

JomPAY Terms & Conditions

Please note that usage of the JomPAY services (the 'Service') is subject to all applicable laws and regulations and that these Terms of Use are to be read together with the terms and condition of the Maybank2u.com Internet Banking Services and the Maybank2u.com Terms and Conditions of Access. Unauthorised access and use of the Service is strictly forbidden.

For the purpose of these Terms of Use, the following terms shall, unless the context otherwise requires, have the meanings as defined below:

Affected Bank Customer	means a Customer whose bank account has been erroneously debited or credited due to erroneous or Fraudulent Payment Instructions caused by other Participants, Customers or MyClear.
Affected Biller	means a Biller that received erroneous or Fraudulent Payment Instructions and/or funds due to errors of other Participants, Customers or MyClear.
Affected Participant	means a Participant that received Erroneous or Fraudulent Payment Instructions and/or funds due to errors of other Participants, Customers or MyClear.
Bill	means an itemised statement of money owed, or a request to pay, for purchase goods, provision of services and/or any other business transaction.
Biller	means government agencies, statutory bodies, businesses, (including sole proprietors and partnerships) societies, charities and other entities participating in the Scheme to collect Bill payments.
Biller Bank	means a Participant appointed by a Biller to facilitate the Biller's collection of Bill payments via JomPAY.
Biller Code	means 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	means any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.
Erroneous Payment Instruction	means a Payment Instruction that is initiated wrongly or is incorrect as follows: <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	means a Payment which has been induced by dishonest or fraudulent means and which the Customer requests be refunded. It includes cases where the Customer 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	means an interbank payment and funds transfer system provided by MyClear that facilitates payments and collections via the exchange of digitised transactions between banks.
IBG Same Day Cut-Off Time	means 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

	<ul style="list-style-type: none"> • Business Day • Initiated after this deadline would be credited on the next Business Day.
JomPAY Brand	means the brand, icon, logo and marks for the JomPAY Scheme.
MyClear	means Malaysian Electronic Clearing Corporation Sdn. Bhd.
Mistaken Payment Instruction	<p>means a payment that is made, or not made, to a person or for an amount which is not in accordance with the Customer's Payment Instructions or contains an error in the Payment Instructions resulting in payments which:</p> <ul style="list-style-type: none"> • are directed to the wrong recipient; or • contain incorrect Recipient Reference Numbers; or • carry the wrong amount; or • are duplicate.
Participant	means a bank that is a member of the Scheme.
Payer	means individuals who are Customers of the Bank and who make payments to Billers using the Scheme.
Payer Bank	means a Participant in the Scheme who offers services that allow Payers to initiate Payment Instruction.
Payer-not-present	means Payer is not physically present during the transaction initiation process.
Payment Instruction or Payment	<p>means an order from a Customer to its Payer Bank directing the Payer Bank to:</p> <ol style="list-style-type: none"> Draw funds from the Customer's bank account; and Transmit an IBG entry to transfer funds to the Biller Bank to pay a Biller for a Bill.
Real-time Notification or RTN	means a form of electronic message sent to a Biller to provide advance notice of incoming payment from the Customer once the Customer's bank account has been successfully debited for a Payment Instruction to the Biller
Reversal	<p>means a transaction that:</p> <ul style="list-style-type: none"> • is initiated by a Biller to cancel an Erroneous Payment Instruction • may involve the making of a debit or credit adjustment to the Customer's account to which the Erroneous Payment Instruction relates; and • may involve an adjustment to the Biller's bank account(s) named in the Erroneous Payment Instruction if funds from the Erroneous Payment Instruction has been credited into the said bank account(s).
Scheme	means a service offered by MyClear which facilitates industry wide ubiquitous Bill payments through the use of standard Biller Codes and Recipient Reference Numbers.
Scheme Operator or SO	means the owner and the operator of the JomPAY scheme.
Unauthorised Payment Instruction	means a payment made without the Customer's authority (and from whose account that Payment was debited) or a Payment made by a Customer which is void for any reason other than fraud. It includes cases where a third party has obtained unauthorised access to the Customer's account and gives unauthorised Payment Instructions from the Customer's account. However, it does not include a Fraudulent Payment Instruction
Unrecoverable Loss	means the portion of funds credited to the wrong party due to Erroneous Payments or Fraudulent Payments that cannot be recovered after the Participants have exhausted the recovery of funds process

The Customer agrees that the following terms & conditions shall apply when using the JomPAY Bill Payment facility via the Services:

- a. The Scheme is operated by MyClear to allow Customers to make payment of Bills to Participating Billers registered in the Scheme.
- b. The Customer must key-in and ensure that the following details are correct when making payment via the JomPAY bill payment facility:
 - i. Biller Code;
 - ii. Ref-1;
 - iii. Ref-2 (if stated in the Customer's Bill);
 - iv. Amount;
 - v. Account from which the Payment is to be made. Details (i) to (iv) can be obtained from the Bills issued by the Participating Biller.
- c. The Customer acknowledges that the Bank is not obliged to effect a Payment if the Customer does not give the Bank all the information required or if any of the information given is inaccurate.
- d. The Customer should notify the Bank immediately if the Customer becomes aware that they 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's account. Recovery of funds for such payments shall be described in Clause i.
- e. The Bank will not accept instructions to stop Payment Instructions once the Customer has effected Payment Instructions except when:
 - i. The Bank has reasonably concluded that the Payment Instructions were fraudulent or unauthorised; or
 - ii. The Payment Instructions are future-dated payments that the Bank has not transmitted to IBG.
- f. In the event of an underpayment, you may make another payment for the difference of the said amount.
- g. The Bank will notify the Customer on the status of the Payment Instructions including the reasons of rejected or failed "Payer not-present" payment instructions. However the Customer has the option not to receive these notifications upon request.
- h. Recovery of Funds and Liability For Payments
 - i. 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 they become aware of any delays or mistakes in processing Payment(s); and
 - b. The Bank is satisfied that Mistaken Payment Instruction has occurred
 - ii. Subject to Clause h(i), the Bank will attempt to rectify any such matters in relation to Mistaken Payment Instructions made by customer, in the way described in this clause:
 - a. For misdirected payments, duplicated payments or incorrect Biller Code or incorrect RRN, the Bank will submit a request to recover funds to the Biller Bank that received the erroneous funds;
 - b. If the Bank is satisfied that the error for incorrect amount payment was caused by the Biller, the Bank will carry out a Reversal to the Customer's account and submit a request to recover funds to the Biller Bank of the Biller for the error;
 - c. For payment that is not completed or failed at the Bank's end, the Bank shall credit back the amount into the Customer's account if the Bank is satisfied that the Payment Instruction failed and was not duly processed by the Bank;
 - d. For payment that is not completed or failed at the Scheme Operator's end or the Biller bank's end, the Bank shall credit back the amount into the Customer's account before initiating a recovery of funds request.
 - iii. Any request for recovery of funds made on the Customer's behalf for Mistaken Payment Instructions mentioned in Clause h(ii) or Erroneous Payments shall be processed in accordance with Clause i. Subject to Clause i, the Bank will work with the Affected Participant to request and recover the funds on the Customer's behalf.
 - iv. All enquiries or complaints raised by the Customer with respect to Mistaken Payment Instructions shall be resolved no later than fourteen (14) Business Days. All enquiries and complaints received after 5pm on a Business Day will be deemed received at the start of the next Business Day.
 - v. 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.
 - vi. Subject to Clause i herein (for requests of funds made by Payer Bank), 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 Customer for:
 - a. Mistaken Payment Instructions;
 - b. Erroneous Payment Instructions;
 - c. Unauthorised Payment Instructions; and
 - d. Fraudulent Payment Instructions.
- i. Erroneous Payment Instruction/Mistaken Payment Instruction
 - i. The Customer acknowledges that the receipt by a Biller of a Mistaken Payment Instruction or Erroneous Payment Instruction does not or will not under any circumstances constitute part or whole satisfaction of any underlying debt owed by the Customer to that Biller.
 - ii. The Customer may request for recovery of funds that were incorrectly transferred to an Affected Bank Customer who is a non-Biller in the following manner:
 - a. 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's account within one (4) Business Days, if the following conditions are met:

- I. The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account;
 - II. There is sufficient balance in the affected account; and
 - III. There is no evidence that the Affected Bank Customer is entitled to the funds in question
 - b. 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's account within fifteen (15) Business Days, if the following
 - I. The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account; and
 - II. There is sufficient balance in the Affected Bank Customer's account; and
 - III. There is no evidence that the Affected Bank Customer is entitled to the funds in question.
 - c. 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:
 - I. The Affected Participant is fully satisfied that the funds were erroneously credited to the Affected Bank Customer's account; and
 - II. There is no evidence that the Affected Bank Customer is entitled to the funds in question; and
 - III. The Affected Bank Customer has given consent to its bank to debit their account.
- iii. The Customer may request for recovery of funds that were incorrectly transferred to Affected Bank Customer who is a Biller in the following manner:
 - a. Subject to Clause i(iii)(b), if the request is received within twenty one (21) Business Days from the 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 four (4) Business Days:
 - I. If the Affected Participant is fully satisfied that funds were erroneously credited to the Affected Biller;
 - II. The funds have been credited to the Affected Biller's account;
 - III. The Affected Biller has not acted on RTN;
 - IV. The RTN has not been delivered to the Affected Biller;
 - V. There is sufficient balance in the Affected Biller's account to cover the recovery amount; and
 - VI. The Affected Participant shall give written notification to the Affected Biller before debiting its account.
 - b. 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.
 - c. 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 i(ii)(b) herein.
 - d. 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 i(ii)(c) herein.
- iv. 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.
- j. Unauthorised Payment Instruction and Fraudulent Payment Instruction
 - i. The Customer shall inform the Bank on becoming aware of any Unauthorised Payment Instruction made from the Customer's account and the Bank shall 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:
 - a. the Bank conducts an investigation and determine within fourteen (14) Calendar Days ,if the Unauthorised Payment Instruction did occur;
 - b. if the Bank is satisfied that the Unauthorised Payment Instruction did indeed occur, the Bank shall initiate a Reversal process whereby all debit posted to the Customer's account arising from the Unauthorised Payment Instruction would be reversed; and
 - c. the Biller Bank has not applied some or all the funds in question for the benefit of the Beneficiary of Fraud.
 - ii. The Customer shall inform the Bank on becoming aware of any Fraudulent Payment Instruction originating from the Bank, and the Bank shall 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:
 - a. the Bank conducts an investigation within fourteen (14) Business Days, if the Fraudulent Payment Instruction did occur;
 - b. if the Bank is 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's account arising from the Fraudulent Payment Instruction would be reversed; and
 - c. the Biller Bank has not applied some or all the funds in question for the benefit of the beneficiary of the Fraud.

- iii. 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.
 - iv. No chargeback rights will be available under the Scheme and will not be applicable for Payments made using Cards.
 - v. 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 the Customer's negligent and fraudulent acts in accordance with these Terms and Conditions.
- k. Batch Payments
- i. Subject to the Bank's agreement, the Customer is allowed to do Batch Payment :
 - a) The Customer is making Batch Payment on their own behalf; or
 - b) The Customer is making Batch Payment on behalf of their related entities to discharge the entities' debts, or debts of the said entities to one or more Billers.
 - ii. The Customer is allowed to do Batch Payment by debiting their CASA or Cards accounts held with the Bank, as the case maybe.
- l. Payment Queries
- i. The Bank shall, in good faith, attempt to settle all payment queries or disputes with the Customer arising in connection with the Scheme amicably by mutual agreement.
 - ii. In the case of a dispute or conflict, you are entitled to seek recourse via the industry mediation and arbitration bodies such as the Financial Ombudsman Scheme.
 - iii. The Customer also has the right to lodge a complaint with the Scheme Operator if there are allegations non-compliance by the Bank to the JomPAY Scheme Rules. However, the Scheme Operator's review of such complaints shall be confined to:
 - a. Determination whether there has been non-compliance;
 - b. Stipulating remedies for Participants to correct or address the non-compliance; and
 - c. Determination if penalties are applicable for the non-compliance
 - iv. All decisions rendered by the Scheme Operator in response to complaints from the Customer shall be binding on the Bank.
- m. Suspension
- i) The Bank may suspend the Customer's right to use the Scheme at any time if the Bank suspects a third party is accessing the Customer's account with written notice.
- n. Biller Cannot Process Payment
- i) 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.
- o. Account Records
- i) The Customer must check their account and immediately report to the Bank as soon as the Customer is aware of any errors or any payment(s) that the Customer did not authorise or believes and/or thinks it was made by a third party without permission.
- p. Amendment to terms
- i. The Bank can change the Terms and Conditions at any time by giving the Customer a written notice by way of display at the Bank and at any of its branches and/or advertised by any other means that the Bank may deem fit at its sole and absolute discretion with prior notice to date of implementation. Any such additions, modifications or deletions shall be binding on the Customer and be deemed to have come to the Customer's attention.
- q. Payment Cut-Off Time
- i. If the Customer makes 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 and the Biller is deemed to have received Payment on the next Business Day if the Customer makes Payment Instructions after the Payment Cut-Off Time or on a Saturday, Sunday or a public holiday.
 - ii. The Bank will process payment to Billers in accordance with Payment Instructions made by the Customer based on the Interbank Giro (IBG) Service Update as stated at www.maybank2u.com.my.
- r. Consequential Damages
- i. The Bank is not liable for any consequential loss or damage suffered by the Customer as a result of using the Scheme, other than due to any loss or damage the Customer suffers due to the Bank's negligence.
- s. Personal Data Protection
- i. The Customer acknowledge that when the Customer use the Scheme to make payment, the Customer agree that the Bank disclose the Customer's personal data to the Scheme Operator, Billers, Biller Banks and other Payer Banks.
 - ii. The Customer agrees that the Bank will use their transactional information as is necessary to process payment(s).
 - iii. The Customer must notify the Bank if any of its personal information is inaccurate, changes and the Customer consent that the updated personal information is disclosed to all Participants in the Scheme, for the purpose of Clause q(i).
 - iv. The Customer can request access to the personal data held by the Bank with written notice.
 - v. The Customer acknowledge that if their personal data is not disclosed to the parties specified in Clauses q(i) and q(ii), it will not be possible to process the Customer's Payment Instruction(s) or for the Customer to use the Scheme.