



## BSN DUITNOW QR SERVICES TERMS AND CONDITIONS

The following terms and conditions (“**DuitNow QR Services T&Cs**”) govern the Merchant’s use of the DuitNow QR Services (as hereinafter herein) as provided by Bank Simpanan Nasional (BSN) in receiving DuitNow QR Payments (as hereinafter defined) from the Customers (as hereinafter defined).

Capitalised terms used will have the same meaning as defined in these DuitNow QR Services T&Cs unless stated otherwise. By accessing and/or utilizing the DuitNow QR Services, the Merchant agrees to be bound by the DuitNow QR Services T&Cs.

These DuitNow QR Services T&Cs shall be read together with the Terms and Conditions of BSNeBiz (which are available on the BSNeBiz Web), the terms and conditions that are applicable to the Account (which are available on BSN’s Website) and any other applicable terms and conditions governing the relevant products and services of BSN without limitation or qualification.

### 1. INTRODUCTION

The Merchant is required to read and understand the terms and conditions contained herein. By using and/or accessing the DuitNow QR Services, the Merchant consents and agrees:

- a) to be bound by the terms and conditions herein;
- b) that the use of DuitNow QR is at the Merchant’s own risks and the Merchant shall assume all risks incidental to or arising from the use of this DuitNow QR Services; and
- c) to the collection, usage and disclosure of the Merchant’s data (which may include personal data such as contact details), by the Bank to its affiliates, service providers and NAD Operator, as required and deemed necessary, for the purposes of effecting and discharging the DuitNow QR Services.

If the Merchant chooses **NOT** to accept these terms and conditions or any revision made thereto, the Merchant shall not proceed and may immediately discontinue the Merchant’s access and/or usage of the DuitNow QR Services.

### 2. DEFINITIONS

“**Access Codes**” refer to Username, Password, Passcode and/or any such other confidential authentication information that are required to access and/or utilise DuitNow QR Services, whether in the form of words, codes, numbers, sets of characters or biological input and/or such other forms or combinations thereof, as may be prescribed by the Bank from time to time;



## BSN DUITNOW QR SERVICES TERMS AND CONDITIONS

- “Account”** refers to:
- a) BSN Account and all types of deposit accounts offered by the Participants, except for fixed deposit accounts belonging to the Customer(s); and/or
  - b) the Merchant(s) current and/or savings account/i with the Bank;
- “Bank” or “BSN”** refers to Bank Simpanan Nasional a body corporate established under the Bank Simpanan Nasional Act 1974 and having its principal place of business at Wisma BSN, 117, Jalan Ampang, 50450 Kuala Lumpur;
- “BSN’s Website”** refers to BSN’s official website which is accessible at [www.bsn.com.my](http://www.bsn.com.my);
- “BSNeBiz”** refers to a corporate banking portal for registered business entities to access and to perform/utilize BSN’s online banking services;
- “BSNeBiz Mobile Application”** refers to the mobile application with the online banking service(s) of BSN that are made available by the Bank to its customers;
- “BSNeBiz Web”** refers to the website with the online banking service(s) of the Bank which is accessible at <https://www.bsnebiz.com.my/bsn-cdb/commonLogin>;
- “Cashier”** refers to the person who is given the authority by a Merchant to generate QR Codes and receive DuitNow QR Payments from the Customer on behalf of the Merchant. Payments received via DuitNow QR will go into the Merchant’s Account;
- “Customers”** refers to a party who has an Account with a Participant and make the DuitNow QR Payments to the Merchant for the purchase of goods and/or services;
- “DuitNow QR” or “DuitNow QR Services”** refers to an easy and secured instant fund transfer service that allows the Customer to make payments to the Merchant and/or the Merchant to receive funds from the Customer with just a QR Code. DuitNow QR is Malaysia’s National Standard Quick Response (QR) which was established by PayNet under the Bank Negara Malaysia (BNM) Interoperable Credit Transfer Framework (ICTF). For the purpose of this these DuitNow QR Services T&Cs, ‘DuitNow QR Services’ are available via the BSNeBiz Mobile Application and provided by the Bank to allow the Customer and/or the BSNeBiz Mobile Application users to make payments or credit transfers to the Merchant for the goods and/or services obtained and/or purchased;
- “DuitNow QR Payments”** refers to the payments made by the Customer into or credit transfer received by the Merchant in the Merchant’s Account using DuitNow QR i.e. by scanning the BSNeBiz DuitNow QR Code;



## BSN DUITNOW QR SERVICES TERMS AND CONDITIONS

- “Merchant”** refers to Business entity(ies) (including sole proprietary, companies and/or partnership) that has a DuitNow QR Identification (ID), has registered to transact via DuitNow QR (includes Peer-to-Peer Transfers) and is registered with the Bank to become a DuitNow QR Merchant and receives DuitNow QR Payments for the goods and services from a Customer through DuitNow QR;
- “Mobile Devices”** refer to the mobile phones or such other communication devices which are used to access DuitNow QR;
- “National Addressing Database” or “NAD”** refers to the central addressing depository established by the NAD Operator that (i) links a bank to the Merchant’s DuitNow QR ID; and (ii) facilitates payment made to a Merchant’s by referencing the Merchant’s DuitNow QR ID;
- “NAD Operator”** refers to Payments Network Malaysia Sdn Bhd (“PayNet”);
- “Network Service Provider”** refers to any internet service providers providing connection to the Internet;
- “Participant”** refers to an institution (financial or non-financial) that have been granted approval by the NAD Operator to access and enable clearing and settlement of DuitNow QR transactions using mobile banking;
- “Password”** refers to the password to access BSNeBiz Web and the BSNeBiz Mobile Application;
- “Passcode”** refers to the six (6) digit number which is used for authentication and must be keyed in by the Customers or the Merchant to access the BSNeBiz Web and BSNeBiz Mobile Application;
- “QR Codes”** refer to Quick Response Code, a type of matrix barcode or two-dimensional barcode that contains information about an item to which it is attached. For the purpose of these DuitNow QR Services T&Cs, ‘QR Codes’ refer to the DuitNow QR Code. There are two types of QR codes i.e. Static QR Code and/or Dynamic QR Code:
- a) **“Static QR Code”** refers to a fixed and unchangeable code produced by a Merchant which ONLY has the Merchant’s account details embedded within the code; and
  - b) **“Dynamic QR Code”** refers to a unique and changeable code produced by BSN or the Customers that has the BSNeBiz Mobile Application or Customers’ whose account details embedded within the code. The Merchant is required to enter the amount when making DuitNow QR Payments using Dynamic QR Code;
- “QR Promotions”** refer to the promotions created by the Bank and/or Merchant for its



## **BSN DUITNOW QR SERVICES TERMS AND CONDITIONS**

Customers. The promotions apply only for DuitNow QR Payments;

**“Username”** Refers to a unique name made up of a string of characters chosen by Customer or Merchant which must be keyed in to access the BSNeBiz Web or the BSNeBiz Mobile Application.

### **3. ELIGIBILITY**

DuitNow QR Services are offered to the Merchant, subject to the terms and conditions as specified herein.

### **4. DUITNOW QR SERVICES**

- 4.1 To be able to access the DuitNow QR Services, the Merchant shall comply with the following process flow:
- a) Register as the BSN DuitNow QR Merchant at the BSNeBiz Web;
  - b) Download BSNeBiz Mobile application via Play Store (android) /Apple Store (IOS);
  - c) Launch DuitNow QR Services click on DuitNow QR icon to perform transaction;
  - d) Enter the Access Codes to generate the QR Code.
- 4.2 The Merchant agrees to display the QR Code in order to set up and use the DuitNow QR Services.
- 4.3 The Merchant acknowledges that all proprietary rights and intellectual property rights in relation to the DuitNow QR Services belong to the NAD Operator and where applicable, its affiliates, at all times.
- 4.4 Further, the Merchant acknowledges that all copyrights, trademarks/service marks, patents, logos and other intellectual property rights of BSN and/or its related companies and/or its affiliates in BSNeBiz and the contents thereof and if any, in the DuitNow QR Services (including, but not limited to, all information, details, graphics, data, files, text, sound recordings and the sequence and arrangement of the same) shall at all times vest and remain vested in BSN and/or its related companies and/or its affiliates as the case may be. The same shall not be modified, copied, distributed, retransmitted, broadcast, displayed, performed, reproduced, published, licensed, transferred, used, sold or commercially dealt with in any manner without the express prior written consent of BSN or the relevant third party. Any unauthorized reproduction, retransmission or other copying or modification of any of the contents of BSNeBiz may be in breach of statutory or common law rights which could be subject to legal action.
- 4.5 The Merchant shall, and shall ensure that the Merchant and/or the Cashier observe all security measures prescribed by the Bank from time to time relating to DuitNow QR Services in particular, measures to prevent the Merchant’s Access Codes, Username, PIN and/or Mobile Devices from falling into the wrong hands.



## **BSN DUITNOW QR SERVICES TERMS AND CONDITIONS**

- 4.6 The Merchant shall, and shall ensure that its Cashier, take all necessary precautions and diligence to prevent any unauthorized use of the Merchant's DuitNow QR Payment and/or the Merchant's MobileDevices including the following measures:
- a) Check the details of the Account and transactions and report to BSN on any discrepancy in the details without undue delay; and
  - b) Ensure that correct information is provided to the Bank when requesting for the generation of QR Code, such as Account number, name, e-mail address, and mobile number.

### **5. ACCOUNT INFORMATION**

- 5.1 The Merchant shall select the Merchant's OWN Account with the Bank and this account will be used by the Merchant for the receipt of the DuitNow QR Payments. The Merchant further agrees that the Bank is entitled to debit the Merchant's Account for the service charges and/or any other related charges in relation to DuitNow QR Services and the Merchant is prohibited from using any other account which does not belong to the Merchant when providing the DuitNow QR Services.
- 5.2 The Bank does not warrant the accuracy of any information pertaining to the Merchant's Account(s), or transactions as reported through DuitNow QR Services due to time delays, glitches and other similar system delays and/or errors that may occur. Therefore, the Merchant shall regularly review any alerts, statements or notices issued or made available by the Bank, to ensure that there are no errors, irregularities, discrepancies, claims or unauthorized items or transactions, regularly and from time to time.

### **6. BUSINESS RELATED INFORMATION**

- 6.1 The Merchant shall provide true, correct and accurate business information to the Bank which includes information pertaining to the business, contact number, address and email address as well as the information of the Cashier.
- 6.2 In the event there are any changes to the information, the Merchant shall update the information via the BSNeBiz Web and/or notify the Bank immediately in writing or by any other means acceptable to the Bank.
- 6.3 The Merchant acknowledges that the Bank shall not be liable to the Merchant for any loss or damage that may arise due to Merchant's failure or delay to keep the Bank and/or Customer updated as to any changes of information.



**7. SUSPENSION AND TERMINATION OF DUITNOW QR SERVICES**

- 7.1 The Merchant agrees that the Bank has the right to suspend or terminate the Merchant's access to DuitNow QR Services for breach and/or potential breach of any terms herein, or of any laws and/or regulations and/or to ensure or maintain the security of DuitNow QR Services and its users where the Bank deems appropriate.
- 7.2 The Merchant shall not hold the Bank liable for any loss or damage suffered as a result of such suspension or termination of the Merchant's access to DuitNow QR Services.

**8. MERCHANT'S OBLIGATIONS**

- 8.1 The Merchant agrees and undertakes to comply with the following obligations:
  - a) The Merchant shall at all-time comply with the DuitNow QR Services T&Cs;
  - b) The Merchant shall use the DuitNow QR Services responsibly and not use it for any unlawful, illegal and/or unauthorized activities;
  - c) The Merchant shall have good title or ownership over the products and/or services the Merchant offers to Customers;
  - d) The Merchant shall be responsible and be held accountable for the conduct of the Merchant's Accounts. It is the Merchant's duty to educate the Merchant's Cashier(s) on the terms and conditions of DuitNow QR Services and its related services, the Cashier's responsibilities, the DuitNowQR operations and possible risks when using DuitNow QR.

**9. RESTRICTED ACTIVITIES**

- 9.1 The Merchant has a duty to ensure the information provided and activities conducted through the DuitNow QR Services shall NOT:-
  - a) Be false, inaccurate or misleading;
  - b) Be fraudulent or involve the sale of counterfeit or stolen items;
  - c) Consist of providing illegal money lending;
  - d) Be related in any way to any type of gambling and/or gaming activities;
  - e) Infringe on any third party's copyright, patent, trademark, trade secret or other propertyrights or rights of publicity or privacy;

- f) Violate any law, statute, ordinance, contract and/or regulation (including, but not limited to, those governing financial services, consumer protection, unfair competition, antidiscrimination, anti-money laundering or false advertising);
- g) Be defamatory, trade libel, unlawfully threatening or unlawfully harassing;
- h) Facilitate the sale of counterfeit goods;

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

## **10. DUITNOW QR PROMOTION**

### **a) Merchant's DuitNow QR Promotion:**

- i. The responsibility and accountability of the Merchant's DuitNow QR Promotion shall be borne by the Merchant. The Merchant agrees to take all reasonable steps to ensure that the content and/or the terms stated in respect of the Merchant's QR Promotion are correct, fair and DOES NOT in any way violate any rules and laws of Malaysia and/or cause any harm, offense and/or discrimination to the Customers or the general public. In no event the Bank will be held liable for any claim raised by any party in relation to or issue arises from the Merchant's DuitNow QR Promotion;
- ii. Should the Merchant have any reason to believe that the Merchant's Static QR Code has been tampered, the Merchant shall immediately request the Bank to reprint for replacement of the tampered Static QR Code;
- iii. The Merchant acknowledges and agrees that the Merchant may be contacted by and shall answer any query from Customers in relation to the Merchant's QR Promotion.

### **b) The Bank's DuitNow QR Promotion**

The Merchant acknowledges that the Bank may from time to time offer DuitNow QR Promotion to Customers. If Customers uses the Bank's DuitNow QR Promotion, the Merchant will receive the amount minus the Bank's DuitNow QR Promotion value in the Merchant's Account immediately upon successful payment. The Bank's DuitNow QR Promotion value will only be credited into the Merchant's Account within twenty four (24) hours from the successful payment by the Customers.



## **11. INVESTIGATION AND INSPECTION**

11.1 The Bank and/or the NAD Operator may from time to time:

- a) conduct the inspection of the Merchant's outlet or business premises whereby the Merchant hereby agrees and allows the Bank and/or the NAD Operator to enter into its business premises for such purpose; and/or
- b) require the production of documents evidencing the Merchant's identity and business activities, and/or any other relevant document for the purpose of ensuring the compliance with the Bank's internal policy and/or procedures, laws and regulations and/or for any other reasons the Bank and/or the NAD Operator deems fit;

whereby the Bank shall not be responsible or be held liable for any cost incurred by the Merchant in respect thereto.

11.2 The Merchant shall provide assistance to the Bank and/or the NAD Operator in respect of the inspection and/or request for the production of documents as mentioned above and/or in respect of the in any investigation conducted by the Bank in relation to DuitNow QR Services at any time.

## **12. PAYMENT TERMS**

12.1 The Merchant agrees and accepts that any instruction given by the Merchant in respect of the Merchant's Account(s) or any other transaction using the DuitNow QR Services shall at all times be subject to such limits and conditions as may be specified by the Bank from time to time at its discretion.

12.2 Should there be any dispute (such as a dispute over the amount paid due to error or mistake by either the Merchant and/or the Cashier or the Customers), the settlement of such disputes shall be between the Customer and Merchant and/or Cashier.

12.3 Any request for the reversal of any successful DuitNow QR Payment may only be facilitated by the Bank, in its sole discretion, upon the Bank concluding its investigation on the dispute/request and provided that the Bank is fully satisfied that an incident of misdirected, duplicated or incorrect DuitNow QR Payment have occurred. The request from the Merchant for such reversal may be sent to the Bank via email to [bsnebiz\\_support@bsn.com.my](mailto:bsnebiz_support@bsn.com.my).

12.4 The Merchant shall ensure it has and maintains adequate procedures and systems for receiving QR Payments. In the event that the Bank is unable to credit the payment into the Merchant's account due to the Merchant's account being invalid / inactive / closed, the Bank shall not be held liable in any manner for the delay in payment. The Merchant is responsible to ensure an active account is always maintained.



12.5 The Bank shall not be held responsible for disputes arising from, but not limited to:-

- a) The Customer not receiving goods and/or services from the Merchant and/or Cashier;
- b) The Merchant and/or Cashier not being contactable;
- c) Any wrongful or miscommunication between the Merchant and/or the Cashier and the Customers;
- d) Any wrong/fraudulent/unauthorized act by the Merchant.

12.6 The Bank reserves the right at its sole discretion, to refuse to carry out any instruction from the Merchant and/or Cashier in respect of the Merchant's Account(s) or any other transaction using the DuitNow QR Services where the instructions are inconsistent with the Bank's policy or laws or for any other reason.

### **13. SERVICE AVAILABILITY**

13.1 DuitNow QR Services are intended to be available twenty four (24) hours a day, seven (7) days a week. However, the Merchant acknowledges that there may be:

- a) Daily downtime where the Bank carries out maintenance over its systems and equipment; and/or
- b) occasional downtime as informed by the NAD Operator and/or due to any other unforeseen interruption beyond the Bank's control.

The Bank shall not be liable for any loss or damage suffered by the Merchant as a result of the occurrence of any such downtime and/or interruption and/or any loss suffered by any party due to the occurrence of the same.

### **14. CONFIDENTIALITY**

14.1 Should the Merchant receive any data and information through the DuitNow QR Services and/or the Bank which is not intended for the Merchant, the Merchant agrees that all such data or Information shall be disposed/deleted immediately and that the Merchant shall immediately notify the Bank by any means without delay.

14.2 The Merchant shall comply with BSN's Privacy Policy that is available on BSN's Website and all the security and secrecy provisions imposed by any law, regulation, rule or guideline and/or by any authority or body having regulatory powers over it, including and not limited to, where applicable, the provisions under the Development Financial Institutions Act 2002 ("DFIA") and the Personal Data Protection Act 2010 ("PDPA"), and any variation, modification, substitution and amendment thereto.

14.3 The Merchant agrees that BSN and each of its officers may divulge or disclose information pertaining to the Merchant's Accounts, affairs and/or transactions to the following parties:

- a) within BSN, on the need-to know basis, including individuals undergoing practical training or internship program with BSN and BSN's employee;
- b) to the Central Credit Unit, Bank Negara Malaysia and/or Inland Revenue Board (IRB);
- c) to any relevant government or regulatory authorities or such other relevant governmental or quasi-governmental bodies having jurisdiction over BSN;
- d) to any of BSN's banking products and services strategic partners who are under the duty of confidentiality with BSN;
- e) any person and/or party to whom BSN is under an obligation to make disclosure under the requirements of any law, rules, regulations and/or guidelines binding on BSN or any other authority which has jurisdiction over BSN;
- f) to any party providing services or other professional advisers to BSN (including outsourcing vendors, debt collection agents, auditors, solicitors, agents, consultants);
- g) to the subsidiary of BSN provided that to whom such information is disclosed to and the purpose of such disclosure will be notified by BSN to the Customer provided further that BSN shall take all reasonable care to ensure that such information shall remain confidential within BSN's group of subsidiaries; and/or
- h) to any other third parties subject to the Customer's express consent to the same or if required by any Court order, subpoena, law, regulation or by-law.

The Merchant acknowledges and agrees that the permission given herein is for the purposes of DFIA and that no further consent from the Merchant is required for the purposes of these DuitNow QR Services T&Cs.

14.4 For the purpose of providing the DuitNow QR Services, BSN may request the Merchant to provide the Merchant's relevant business information and where applicable, personal data of the Merchant's employees, agents, directors, contact persons, shareholders, representatives, authorized person and shareholdings details of the shareholders. The Merchant hereby warrants that the PDPA has been complied with and that consents have been obtained from where applicable, the Merchant's employees, agents, directors, contact persons, shareholders, representatives and authorized persons in relation to the disclosure and processing of their personal data for the aforesaid purposes.

- 14.5 Subject to Clause 14.4 above, the Merchant consents to and authorizes BSN to process (as defined under the PDPA) including to transfer the business information and the personal data provided by the Merchant to other external parties in Malaysia and in other countries, including but not limited to the parties or bodies listed under Clause 14.3 above for the maintenance, storage and retention of the Merchant's personal data, within or outside Malaysia, for the purpose of the provision of the DuitNow QR Services.
- 14.6 The Merchant confirms that all the business and personal information and data furnished to the Bank are all true, up to date and accurate and should there be any changes to any personal information or data set forth herein, the Customer shall notify BSN promptly.

## **15. LIMITATION OF LIABILITIES**

- 15.1 The Merchant acknowledges that BSN make no warranties of any kind with respect to the DuitNow QR Services and/or BSNeBiz Mobile Application, whether express or implied, including but not limited to the merchantability or fitness for a particular purpose except as otherwise expressly stated in these terms and conditions. To the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies), BSN expressly disclaims liability with respect to any delays, failure or error in the Merchant's use of the DuitNow QR Services and/or BSNeBiz Mobile Application.
- 15.2 BSN shall not be liable for any loss or damages suffered, including without limitation to loss of income or profit, or any indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties, arising out of or in connection with the DuitNow QR except where such loss or damages were directly caused by the Bank's gross negligence, wilful default or fraud.
- 15.3 The Merchant hereby agrees to be liable for, indemnify and hold harmless BSN from and against any and all losses, claims, damages, liabilities, obligations, costs, fees and expenses whatsoever (including legal fees on a solicitor and own client basis) that are caused by reasons or arising from the following:
- a) any breach by the Merchant of any of its obligations, undertakings and/or covenants under these DuitNow QR Services T&Cs;
  - b) the Merchant's, the Cashier's and/or the Customer's use of the DuitNow QR Services;
  - c) the provision of and/or any warranty of representation made by the Merchant and/or Cashier in respect of the goods and/or services supplied by the Merchant to the Customers;



## BSN DUITNOW QR SERVICES TERMS AND CONDITIONS

- d) any action or claim by any person arising from misconduct, mistake, default, fraud, negligence or unauthorized act of the Merchant and/or the Cashier (including the Merchant's and/or the Cashier's employees, servants or agents) and/or the Customer;
- e) BSN enforcing its rights against the Merchant and/or the Cashier;
- f) The illegal, unlawful and/or unauthorized access to or use of the Merchant's Account or the DuitNow QR Services;
- g) BSN complying with any court judgment or any court order, or any decree or directive or order whether or not having the force of law issued by any legally constituted tribunal body entity or authority, arising from any court actions or court proceedings or from any other proceedings, actions or claims other than that of a court and which are applicable to or directed to or in any way related to the Merchant.

### 16. FEES AND CHARGES

- 16.1 The Merchant acknowledges that the Bank shall, subject to giving the Merchant twenty-one (21) calendar days' prior notice in the manner deems fit by the Bank, be entitled to impose service charges or transaction fees and/or revise them from time to time in respect of the Merchant's use of or access to the Bank's DuitNow QR Services or any part thereof.
- 16.2 The service charges or transaction fees may be varied from time to time at the discretion of the Bank.
- 16.3 The Merchant acknowledges and accepts that the Merchant is responsible for all charges imposed by service providers in enabling Customers to access and/or connect to DuitNow QR Services and/or BSNeBiz Mobile Application. The Merchant is also responsible for any fees and charges imposed by any Network Service Provider.
- 16.4 Subject to the terms and conditions of the Merchant's Account(s), the Merchant acknowledges that the Bank reserves the right to debit the Merchant's relevant Account(s) for any amount and any Government charge or tax payable for any successful transaction as a result of the use of the DuitNow QR Services.
- 16.5 The Bank's decision on all matters relating to the eligibility of the DuitNow QR Service shall be final and binding on all Merchants and any related parties herein.

**17. FORCE MAJEURE**

The Bank shall not be liable for any failure or delay on its part in performing any of its obligations, or for any loss or damage caused, or charges or expenses incurred or suffered by reason of such failure or delay, in so far as, such failure or delay is occasioned by any cause beyond the control of the Bank including (but not limited to) software or hardware viruses or other contaminants, act of terrorism, interruption of network connectivity, network environment and/or electric or power supply, interruption or downtime of BSNeBiz or the DuitNow QR Service, war, strikes, riot, or civil commotion, government action, rules and regulations or legislation of government, acts of God, outbreak of epidemic and/or virus and enemy action.

**18. GOVERNING LAW**

All questions concerning the construction, validity, enforcement and interpretation of the terms and conditions stipulated herein shall be governed by and construed and enforced in accordance with the laws of Malaysia. The parties hereby submit to the jurisdiction of the Courts of Malaysia for the purpose of any suit, action or other proceeding arising out of or based on the terms and conditions herein.

**19. AMENDMENT, VARIATION AND MODIFICATION**

19.1 The Bank reserves the right to add, modify or remove any DuitNow QR features at its discretion from time to time as it sees fit, by providing at least twenty-one (21) calendar days' written notice prior to the date in a manner the Bank deems fit.

19.2 From time to time, BSN may revise these DuitNow QR Services T&Cs, subject to giving twenty one (21) days' prior notice to the Merchant in the manner deems fit by the Bank. If the Merchant opts to continue using DuitNow QR Services after any revision to these DuitNow QR Services T&Cs, the Merchant shall be deemed to have accepted the revised DuitNow QR Services T&Cs accordingly. Any notification from BSN to the Merchant can be made via announcement on BSN's website or at premises or by registered post or ordinary post to the Merchant at the current address kept by BSN or through short message service (SMS) or any other manner that is deemed appropriate by BSN.

**20. SEVERABILITY**

Each of the terms in these DuitNow QR Services T&Cs is severable and distinct from the others and if at any time one or more of such terms is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way thereby.



**21. ASSISTANCE AND FEEDBACK**

For any assistance and/or feedback related to these DuitNow QR Services T&Cs, the Merchant may contact the Bank's Contact Centre at 1-300-88-1900 at operation hour or by e-mailing the inquiries/feedback to [bsnebiz\\_support@bsn.com.my](mailto:bsnebiz_support@bsn.com.my)