

Effective 18 October 2024

## These terms and conditions govern the Customer's use of OCBC's Online Banking Service

### 1A. Definitions

"Access Device" means any computerised electronic device which allows the Customer to access and use the OCBC's Online Banking Service, including without limitation personal computers, notebooks, laptops, personal digital assistants or GPRS or 3G or EDGE enabled mobile phones.

"ATM" means Automated Teller Machine.

"Business Day" means a day (other than Saturdays, Sundays, and public holidays) on which OCBC is open for business in Kuala Lumpur, Malaysia.

"Card" means any payment instrument issued by OCBC to a Customer and includes :

**ATM Card** which may be used to withdraw cash or for other transactions at any ATM or Terminal or otherwise, subject to the applicable terms and conditions;

**Debit Card** which may be used as an ATM Card or to pay for goods and services at any participating merchants by directly debiting money in the Customer's account, subject to the applicable terms and conditions;

**Credit Card** comes with unsecured credit facility which may be used to pay for goods and services at any participating merchants provided all amounts incurred are fully settled by specified date otherwise finance charge is payable, or the Credit Card may be used to obtain cash advance at an interest, subject to the applicable terms and conditions,

or any combo card with combined features, access card, and any credit token whether such card or token be in the form of plastic card or eprom card or chip-in-card or optical memory card or any other type of card or token.

"Computer System" and "system" means any computer hardware or software or any equipment operated or process conducted wholly or partially by electronic means and includes information technology systems, telecommunications systems, automated systems and operations.

"Customer" means a customer of OCBC who has opened and maintains one or more accounts with OCBC, including a customer who has been accepted by OCBC to access and use the OCBC's Online Banking Service.

"Instructions" means any instructions, communications, commands, directions to OCBC, in electronic or such other form approved by OCBC, pertaining to the Customer's specified account(s) and/or relating to the transactions and/or services available via the OCBC's Online Banking Service, which Instructions are initiated and issued through the use of the Customer's Login ID, Login Password and Security Code delivered to the Customer's Security Token or Mobile Phone or obtain via OCBC OneToken, whether authorised or unauthorised by the Customer. For the purpose of construing the clauses of these Terms and Conditions which refer to the liabilities and/or responsibilities of OCBC and/or the Customer, Instructions shall also be taken to mean the transactions and/or services the Instructions were issued in relation to.

"Internet Banking Service" means service provided by OCBC Bank (Malaysia) Berhad or OCBC AI-Amin Bank Berhad hereunder, through which customer may have electronic access to, and use of, such Services as the Bank may offer or approve via the Internet or via any wide area network, Intranet, or other electronic link.

"Internet" means the ubiquitous global network of computers, telecommunications and software which facilitates communication, electronic or otherwise, between person(s) and machines.

"Internet Service Provider" means any Internet access provider (ISP) and/or any other parties that provide Internet access to the Customer.

"Mobile Phone" means the mobile phone used by the Customer with the mobile phone number registered with OCBC.

"Mobile Banking Service" means mobile banking service and all content, services and/or functions made available therein provided by OCBC Bank (Malaysia) Berhad or OCBC AI-Amin Bank Berhad through the application branded as OCBC Bank (Malaysia) Berhad or OCBC AI-Amin Bank Berhad.

"OCBC" means OCBC Bank (Malaysia) Berhad or OCBC AI-Amin Bank Berhad (as the case may be) and shall include their respective successors and assigns.

"OCBC group" means OCBC and its subsidiaries and associated companies.

"OCBC OneToken" means the digital token available in the OCBC Malaysia Mobile Banking App.

"OCBC's Online Banking Service" includes without limitation the OCBC Internet Banking and Mobile Banking Services, which facilitates a Customer's access to the "Services" defined below over the Internet by electronic means via the use of Access Device.

"OCBC Online Banking User ID" or "Login ID" means the unique name made up of a string of characters chosen by the Customer, which must be keyed in by the Customer in order for the OCBC's Online Banking Service system to associate the Login ID with the Customer's profile and accounts, assigned to and to be used by the Customer for access to the OCBC's Online Banking Service.

"OCBC Online Banking Password" or "Login Password" means the unique string of characters chosen by the Customer, which must be keyed in by the Customer in order for OCBC's Online Banking Service system to authenticate the Customer's Login ID and grant the Customer access to the OCBC's Online Banking Service.

"OCBC website" and "OCBC mobile website" refers to the OCBC's website from which the Customer may access and use the OCBC's Online Banking Service.

"Phonebank Code" means the code assigned to and to be used by the Customer for access to OCBC PhoneBank.

"PIN" means the Customer's personal identification number for use with the applicable Card(s) or Services.

"Relevant Person" means any banks, payment system operators, service providers, internet service providers, digital certificate authority, certification authority, electronic, computer, telecommunications, financial or card

institution involved in the OCBC's Online Banking Service from time to time and any person using (whether or not authorised) the OCBC's Online Banking Service.

"Security Code" means a one-time digital code (such as One-Time Password ("OTP"), and "Challenge Code") generated by OCBC's Computer System and delivered to the Security Token or a device via OCBC Malaysia Mobile Banking Application installed therein or the Mobile Phone via SMS<sup>™</sup> or in such other manner as may be designated by OCBC at its sole and absolute discretion at any time and from time to time.

"Security Token" refers to both the hardware device designated by OCBC to be used to receive Security Code and the software application designated by OCBC to be used to generate Security Code, which the Customer shall keep safe and secure at all times.

"Services" means and includes the transactions and services listed in Clause 6.1 of these Terms and Conditions and such other additional transactions and services OCBC may from time to time make available to the Customer via the OCBC website and/or OCBC mobile website and includes any operations pertaining to such transactions and services.

"Terminals" means any electronic machines and/or counter which allows access processing and functioning of transactions for the Customer's accounts as maintained with OCBC through the OCBC's Online Banking Service.

"Third Party" means any persons or parties apart from OCBC, designated by OCBC to provide and/or process the functioning of the OCBC's Online Banking Service, whether directly or indirectly, from time to time as deemed necessary.

"Transactions" means and includes the transactions listed in Clause 6.1 of these Terms and Conditions and such other additional transactions OCBC may make available to the Customer from time to time and includes any operations pertaining to such transactions.

## **1B. Interpretation**

1B.1 Words importing only the singular number include the plural number and vice versa and references to any genders include any other genders.

1B.2 Words importing a person import also a firm or corporation.

### **1. Application to Subscribe to the OCBC's Online Banking Service**

1.1 OCBC may at its sole and absolute discretion make available to the Customer the use of the OCBC's Online Banking Service in connection with the Customer's OCBC account(s).

1.2 A Customer may apply to OCBC to subscribe for the use of the OCBC's Online Banking Service, but OCBC reserves the right to reject or accept such application.

## **2. Account Terms and Conditions**

2.1 In addition to these Terms and Conditions, the OCBC Accounts and Services Main Terms and Conditions and the Conditions of Access to OCBC's website shall also apply and be binding on the Customer except that these Terms and Conditions shall prevail if there is conflict between the 3 sets of terms and conditions.

## **3. Acceptance of Terms and Conditions**

3.1 The Customer agrees that the Customer's registration to access and use the OCBC's Online Banking Service shall constitute the Customer's agreement to and receipt of these Terms and Conditions as well as the Customer's acknowledgement and acceptance of the inherent risks in conducting any transaction over the Internet.

## **4. Equipment, Software and Network Access**

4.1 The Customer shall be responsible for obtaining and using the necessary web browser and/or other software and/or hardware and/or equipment necessary to obtain access to the Internet and the OCBC's Online Banking Service at his own risk and expense. If new or different versions of the web browser and/or other software and/or hardware and/or equipment necessary for access to the OCBC's Online Banking Service become available, OCBC reserves the right not to support any prior version of the web browser or other software or hardware or equipment. If the Customer fails to perform such act or take such action as may be required by OCBC from time to time, including but not limited to the following:

- (a) upgrade the relevant software and/or web browser; or
- (b) use the enhanced version of software and/or web browser or hardware or equipment or Access Device; or
- (c) remove or uninstall or disable such software or applications in the Access Device which may interfere with the use and proper functioning of the OCBC Online Banking Service and OCBC Malaysia Mobile Banking Application,

OCBC may reject the Customer's transactions, or process the Customer's transactions incorrectly, or the Customer may not be able to obtain access to all features and/or services of the OCBC's Online Banking Service, and OCBC shall not be held liable as a result thereof.

4.2 The Customer is required to maintain the hardware and software that meets the minimum specifications stipulated by OCBC from time to time. The said minimum specifications may be posted on OCBC's website, ATM, or other electronic terminals or by placing notices at OCBC's offices and branches or by the posting of advertisements in major newspapers in Malaysia or any other mode OCBC deems suitable shall be deemed sufficient notice to the Customer. The Customer consents to the profiling of the Access Device and the software and applications installed in the Access Device for detection of whether the minimum specifications are met. This includes the detection of potentially risky software or applications which may interfere with or compromise the use and proper functioning of the OCBC's Online Banking Service and OCBC Malaysia Mobile Banking Application. Notwithstanding anything to the contrary, OCBC does not warrant and expressly disclaims that the profiling of the Access Device and software and applications will be effective to detect any risks or security vulnerabilities or to prevent any security breaches.

4.3 The Customer may only use and gain access to the OCBC's Online Banking Service through Internet Service Providers (ISP) duly licensed under the Communications and Multimedia Act 1998 and such access through the respective ISPs is subject to and governed by the relevant laws and regulations of Malaysia and the terms and conditions, if any, agreed upon by the Customer with the ISP.

4.4 The Customer shall be responsible for the safe and secure use of OCBC's Online Banking Service and OCBC Malaysia Mobile Banking Application with the latest information and shall abide by the security advisory posted on OCBC website and any other security measures that OCBC may from time to time communicate to the Customer by other means such as SMS and e-mail, on the risks and safety or preventive measures in connection with the use of any web browser, software, hardware or equipment to access the Internet, which may interfere with or otherwise compromise the Customer's use of or access to the OCBC's Online Banking Service.

4.5 All fees and charges in connection with the access provided by the ISP and all fees' charges expenses and costs incurred by the Customer in connection with the use of the OCBC's Online Banking Service shall be borne exclusively by the Customer and OCBC shall not be liable therefor, notwithstanding any action taken by OCBC, including termination of the OCBC's Online Banking Service.

## **5. Gaining Access to the OCBC's Online Banking Service**

5.1 The Customer may apply to subscribe to the OCBC's Online Banking Service through the OCBC website (and any other application channels made available by OCBC from time to time) in which the Customer is required to go through a registration process by entering any of the following relating to OCBC issued products :

- (a) ATM card number
- (b) Credit Card number
- (c) Debit Card number
- (d) Such other login identification number assigned by OCBC to the Customer from time to time.

5.2 Upon successful registration and verification by OCBC, and subsequent to having acknowledged the Customer's reading and accepting of these Terms and Conditions, the Customer will be required to follow the on-screen guided steps to create :

- (a) OCBC Online Banking Login ID (Login ID); and
- (b) OCBC Online Banking Login Password (Login Password).
- (c) OCBC Online Banking security phrase and security image.

5.3 Upon the on-screen confirmation by OCBC of the Customer's Login ID and Login Password, OCBC will require the first-time login Customer to download OCBC Malaysia Mobile Banking Application and activate OCBC OneToken to receive Security Codes.

5.4 The Customer's access to the OCBC's Online Banking Service will be activated upon the correct Input of the Customer's Login ID and Login Password. It is the sole responsibility of the Customer :

(a) to download the genuine OCBC Malaysia Mobile Banking Application from application stores / application marketplaces authorised by OCBC, currently being Apple App Store, Google Play Store or Huawei AppGallery, and activate OCBC OneToken, or

(b) to register the correct Mobile Phone number with OCBC and to keep OCBC immediately updated by notice given to OCBC Contact Centre of all changes to the Mobile Phone number and all instances where the Mobile Phone is or is believed to be lost or stolen or disabled or not functioning or compromised or intercepted.

5.5 Registration to subscribe to the OCBC's Online Banking Service is to be effected in such manner as OCBC may prescribe from time to time.

5.6 Thereafter, to access the OCBC's Online Banking Service, the Customer will be required to key in the Customer's Login ID, Login Password and security phrase and security image each time the Customer logs on. For security purpose, OCBC may, at its sole and absolute discretion, require the Customer to key in the Security Code to perform selected transactions. The Customer may perform the transactions and/or use the services available under the OCBC's Online Banking Service or such other transactions and services made available by OCBC from time to time under the OCBC's Online Banking Service, only if such Login ID, Login Password and Security Code are and remain valid. OCBC may at any time in its sole and absolute discretion invalidate the Login ID, Login Password and Security Code with prior notice and OCBC shall not be liable or responsible for any loss or damage suffered by or caused to the Customer or arising out of or connected or by reason of such invalidation for security purpose.

5.7 Where the registration to the OCBC's Online Banking Service is made and has been accepted by OCBC, all the Customer's OCBC accounts will be automatically linked to the OCBC's Online Banking Service and will be accessible via the OCBC's Online Banking Service, without the requirement on the part of the Customer to specify the said accounts.

5.8 Joint accountholders may apply for the OCBC's Online Banking Service provided that :

(a) if the joint account may be operated singly i.e., any one of the joint accountholders may singly withdraw or transfer money from the joint account, then upon acceptance by OCBC to use OCBC's Online Banking Service, each joint accountholder may use the Services set out in clause 6.1 below;

(b) if the joint account may only be operated jointly i.e., 2 or more joint accountholders must consent before any money may be withdrawn or transferred from the joint account, then upon acceptance by OCBC to use OCBC's Online Banking Service, the joint accountholders may only access and view the OCBC joint account information through OCBC's Online Banking Service but may not perform transactions under the Services set out in clauses 6.1(a) to (c) below;

(c) in all cases, each joint account holder shall be jointly and severally liable to OCBC for any transactions and services effected or performed or processed through the OCBC's Online Banking Service based on the Instructions of any of the joint account holders.

5.9 When the account has two or more account holders, OCBC shall be entitled to allow the creation of a separate Login ID and Login Password and also require application for separate Security Token or registration of the separate Mobile Phone number for transmission of the Security Code for each of the joint account holders who have subscribed for the OCBC's Online Banking Service subject always to the restrictions in Clause 7.5 and such other restrictions as may be imposed by OCBC from time to time.

## **6. OCBC's Online Banking Service**

6.1 Upon the activation of the OCBC's Online Banking Service, the Customer will be able to access his OCBC account information and transmit Instructions to OCBC to :

(a) pay to any of the billing organisations made available by OCBC from time to time;

(b) transfer funds; and

(c) apply for certain OCBC products and services as may be made available by OCBC from time to time (collectively referred to as the "Services" as defined in Clause 1A above) as and when made available to the Customer. The Services available on the OCBC internet website and the OCBC mobile website may differ.

6.2 All Services (whether available currently or at any time, from time to time) are subject to these Terms and Conditions and :

(a) other terms and conditions imposed by OCBC, such as the Accounts and Services Main Terms and Conditions and such other specific terms and conditions for the respective Transactions and Services; and

(b) third parties' terms and conditions for Transactions or Services involving third parties, such as bill payment and fund transfer which are also processed by payment systems owned and operated by third parties.

6.3 Notwithstanding anything contained in Clause 6.1 OCBC may at its sole and absolute discretion, at any time by giving prior notice add, remove, withdraw, terminate, suspend, replace, expand, restrict or otherwise modify the type and features of any of the Services and Transactions and OCBC shall not be liable or responsible for any loss or damage suffered by or caused to the Customer or arising out of or connected or by reason of such addition, removal, withdrawal, termination, suspension, replacement, expansion, restriction or otherwise modification.

6.4 Subject always to OCBC's right of set-off as herein referred, OCBC is not obliged to effect or perform or process any Instructions transmitted by the Customer if the Customer has not maintained sufficient funds in the Customer's account(s) specified by the Customer at the time the Instruction is transmitted.

The Customer shall ensure that there are sufficient funds in the specified Customer's account(s) with OCBC, prior to transmitting an Instruction. OCBC's right of set-off as herein reserved may be exercised by OCBC and any Instructions given by the Customer may be effected or performed or processed through the OCBC's Online Banking Service in such order as OCBC deems fit.

6.5 As provided in clause 5.8 above, transfer of funds or bill payments or other payments shall not be performed in respect of any account(s) maintained by the Customer with OCBC if such account(s) can only be operated with two or more signatories.

6.6 When initiating an Instruction to pay bill or transfer fund, the Customer shall be solely and fully responsible to key in the correct reference number intended to receive the payment or fund, with the correct billing organisation or receiving bank. The "reference number" includes the account number or identity card or passport or business registration number or mobile phone number, which is used to identify the payee. The bill payment and fund transfer will be routed to the reference number keyed in by the Customer. Any other information keyed in by the Customer, such as the name of the accountholder intended to receive the payment or fund, is for the Customer's own reference only and will not be used to verify or authenticate the identity of the accountholder receiving the payment or fund.

The billing organisation or receiving bank may reject the payment or fund if the reference number keyed in by the Customer is not recognized or cannot be found, or for other reasons beyond OCBC's control.

OCBC shall not be made liable for any mistake in the Instruction resulting in any delay or the non-payment of any bill or failure to transfer any fund, or for any non-acceptance or rejection by any billing organisation or receiving bank, or for any failure, delay or error by any billing organisation or receiving bank in crediting the account of the payee, or for any loss or damage suffered or likely to be suffered by any party.

6.7 OCBC reserves the right at any time to set, vary or cancel limits for any transactions, services, facilities and products that may be carried out through the use of the OCBC's Online Banking Service, whether in monetary or numerical terms or otherwise, and to vary their frequencies and availability periods.

6.8 OCBC is not obliged to effect or perform or process any Instructions transmitted by the Customer, if the Customer has exceeded the daily limits set by OCBC for any transaction. The daily limits may be revised from time to time by OCBC at its sole absolute discretion. OCBC shall not be liable or responsible for any loss or damage suffered by or caused to the Customer or arising out of or connected or by reason of such incident.

6.9 Any Instruction received by OCBC after the relevant cut-off time on any day will be entered, shown or recorded in the books and records of OCBC on or for the next Business Day following the date of the said Instruction.

## **7. Instructions**

7.1 OCBC shall be entitled to rely and act on any Instructions received by OCBC and OCBC shall not be liable for any loss to the Customer by so doing. Upon any Instruction of the Customer in respect of a banking transaction and/or service being effected or performed or processed through the OCBC's Online Banking Service, OCBC shall be entitled to debit forthwith the Customer's account immediately and shall not be responsible for any missing and/or misuse and/or mismanagement of funds not attributable to OCBC's gross negligence and wilful default.

The Customer shall ensure that all Instructions transmitted by the Customer are complete, correct, and accurate. The Customer acknowledges that unless the Customer receives an on-screen confirmation of receipt of the Customer's Instruction from OCBC, the Customer's Instruction may not have been received and accordingly, may not be carried out.

7.2 Notwithstanding the receipt of on-screen confirmation from OCBC pursuant to Clause 7.1 above and without prejudice to OCBC's right to act on the Customer's Instructions alone, the Customer acknowledges and agrees that if anything contained in the Customer's Instructions cannot be read or processed by any systems through which the Instructions are transmitted, such Instructions may not be final and accordingly may not be carried out by OCBC and that OCBC may at its sole discretion request for further verification and/or information prior to carrying out such Instructions. No liability shall accrue to OCBC for any failure or delay in carrying out the Instructions not attributable to OCBC's gross negligence or wilful default.

7.3 In carrying out any of the Customer's Instructions, the Customer acknowledges and agrees that the execution of the same may amongst others, be subject to the then current system and operational exigencies of OCBC and/or the OCBC's Online Banking Service and any other prevailing circumstances. As such, OCBC shall be allowed such amount of time as may be reasonable to act upon and effect or perform or process the said Instructions and OCBC shall not be liable or responsible for any loss or damage suffered by or caused to the Customer or arising out of or connected or by reason of such delay.

7.4 Where OCBC receives an incomplete or ambiguous Instruction, or an Instruction which is inconsistent with any other Instruction(s), the Customer acknowledges and agrees that OCBC shall be entitled to act upon such Instruction based on OCBC's or any of its officers' reasonable interpretation of such Instruction or otherwise shall be entitled to refuse to act until further information or a fresh Instruction is given by the Customer. OCBC shall not in any way be liable for carrying out and effecting or performing or processing an Instruction based on its reasonable interpretation of the same nor for refusing to carry out such Instruction.



7.5 In respect of a joint account, the Customer acknowledges and agrees that any Instruction from one joint account holder will be deemed as a genuine and regular Instruction pertaining to that joint account and that OCBC shall be entitled to act upon and effect or perform or process such Instruction without any liability whatsoever to the other joint account holder(s). Without prejudice to the foregoing however, where OCBC receives contradictory or inconsistent Instructions from one joint account holder prior to effecting or performing or processing an Instruction from one of the other joint account holders, OCBC shall be entitled to refuse to act on either of the Instructions until OCBC receives a mandate of all the joint account holders giving fresh instructions in relation to the said joint account. OCBC shall not in any way be liable or responsible for its failure to act upon and effect or perform or process any such Instructions nor for any loss or damage arising from the failure of the joint account holders to issue fresh Instructions in relation to the joint account.

7.6 OCBC's records of the Instructions, transactions and/or services effected or performed or processed through the OCBC's Online Banking Service with or without the Customer's consent and any record of transactions relating to the operation of the OCBC's Online Banking Service and any record of any transactions maintained by OCBC or any Relevant Person authorised by OCBC or any Relevant Person relating to or connected with the OCBC's Online Banking Service, shall be binding and conclusive on the Customer for all purposes whatsoever and shall be conclusive evidence of any banking transaction and/or service effected or performed or processed through the OCBC's Online Banking Service and the Customer's liability to OCBC. OCBC's records may take the form of, amongst others, telephone logs, computer printouts, computer data stored on magnetic tapes, cartridges, or any other form of data storage.

7.7 An Instruction in relation to the Customer's account(s) shall be irrevocable and binding on the Customer upon transmission of the Instruction to OCBC. For the avoidance of doubt, the Customer agrees that any Instruction received by OCBC through the use of the Customer's Login ID, Login Password and Security Code (where applicable), whether authorised or otherwise, shall be deemed to be that of the Customer. Without prejudice to the same however, the Customer shall have the right to request the cancellation, revocation, reversal, or amendment of any previous Instructions transmitted to OCBC. OCBC may, in its absolute discretion, act on any such request to cancel, revoke, reverse or amend any previous Instructions or any other instructions received before the same is effected or performed or processed through the OCBC's Online Banking Service.

7.8 OCBC reserves the right at its sole discretion, to refuse to effect or perform or process or otherwise carry out any of the Customer's Instructions where the Customer's Instructions are inconsistent with OCBC's policies or any rules or regulations currently in force or for any other reasons.

7.9 Notwithstanding anything herein, the Customer acknowledges and agrees that OCBC shall not be held responsible or liable for any Instructions relating to transactions and/or services being effected or performed or processed through the OCBC's Online Banking Service or any failure to effect or perform or process any Instructions where: -

- (a) The Instructions transmitted are inaccurate or incomplete in any way;
- (b) There is an error in the Instructions transmitted, whether caused during the course of transmission through OCBC's Online Banking Service or otherwise;
- (c) The Customer's account in relation to which the Instruction is transmitted is made subject of any legal process or restriction or is otherwise suspended, closed or frozen for any reason;

(d) OCBC is aware or has reason to believe that fraud or some criminal act has been, is being or is about to be committed; and

(e) The Customer fails to follow any instructions, directions, guidelines, or procedures in respect of the use of the OCBC's Online Banking Service or any portion thereof.

7.10 Where an account of the Customer is closed for any reason, any Instructions which have not been effected or performed or processed relating to that account will be cancelled on the day the said account is closed and the Customer acknowledges and agrees that OCBC shall not in any way be liable for the failure to effect or perform or process any such Instructions.

7.11 The Customer is responsible for all fund transfers, balance enquiries or transactions performed whether with or without the Customer's authority or knowledge.

7.12 OCBC may (but shall not be obliged to), without liability to the Customer or any person for any loss, damage, claims or costs:-

(a) require any persons using the OCBC's Online Banking Service to identify themselves by alternative means (including by signature or in person or by telephone call) and/or to give confirmation of the Instructions before acting on such Instructions; and/or

(b) refuse or cease to carry out any Instructions, or reverse any actions which have been carried out or impose conditions on the carrying out of any Instructions, on grounds considered reasonable by OCBC; and/or

(c) vary, withdraw, suspend or delete the Security Codes and/or the OCBC's Online Banking Service.

7.13 If OCBC countermands or reverses any Instructions or accepts any conditional Instructions, the Customer shall pay the charges and all costs on request by OCBC.

7.14 Any Instructions given and received through the OCBC's Online Banking Service after the relevant cut-off time shall be regarded as Instructions given and received on the next Business Day.

7.15 The Customer assumes all inherent risk of security, corruption, delay or failure in effecting any Instructions or transactions, transmission error, access availability, downtime, and all risks related or incidental to the usage of OCBC's Online Banking Service unless the risks are attributable to OCBC's gross negligence.

7.16 Any Instructions for funds transfer shall be taken to be completed and final once OCBC has successfully executed the Instructions to debit the Customer's account and credited the beneficiary's account. The Customer will advise the beneficiary of the transfer of funds executed by him.

## **8. Service Availability**

8.1 The OCBC's Online Banking Service is intended to be available 7 days a week, 24 hours a day. However, the Customer acknowledges that at certain times, some, or all of the OCBC's Online Banking Service may not be accessible due to system maintenance or reasons beyond the control of OCBC. Notwithstanding the above, the Customer acknowledges that OCBC specifically does not warrant that the OCBC's Online Banking Service will be available at all times.

8.2 In the event some or all of the OCBC's Online Banking Service are not accessible for whatever reason, the Customer agrees to use alternative means, including but not limited to OCBC's PhoneBank, ATMs or OCBC's branches, to issue Instructions in respect of the Customer's account(s).

8.3 OCBC may from time-to-time upgrade, modify, suspend, or alter part or the whole of the OCBC website and shall not be liable if any such upgrade, modification, suspension or alteration to OCBC's website prevents the Customer from accessing the OCBC's Online Banking Service or any part or feature thereof.

8.4 The Customer acknowledges and agrees that the Customer shall not be entitled to and shall have no access to OCBC Online Banking Service from any Sanctioned Country (defined in Clause 18A.1 below); or other countries if such access is prohibited under the applicable laws and regulations of the jurisdictions in which OCBC operates.

## **9. Account Information**

9.1 The Customer acknowledges that any information pertaining to the Customer's account(s) as reported through the OCBC's Online Banking Service may not always be completely up to date as there may be Instructions and/or transactions which, without limiting to the generality of the foregoing, have only been provisionally credited as uncleared effects (which may be altered or reversed by OCBC if not cleared), have yet to be processed by OCBC, require verification of OCBC or are in progress. The Customer specifically agrees that the account balance as reported through the OCBC's Online Banking Service shall not for any purpose whatsoever be taken as conclusive of the Customer's account balance with OCBC.

9.2 The Customer may produce a print-out of transactions and/or statements from his own Access Device. The Customer acknowledges that such print-out does not constitute a transaction from OCBC and shall not be binding on OCBC.

9.3 For statement-based accounts, a statement shall be rendered once a month or at such other intervals as may be determined by OCBC.

9.4 A Customer who has registered for OCBC's Online Banking Service is eligible to and may access, or if registration is required, may register to access, the periodic statements of account in electronic form which may be generated by OCBC for such accounts for which electronic statements are availed by OCBC.

9.5 OCBC's records of the transactions for the account shall be final and conclusive and binding on the Customer for all purposes in the absence of manifest error. Transactions which have not been verified by OCBC will not appear in the statement and shall not be conclusive of the state of the account.

9.6 The Customer shall verify all entries in statements or records issued by OCBC and notify OCBC in the manner provided in Clause 22 below of any errors or discrepancies in the statement or record within 14 days (or such other period as may be determined by OCBC) from date of the statement or record. If OCBC does not receive any notification within the stipulated time, the entries in the statement or record shall be taken as correct, binding, final and conclusive.

9.7 All notices of errors or discrepancies received by OCBC will be investigated in accordance with Clause 25 below. Upon conclusion of the investigation, OCBC may at its absolute discretion make the necessary adjustments and rectifications if any. Any money due to or from the Customer will be credited or debited from the relevant account(s) and reflected in the following month's statement or record.

## 10. Bill Payment

10.1 OCBC may at any time and from time to time by giving prior notice, add to, withdraw from, or otherwise amend and modify the list of billing organisations to which bill payment may be made. The Customer agrees that OCBC shall not be liable for any loss or damage which the Customer may suffer as a result of the addition or withdrawal of any billing organisations for bill payment services, or any amendment and modification to the list of billing organisations.

10.2 The Customer acknowledges and agrees to adhere to any requirements relating to the procedures for settling any bills with the relevant billing organisations. OCBC shall not in any way be responsible for the Customer's failure to follow any such requirements and terms as may be specified by the relevant billing organisations.

10.3 The Customer shall inform OCBC, in such form and mode as may be instructed by OCBC from time to time, of any changes to the Customer's account(s) and particulars as may be registered with the relevant billing organisations prior to issuing any payment instructions to OCBC. The payment instruction for the bill payments shall remain effective notwithstanding the Customer's death or bankruptcy or termination of the arrangement between the Customer and the billing organisations or beneficiary of the bill payments ("Payment Termination") until actual written notice is received by the Bank of the Customer's death or bankruptcy or Payment Termination.

10.4 OCBC may from time to time provide services to allow Customer to effect Instructions to OCBC to make online bill payment via websites controlled by some third party who offers bill payment services for selected billing organisations. The Customer acknowledges and agrees that under no circumstances shall it be construed that OCBC is a party to the services offered by the third party in their websites. Accordingly, OCBC shall not be liable in any way for any products, services, software and/or content obtained, and/or purchased from or rendered by such third party/parties or be responsible for any failure to deliver such products, services, content and/or software, customer enquiries, technical support, maintenance services and/or any other obligations or services relating to or in respect of such products, services, software and/or content, which shall be the sole responsibility of the relevant third party. The Customer further acknowledges that the access, use and/or purchase of such products, services, software and/or content with the third party may be subject to additional terms and conditions prescribed by the relevant third party, and hereby agrees to comply with and observe all such terms and conditions and where required by such third party, to execute any document containing such terms and conditions.

10.5 Without prejudice to the above, the Customer acknowledges and agrees that it is the Customer's responsibility to verify the correctness of the bill payment transaction details in the statements of the relevant billing organisations issued to the Customer.

10.6 In the event the Customer disputes against any discrepancy, omissions or errors found in the statements issued by the billing organisations, the Customer shall resolve his/her dispute directly with the relevant billing organisations. The Customer shall not under any circumstances, or in the event of any such dispute howsoever arising, withhold any payment due and owing to OCBC of whatever amount that had been debited from the Customer's account(s) for the payment of the bills made to relevant billing organisations and such amount debited shall be conclusively taken as having been incurred by the Customer. The Customer further acknowledges and agrees that OCBC shall not be liable for any damages or losses suffered due to any act, omission, defect, or deficiency in the bill payment transactions not attributable to OCBC's gross negligence and wilful default.

## **11. Fund Transfer**

11.1 The transfer of funds from the specified account(s) of the Customer maintained with OCBC to any account including third party accounts with OCBC or any other bank as specified by the Customer is subject to such limits and conditions as may be fixed or specified by OCBC in its absolute discretion or by such other relevant authority, from time to time.

11.2 The Customer may also, for security reasons, specify maximum limits for any transfer of funds to OCBC in such form as may be specified by OCBC from time to time.

## **12. Confidentiality and Responsibility for Login ID, Login Password, Security Code, Security Token and Mobile Phone**

12.1 The Customer shall not at any time disclose to any person (including any employee of OCBC), the Customer's Login ID and/or Login Password and/or Security Code and/or any other unique responses chosen by the Customer in connection with such security measures as may be implemented by OCBC from time to time ("Customer's unique responses") or permit the Security Token or Mobile Phone to come into the possession or control of any other person.

12.2 The Login ID, Login Password, Security Code, the Customer's unique responses and, where relevant, the Security Token, shall only be used by the Customer who has successfully created the Login ID and Login Password via the OCBC's Online Banking Service registration process and who has either obtained or received the Security Token from OCBC or registered his Mobile Phone with OCBC to receive the Security Code.

12.3 The Customer shall notify OCBC immediately upon receipt of any data and/or information through the OCBC's Online Banking Service which is not intended for the Customer. The Customer agrees that all such data and/or information shall be deleted from the Customer's Access Device immediately.

12.4 The Customer shall exercise reasonable care to prevent the disclosure or unauthorised use of the Login ID, Login Password, Security Code, the Customer's unique responses and Security Token/Mobile Phone. OCBC shall not be responsible or liable for any loss caused to or damage suffered by the Customer if any person should obtain possession of the Login ID, Login Password, Security Code, the Customer's unique responses and Security Token/Mobile Phone and issue Instructions in respect of transactions and/or services which are effected or performed or processed through the OCBC's Online Banking Service or in any other way obtain payment of any monies belonging to the Customer through the use of the said Login ID, Login Password, Security Code, the Customer's unique responses and Security Token/Mobile Phone.

12.5 Notwithstanding anything herein to the contrary, as soon as the Customer becomes aware of or has any reason to believe that the Customer's Login ID, Login Password, Security Code, the Customer's unique responses or Security Token/Mobile Phone have been misused and/or compromised by their disclosure, discovery or theft by any other party, the Customer shall immediately inform OCBC in the manner provided in Clause 22 below.

12.6 The Customer shall be liable for any loss or damage arising from any Instructions relating to transactions and/or services being effected or performed or processed through the OCBC's Online Banking Service unless the Customer fulfills all of the following:

- (a) he has not acted fraudulently; and
- (b) he has not disclosed his Login ID, Login Password, Security Code, and the Customer's unique responses to any other person or via unsolicited e-mails or on any website other than OCBC's official website; and
- (c) he has taken reasonable steps to keep his Security Token or Mobile Phone, as the case may be, secure at all times; and
- (d) he has immediately notified OCBC in the manner provided in Clause 22 below as soon as the Customer becomes aware of or has any reason to believe that the Customer's Login ID, Login Password, Security Code, the Customer's unique responses or Security Token/Mobile Phone have been misused and/or compromised; and
- (e) he has furnished OCBC all information requested by OCBC and provided his full co-operation to OCBC including working with the relevant authorities; and
- (f) he complies with all the procedures, requirements, restrictions, instructions, or any additional conditions from OCBC pertaining to the access and use of the OCBC's Online Banking Service.

In discharging the duty of care for the above matters, the Customer shall abide by the security advisory and any other security measures that OCBC may from time to time communicate to the Customer referred to in clause 4.4 above, failing which the Customer shall be liable for the loss and damage.

12.7 The Customer acknowledges and agrees that OCBC may, at its sole right and discretion, suspend the Customer's access to the OCBC's Online Banking Service until a new Login ID, Login Password, Security Code, the Customer's unique responses and Security Token is selected and/or issued by OCBC or Mobile Phone number has been registered with OCBC or otherwise until such time as may be specified by OCBC at its sole discretion.

### 13. Disclosure

13.1 Subject to the Customer's express instruction (if any) restricting disclosure, the Customer's personal data, account details and relationship with OCBC ("Information") will be disclosed to persons or bodies to whom OCBC is legally required or permitted by law to disclose or is approved in writing by Bank Negara Malaysia to disclose or is now or hereafter permitted in writing by the Customer to disclose.

13.2 Without limiting clause 13.1, the Customer expressly consents to the disclosure of the Information to the parties and for the purposes set out in the table below:

|     | <b>Parties to whom Information can be disclosed</b>   | <b>Purposes/Circumstances for disclosure of Information</b> |
|-----|---|---|
| (a) | OCBC's data processors and service providers, both within and outside Malaysia;   | For the performance of services for OCBC                    |
| (b) | Regulatory authorities/law enforcement bodies both within and outside Malaysia including pursuant to the Foreign Account Tax Compliance Act of the United States; | For compliance with law and regulations                     |
| (c) | Third parties who intend to settle the Customer's indebtedness;   | For settlement of the Customer's indebtedness               |

|     |   |  |
|-----|---|--|
| (d) | Cagamas Berhad, Credit Guarantee Corporation (Malaysia) Berhad and other governmental agencies set up to acquire loans or stand as guarantor for loans;   | For sale or proposed sale of loans or to obtain guarantee for the loans  |
| (e) | Relevant Person and Third Party with or through whom and Transactions are entered into or Services provided;  | For compliance of procedures imposed or for resolution of or negotiation over any claims or disputes or for handling queries arising from or in connection with any Transactions or Services |
| (f) | Lawyers, specialists in fraud, information technology and other professionals/consultants/ specialists who render professional or specialist services to OCBC in relation to any matter of law or any other matters requiring professional or specialist knowledge or advice; | For professional advice and consultation from professionals engaged by OCBC  |
| (g) | The Customer's authorised agents, executor, administrator or legal representative; and  | For management of the Customer's affairs   |
| (h) | OCBC's assignees or acquirers, potential assignees or acquirers and successors-in-title.  | For reorganisation including disposal of the whole or any part of OCBC's business.   |

13.3 The Customer irrevocably consents to and authorises OCBC to conduct credit checks and verify information given by the Customer to OCBC, with any party (including without limitation with any credit bureau, organisation or corporation set up for the purposes of collecting and providing credit or other information).

13.4 The Customer grants consent to the relevant credit reporting agency(ies) ("CRAs") (as defined under the Credit Reporting Agencies Act, 2010) with whom OCBC conducts credit checks, to disclose the Customer's credit report/information to OCBC for the purpose of applying for OCBC's Online Banking Service or any other OCBC products and services and for its risk management and review. OCBC is hereby authorised but is under no obligation to convey the Customer's consent and the purpose of such disclosure to the relevant CRAs.

13.5 The Customer, if a company or statutory body or unincorporated entity, warrants and represents to OCBC that (i) it had obtained consent from its directors, managers, officers, office bearers, partners and shareholders to disclose their personal data to OCBC in connection with its application for OCBC's Online Banking Service or any other OCBC products and services; (ii) informed them that OCBC may collect or verify their personal data with third party sources such as CRAs, Companies Commission or Insolvency Department and have obtained their consent for the relevant CRAs to disclose their credit report/information to OCBC for the purpose of applying for OCBC's Online Banking Service or another other OCBC products and services and for its risk management and review; (iii) that OCBC may disclose their personal data to classes of third parties described in OCBC's Privacy Policy; (iv) that the Customer had informed them to read OCBC's Privacy Policy posted in OCBC's website.

13.6 The Customer, if an individual acknowledges having read OCBC's Privacy Policy posted at OCBC's website which notified him that (i) OCBC may collect his personal data directly from him or from third party sources; (ii) purpose for which his personal data is collected; (iii) his right to access his personal data and correct it; (iv) the classes of third parties to whom OCBC may disclose his personal data; (v) the choices and means for limiting the processing of his personal data; (vi) whether the personal data requested is obligatory or voluntary, and if obligatory, the consequences for not providing such data; (vii) that he may update his personal data as soon as there are changes; and (viii) OCBC's contact details if he wishes to make inquiries or give feedback.

13.7 While OCBC will use its best endeavours to ensure that all information transmitted using the OCBC's Online Banking Service is secure and cannot be accessed by unauthorised third parties, OCBC does not warrant the security of any information transmitted by the Customer using the OCBC's Online Banking Service. Accordingly, the Customer accepts the risk that any information transmitted or received using the OCBC's Online Banking Service may be accessed by unauthorised third parties and will not hold OCBC liable for any such access or any loss or damage suffered as a result thereof.

13.8 The Customer agrees that with the exception of disclosures which are due to the fraud or gross negligence of OCBC or any of its officers and officials, neither OCBC nor any of their officers and officials shall be liable for any loss or damage suffered by the Customer as a result of their disclosing, divulging or revealing of any information concerning the Customer or the Customer's account(s) with OCBC by OCBC and/or its officers or officials and they shall be deemed to be authorised to make such disclosures.

#### **14. Liability, Limitation, Exclusion and Indemnity**

14.1 OCBC shall not be responsible or liable for any loss, damage or embarrassment incurred or suffered by the Customer in relation to or in respect of any Instructions, relating to transactions and/or services which are effected or performed or processed through the OCBC's Online Banking Service, including but not limited to the Customer's non-compliance with the OCBC's Online Banking Service instructions and OCBC's inability to provide services as a result of malfunction, partial or total failure of any data processing system, security system, computer tele-transmission or telecommunications system or other circumstances beyond the control of OCBC or any bank, financial institution or any person or any organisation involved in the above mentioned systems.

14.2 OCBC will make all reasonable efforts to ensure that the Security Token provided to the Customer will perform as necessary to permit access to the OCBC's Online Banking Service as and when required. The Customer must immediately notify OCBC in the manner provided in Clause 22 below if the Customer loses the Security Token or if the Security Token fails to function correctly. Other than as specified herein, OCBC shall have no other liability in relation to this Security Token including, without limitation, liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any Security Token. In addition, OCBC shall not be liable for any loss or damage incurred or suffered by the Customer arising from the Customer's failure to safe-keep and/or use the Security Token in accordance with OCBC's instructions and recommendations.

14.3 OCBC is entitled at its sole discretion at any time from time to time with notice, to cancel the use, or require the replacement or modification, of the Security Token or Mobile Phone or any other device designated by OCBC for use for the generation or reception of Security Codes and OCBC shall not be liable to the Customer for any loss or damage as a result thereof.

14.4 Without prejudice to the generality of 14.1, OCBC shall not be responsible or liable for any loss, damage or embarrassment suffered by the Customer by reason of or arising from but not limited to:

(a) The Customer not having sufficient funds in the relevant account to make any payment or transfers.

(b) Inability of the Customer to perform any transaction due to limits set by OCBC from time to time or due to the OCBC's Online Banking Service or any portion thereof not being available or functioning.



(c) Any loss or damage caused by equipment, Internet browser providers or by the Internet Service Providers or their agents or sub-contractors.

(d) Any intrusion or attack by virus, Trojan horse, worm, bot and/or macro or other harmful components on the Customer's web browser and/or Access Device or OCBC's or the Internet Service Provider's Computer System.

(e) Any breakdown or malfunction of any equipment, system or software used in connection with Online Banking Service, whether belonging to OCBC or not including but not limited to any electronic terminal, server or system, telecommunication device, connection, electricity, power supply, telecommunication or other communications network or system or any part of the electronic fund transfer system, including, without limitation, any interruption, interception, suspension, delay or failure to generate Security Code using the Security Token/Mobile Phone unless the breakdown or malfunction is attributable to OCBC's gross negligence.

(f) Lack of information or failure by the Customer to provide clear necessary and complete information for effecting or performing or processing the Instructions relating to payment or transfers or transactions and/or services.

(g) Any destruction or alteration of Customer's Instructions or any other instructions, data or information transmitted by the Customer, which is not attributable to OCBC's gross negligence.

(h) Any unauthentic, inaccurate, incomplete, out-of-date, and erroneous transmission of the Customer's Instructions which is not attributable to OCBC's gross negligence.

(i) Any failure by the Customer to abide by these Terms and Conditions and the latest or current instructions, procedures, and directions for using the OCBC's Online Banking Service and/or any refusal by OCBC to act as a result thereof.

(j) The Customer's Access Device or hardware or the Mobile Phone is not functioning optimally or malfunctioning.

(k) The Customer not furnishing timely and accurate information in relation to or in connection with the Instructions relating to transactions and/or services which are effected or performed or processed through the OCBC's Online Banking Service.

(l) Any delays, failures, omissions, interference with or impediment, interruption or disruption of business or operations caused by but not limited to force majeure, act of God, war, warlike hostilities, riots, blockades, strike, embargoes, or machine or equipment failure (including without limitation to the Security Token/Mobile Phone), or suspension of operation of the OCBC's Online Banking Service (including without limitation to the generating of the Security Code) and circumstances beyond the control of OCBC.

14.5 In the event that the Customer's Login ID and/or Login Password and/or Security Code and/or Security Token/Mobile Phone is/are exposed due to any unauthorised or other hardware device(s) attached or loaded and/or software program(s) and/or application(s) loaded or installed to/in the Access Device or Mobile Phone which is used to access the OCBC's Online Banking Service, OCBC shall not be responsible or liable for any loss, damage, embarrassment thereby incurred or suffered (whether directly or indirectly) by the Customer. It is also not OCBC's responsibility to prove that any unauthorised or other Instructions, transactions and/or services is due to the above security breach.

14.6 OCBC shall be under no liability for any damage, loss, or expense, or for any obligation to pay or reimburse interest to Customer for unsuccessful crediting of money through the use of the OCBC's Online Banking Service,

except to the extent that such damage, loss or expense actually incurred or suffered by Customer is caused directly by OCBC's gross negligence or wilful default.

14.7 The Customer acknowledges and agrees that some contents, software, products and services available from, accessible through or provided as part of, ancillary to or in conjunction with the OCBC's Online Banking Service are or may be provided by third party service providers or through the use of third party software and/or contents and under no circumstances shall it be construed that OCBC is a party to any transaction between the Customer and such third party service providers or that such third party products, services, software, and/or contents are provided or endorsed by any member of the OCBC group. Accordingly, no member of OCBC group shall be liable in any way for any products, services, software and/or contents obtained, and/or purchased from or rendered by such third party/parties or be responsible for any failure to deliver such products, services, contents and/or software, customer enquiries, technical support, maintenance services and/or any other obligations or services relating to or in respect of such products, services, software and/or contents, which shall be the sole responsibility of the relevant third party. The Customer further acknowledges that the access, use and/or purchase of such products, services, software and/or contents may be subject to additional terms and conditions prescribed by the relevant third party, and hereby agrees to comply with and observe all such terms and conditions and where required by such third party, to execute any document containing such terms and conditions.

14.8 The Customer understands that the website for accessing OCBC's Online Banking Service may contain links to websites controlled or offered by third parties. OCBC hereby disclaims liability for any information, materials, products, or services posted or offered at any of these third-party websites. OCBC does not endorse or recommend any products or services offered or information contained on those websites or information fed by these third parties (including but not limited to stock quotes and foreign exchange rates) nor is OCBC liable for any failure of products or services offered or advertised at any of these third-party websites.

14.9 The Customer shall accept that, due to the laws of some countries, the Customer may not be able to access or use or may be prevented by OCBC from accessing or using, the OCBC's Online Banking Service in those countries as OCBC may determine from time to time and the Customer will not hold OCBC liable for such inability to access or use the OCBC's Online Banking Service.

14.10 Subject to the provisions herein, OCBC's sole and entire liability to the Customer in contract, tort (including negligence or breach of statutory duty) or otherwise arising pursuant to these Terms and Conditions shall not exceed the amount of the transaction which gave rise to the claim, or the direct damages sustained, whichever is the lower.

## **15. Proprietary Rights**

15.1 The Customer acknowledges and agrees that all intellectual property rights in and to OCBC's computer systems and the OCBC's Online Banking Service, including, without limitation to the OCBC's website and OCBC mobile website, and all contents and any updates thereof are owned exclusively by OCBC and/or its holding company, Oversea Chinese Banking Corporation Limited of Singapore or the relevant third-party vendor, affiliate or any other third party, where applicable.

## **16. No Warranty**

16.1 The information and materials contained in OCBC's website and/or OCBC mobile website and/or such other websites accessible via the OCBC's Online Banking Service, including text, graphics, links, extracts from links or other items - are provided "As is", "As Available". OCBC does not warrant the adequacy or completeness of such information and materials. No warranty of any kind, implied, express, or statutory, including but not limited to the warranties of non-infringement of third-party rights, title, merchantability, fitness for a particular purpose and freedom from computer viruses, is given in conjunction with the said information and materials.

## **17. Fees and Charges**

17.1 Any goods and services tax or other levies now or hereafter imposed by law or required to be paid in respect of any monies payable to or received or receivable by OCBC or any expenses incurred by OCBC, shall (except to the extent prohibited by law) be borne and paid by the Customer and OCBC shall be entitled to debit the same from the Customer's account(s).

17.2 OCBC shall be entitled to levy or impose service charges (including, without limitation, to impose a charge for the provision of the Security Token and/or the delivery of Security Code) and make variations to the same from time to time in respect of services rendered to the Customer provided that 21 days' prior notice specifying the details of the charges are made known to the Customer in writing or in a manner deemed appropriate by OCBC. Should the Customer disagree with the imposition of such fees or charges and any variations thereof, the Customer shall terminate the OCBC's Online Banking Service pursuant to Clause 20.3 herein or cease the use of the particular banking transaction and/or service to which such fees, charges or variations relate to. The Customer's continued use of the OCBC's Online Banking Service and issuance of Instructions in respect of the particular banking transaction and/or service to which the fees, charges or variations relate to shall be sufficient evidence of the Customer's agreement and acceptance of the same.

## **18A. Sanctions**

### **18A.1 Interpretation**

The following definitions shall have the following meanings respectively in this Clause 18A:

"Affiliate" means, a corporation related to the Customer including an "ultimate holding company as defined under S5 and S7 of the Companies Act 2016.

"Anti-Corruption Laws" means the Malaysian Anti-Corruption Commission Act 2009, the Bribery Act 2010 of the United Kingdom, the United States Foreign Corrupt Practices Act of 1977 and any similar laws, rules or regulations issued, administered, or enforced by Malaysia, the United States of America, or any other jurisdiction.

"Anti-Money Laundering Laws" means the applicable financial record keeping and reporting requirements and the money laundering statutes in Malaysia and each jurisdiction in which the Customer and its Affiliate conducts business or operations, the rules, and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory authority or proceeding by or before any court.

"controlled" means where one person (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint and/or remove the majority of the members of the governing

body of another person or otherwise controls or has the power to control the affairs and policies of that other person and that other person is taken to be “controlled” by the first person.

“majority owned” means the holding beneficially or legally of more than 50 per cent. of the issued share capital (or equivalent) or voting rights of such person (excluding any part of that issued share capital (or equivalent) that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

“Restricted Person” means, at any time:

- (a) any person listed in any Sanctions related list of designated persons maintained by a Sanctions Authority;
- (b) any person operating, organised, resident, incorporated, registered, or legally domiciled in a Sanctioned Country; or
- (c) any person controlled or majority owned by a person described in (a) or (b) above.

“Sanctioned Country” means, at any time, a country or territory which is the subject or target of any comprehensive or country-wide or territory-wide Sanctions, including but not limited to North Korea, Iran, Syria, Cuba, Crimea region of the Ukraine and Israel.

“Sanctions” means any trade, economic or financial sanctions, embargoes or restrictive measures or related laws or regulations enacted, imposed, administered, or enforced from time to time by:

- (a) the United States government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State;
- (b) the United Nations Security Council;
- (c) the European Union and any European Union member state;
- (d) the United Kingdom;
- (e) the Bank Negara Malaysia; or
- (f) any other relevant government authority (including, for the avoidance of doubt, such government authority having jurisdiction over (i) the Customer and/or the Bank (whether based on its jurisdiction of incorporation or the place of its trade, business, or other operational activities) or (ii) transaction(s) contemplated by these Terms and Conditions),

(each, a “Sanctions Authority”).

## **18A.2 Sanctions Representation and Warranty by Customer**

The Customer hereby represents and warrants to the Bank as follows:

- (a) neither the Customer nor its Affiliate is a Restricted Person;
- (b) the Services shall not be directly or indirectly used for any purpose that would violate any Sanctions or that would fund, facilitate or finance any activities, business or transactions of, or with, any Restricted

Person or any Sanctioned Country or be used to finance the purchase or transfer of any military goods or equipment;

- (c) the Customer has implemented and maintains policies and procedures that will ensure compliance with the representations, warranties and undertakings set out in this Clause 18A;
- (d) the Customer and its Affiliates are not in breach of any laws and regulations relating to Sanctions.

### **18A.3 Sanctions Undertaking by Customer**

The Customer hereby undertakes to the Bank as follows:

- (a) It shall not, whether directly or indirectly, perform any transactions with funds or assets that:
  - (i) constitute property of, or will be beneficially owned by, any Restricted Person; or
  - (ii) are the direct proceeds derived from any transactions that violate Sanctions applicable to any party hereto.
- (b) It will promptly deliver to the Bank and permit the Bank to obtain the details of any claims, action, suit, proceedings or investigation against it or its Affiliates by any governmental, judicial or regulatory authority with respect to Sanctions to the extent that such details are available to it.
- (c) It shall not (and shall ensure that each of its Affiliates will not) violate any Sanctions and will not conduct or engage in, directly or indirectly, any transaction, conduct, trade, business or other activity that could result in its violation of any Sanctions.
- (d) It shall not (and shall ensure that none of its Affiliates will) directly or indirectly use, or permit or authorise any other person to directly or indirectly use, all or any part of the Services, Software or Equipment:
  - (i) for any purpose (directly or indirectly) that would violate any Sanctions or that would fund, facilitate or finance any activities, business or transactions of, or with, any Restricted Person or any Sanctioned Country or which would breach any Anti-Corruption Laws, Anti-Money Laundering Laws or terrorism financing laws; or
  - (ii) in any other manner which could result in the Customer or the Bank being in breach of any Sanctions (if and to the extent applicable to either of them) or becoming subject of any Sanctions.
- (e) It shall (and it shall ensure that each of its Affiliates will) conduct its businesses and maintain policies and procedures that will ensure compliance with Anti-Corruption Laws and Anti-Money Laundering Laws.

## **18. International Use**

18.1 The Customer shall at all times comply with all the Foreign Exchange Policy Notices (the Notices on Foreign Exchange Policy Malaysia issued pursuant to the Financial Services Act 2013 and all other regulations made pursuant thereto) of Malaysia and/or the exchange control regulations operating in any other country where the Transaction is effected or requested via an Instruction, and the Customer shall be liable for any infringement of such regulations, including any amendments, extension, re-enactment or consolidation thereto.

18.2 The maximum amount of a transaction and the purpose for which it is effected may be determined by Bank Negara Malaysia and the laws and regulations of the country in which the transaction is effected or requested.

18.3 The Customer hereby acknowledges having read the guidelines and information of the Foreign Exchange Policy Notices posted at OCBC's website <https://www.ocbc.com.my/personal-banking/help-and-support/foreign-exchange-notices-ocbc-and-ocbc-al-amin/general> and agrees that the Customer is voluntarily using the OCBC's Online Banking Service at its own initiative and the Customer is responsible for compliance with all applicable laws.

## **19. Variation of Terms and Conditions**

19.1 OCBC may at its discretion and at any time add to, alter, vary, modify, or change all or any of these Terms and Conditions by giving the Customer no less than 21 days prior notice. Such changes shall take effect from the effective date stated in the notice or if no effective date is stated, upon expiry of 21 days from the date of the notice and subject to Clause 19.4, shall be binding on the Customer.

19.2 The notice referred to in Clause 19.1 above shall be sufficiently served on the Customer by (i) posting the notice at OCBC's website; or (ii) posting the notice at ATM or other electronic terminals; or (iii) posting the notice at OCBC's offices and branches; or (iv) an advertisement in one national newspaper in Malaysia; or (v) incorporating the notice into the Customer's account statement; or (vi) any other mode OCBC deems suitable.

19.3 Notwithstanding Clause 19.1 and 19.2 above, where any variations, modifications or changes to these Terms and Conditions are merely in relation to the correction of any spelling and grammatical error or is in OCBC's sole opinion, necessitated by an immediate need to restore or maintain the security of the Online Banking Service, OCBC's computer system, the Customer's account(s) or any transactions, notice may be given to the Customer on or after such variation, modification or changes to the Terms and Conditions.

19.4 If the Customer does not agree with any additions, variations or modifications to these Terms and Conditions, the Customer shall discontinue using the OCBC's Online Banking Service. The Customer agrees to view these Terms and Conditions regularly and subject to notice having been given to the Customer in accordance with the provisions herein, the Customer's continued access and/or use of the OCBC's Online Banking Service after any such additions, variations or modifications become effective will constitute the Customer's unconditional acceptance of the additions, variations, or modifications. Where the application for the OCBC's Online Banking Service is in respect of a joint account, each account holder shall be bound jointly and severally by any such addition variation or amendment.

## **20. Suspension or Termination of Services**

20.1 OCBC may at any time by giving notice suspend or restrict or terminate the operations or the whole or any part of the OCBC's Online Banking Service without being liable or responsible for any loss or damage suffered by or caused to the Customer or arising out of or connected or by reason of such suspension or restriction or termination.

20.2 OCBC will automatically suspend or terminate the Customer's right of access to the OCBC's Online Banking Service should the Customer cease to maintain any account(s) with OCBC which can be accessed via the

OCBC's Online Banking Service or should the Customer's access to such account(s) be restricted by OCBC or any other party for any reason or if there is a breach of Clause 18A.2 or Clause 18A.3.

20.3 The Customer may terminate the OCBC's Online Banking Service by giving prior written notice to OCBC. The OCBC's Online Banking Service will be cancelled within 3 Business Days from the date of OCBC's receipt of the said notice of termination and the Customer shall refrain from using the OCBC's Online Banking Service after the Customer has given the termination notice. The Customer shall be liable to ensure that there is no pending Instructions which are scheduled to be effected or performed or processed on a date falling after the date the Customer has given termination notice. Notwithstanding the foregoing, OCBC shall not be liable for and the Customer shall indemnify OCBC fully against all losses, damages, claims, liabilities, costs and expenses arising from (a) the Customer's continued use of the OCBC's Online Banking Service after the Customer has given the termination notice and (b) the Instructions relating to transactions and/or services which are effected or performed or processed through the OCBC's Online Banking Service after receipt of the Customer's written notice to terminate.

20.4 The Customer also acknowledges and agrees that where the Customer's access to the OCBC's Online Banking Service is terminated for any reason, OCBC shall not be liable for its failure to act upon and effect or perform or process any such Instructions received prior to such termination and remains uneffected or unperformed or unprocessed at the point of such termination by OCBC or otherwise at the point of receipt of the Customer's notice to terminate.

20.5 The Customer acknowledges that termination will not affect the Customer's liability or obligations in respect of Instructions effected or performed or processed through the OCBC's Online Banking Service on the Customer's behalf.

## **21. Submission to Jurisdiction**

21.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and the Courts of Malaysia at Kuala Lumpur shall have non-exclusive jurisdiction in relation to any legal action or proceedings arising out of or in connection with these said Terms and Conditions ("Proceedings").

## **22. Notices**

22.1 Notices from OCBC. The Customer agrees that all notices and other communications issued in connection with the OCBC's Online Banking Service may be issued in the manner specified in these Terms and Conditions and where no specific manner is provided for, may be given by OCBC in any one of the following manners:

- (a) by broadcasting a notice at OCBC's website;
  - (b) by broadcasting a notice at ATM or other electronic terminals;
  - (c) by displaying at OCBC's offices and branches;
  - (d) by way of advertisement made once in any national newspaper in Malaysia;
  - (e) by any other mode OCBC deems suitable,
- and the notices and other communications shall take effect on the date stated therein.

22.2 Urgent notices from Customer to OCBC to report on loss or compromise of the Customer's Login ID, Login Password, Security Code or Security Token/Mobile Phone, or to report on any error or discrepancy in any statement or record may be made by:

- (a) calling OCBC's Contact Centre at such telephone number as may be published on OCBC's website from time to time; or
- (b) written notice delivered to, or personal attendance to make report at, any OCBC branches; or
- (c) such other means as may be notified by OCBC from time to time.

22.3 All other notices from Customer to OCBC concerning the OCBC's Online Banking Service and these Terms and Conditions shall be in writing, signed by the Customer and sent to OCBC at the following address or in such other manner as the Bank may notify the Customer from time to time:

Digital Business  
Menara OCBC (Second Floor)  
No. 18 Jalan Tun Perak 50050 Kuala Lumpur

### **23. Waiver**

23.1 The Customer agrees that the failure of OCBC, whether continuous or otherwise, to exercise any rights, power, privileges, remedies or provisions of these Terms and Conditions or OCBC's failure or delay to insist on compliance with any of the clauses herein shall not constitute a waiver by OCBC of any rights, power, privileges, remedies or provisions of these Terms and Conditions.

### **24. Severability**

24.1 If any of the Terms and Conditions become invalid, illegal or unenforceable pursuant to any law, then the validity, legality and unenforceability of the remaining provisions shall not in any way be effected or impaired.

### **25. Disputes and Enquiries**

25.1 Notice of any dispute and enquiry shall be served in the manner specified in Clause 22 above.

25.2 A Customer who wishes to raise any dispute will be required to furnish certain requisite particulars, including but not limited to the Customer's name, the affected account, date of the disputed transaction, amount of the disputed transaction and reason why the Customer believes that it is a disputed transaction. If the dispute is in any way connected to or involving any fraud or crime or alleged/ suspected fraud or crime, the Customer will be required to furnish OCBC with a police report.

25.3 All disputes will be investigated by OCBC and if found to be false, will be rejected. If payment had been made on the dispute, the payment must be refunded to OCBC, and all expenses incurred in the investigation and in recovering the payment shall be borne by the maker of the false dispute. In addition, police report will be lodged against all false disputes.