

Terms and Conditions Governing the National Addressing Database (“NAD”)

In these NAD Terms and Conditions (“**NAD Terms**”), references to “You”, “Your” and “Yours” refers to Citibank Berhad customer and references to “We”, “Our”, “Ours” and “Us” refers to Citibank.

These NAD Terms, the Master Account and Service Terms (“**MAST**”) (including the Confidentiality and Data Privacy Conditions (“**CDPC**”)) and the Local Conditions govern Your use of the NAD service provided by Us. In the event of a conflict between the MAST and the Local Conditions, the Local Conditions prevail; and if there is a conflict between the MAST or the Local Conditions with these NAD Terms, these NAD Terms shall prevail.

In these NAD Terms, the term “**the Terms**” refers collectively to these NAD Terms, the MAST (including the CDPC) and the Local Conditions.

1. Definitions

- (a) “**Account**” means an 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 conventional and/or Islamic current accounts, investment accounts and virtual internet accounts.
- (b) “**Affiliate**” of a person means any entity, present or future, that directly or indirectly Controls, is Controlled by, or is under common Control with the person, and any branch or representative offices thereof. Citibank’s Affiliates include Citibank, N.A. and Citigroup Technologies, Inc.
- (c) “**Common ID**” means a unique identification of a customer which links all DuitNow IDs registered by the customer such as the customer’s identity card number, army number, or police number, or for non-Malaysians, passport number (in the case of an individual) or business registration number (in the case of a corporate customer).
- (d) “**Control**” means that an entity possesses directly or indirectly the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting shares, by contract or otherwise.
- (e) “**Data Protection Law**” means any and all applicable data protection and privacy laws and regulations relating to the processing of Personal Data, including any amendments or supplements to or replacements thereof.
- (f) “**Data Subject**” means a natural person who is identified, or who can be identified directly or indirectly, in particular by reference to an identifier such as, but not limited to, a name, an identification number or, if different, the meaning given to this term or nearest equivalent term under applicable Data Protection Law. For the purpose of these Terms, Data Subjects may be the Company’s or any of its Affiliate’s personnel, related parties, customers, suppliers or payment beneficiaries.
- (g) “**DuitNow**” means a service which allows customers to initiate and receive credit transfers via a recipient’s account number or DuitNow ID.
- (h) “**DuitNow ID**” means identifiers of an account holder such as a mobile number, identity card number, 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.
- (i) “**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 a means of making payment to any person other than the issuer of e-money.

- (j) **“Indirect Losses or Damages”** means any special or punitive damages, or indirect, incidental, consequential loss or damage, or any loss of profits, goodwill, business opportunity, business revenue or anticipated savings.
- (k) **“Losses or Damages”** means any losses or damages (whether such losses or damages are direct, indirect, consequential or otherwise) liabilities, costs, claims, actions or proceedings of any kind whatsoever.
- (l) **“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.
- (m) **“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 referencing the recipient’s DuitNow ID.
- (n) **“NAD Name enquiry”** means a service which returns the name of the owner who has registered its DuitNow ID in NAD.
- (o) **“NAD Operator”** means Payments Network Malaysia Sdn Bhd (Company No.: 836743-D).
- (p) **“Payment Facilitator”** means a third party which facilitates payments, including without limitation, payment system infrastructure, communications, clearing and other payment service providers, and intermediary, agent and correspondent banks.
- (q) **“Personal Data”** means any information that can be used, directly or indirectly, alone or in combination with other information, to identify a Data Subject, and includes personal data as defined under Malaysia’s Data Protection Laws.
- (r) **“Representatives”** means a person’s officers, directors, employees, agents, representatives, professional advisers and Third Party Service Providers.
- (s) **“Third Party Service Provider”** means a third party selected by the receiving party or its Affiliate to provide services to or for the benefit of the receiving party, and who is not a Payment Facilitator. Examples of Third Party Service Providers include technology service providers, business process outsourcing service providers and call center service providers.
- (t) **“Your Personal Data”** means Personal Data relating to a Data Subject received by or on behalf of Citibank from You, Your Affiliates and their respective Representatives and other parties in the course of providing Accounts (as defined in the Terms) and Services (as defined in MAST, and includes the NAD service) to You.

2. The NAD Service

- (a) The NAD service allows You to link an Account that You have with Us to Your DuitNow ID.
- (b) By using the NAD service, You acknowledge that you accept the Terms.
- (c) By linking Your DuitNow ID to Your Account, You have the option of receiving incoming funds via DuitNow or any other payment services that address payments using Your DuitNow ID.
- (d) When You register Your DuitNow ID in NAD, You will also provide Us with Your Common ID which will be linked to Your Account with Your registered DuitNow ID. Your Common ID will be used by other NAD participating banks for the purpose of identifying You, as part of facilitating the DuitNow service.

- (e) You may link more than one of Your DuitNow ID to the same Account. However, You may not link a particular DuitNow ID to multiple Accounts.

3. Modification and Deregistration of your DuitNow ID

- (a) You may update or change Your DuitNow ID that is linked to Your Account via the channels made available to You. We will require a reasonable notice period to effect such changes or update.
- (b) Without prejudice to any of Our rights and remedies, You understand and agree that Your DuitNow ID that is linked to Your Account may be suspended or deregistered by You or by Us, due to the following circumstances:
 - (i) You wish to transfer Your existing DuitNow ID to another Account in another bank/e-money issuer;
 - (ii) You have changed/updated Your DuitNow ID;
 - (iii) You have closed Your Account that is linked to Your DuitNow ID;
 - (iv) the mobile number which You have provided to Us as Your DuitNow ID has been terminated and recycled for use by another person;
 - (v) after a period of inactivity;
 - (vi) Upon investigation, We find out that You or Your DuitNow ID is potentially involved in any fraudulent activity(s); or
 - (vii) in our reasonable opinion upon the occurrence of any event which restricts or hinders our ability or it is impossible, illegal or impracticable for Us to provide or continue to provide the NAD service.
- (c) You will receive a confirmation of de-registration from Us via CitiDirect BE ® as soon as the de-registration is confirmed.

4. Your Information

- (a) You represent and warrant that the DuitNow ID used for registration in NAD belongs to You, is correct, complete and up-to date for the use of the service and You will promptly notify Us if there is any change to the DuitNow ID information provided to Us.
- (b) You acknowledge and agree that other NAD participating banks/e-money issuers may perform a NAD Name enquiry of Your DuitNow ID for the purpose of verifying/identifying Your name to Your registered DuitNow ID, as part of facilitating the DuitNow service.
- (c) You acknowledge and consent to the disclosure of Your DuitNow ID, Your 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, Our Affiliates, service providers, other NAD participants and third parties offering the DuitNow service and their respective customers.
- (d) You acknowledge and agree that We may disclose your DuitNow ID information to anyone who We are under an obligation to disclose information to under the law or where it's in the public interest, for example to prevent or detect fraud and abuse.
- (e) The consents in this Clause are in addition to, and not in substitution, of Your agreement to the Processing (as defined in the CDPC) of Customer Personal Data (as defined in the CDPC) as set out in the MAST (including the CDPC) and Local Conditions.

5. Data Protection

- (a) Your consent and Our right to disclose information shall be in addition to, and without prejudice to the rights accorded to You and Us under the Personal Data Protection Act 2010 and all applicable laws and/or regulations relating to privacy and/or data protection in relation to the

processing of Your Personal Data, including any supplements to or replacements of such laws and/or regulations.

- (b) We will disclose, use and process Your DuitNow ID for the purpose of facilitating the DuitNow service.
- (c) The consents in this Clause are in addition to, and not in substitution, of Your agreement to the authorised/permitted disclosures (as provided in the CDPC) of Confidential Information (as defined in the CDPC) as set out in the MAST (including the CDPC) and Local Conditions.
- (d) We have in place, reasonable security measures (both technical and organisational) against unlawful or unauthorised processing of Your DuitNow ID.
- (e) If Your DuitNow ID is lost, destroyed, or becomes damaged, corrupted or unusable, We will notify You as soon as practicable after We are aware of such fact.

6. Liability and Indemnity

- (a) You acknowledge and agree that in addition to the exclusion of liability provisions in the MAST (including the CDPC) or Local Conditions, We and the NAD Operator shall also not be liable for any Losses or Damages You may suffer as a result of, including but without limitation:
 - (i) Your failure to maintain up-to-date information and Your failure to provide accurate information to us;
 - (ii) Our compliance with any instruction given or purported to be given by You which is apparent to a reasonable person receiving such instruction;
 - (iii) any misuse or any purported or fraudulent use of Your DuitNow ID including instances whereby online fraud is perpetrated by way of any Malware; or
 - (iv) any disclosure of any information as permitted under the MAST (including the CDPC), the Local Conditions, the Terms or any other agreement between You and Us.
- (b) Neither We nor the NAD Operator shall have any liability to any third parties for any Losses or Damages, regardless of whether the Losses or Damages was foreseeable, or We or the NAD Operator have been advised of the possibility of such Losses or Damages, or that such Losses or Damages was in Our, Your, the NAD Operator's or the third party's contemplation.
- (c) Neither We nor the NAD Operator shall have any liability for any Indirect Losses or Damages, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether the Indirect Losses or Damages was foreseeable, or We or the NAD Operator have been advised of the possibility of such Indirect Losses or Damages, or that such Indirect Losses or Damages was in Your, Our or the NAD Operator's contemplation.
- (d) You shall indemnify, defend and hold Us, our Affiliates, the NAD Operator and the NAD Operator's Affiliates harmless from and against any claims, proceedings, actions, losses, damages, costs (including all legal costs on an indemnity basis), liabilities or expenses, whether foreseeable or not, resulting from or arising in connection with any fault, act or omission by You (including but not limited to Your negligence, misconduct or breach of any of the Terms).

7. General

- (a) You acknowledge that We may terminate the use of the NAD service with Us for any reason, at any time and without prior notice. Termination shall not prejudice or affect any right or action or remedy which has accrued or shall thereafter accrue in relation to us. The Terms which by their nature and content must survive termination (including, without limitation, provisions relating to



confidentiality and data privacy, exclusion or limitation of liability, and indemnities provided to Us) shall survive termination.

- (b) You acknowledge that We have the right to change, restrict, vary, suspend or modify the Terms at any time from time to time with notice in such manner as We deem fit. Where you continue to access or use the DuitNow service or NAD service after such notification, You shall be deemed to have agreed to and accepted the Terms as changed, restricted, varied, suspended or modified.
- (c) The Terms are governed by and shall be construed in accordance with the laws of Malaysia and You agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.