affected Merchant’s or Recipient’s account and We will work with the affected Merchant’s or Recipient’s bank to return the said funds to You within five (5) Business Days subject to the following:
 - 5.3.2.1 if the affected Merchant’s or Recipient’s account balance is sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and

- 5.3.2.2 if the affected Merchant's or Recipient's account balance is not sufficient to cover the recovery amount, the erroneously credited funds may not be fully recoverable. We will work with the affected Merchant's or Recipient's bank to return the funds that are available in the affected Merchant's or Recipient's account back to You, however any shortfall due to insufficient funds available to be recovered from the affected Merchant's or Recipient's account shall be deemed unrecoverable and We shall not be responsible to recover, reimburse or refund such shortfall to You arising from the Erroneous Transaction.
- 5.4 If You have made an Erroneous Transaction and Your request for recovery of funds is received by Us after seven (7) months from the date the Erroneous Transaction was made, We will work with the affected Merchant's or Recipient's bank to return the said funds to You within fifteen (15) Business Days subject to the following:
- 5.4.1 the affected Merchant's or Recipient's bank is fully satisfied that funds were erroneously credited to the affected Merchant's or Recipient's account;
- 5.4.2 the affected Merchant's or Recipient's bank shall obtain from the affected Merchant or Recipient the decision whether to grant consent to debit the Merchant's or Recipient's account within ten (10) Business Days from the date the affected Merchant's or Recipient's bank notifies the affected Merchant or Recipient regarding the funds recovery request; and
- 5.4.3 once consent is obtained, We will work with the affected Merchant's or Recipient's bank to return the said funds to You within five (5) Business Days subject to the following:
- 5.4.3.1 if the affected Merchant's or Recipient's account balance is sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and
- 5.4.3.2 if the affected Merchant's or Recipient's account balance is not sufficient to cover the recovery amount, the erroneously credited funds may not be fully recoverable. We will work with the affected Merchant's or Recipient's bank to return the funds that are available in the affected Merchant's or Recipient's account back to You, however any shortfall due to insufficient funds available to be recovered from the affected Merchant's or Recipient's account shall be deemed unrecoverable and We shall not be responsible to recover, reimburse or refund such shortfall to You arising from the Erroneous Transaction.



6. Unauthorised or Fraudulent Transactions via DuitNow QR Service

6.1 For transactions via the DuitNow QR Service which were not authorised by You or which are fraudulent, We will, upon receiving a report from You alleging that an unauthorised or fraudulent transaction via the DuitNow QR Service has been made, remit the funds back to You provided the following conditions are met:

6.1.1 We shall conduct an investigation and determine within fourteen (14) calendar days from the date of Our receipt of such report whether the unauthorised or fraudulent payment as alleged by You did indeed occur; and

6.1.2 if We are satisfied that the unauthorised or fraudulent payment instruction did indeed occur and was not caused by You, We shall initiate a reversal process whereby all debit transactions posted to Your Account arising from the unauthorised or fraudulent payment instruction would be reversed.

7. Liability and Indemnity

7.1 You acknowledge and agree that, unless expressly prohibited by mandatory laws, We and the DuitNow QR Owner & Operator shall not be liable to You or any third party for any direct, indirect or consequential losses, liabilities, costs, damages, claims, actions or proceedings of any kind whatsoever in respect of any matter of whatsoever nature in connection with the DuitNow QR Service offered by Us arising from:

7.1.1 Your negligence, misconduct or breach of any of these DuitNow QR Service Terms and Conditions;

7.1.2 any erroneous transfer of funds by You, including any transfer of funds to the wrong Merchant or Recipient or wrong third party; or

7.1.3 any failure, delay, error or non-transmission of funds due to system maintenance, breakdown or non-availability of any network, software or hardware of GXBank and the DuitNow Owner & Operator

7.1.4 insufficient funds in Your Account for processing of the transactions via the DuitNow QR Service;

7.1.5 You exceeding Your daily transfer limit;

7.1.6 any payment instruction given or purported to be given by You; or

7.1.7 the suspension, termination or discontinuance of the DuitNow QR Service.

7.2 You shall indemnify, defend and hold Us, Our affiliates, and the DuitNow QR Owner & Operator harmless from and against any claims, proceedings, actions, losses, damages, costs (including all legal costs on an indemnity basis), liabilities or expenses resulting from or arising in connection with any fault, act or omission by You (including but not limited to Your negligence, misconduct or breach of any of these DuitNow QR Service Terms and Conditions).



8. General

8.1 You acknowledge and agree that We have the right to:

8.1.1 revise, change, restrict, vary, suspend or modify these DuitNow QR Service Terms and Conditions; or

8.1.2 impose charges or revise the charges for the use of the DuitNow QR Service,

at any time by providing You with thirty (30) calendar days' notice by way of posting on Our website (<https://gxbank.my/notices>) and/ or through any other mode of communication as determined by Us. Such revisions or imposition as aforementioned shall take effect from the date stated in the notice. Where You continue to access or use the DuitNow QR Service after such notification, You shall be deemed to have agreed to and accepted such revisions or imposition as aforementioned.

8.2 You acknowledge and agree that We may terminate Your use of the DuitNow QR Service with Us for any reason, at any time with prior notice to You.

8.3 You consent to the collection, use and disclosure of Your Personal Data by Us, Our affiliates, Our service providers and the DuitNow QR Owner & Operator as required for the purposes of the DuitNow QR Service.

8.4 These DuitNow QR Service Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and You agree to submit to the exclusive jurisdiction of the courts of Malaysia in respect of any dispute arising from or in relation to these DuitNow QR Service Terms and Conditions.

8.5 If You have any enquiries, feedback and/ or request for assistance relating to the DuitNow QR Service, please contact Our Customer Support team via the chat in the GX App. Alternatively, You may call Us at +603 7498 3188 or email Us at ask@gxbank.my.