

Terms and Conditions Governing the National Addressing Database

In these National Addressing Database Terms and Conditions ("NAD Terms"), references to "You", "Your" and "Yours" refer to Citibank Berhad ("**Citibank**") customer who is utilizing National Addressing Database ("NAD") service and has an account with Citibank and references to "We", "Our", "Ours" and "Us" refers to Citibank.

These NAD Terms, the Master Account Services Terms ("**MAST**") or the Master Account and Service Terms-i (for Current Account-i) ("**MAST-i**"), as the case may be (including the Confidentiality and Data Privacy Condition ("**CDPC**")) and the Country Addendum govern Your use of the National Addressing Database service provided by Us. In the event of a conflict between the MAST or MAST-i and the Country Addendum, the Country Addendum prevails; and if there is a conflict between the MAST or MAST-i or the Country Addendum with the NAD Terms, the NAD Terms prevail.

In these NAD Terms, the term "**the Terms**" refers collectively to these NAD Terms, the MAST or MAST-i (including the CDPC) and the Country Addendum.

By using the NAD service, You acknowledge that You accept these Terms and that these Terms are in addition to the existing terms and conditions that govern Your use of the accounts and services made available by Us to You.

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 savings accounts, current accounts, investment accounts, 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 NRIC, army number, or police number, or for non-Malaysians, passport number.
- (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 Transfer**" means a service which allows customers to initiate and receive instant credit transfers using a recipient's account number or DuitNow ID.

- (h) **“DuitNow ID”** means an identifier of an account holder such as a mobile number, NRIC, 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”** (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. (Registration No. 200801035403 (836743-D)) (**“PayNet”**).
- (p) **“Personal Data”** means any information in respect of commercial transactions that relate 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..

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 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.
- (c) 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.
- (d) 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) You understand and agree that Your DuitNow ID that is linked to Your Account may be 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/or recycled for use by another person;
 - v. after a period of inactivity as determined by Us; or
 - vi. upon investigation, We find out that You or Your DuitNow ID is potentially involved in any fraudulent activity(s).
- (c) You will receive a confirmation of de-registration from Us via [insert Participant's channel] 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 or merchants under the DuitNow services, 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) You acknowledge and agree that Your consent in these Terms shall be in addition to and shall not affect any other future or existing consent(s) that may have been or will be given by You to Us, in relation to Your accounts with Us or otherwise in relation to any services made available by Us to You.

5. Data Protection

- (a) You consent to the collection, use and disclosure of Your Personal Data by Us, Our Affiliates, Our service providers and the NAD Operator as required for the purposes of the NAD service. This consent is 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 or MAST-i (including the CDPC) and Country Addendum.

- (b) Your consent and Our right to disclose information 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.
- (c) We will only disclose, use and process Your DuitNow ID for the purpose of facilitating the DuitNow service.
- (d) We have in place, reasonable security measures (both technical and organisational) against unlawful or unauthorised processing of Your DuitNow ID.
- (e) We will notify You as soon as practicable if Your DuitNow ID is lost, destroyed, or becomes damaged, corrupted or unusable.
- (f) The consent/authorization provided for the collection, use and disclosure in these Terms will remain valid until such time it is being withdrawn/revoked in writing. You agree that any revocation/withdrawal shall be submitted or provided in writing or via email to Us upon which We will process the request within such reasonable time of receiving the same. In the event that We may not be in a position to continue/is prevented from continuing to provide Our products and services to You due to the withdrawal/revocation, We will, in such circumstances, notify You before completing the processing of Your request.

6. Liability

- (a) You acknowledge and agree that, unless expressly prohibited by mandatory laws, in addition to the exclusion of liability provisions in the MAST or MAST-i (including the CDPC) or Country Addendum, We and the NAD Operator shall also not be liable to You for any Losses or Damages in respect to any matter of whatsoever nature in connection with the NAD services offered by Us 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;
 - iv. 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 the applicable laws in Malaysia.
- (b) Neither We nor the NAD Operator shall have any liability to 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 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 Losses or Damages suffered due to any claim, demand, proceeding or action brought against Us, our Affiliates, the NAD Operator and the NAD Operator's Affiliates, resulting from Your negligent or fraudulent act.

7. Miscellaneous

- (a) 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. Such notice may be published via any mode of communication as may be determined by Us. It shall be Your responsibility to be informed of, or otherwise seek out any such notice posted. Where you continue to access or use the NAD services after such notification, You shall be deemed to have agreed to and accepted the Terms as changed, restricted, varied, suspended or modified.
- (b) These Terms 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.