

TERMS AND CONDITIONS OF OCBC AUTOMATIC FUNDS TRANSFER

1. The Customer hereby authorises OCBC Bank (Malaysia) Berhad ("OCBC") to make payment to the account of any person ("Beneficiary") in accordance with the instruction and Information (as defined below) given by the Customer ("Payment Order") and to debit the Customer's account(s) maintained with OCBC through this Automatic Funds Transfer Service ("the AFT Service").
2. Any instructions from the Customer to make payments through this AFT Service:
 - a) shall be accompanied by the Auto Funds Transfer Form containing such information ("Information") including without limitation those relating to the Beneficiary (such as, name, account number, financial institution at which the account is maintained, amount to be paid thereto);
 - b) the payments must be debited from the Customer's Ringgit account(s) maintained with OCBC which shall have sufficient funds;
 - c) is subject to the maximum of RM2.00 per transaction or such other limits prescribed by OCBC from time to time and subject to the account being satisfactorily conducted. It is the Customer's responsibility to ensure that the Customer's account is in funds to make full payment to all Beneficiaries under any instructions. OCBC may (but is not obliged to) decline all or any part of an instruction of the Customer, if the Customer's account has or is likely to have insufficient funds to fully execute any instructions;
 - d) shall be in the form as may be prescribed by OCBC from time to time and shall include such information required by OCBC; and
 - e) a minimum of thirty (30) days is required from the date of application of the Auto Funds Transfer Form, for the first payment to be debited.
3. OCBC is not obliged to but may at its sole discretion under any circumstances for any reason whatsoever verify or check the purpose and/or contents of any Payment Order or any Information.
4. The Customer shall be solely responsible for the truth, completeness and accuracy of the Customer's instruction and the Information, and that the Beneficiary's accounts are capable of receiving payment and/or collection of funds via the Interbank Giro System. OCBC shall not be held liable for any losses arising from the Customer's non-compliance of this Clause and/or for any damages, costs, losses, expenses howsoever arising from lack of completeness, authority, sufficiency and accuracy of any instructions or Information.
5. OCBC may at its sole and absolute discretion conclusively determine the order of priority of payment of the Payment Order provided in the Auto Funds Transfer Form.
6. The Payment Order may be terminated by either one of the following options:
 - a) by OCBC at its absolute discretion and without liability whatsoever to the Customer, at any time and in such circumstances as it deems fit, by giving thirty (30) days notice in writing to the Customer without assigning any reason whatsoever. References to writing include electronic mail;
 - b) by the Customer by giving thirty (30) days prior written notice to OCBC
7. OCBC and the Customer may terminate any one or more of the Payment Order without affecting the other Payment Order. Such termination may be effected by OCBC or the Customer in the manner stated in Clause 6(a) or (b) respectively.
8. This Payment Order will remain effective for the protection of OCBC in respect of payments made in good faith notwithstanding the Customer's death or bankruptcy or the revocation of this Payment Order by other means until notice of the customer's death or bankruptcy or such revocation is received by OCBC.
9. All payments will be made via Interbank Giro unless otherwise stated. OCBC shall not be liable for any loss or damage to the Customer or any third party of whatever nature (including without limitation loss of income, opportunity, profit, goodwill, direct or indirect, punitive or special damages), even if OCBC has been advised of the same by the Customer or as a result of delay, omission, or error in the electronic transmission or receipt of any data or any fault of or failure in providing the AFT Service. Without prejudice to any provisions of these Terms and Conditions, OCBC has no control over the actions, omissions or timeliness of other participating financial institutions (including without limitation, the Beneficiary's Bank) and in relation thereto, shall not be liable to the Customer or any person for any reason whatsoever.
10. Fees and charges of transaction will be levied for each periodic payments effected by OCBC. This charge does not include any incidental postage and / or stamp duty and inland exchange which may also be applicable. The Bank may levy a charge on all standing instructions on due dates which may not be refunded even if the instruction is not effected due to insufficient funds.

The Customer hereby authorises OCBC to deduct from the Customer's account all or any of the aforementioned payments.
11. Where the payment cannot be made due to insufficient funds in the account, the Bank shall not effect payment for the payment date concerned. Further payments shall only be made on the next subsequent payment date provided there are sufficient funds in the account. The customer is required to make alternative arrangements to effect the payment concerned.
12. Without prejudice to any of the provisions of these Terms and Conditions, the Bank is not liable if OCBC fails to perform in whole or in part any of its obligations under these Terms and Conditions directly or indirectly due or attributable to the failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, industrial dispute, any act beyond OCBC's control or due to any factor in a nature of a force majeure.
13. The Customer shall indemnify OCBC against all claims, demands, liabilities, actions, damages, loss, costs and expenses (including legal costs on a full-reimbursement basis) which OCBC may incur or sustain from or in relation to these Terms and Conditions or the AFT Service.

14. The prevailing terms and conditions governing the Customer's accounts maintained with OCBC apply. In the event of any conflict between these Terms and Conditions and those governing the accounts, these Terms and Conditions shall prevail.
15. OCBC reserves the right to amend, supplement and/or supersede these Terms and Conditions from time to time by giving notice through any modes or methods as OCBC deems suitable including by mail, notification in the mass media or in OCBC's branches, electronic communication, or posting at OCBC's website. Such changes to these Terms and Conditions shall apply on the effective date specified by OCBC, and shall be deemed accepted without reservation by the Customer's continued operation or non-closure of the account and/or the usage of the AFT Service. OCBC may at its discretion, without prior notice to the Customer, terminate or suspend the AFT Service whether in whole or in part.
16. If there are any inconsistencies or ambiguity between the English version and any translation of these Terms and Conditions in any language, the English version of these Terms and Conditions shall prevail.

TERMS AND CONDITIONS OF OCBC PAYMASTER SERVICE

1. The application for the OCBC PayMaster Service ("the Service") is open to all OCBC Bank Malaysia Berhad's ("OCBC") Visa and MasterCard Cardmembers ("Cardmember") upon the terms and conditions stated herein.
2. Upon OCBC's approval of the Cardmember's application for the Service all amounts due and owing ("Charges") to the merchant(s), signed-up with OCBC from time to time ("Merchant(s)") as indicated by the Cardmember in the application form for the Service shall be debited from the Cardmember's credit card account maintained with OCBC ("Card Account"). The Service is only available for the selected Merchant(s) that are listed on the application form.
3. A minimum of fourteen (14) working days is required from the date of application of the Service, for the first auto-debit registration to be activated. OCBC will endeavour but accepts no responsibility to make the same at any time or in a timely manner and OCBC shall not incur any penalty, interest and liability to the Cardmember through any error, neglect, refusal or omission to make or delay in making all or any of the payments of the Charges to the Merchant(s) nor shall OCBC be liable or responsible for any acts, delay or omission on the part of the Merchant(s) during the continuance of the Service.
4. The subscription and continuation of the Services is conditional on the Cardmember having a valid OCBC credit card which is not suspended, terminated, revoked, cancelled or expired or the Card Account is not delinquent.
5. Where there is insufficient or reduction of credit limit in the Cardmember's Card Account to make payment of the Charges to all or any of the Merchants, OCBC shall not be responsible to make all or any of the Charges to the Merchant(s) and may in its sole and absolute discretion :
 - a) elect not to make any payment of the said Charges to all or any Merchants, in which event the Cardmember shall be responsible for paying the unpaid said Charges directly to the Merchant(s); or
 - b) determine the order of priority of payment of the Charges, which OCBC deems fit, in which event the Cardmember shall be responsible for paying the unpaid Charges directly to the relevant Merchant(s).
6. Enrolment/subscription for auto-billing with the Merchant(s) under the Service shall be at scheduled intervals approved by the Bank and the Merchant(s).
7. In consideration of OCBC agreeing to provide the Service, the Cardmember undertakes to indemnify OCBC against all losses, costs, damages, expenses, claims and demands which OCBC may incur or sustain as a result of the provision of the Service. This indemnity will survive notwithstanding termination of the Service or the credit card by OCBC or the Cardmember.
8. The Cardmember shall be solely responsible to notify the Merchant(s) directly of any changes in nomination of his/her OCBC credit card for each auto-billing arrangement with the Merchant(s) under the Service. OCBC shall not be liable for any damages or losses suffered due to any delay by the Cardmember in notifying the Merchant(s) of such changes in nomination and if any Charges had been debited by OCBC towards the Cardmember's Card Account it shall be conclusively deemed to have been incurred by the Cardmember.
- 9.1 The Service may be terminated by either one of the following options:
 - a) by OCBC at its absolute discretion and without liability whatsoever to the Cardmember and/or the Merchant(s), at any time and in such circumstances as it deems fit, by giving thirty (30) days notice in writing to the Cardmember or the Merchant(s) and without assigning any reason whatsoever. References to writing include electronic mail;
 - b) by the Cardmember by giving thirty (30) days prior written notice to all the Merchants or if termination is only in respect of any Merchant, the notice shall be given to the relevant Merchant(s). If the Merchant(s) specify some other mode of termination or other notice period, the Cardmember will have to effect the termination in the manner prescribed.
- 9.2 OCBC and the Cardmember may terminate the auto billing arrangement in respect of any one or more Merchant(s) without affecting the auto billing arrangement in respect of other Merchant(s). Such termination may be effected by OCBC or the Cardmember in the manner stated in Clause 9.1 (a) or (b) respectively.
- 9.3 Termination of the Service shall not terminate the Cardmember's Agreement between OCBC and the Cardmember.
10. The Cardmember acknowledges and agrees that :
 - a) he/she shall be solely responsible to notify the Merchant(s) directly of the termination of the Service and shall be solely responsible for paying the unpaid Charges directly to the Merchant(s)
 - b) termination of the Service in the manner specified in Clause 9.1(b) may not terminate the auto debit of the Charges if the Merchant(s) continues debiting the Charges to the Cardmember's Card Account;
 - c) it is the Cardmember's responsibility to ensure that the Merchant(s) complies with the Cardmember's instructions to cease auto debit of the Charges to the Cardmember's Card Account and Charges debited to the Card Account after the Cardmember had terminated the Service shall be borne by the Cardmember without any recourse against OCBC; and
 - d) OCBC shall not be liable for any damages or losses suffered due to any delay by the Cardmember in notifying the Merchant(s) of the termination of the Service and if any Charges had been debited by OCBC towards the Cardmember's Card Account it shall be conclusively deemed to have been incurred by the Cardmember.
11. In the event that OCBC made payment of the Charges to the respective Merchant(s) whether such payment had been made in excess or is insufficient or due to any act or omission in regards to (i) the termination of the Service by the Cardmember or OCBC; or (ii) the termination of the payment instructions by the Cardmember; or (iii) where the Card has expired or terminated by OCBC or the Cardmember or revoked, cancelled or withdrawn by OCBC, such Charges will be debited by OCBC towards the Cardmember's Card Account and is conclusively deemed to have been incurred by the Cardmember.

12. OCBC shall not be held liable for any act, omission, defect or deficiency in the Service or due to any insufficient payment or any amount paid in excess in regards to the Charges made to the indicated Merchant(s). In the event the Cardmember disputes against such act, omission, defect or deficiency in the Service, the Cardmember shall resolve his/her dispute directly with the Merchant(s). The Cardmember 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 Cardmember's Card Account for the payment of the Charges made to the Merchant(s).
13. Notwithstanding any resolved or unresolved dispute between the Cardmember and the Merchant(s), such Charges debited by OCBC towards the Cardmember's Card Account is conclusively deemed to have been incurred by the Cardmember and any such claims made by the Cardmember against the Merchant(s) shall not entitle the Cardmember to set-off or counter claim the Charges disputed against OCBC.
14. The Cardmember shall permit OCBC to disclose to the Merchant(s) from time to time information relating to the Cardmember and expressly consents to such disclosure and confirms and declares that no further consent from the Cardmember is necessary or required in relation thereto and OCBC shall be under no liability for disclosing such information.
15. The Service is also subjected to the terms and conditions stipulated in the OCBC Cardmember's Agreement. In the event of any conflict between the Terms and Conditions herein contained and the terms and conditions of the OCBC Cardmember's Agreement, these Terms and Conditions shall prevail as far as the conflict is in relation to a specify matter pertaining to the Service.
16. OCBC reserves the right at its absolute discretion to vary, delete or add to any of these terms and conditions from time to time without prior notice.
17. The Cardmember is only allowed to arrange for auto debit of his Card Account for charges incurred by third party(ies) with the approved Merchant(s) provided that the Cardmember complies with the Merchant(s)' requirements which may include but not limited to provision of the third party(ies)' identity card(s) and letter(s) of authorisation to the Merchant(s).
18. The Cardmember is not required to submit a new application for the Service if the Cardmember's existing credit card is replaced by a new credit card for whatsoever reasons (including but not limited to expiration, renewal or stolen card) ("the Card Change"). The Cardmember shall be solely responsible to notify the indicated Merchant(s) directly of the Card Change. OCBC shall not be obliged to inform the Merchant(s) and shall not be liable for any damages or losses suffered due to any delay by the Cardmember in notifying the indicated Merchant(s) of the Card Change.
19. In the event of any discrepancy between the English version and the Bahasa Malaysia version in respect of the terms and conditions herein contained, the English version shall prevail.
20. Enrolment/subscription for auto-billing with Tenaga Nasional Berhad ("TNB") as a Merchant under the Service shall be subjected to a monthly bill(s) amount not exceeding RM3,000.00 per TNB Account.
21. Enrolment for local/municipal councils must be registered:
 - (a) before December 10 of the year to be successfully included under the Service for the payment for the January-June assessment and subsequent bills; and
 - (b) before June 10 of the year to be successfully included under the Service for the payment for the July-December assessment and subsequent bills.