



JOMPAY STANDARD PAYER TERMS

1 PAYMENTS

- 1.1 The **Bank** will process payment to Biller in accordance with the **Customer's** Payment Instructions based on the following timelines:

Payment Initiated by Customers		*Funds Received by Beneficiaries		*Refund for Unsuccessful Transactions
Business Days (Mon - Fri)	Before 5:00 am	Same business day	By 11.00 am	By 5.00 pm
	5.01 am - 8.00 am		By 2.00 Pm	By 8.00 pm
	8.01 am - 11.00 am		By 5.00 Pm	By 11.00 pm
	11.01 am - 2.00 pm		By 8.00 pm	By 11:00 am, next business day
	2.01 pm - 5.00 pm		By 11.00 pm	
	After 5.00 pm	Next business day	By 11.00 am	By 5.00 pm
Non-Business Days (Saturday, Sunday and Federal Territory Public Holidays)		Next business day	By 11.00 am	By 5.00 pm

- 1.2 The **Bank** will not accept orders to stop Payment Instructions once the **Customer** have instructed the **Bank** to make the Payment Instructions except when:
- 1.2.1 The **Bank** has reasonably concluded that the Payment Instructions were fraudulent or unauthorised; or
- 1.2.2 The Payment Instructions are future dated payments that the **Bank** have not transmitted to IBG.
- 1.3 The **Customer** should notify the **Bank** immediately if the **Customer** becomes aware that he/she have made a mistake (except for underpayment) when instructing the Bank to make a payment, OR if the **Customer** did not authorise a payment that has been made from the **Customer** account. Recovery of funds for such payments shall be described in Clause 2.
- 1.4 In the event of an underpayment, the **Customer** may make another payment for the difference of the said amount.
- 1.5 The **Bank** will notify the **Customer** the status of the JomPAY payment instructions including the reasons of rejected or failed "Payer not-present" payment instructions. However, the **Customer** have the option not to receive these notifications upon request.



2 RECOVERY OF FUNDS AND LIABILITY FOR PAYMENTS

- 2.1 The **Bank** will rectify Mistaken Payment Instruction made by the **Customer** according to the terms and conditions herein, provided the following conditions are satisfied:
- a) The **Customer** immediately inform the **Bank** that the Customer becomes aware of any delays or mistakes in processing Payment(s); and
 - b) The **Bank** are satisfied that Mistaken Payment Instruction has occurred.
- 2.2 Subject to Clause 2.1, the **Bank** will attempt to rectify any such matters in relation to Mistaken Payment Instructions made by the **Customer**, in the way described in this clause:
- a) For misdirected payments, duplicated payments or incorrect Biller Code or incorrect RRN (fields as set out on JomPAY platform), the **Bank** shall submit a request to recover funds to the Crediting Participant that received the erroneous funds;
 - b) Upon the **Bank's** satisfaction that the error for incorrect amount payment is caused by the Biller, the **Bank** shall submit a request to recover funds to the Biller Bank of the Biller for the error and carry out a Reversal to the Customer's account upon successful recovery of the funds;
 - c) For payment that is not completed or failed at the **Bank's** end, the **Bank** shall credit back the amount of the failed payment into the **Customer's** account upon the **Bank's** satisfaction that the Payment Instruction has failed and was not duly processed at the **Bank's** end;
 - d) For payment that is not completed or failed at the Scheme Operator's end or the Crediting Participant's end, the **Bank** shall credit back the amount of the failed payment to the **Customer** account before initiating a recovery of funds request.
- 2.3 Recovery of funds requests made on the **Customer** behalf for Mistaken Payments mentioned in Clause 2.2 or Erroneous Payments shall be processed in accordance with Clause 3. Subject to Clause 3, the **Bank** will work with the Affected Participant to request and recover the funds on the **Customer's** behalf.
- 2.4 All enquiries or complaints raised by the **Customer** regarding Mistaken Payment Instruction shall be resolved no later than fourteen (14) Business Days. All enquiries and complaints received after 5pm on a Business Day would be deemed received at the start of the next Business Day.
- 2.5 The **Bank** is entitled to debit the **Customer's** account (for recovery of funds), in the event the **Bank** did not debit the **Customer's** account after Payment Instruction has been properly and successfully executed.
- 2.6 Subject to Clause 3 herein (for requests of funds made by Debiting Participant) the **Bank** is entitled to debit the **Customer's** account for funds credited into the **Customer's** account due to the following payments made by persons other than the **Customer** :
- a) Mistaken Payment Instructions;
 - b) Erroneous Payment Instruction;
 - c) Unauthorised Payment Instruction
 - and d) Fraudulent Payment Instruction;



3 ERRONEOUS PAYMENT INSTRUCTION/MISTAKEN PAYMENT INSTRUCTION

3.1 The **Customer** may request for recovery of funds that were incorrectly transferred to Affected Bank Customer who is a non-Biller in the following manner:

3.1.1 Recovery of funds wrongly credited to Affected Bank Customer who is not a Biller, of which request is received within twenty one (21) Business Days from date of Erroneous Payment Instruction/Mistaken Payment Instruction, the **Bank** shall proceed with the recovery of funds and remit the funds into the **Customer** account within one (1) Business Days, if the following conditions are met:

3.1.1.1 The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account;

3.1.1.2 There is sufficient balance in the affected account; and

3.1.1.3 There is no evidence that the Affected Bank Customer is entitled to the funds in question.

3.1.2 Recovery of funds wrongly credited to Affected Bank Customer who is not a Biller, of which request is received between twenty two (22) Business Days and seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction, the **Bank** shall proceed with the recovery of funds and remit the funds into the **Customer** account within fifteen (15) Business Days, if the following conditions are met:

3.1.2.1 The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account;

3.1.2.2 There is sufficient balance in the Affected Bank Customer's account; and

3.1.2.3 There is no evidence that the Affected Bank Customer is entitled to the funds in question.

3.1.3 Recovery of funds wrongly credited to Affected Bank Customer who is not a Biller, of which request is received after seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction; the **Bank** shall proceed with the recovery of funds and remit the funds into the **Customer's** account within fifteen (15) Business Days, if the following conditions are met:

3.1.3.1 The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account; and

3.1.3.2 There is no evidence that the Affected Bank Customer is entitled to the funds in question; and

3.1.3.3 The Affected Bank Customer has given its consent for us to debit their account.



- 3.2 The **Customer** may request for recovery of funds that were incorrectly transferred to Affected Bank Customer who is a Biller in the following manner:
- 3.2.1 Subject to Clause 3.2.2, if the request is received within twenty one (21) Business Days from date of Erroneous Payment Instruction/Mistaken Payment Instruction, the **Bank** shall proceed with the recovery of funds and remit the funds into the **Customer** account within one (1) Business Day :
- a) If the Affected Participant is fully satisfied that funds were erroneously credited to the Affected Biller;
 - b) The funds have been credited to the Affected Biller's account;
 - c) The Affected Biller has not acted on RTN;
 - d) The RTN has not been delivered to the Affected Biller;
 - e) There is sufficient balance in the Affected Biller's account to cover the recovery amount; and
 - f) The Affected Participant shall give written notification to the Affected Biller before debiting its account.
- 3.2.2 If the funds have not been credited to the Affected Biller's account and that the Affected Biller has acted on RTN (has delivered goods or has provided services), the funds may not be fully recovered.
- 3.2.3 Recovery of funds wrongly credited to Affected Bank Customer who is a Biller, of which request is received between twenty two (22) Business Days and seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction, the recovery of funds shall be processed in accordance with Clause 3.1.2 herein.
- 3.2.4 Recovery of funds wrongly credited to Affected Bank Customer who is a Biller, of which request is received after seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction; the recovery of funds shall be processed in accordance with Clause 3.1.3 herein.
- 3.3 Notwithstanding the aforesaid, if the funds for Erroneous Payment Instruction or Mistaken Payment Instruction cannot be recovered or fully recovered due to insufficient balance in the Affected Bank's Customer's account, it will be deemed an Unrecoverable Loss. For avoidance of doubt the party who is responsible for the error, caused the error, causing the incomplete or failed Payment is liable for the Unrecoverable Loss.

Unauthorised Payment Instruction and Fraudulent Payment Instruction

- 3.4 The **Bank** shall upon receiving report from the **Customer** alleging that Unauthorised Payment Instruction was made, or upon becoming aware of Unauthorised Payment Instruction originating from the **Bank**, remit the funds into the **Customer** account within one (1) Business Day from date of receipt from the Biller, if the following conditions are met:
- 3.4.1 the **Bank** shall conduct an investigation and determine within fourteen (14) calendar days, if the Unauthorised Payment Instruction did occur;



- 3.4.2 if the **Bank** are satisfied that the Unauthorised Payment Instruction did indeed occur, the **Bank** shall initiate a Reversal process whereby all debit posted to the **Customer** account arising from the Unauthorised Payment Instruction would be reversed; and
- 3.4.3 the Crediting Participant has not applied some or all the funds in question for the benefit of the beneficiary of fraud.
- 3.5 For Fraudulent Payment Instruction, the **Bank** shall upon receiving report from the **Customer** alleging that Fraudulent Payment Instruction was made, or becoming aware of Fraudulent Payment Instruction originating from the **Bank**, remit the funds into the **Customer's** account within one (1) Business Day from date of receipt from the Biller, if the following conditions are met:
 - 3.5.1 the **Bank** shall conduct an investigation and determine within fourteen (14) Business Days, if the Fraudulent Payment Instruction did occur;
 - 3.5.2 if the **Bank** are satisfied that the Fraudulent Payment Instruction occurred or fourteen (14) Business Days, has lapsed, the **Bank** shall initiate a Reversal process whereby all debit posted to the **Customer** account arising from the Fraudulent Payment Instruction would be reversed; and
 - 3.5.3 the Crediting Participant has not applied some or all the funds in question for the benefit of the beneficiary of fraud.
- 3.6 Notwithstanding the aforesaid, if the funds for Unauthorised Payment Instruction or Fraudulent Payment Instruction cannot be recovered or fully recovered, it will be deemed an Unrecoverable Loss.
- 3.7 No chargeback rights will be available under the Scheme and will not be applicable for Payments made using Cards.
- 3.8 The **Customer** shall indemnify the **Bank** against any loss or damage suffered due to any claim, demand or action brought against the Bank arising directly or indirectly from any breach of these Terms and Conditions, negligent and fraudulent acts by the **Customer**

4 BATCH PAYMENTS

- 4.1 Subject to the **Bank's** agreement, the **Customer** are allowed to do Batch Payment:
 - a) The **Customer** are making Batch Payment on the Customer's behalf; or
 - b) The **Customer** are making Batch Payment on behalf of the **Customer** related entities to discharge the entities' debts, or debts of the said entities to one or more Billers.
- 4.2 The **Customer** are allowed to do Batch Payment by debiting the **Customer's** CASA accounts held with the **Bank**, as the case may be.
- 4.3 The **Customer** warrant to us that:



- a) such Batch Payment is made on the **Customer's** own account as a Payer, or as Payer in the ordinary course of its business makes multiple payments on the **Customer's** own behalf, or on behalf of the **Customer** related entities to discharge the entities' debts, or debts of the said entities to one or more Billers and not for the benefit of other person; and
- b) such Batch Payment is made not for the purpose of carrying on business of making payments through the Scheme using Batch Payment method.

4.4 All other terms and conditions of this Agreement also apply to Batch Payment.

5 PAYMENT QUERIES

- 5.1 The **Bank** shall, in good faith, attempt to settle all payment queries or disputes with the **Customer** arising in connection with the JomPAY service amicably by mutual agreement.
- 5.2 In the case of an aforesaid dispute or conflict, the **Customer** is entitled to seek recourse via the industry mediation and arbitration bodies such as the Financial Ombudsman Scheme.
- 5.3 The **Customer** also have the right to lodge a complaint with the Scheme Operator if there are allegations of the **Bank's** non-compliance of the JomPAY Scheme Rules. However, the Scheme Operator's review of such complaints shall be confined to:
 - 5.3.1 Determination whether there has been non-compliance;
 - 5.3.2 Stipulating remedies for Participants to correct or address the non-compliance; and
 - 5.3.3 Determination if penalties are applicable for the non-compliance.
- 5.4 All decisions rendered by the Scheme Operator in response to complaints from the **Customer** shall be binding on the parties.

6 SUSPENSION

- 6.1 The **Bank** may suspend the **Customer's** right to use the Scheme at any time in the circumstances specified in the terms and conditions governing the Customer's relationship and accounts with the Bank.

7 BILLER CANNOT PROCESS PAYMENT

- 7.1 If the **Bank** is informed that payment by the **Customer** cannot be processed by a Biller, the **Bank** will :
 - a) Inform the **Customer** about this; and
 - b) Credit the **Customer's** account with the amount of the payment.



8 ACCOUNT RECORDS

- 8.1 The **Customer** must check its account and immediately report to the **Bank** as soon as the **Customer** is aware of any errors or of any payment(s) that the **Customer** did not authorize, or the **Customer** suspects were made by someone else without the **Customer's** permission.

9 JomPAY

- 9.1 The **Bank** will notify the **Customer** if the **Bank** is no longer a Participant.
- 9.2 The **Customer** must inform the **Bank** the information required as specified in Clause 11, when informing to make a Payment Instruction. The **Bank** will debit the designated account with the amount of the Payment Instruction.
- 9.3 Payment can be made to the debit of CASA maintained by the Customer with the **Bank**.
- 9.4 The **Customer** acknowledges that these terms and conditions are in addition to terms and conditions governing its relationship and accounts with the Bank. In the event of any inconsistency between those terms and conditions and these terms and conditions, these terms and conditions shall apply to the extent of such inconsistency in the context of JomPAY.
- 9.5 All Payment Instruction or Payment shall be made by the **Customer** in accordance with our prevailing policies, procedures, and rules. 9.6 The **Customer** acknowledge that the receipt by a Biller of a Mistaken Payment Instruction or Erroneous Payment Instruction does not or will not constitute under any circumstances part of whole satisfaction of any underlying debt owed between the **Customer** and that Biller.

10 VALID PAYMENT INSTRUCTION

- 10.1 The **Bank** will treat the **Customer's** instructions to make a payment as valid if they comply with the terms and conditions governing the Customer's use of electronic banking services of the Bank.

11 INFORMATION REQUIRED

- 11.1 The **Customer** shall provide such information as may be required by the **Bank** from time to time to give effect to the Payment Instructions, including but without limitation:
- a) Biller Code;
 - b) Ref-1;
 - c) Ref-2 (if stated in Payer's Bill);
 - d) Amount;
 - e) Payment account type.



- 11.2 The **Customer** acknowledges that the **Bank** is not obliged to effect a payment if the **Customer** do not give the **Bank** all information required or if any of the information given is inaccurate.

12 AMENDMENTS TO TERMS

- 12.1 The **Bank** can change these terms and conditions at any time by giving written notice to the **Customer** by;
- (a) by giving the **Customer** prior written notice of 30 Business Days or
 - (b) immediately if we consider such change as necessary for us to comply with any requirements of the Scheme, PayNet and/or under applicable law
- 12.2 As a result of any change the **Bank** make, or for any other reason, the **Customer** may at the **Customer's** option choose to no longer use the Scheme.

13 PAYMENT CUT-OFF TIME

- 13.1 If the **Customer** order Payment Instructions to a Biller before the Payment Cut-Off Time for the Business Day, the Biller is deemed to have received payment on the same Business Day. However, the payment may take longer to be credited to a Biller if Payer orders Payment Instructions after the Payment Cut-Off Time or on a Saturday, Sunday or a public holiday the Biller is deemed to have received Payment on the next Business Day.
- 13.2 The **Bank** shall, at the minimum, disclose the Payment Cut-Off Time to the **Customer** at the banking channel where the **Customer** are initiating the Payment Instruction, or otherwise ensure that the Payment Cut- Off Time is made known to the **Customer**.

14 CONSEQUENTIAL DAMAGES

- 14.1 The **Bank** is not howsoever liable for any consequential loss or damage suffered by the **Customer** as a result of using the Scheme.

15 PERSONAL DATA PROTECTION

- 15.1 The **Customer** acknowledge that when the **Customer** use the Scheme to make payment, the **Customer** agrees that the **Bank** can disclose the **Customer** personal data to the Scheme Operator, Billers, Crediting Participants and other Debiting Participants.
- 15.2 The **Bank** are processing the **Customer's** personal data, including any additional information the **Customer** may subsequently provide, for the following purposes ("Purposes"):
- (a) assessing and processing any application form by the **Customer** or concerning the **Customer**;
 - (b) performing the **Customer's** contract and such other contracts as the **Customer** may have entered with the **Bank** or which the **Customer's** employer or principal may have entered with the **Bank**;
 - (c) issuing the **Customer's** documentation relevant to any contract between the **Bank** and **Customer**;
 - (d) managing and administering the **Banks** records;



- (e) facilitating or enabling any checks that the **Bank** conduct or by any third party on the **Customer** from time to time;
- (f) assisting any government agencies or bureaus or bodies including for the purposes of police or regulatory investigations;
- (g) facilitating the **Customer's** compliance with any laws or regulations applicable to the **Customer**;
- (h) communicating with the **Customer** and responding to the **Customer** enquiries;
- (i) conducting the **Bank** research, internal activities, internal market surveys and trend analysis;
- (j) complying with any laws or regulations applicable to the **Bank's** business;
- (k) sending the **Customer** information on any of the **Bank's** products, services, conferences or seminars (in the event the **Customer** consent to receiving such information) or such other purposes as may be related to the foregoing

- 15.3 The **Customer** agrees that the **Bank's** use the **Customer's** transactional information as is necessary to process payment(s). The **Customer's** personal data may be disclosed to any offices or branches and/or the subsidiaries or related companies of the Bank and/or of Deutsche Bank AG, all governmental and/or quasi-governmental departments and/or agencies, regulatory and/or statutory bodies, such as but not limited to Bank Negara Malaysia, Bursa Malaysia and Securities Commission, our auditors, banks, valuers, lawyers, auctioneers, insurers, business partners and/or service providers and any other third party that The **Customer** have requested or authorized the **Bank** to disclose The **Customer's** personal data to or for the above purposes or for any other purposes for which The **Customer's** personal data was to be disclosed at the time of its collection or any other purposes directly related to any of the above Purposes.
- 15.4 The **Customer** must notify the **Bank** if any of the **Customer's** personal information is inaccurate or changes and the **Customer** consents that the updated personal information could be disclosed by the Bank to all Participants in the Scheme, for the purpose of Clause 15.1.
- 15.5 The **Customer** can request access to the personal data held by the **Bank** with written notice.
- 15.6 The **Customer** acknowledges that if the **Customer's** personal data is not disclosed to the parties specified in Clauses 15.1 and 15.3, it will not be possible to process the **Customer's** requested payment(s) or use of the Scheme.

16 DEFINITIONS AND INTERPRETATION

The following words in the above have these meanings:-

Term	Description
Affected Bank Customer	A customer of any Participant whose bank account has been erroneously debited or credited due to erroneous or Fraudulent Payment Instructions caused by
Affected Biller	A Biller that received erroneous or Fraudulent Payment Instructions and/or funds due to errors of other Participants, Customers or PayNet.



Affected Participant	A Participant that received Erroneous or Fraudulent Payment Instructions and/or funds due to errors of other Participants, Customers or PayNet.
Bank	Deutsche Bank (Malaysia) Berhad
Batch Payment	Payments made to one or more Billers by grouping and bundling individual Payment Instruction(s) and collectively transmitting these Payment Instruction(s) at scheduled times
Bill	An itemised statement of money owed, or a request to pay, for purchase goods, provision of services and/or any other business transaction.
Biller	Government agencies, statutory bodies, sole proprietor or partnership businesses, a company or an organisation, societies, charities participating in the Scheme to collect Bill payments.
Biller Bank	A Participant appointed by a Biller to facilitate the Biller's collection of Bill payments via JomPAY.
Biller Code	An alpha numeric code uniquely identifying either: <ul style="list-style-type: none"> • a Biller; or • a Biller's product or service category for purposes of routing Payments to the Biller.
Business Day	Any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.
CASA	Current account and savings account.
Card	Credit card, charge card and prepaid card issued in Malaysia.
Card Accounts	Credit card account(s), charge card account(s) and prepaid card account(s).
Customer	A client of the Bank
Debiting Participant	means banks and e-money issuer participating in JomPay where the Payer maintains Account(s)
Erroneous Payment	A Payment Instruction that is initiated wrongly or is incorrect as follows:
Instruction	<ul style="list-style-type: none"> • Participants post erroneous entries to Billers'/Payers' bank accounts, or generate invalid, incorrect, misdirected or duplicated Payment Instructions on behalf of Billers'/Payers' due to technical errors or operational errors; • Technical or operations errors at the Scheme Operator that results in incorrect or duplicated Payment Instructions; and • Mistaken Payment Instruction which is directed to the wrong Billers/Payers, contains incorrect recipient reference numbers, carries the wrong amount, or is duplicated.
Fraudulent Payment Instruction	A Payment which has been induced by dishonest or fraudulent means and which the Payer requests be refunded. It includes cases where a Payer makes a Payment as a result of a fraudulent invoice issued by a third party who purports to be a Biller (and is not in fact a Biller) or a third party who impersonates a Biller.
Interbank GIRO or IBG	An interbank payment and funds transfer system that facilitates payments and collections via the exchange of digitized transactions between banks.
IBG Same Day Cut-Off Time	The deadline on a Business Day whereby funds from a Payment Instruction: <ul style="list-style-type: none"> • Initiated before this deadline would be credited on the same Business Day • Initiated after this deadline would be credited on the next Business Day.
JomPAY Brand	The brand, icon, logo and marks for the JomPAY Scheme.



Scheme	Is a service offered by PayNet which facilitates industry wide ubiquitous Bill payments through the use of standard Biller Codes and Recipient Reference Numbers.
PayNet	Payments Network Malaysia Sdn Bhd
Mistaken Payment Instruction	<p>A payment that is made, or not made, to a person or for an amount which is not in accordance with a Payer's Payment Instructions or contains an error in the Payment Instructions from the Payer resulting in payments which:</p> <ul style="list-style-type: none">• are directed to the wrong Customers• contain incorrect Recipient Reference Numbers• carry the wrong amount; or• are duplicated.
Participant	A financial institution that is licensed under Financial Services Act 2013, Islamic Financial Services Act 2013 and/or Development Financial Institutions Act 2002 that is a member of the Scheme.
Payer	Individuals, companies, body corporate, businesses (including sole proprietors and partnerships), government agencies, statutory bodies, societies, and other customers that make payments to Billers using the Scheme.
Payer Bank	A Participant in the Scheme who offers services that allow Payers to initiate Payment Instruction.
Payment Instruction or Payment	<p>An order from a Payer to its Payer Bank directing the Payer Bank to:</p> <ul style="list-style-type: none">• Draw funds from the Payer's bank account; and• Transmit an IBG entry to transfer funds to the Biller Bank to pay a Biller for a Bill.
Reversal	<p>means a transaction that :</p> <ul style="list-style-type: none">a) is initiated by a Biller to cancel an Erroneous Payment Instruction;b) may involve the making of a debit or credit adjustment to the account of the Payer to which the Erroneous Payment Instruction relates; andc) may involve an adjustment to the bank account(s) of the Biller named in the Erroneous Payment Instruction, if funds from the Erroneous Payment Instruction have been applied to the bank account(s).
Scheme Operator or SO	The owner and the operator of the JomPAY Scheme.
Real-time Notification or RTN	A form of electronic message sent to a Biller to provide advance notice of incoming payment from a Payer once the Payer's bank account has been successfully debited for a Payment Instruction to the Biller.
Unauthorised Payment Instruction	<p>A payment made without the authority of the Payer who is purported to have given the Payment Instruction which initiated that payment (and from whose account that Payment was debited) or a Payment made by a Payer which is void for any reason other than fraud. It includes cases where the Payment has been made by a third party who has obtained unauthorised access to a Payer's account and makes unauthorised transactions from the Payer's account to make other payments. However, it does not include a Fraudulent Payment Instruction.</p>
Unrecoverable Loss	The portion of funds credited to the wrong party due to Erroneous Payments or Fraudulent Payments that cannot be retrieved after Participants have exhausted the recovery of funds process.