



## (A) TERMS AND CONDITIONS GOVERNING THE NATIONAL ADDRESSING DATABASE (NAD)

The following terms and conditions (“**NAD Terms and Conditions**”) govern Your use of the National Addressing Database (as defined herein) in relation to the DuitNow services 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

<b>Account</b>	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.
<b>Common ID</b>	means a unique identification of a customer, such as the customer’s mobile number, NRIC, army number or police number, or for non-Malaysians, passport number (in the case of an individual), or in the case of a non-individual, the business registration number, or any other identifiers as may be introduced by the NAD Operator from time to time, which links all DuitNow IDs registered by the customer.
<b>DuitNow</b>	means a service which allows customers to initiate and receive credit transfers using a recipient’s DuitNow ID.
<b>DuitNow ID</b>	means an identifier of an account holder such as a mobile number, NRIC 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.
<b>e-money account</b>	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.
<b>Malware</b>	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.
<b>National Addressing Database or NAD</b>	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(s) 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 or PayNet** means Payments Network Malaysia Sdn Bhd (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 is not limited to, the customer's name, address, NRIC number, passport number, banking information, email address and contact details.

## 2. The NAD Service

- 2.1 The NAD service allows You to link an Account that You have with Us to Your DuitNow ID.
- 2.2 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.
- 2.3 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.
- 2.4 You may link more than one (1) of Your DuitNow IDs to the same Account. However, You may not link a particular DuitNow ID to multiple Accounts.

## 3. Modification and Deregistration of Your DuitNow ID

- 3.1 You may update or change Your DuitNow ID that is linked to Your Account via the GXBank mobile application ("**GX App**"). We will require a reasonable notice period to effect such changes or updates.
- 3.2 You understand and agree that Your DuitNow ID that is linked to Your Account may be deregistered by You or by Us, under the following circumstances:
  - (a) You wish to transfer Your existing DuitNow ID to another Account in another bank/ e-money issuer;
  - (b) You have changed or updated Your DuitNow ID;
  - (c) You have closed Your Account that is linked to Your DuitNow ID;
  - (d) the mobile number which You have provided to Us as Your DuitNow ID has been terminated and/ or recycled for use by another person;
  - (e) after a period of inactivity; or

- (f) upon investigation and or upon receipt of a police report, We find out and/ or suspect that You or Your DuitNow ID is potentially involved in any fraudulent activity(s).

3.3 Where deregistration is initiated by You via the GX App, You will receive confirmation on its successful or failed status via the GX App or any of Our other available communication channels.

#### **4. Your Information**

4.1 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 DuitNow service and You will promptly notify Us if there is any change to the DuitNow ID or Common ID provided to Us.

4.2 You acknowledge and agree that other NAD participating banks and/ or 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.

4.3 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 or merchants under the DuitNow services, Our affiliates, Our service providers, other NAD participants and third parties offering the DuitNow service and their respective customers.

4.4 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.

#### **5. Data Protection**

5.1 Your consent and Our right to process Your Personal Data shall be in addition to, and without prejudice to the rights accorded to You under the Personal Data Protection Act 2010 and any other applicable laws in Malaysia. Please see Our [Data Privacy Policy](#) to learn more about how We process Your Personal Data.

5.2 We have in place reasonable security measures (both technical and organisational) against unlawful or unauthorised processing of Your DuitNow ID.

#### **6. Liability**

6.1 You acknowledge and agree that We and the NAD Operator shall not be liable to You for any losses or damage You may suffer as a result of, including but not limited to:

- (a) Your failure to maintain up-to-date information and Your failure to provide accurate information to Us;
- (b) Our compliance with any instruction given or purported to be given by You which is apparent to a reasonable person receiving such instruction;



- (c) 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
- (d) any disclosure of any information which You have consented to Us collecting, using or disclosing or where such collection, use or disclosure is permitted or required to be disclosed under applicable laws in Malaysia.

## 7. General

- 7.1 You acknowledge and agree that We have the right to change, restrict, vary, suspend or modify these NAD Terms and Conditions 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 as aforementioned shall take effect from the date stated in the notice. Where You continue to access or use the NAD or any of the DuitNow services as provided by Us after such notification, You shall be deemed to have agreed to and accepted such revisions as aforementioned.
- 7.2 These NAD 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 NAD Terms and Conditions.
- 7.3 If You have any enquiries, feedback and/ or request for assistance relating to the NAD 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](mailto:ask@gxbank.my).