

**TERMS AND CONDITIONS GOVERNING CASH MANAGEMENT SERVICES  
(For Business Account Customers only)**

In consideration of OCBC Bank (Malaysia) Berhad [Company No.295400-W] ("Bank", which term shall include its successors-in-title and assigns) extending to the applicant ("Customer") the Services (as hereinafter defined) as subscribed or accepted by the Customer in the manner prescribed by the Bank for the respective Services from time to time, the Customer agrees to be bound by these Terms and Conditions governing Cash Management Services ("these Terms and Conditions").

**(A) GENERAL TERMS AND CONDITIONS**

**1. DEFINITIONS & INTERPRETATION**

- 1.1 "Appointed Time" means the time or date specified by the Bank for any particular functions or events, and includes such cut-off time or date for receipt of instructions for the payments, credits, debits or any transactions under or in relation to these Terms and Conditions.
- 1.2 "Business Day" means a day (other than Saturdays, Sundays, bank and public holidays) on which the Bank and its branches are opened for business in Malaysia and on which transactions of the nature contemplated herein are carried out.
- 1.3 "Cheque" includes but is not limited to any cheque, cashier's order, bank draft and money order drawn on any banks, whether open or crossed, made payable to the Customer.
- 1.4 "Account" means the designated account opened and maintained by the Customer with the Bank to which payments collected under the Services shall be credited and payment of any fees and/or any monies payable to the Bank under these Terms and Conditions shall be debited from and includes any other account or accounts opened in addition thereto or in substitution thereof.
- 1.5 "Equipment" means any device or equipment supplied by the Bank for any Services.
- 1.6 "Intellectual Property Rights" means all copyrights (including rights in computer software and databases), design rights, trademarks, service marks, topography rights, patents, trade names, moral rights, rights in know-how and trade secrets, in each case whether registered or unregistered and also includes applications for the grant of any of the same and all rights or forms of protection having equivalent or similar effect to any of the same.
- 1.7 "Returned Items" means any Cheques or instruments rejected by the Bank for any reason whatsoever including but not limited to:-
- (a) incomplete Cheques, including but not limited to unsigned Cheques and/or undated Cheques;
  - (b) Cheques deposited with insufficient or without any relevant payment particulars which the Bank may require in order to process the Cheques;
  - (c) any other Cheques which the Bank in its sole and absolute discretion shall deem not capable of being processed according to its procedures; or
  - (d) any Cheques sent for clearing but returned unpaid as invalid or dishonoured Cheques or otherwise.
- 1.8 "Services" means the cash management services made available by the Bank under these Terms and Conditions, including, Velocity@ocbc, Easi-ProCheck, Easi-DirectDebit, Easi-GIRO and includes any other services as may from time to time be introduced and/or made available by the Bank, and all variations or supplemental services as may be provided by the Bank from time to time.
- 1.9 "Software" means software made available to the Customer by the Bank for the purposes of making and receiving instructions and using any Services and shall include the computer programmes in machine readable object code form and the files, disks, CD-ROMs or other media and shall also include any subsequent corrections, enhancements,

modifications or updates supplied by the Bank to the Customer pursuant to these Terms and Conditions. The Software may include the Bank's or any third party's software;

- 1.10 "Materials" means user guides, manuals, data, processes and other documentation provided by the Bank in relation to any Services or Software.

### 1.11 INTERPRETATION

- (a) Words importing the singular shall include the plural and vice versa. The words importing the masculine gender shall include the feminine and neuter gender and vice versa.
- (b) Headings in these Terms and Conditions are inserted for convenience only and shall not affect the interpretation of these Terms and Conditions.
- (c) Unless otherwise stated, a reference to time of a day shall be construed as reference to Malaysian time.
- (d) Any reference to the provisions of any legislation or statute includes any statutory modification or re-enactment thereof.
- (e) Where there are two or more persons comprised in the term "the Customer" :-
  - (i) instructions, agreements, undertakings, obligations expressed to be issued or given by or made by one person, shall be deemed to have been issued or given by or made by and binding upon such persons jointly and severally; and
  - (ii) any notice given by the Bank to any one of such persons shall be sufficient notice to all the accountholders and any notice or instructions issued by any one of the accountholders to the Bank shall be deemed to have been issued on behalf of all the accountholders and the Bank shall be entitled to act upon and rely on such notices or instructions without any enquiry.
  - (iii) Where the Customer has appointed an Authorised User or Authorised Users, all references to the "Customer" shall also refer to his/her Authorised User or Authorised Users.
- (f) Any provision, liberty, power or discretion which may be exercised or determined by the Bank hereunder may be exercised or made in the Bank's absolute and unfettered discretion at any time and from time to time and the Bank shall not be under any obligation to give any reason for the same.

## 2. AUTHORITY

- 2.1 The Bank may rely on the authority of each person designated (in the form acceptable to the Bank) by the Customer to give instructions on the Customer's behalf and to do any other act until the Bank has received written notice or other notice acceptable to it of any change from a duly authorised person and the Bank has had reasonable time to act (after which time it may rely on the change).

## 3. INSTRUCTIONS

- 3.1 The Bank is only required to process instructions in accordance with its established and regular business practices, procedures and policies (collectively, "Procedures"), which shall include without limitation the use of verification codes, encryption, passwords, digital signatures and certificates, and other security devices, systems and software designed to verify the origination (but not errors in transmission or content, such as discrepancies between account names and numbers) of any instructions.
- 3.2 The Customer shall be solely responsible for the truth, completeness and accuracy of the instructions. The Bank may at its sole discretion verify or check the purpose and/or contents of any instructions. The Bank may at its sole discretion act on an instruction which in the Bank's sole opinion is incomplete, and/or not transmitted in accordance with the Procedure and/or suspicious in its contents, authorisation and/or origination, and the Customer hereby agrees to indemnify the Bank against any loss, liability, claim or expense (including legal fees) the Bank may incur in connection with such an instruction. Notwithstanding any provisions of these Terms and Conditions, the Bank shall be at liberty to decline any instructions from the Customer at any time, without giving any reasons therefor.

- 3.3 The Customer shall comply with all Appointed Times with respect to matters to be effected or actions to be undertaken in connection with these Terms and Conditions and acknowledges that the consequence of not complying with the Appointed Time can be serious and may include the instructions not being processed or executed and/or transaction failure and the Customer shall be solely responsible and liable for all such consequences. The Bank may at its sole discretion at any time amend any of the Appointed Times with prior notice to the Customer.
- 3.4 Any instructions submitted by the Customer shall be irrevocable and unconditional. If the Customer informs the Bank that it wishes to recall, cancel or amend an instruction after it has been received by the Bank, the Bank may at its sole discretion assist the Customer to do so, but shall not be liable for any loss, cost or expense suffered by the Customer whether or not the Bank does or is able to amend, cancel or recall that instruction. The Customer hereby agrees to indemnify the Bank against any loss, liability, claim or expense (including legal fees) it may incur in connection with assisting the Customer to recall, cancel or amend an instruction.
- 3.5 In acting on the instructions and providing the Services, the Bank is authorised to use any communications, processing or transaction system, intermediary bank and/or any third party(ies) (including without limitation FPX Gateway Sdn Bhd) (collectively, "Third Party Participants") it reasonably selects. The processing of any instructions and provisions of any Services shall also be subject to the terms and conditions, procedures, approval, action and/or co-operation of these Third Party Participants, and Bank shall not for any reasons (even if advised of the same) assume any liability towards the Customer and/or any persons, for the terms and conditions, procedures, and/or approval, and/or action, co-operation, omission, and/or timeliness, as applicable, of a Third Party Participant.

#### 4. LICENCE

- 4.1 Where applicable, the Bank hereby grants to the Customer a personal, non-exclusive, non-transferable licence to use any (a) Software; and/or (b) Materials. "Use" in this **Clause 4.1** shall mean to access, install, download, copy, or otherwise benefit from using the functionality of the Software in accordance with the Procedures and Materials in the configuration and within the scope as supplied by the Bank to the Customer. Provided always that the right to copy is available only for Software (not Materials) to machine readable form, and shall be limited to 1 back-up copy in a compact disk ("CD") or computer diskette ("Diskette") and subject to the Customer affixing to the copy all copyright, confidentiality and proprietary notices that appear on the original.
- 4.2 The Customer acknowledges that the Software and Materials are not designed or intended for use in or for any equipment, machines, or purposes incompatible with those under which the Software and Materials are supplied by the Bank to the Customer, and the Customer shall not so use or allow or cause to be so used the Software and Materials. Except as expressly set forth in these Terms and Conditions, the Customer has no right to use, make, sub-license, modify, transfer, rent, lease, sell, display, distribute or copy originals or copies of the Software or Materials, or to allow or cause anyone else to do so. The Customer shall ensure that the Software is used only with properly licensed media, contents, and contents creation tools.
- 4.3 Notwithstanding any provisions herein, the Customer is not entitled to any maintenance or support for the Software or any corrections, enhancements, modifications or updates under these Terms and Conditions. If any corrections, enhancements, modifications or updates to the Software are made available to the Customer, then they shall be subjected to these Terms and Conditions.

**5. EQUIPMENT**

- 5.1 The Customer is solely responsible for the security, proper use and maintenance of any equipment (including hardware and security devices) operated by the Customer (whether supplied by the Bank or not) and to ensure the same is virus-free and does not transmit any virus. The Customer shall maintain and use all equipment in the manner specified in the Materials and Procedures and in connection with the relevant Service. All Equipment shall be supplied at the Customer's expense.

**6. OWNERSHIP**

- 6.1 The Customer acknowledges that the Software, Materials and Equipment (whether made and/or created by the Bank, the Customer or any person), and all Intellectual Property Rights protecting or pertaining to any aspect of the Software and Materials, are and shall remain the sole and exclusive property of the Bank and, where applicable, the Bank's suppliers. These Terms and Conditions do not convey title or ownership to the Customer, but instead gives the Customer only the limited rights as expressly set forth in these Terms and Conditions. The Bank reserves all rights not expressly granted by these Terms and Conditions.
- 6.2 The Customer shall not remove or modify or allow or cause to be removed or modified any patent, copyright or trademark or other intellectual property notices that may appear on any part of the Software or the Materials. The Customer shall not reverse engineer, unencrypt, decompile, disassemble or otherwise translate or attempt to discover the source code, underlying ideas, underlying user interface techniques or algorithms of the Software by any means whatsoever, directly or indirectly, or disclose any of the foregoing, or allow or cause anyone else to do so.

**7. RESPONSIBILITY**

- 7.1 The Bank does not guarantee access to any communications, processing or transaction system including that provided by the Bank and accepts no liability to the Customer for unavailability or disruption in any such communication system or for any related delays or disruption in the provision of the Services. The Bank shall be liable for failure to act in good faith or for malicious negligence when providing the Services in accordance with these Terms and Conditions and subject thereto, shall not be liable for any losses or damages whether indirect, incidental or consequential (including loss of profit or opportunity, punitive or special damages) or otherwise, even if advised of the possibility of such loss or damage.
- 7.2 Subject to the provisions of these Terms and Conditions, if the Bank breaches any warranty or terms of the Services, then the Bank shall reprocess or retransmit any affected instructions or transactions at no additional costs to the Customer. This shall be the Customer's sole remedy and the Bank's sole responsibility for the Bank's breach of any warranty or term of the Services.
- 7.3 The Bank shall not be liable to the Customer or any third party :-
- (a) for any inconvenience, injury, any damages, loss of profits or earnings (whether direct or indirect), goodwill or any special/exemplary, direct or consequential loss or damage whatsoever or howsoever arising in the event the Bank is unable to perform any of its obligations under these Terms and Conditions or to provide any of the Services attributable directly or indirectly to Force Majeure;
  - (b) for any expense, loss, damage, liability or other consequences suffered or incurred by the Customer or any party if the funds credited or debited from the Account diminish in value due to taxes, depreciation or becomes unavailable due to restrictions (howsoever arising) on convertibility, involuntary transfers, distraints of any character or Force Majeure,

and in such case its obligations shall be suspended for so long as the Force Majeure event continues (provided that this shall not prevent the accrual of interest/profit on a principal amount which would have been payable but for this provision). The Bank shall

promptly inform the Customer of the existence of a Force Majeure event and shall consult the Customer to find a mutually acceptable solution. Where any currency in which the Bank's payment obligations is denominated becomes unavailable due to restrictions on convertibility, transferability, involuntary transfers, distraint of any character or Force Majeure, the Bank shall be deemed to have satisfied such payment obligation by making payment in such other currency as the Bank deems fit.

"Force Majeure" means any cause beyond the reasonable control of the Bank, including without limitation, unavailability of any communications system, failure of any mechanical or electronic device, data processing system or transmission line, failure of or disruption to power or utilities or communication systems or transmissions, sabotage, fire, flood, earthquake, explosion, acts of God, civil commotion, strikes, civil or industrial dispute of any kind, riots, insurrection, embargo, act of terrorism, war, acts or exercise of any governmental, military or usurped powers, requisition or any monetary or exchange control restrictions.

- 7.4 To the maximum extent permitted by applicable law, the Bank specifically disclaims any warranties, conditions or representations (whether express, implied or statutory, or oral or written) with respect to the Software or Materials or Equipment including without limitation any and all warranties of merchantability or fitness for a particular purpose (whether or not the Bank knows, has reason to know, has been advised or is otherwise in fact aware of any such purpose) or conditions of title or non-infringement whether alleged to arise by operation of law, by reason of custom or usage in the trade or by course of dealing, or that the Software/Equipment will operate properly with other hardware or software or will operate uninterrupted or error-free. The Bank also expressly disclaims any express or implied warranty or representation to any person other than the Customer.
- 7.5 The Bank shall not be liable for any claims of any nature related to the Software or Materials or Equipment, including any cause of action based on warranty, contract, tort, strict liability, patent or copyright infringement or misappropriation of intellectual property. Neither the Bank nor any of its suppliers shall be liable for any consequential, incidental, indirect, special, exemplary or punitive damages, whether in contract, in tort (including negligence) or otherwise, or for any loss of profits, loss of savings or loss of data arising out of these Terms and Conditions or the use (or inability to use) of the Software or Materials or Equipment.

## **8. CONFIDENTIAL INFORMATION**

- 8.1 The Customer acknowledges that the Services, Software, Materials, Equipment, Intellectual Property Rights, data and any information provided to or obtained by the Customer in connection with any Services or these Terms and Conditions (collectively, "Confidential Information") constitute and contain valuable proprietary products and trade secrets of the Bank and/or its suppliers, embodying substantial creative efforts and confidential information, ideas and expressions.
- 8.2 The Customer shall keep all Confidential Information confidential and to limit access to its employees (under a similar duty of confidentiality) who require access in the normal course of their employment except to the extent any Confidential Information is already in the public domain or the Customer is required to do otherwise by law or judicial process, and to use it in the manner designated by the Bank and in the ordinary course of the Customer's business. The Customer shall promptly notify the Bank in writing if it discovers or reasonably suspects that any Confidential Information has been or may be compromised or disclosed to any unauthorised person.

**9. REPRESENTATIONS**

- 9.1 The Customer and the Bank each represents, at the date the application for the Services is accepted by the Bank and the Services are used or provided, that:-
- (a) it is duly organised and in good standing in the country of its incorporation or registration;
  - (b) it has the power and authority to agree to these Terms and Conditions and to perform its obligations under these Terms and Conditions;
  - (c) its agreement to these Terms and Conditions is duly authorised at time of agreement and these Terms and Conditions are its legal, valid and binding obligations;
  - (d) any consent, authorisation or instruction required in connection with these Terms and Conditions has been provided;
  - (e) any act required by any relevant governmental or other authority to be done in connection with these Terms and Conditions has been or will be done (and will be renewed if necessary); and
  - (f) its performance of these Terms and Conditions will not violate or offend any applicable law, regulation or other requirement or agreement.

**10. ADVERTISING**

- 10.1 Neither the Customer nor the Bank shall display the name, trademark or service mark of the other without the prior written approval of the other. The Customer shall not advertise or promote any Service without the Bank's prior written consent.

**11. DISCLOSURE**

- 11.1 Subject to the Customer's express instruction restricting disclosure, the Customer irrevocably consent to and authorises the Bank and its officers to disclose the Customer's financial condition, details of the Customer's accounts, account relationship with the Bank including credit balances to Bank Negara Malaysia, Central Credit Bureau, Dishonoured Cheques Information System (DCHEQS), Central Credit Reference Information System (CCRIS), any other bureau or company set up for the purposes of collecting and providing credit or other information, the Police, any other governmental or regulatory authority/body in Malaysia or elsewhere, Cagamas Berhad, Credit Guarantee Corporation (Malaysia) Berhad (CGC), Syarikat Jaminan Pembiayaan Perniagaan Berhad (SJPP), any guarantor(s), any person who has given or is giving security for the Customer's liabilities under any Account, party(ies) proposing or intending to make or tender payment towards the Customer's liabilities to the Bank, companies which are related to the Bank by virtue of Section 6 of the Companies Act 1965 or any associated company of the Bank or of its parent company (the Bank together with the aforesaid related/associated companies are collectively referred as "OCBC Group"), party(ies) providing or intending to provide goods and/or services to any member of the OCBC Group, agents, sub-agents, correspondent banks, local banks, nominees, lawyers, custodians, debt collection agents of any company under the OCBC Group, the Bank's or any of the OCBC Group's assignees or potential assignee, acquirer or potential acquirer and their respective successors-in-title at any time and without notice or liability to such extent and for such purposes as the Bank may in its absolute discretion deem necessary or expedient. The Customer irrevocably consents to and authorises the Bank and its officers to conduct credit checks and disclose its account relationship with the Bank to any parties as the Bank may in its absolute discretion deem fit for purposes of verifying any information, its application for the Account, the Services and any trade transactions.
- 11.2 The Bank shall be entitled, whenever permitted by law, and the Customer hereby irrevocably and unconditionally consents and authorises the Bank, to use or apply, without the need to give the Customer any notification, any information relating to the Customer

which was collected, gathered, received, captured, compiled, secured and/or obtained by the Bank through or by whatever means and methods, including without limitation, e-mail addresses, names, mobile phone numbers and the like, for such purposes as determined by the Bank at its sole discretion from time to time.

- 11.3 The Bank shall not be liable to the Customer for any claim, loss, damage (including direct or indirect damages or loss of profits or savings) or liability howsoever arising whether in contract, tort, or any other basis arising from or in relation to any disclosure of information by the Bank, or the information being incorrect, erroneous or misstated.

**12. FEES, INTEREST AND OTHER CHARGES**

- 12.1 The Bank may charge fees to the Customer from time to time for the provision of the Services in accordance with any fee schedule, letter or proposal agreed by the Customer and the Bank from time to time. The Customer shall pay to the Bank all fees (including any inland exchange commission), interest and other amounts due to or incurred by the Bank in respect of the Services free from deductions and exclusive of any tax from time to time in force, which will be the responsibility of the Customer.

- 12.2 Subject to **Clause 12.1**, the Customer shall pay to the Bank any charges, commissions or fees that the Bank may impose or vary at any time at its absolute discretion with prior notice to the Customer, any out-of-pockets expenses, costs or other expenses (including legal costs as between solicitor and client on a full-indemnity basis) incurred by the Bank, and all applicable value added, customs and excise and goods and services taxes and any other taxes, levies or charges whatsoever now or hereafter imposed by law or required to be paid under or related to any transactions, services, products, instructions, or enforcement by the Bank of its rights under these Terms and Conditions. The Customer hereby authorises the Bank to deduct from the Customer's Account(s) at any time and from time to time at its sole discretion and with prior notice to the Customer, all or any of the aforementioned payments.

**12A. Liability**

The Customer shall indemnify the Bank, its employees, directors, suppliers and agents fully and completely against all claims, demands, actions, proceedings, losses and expenses (including legal costs as between solicitors and own clients on a full-reimbursement basis) and all other liabilities of whatsoever nature or description which may be made taken or incurred or suffered by the Bank in connection with the provision of the Services or in any manner arising out of these Terms and Conditions. The liabilities of the Customer shall be continuing liability and remain in full force and effect until the liability, if any, of the Bank is fully discharged.

**13. TERMINATION**

- 13.1 Either party may terminate any or all of the Services upon 30 days' (or such other period as may be stipulated by the Bank) prior written notice to the other. Either party may terminate forthwith any or all of the Services by notice in writing, in the event:-
- (a) the other party ceases to do its business;
  - (b) the other Party convenes a meeting of its creditors or suffers a meeting to be convened or other action to be taken with a view to its liquidation or dissolution except in relation to the Bank, for the purposes of and followed by amalgamation or reconstruction;
  - (c) proceedings are commenced for the appointment of a receiver or receiver and manager or judicial manager over the other party or over any of its assets;
  - (d) any distress or execution is levied on the goods or assets of the other party and such distress or execution is not discharged within 21 days thereafter or the other party makes or seeks to make any composition or arrangements with its creditors;

- (e) there is a material breach of any of the provisions, warranties or representations herein contained by the other party, such as refusal or neglect to make any payment due and payable under these Terms and Conditions, and it fails or neglect to remedy such breach within 14 days of the written notice by the terminating party;
- (f) termination is necessitated by any laws, regulations, rules, guidelines, rulings and directives of any governmental or regulatory or competent authority (whether or not having the force of law); and
- (g) the other party becomes, or is declared or deemed to be insolvent or dies.

Subject to the foregoing, nothing herein obliges the Bank to make available or continue to make available, and the Bank may discontinue or cease to make available any Services at any time. The Bank may cancel any extension of credit made available in connection with the Services at any time upon giving notice.

- 13.2 Upon termination in whole or part of a Service, the Customer shall return to the Bank all related Confidential Information, Software, Materials and Equipment, within 5 Business Days and all rights granted under these Terms and Conditions for the terminated Service or portion thereof will immediately revert to the Bank. The Bank may (as appropriate) take immediate possession of the Confidential Information, Software, Materials and/or Equipment supplied by the Bank and all copies thereof, provided that the Bank has first requested its return and has given 5 Business Days' written notice of its intention to take possession. All restrictive provisions of these Terms and Conditions, which by their nature should survive, such as warranty, disclaimers, limitations of liability, confidentiality, governing law will survive termination of the relevant Services.

#### **14. MISCELLANEOUS**

- 14.1 The Bank reserves the right to modify, amend, supplement and/or supersede, from time to time, these Terms and Conditions, any of the Services, Materials, and Procedures, by giving notice through any modes or methods as the Bank deems suitable including by mail, notification in the mass media or in the Bank's branches, electronic communication, or posting at the Bank's website. Such changes shall apply on the effective date specified by the Bank, and shall be deemed accepted without reservation by non-termination of the relevant Services by the Customer.
- 14.2 If any provision which is determined to be illegal, invalid, prohibited or unenforceable in any respect under the law, the same shall be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability without invalidating in any manner whatsoever the remaining provisions in these Terms and Conditions.
- 14.3 The Bank's acceptance of any of the Customer's instructions or any waiver by the Bank of any of its rights or any indulgence granted to the Customer shall not operate to prevent the Bank from enforcing any of its rights under these Terms and Conditions or be treated as consent to the modification of any part thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof for the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- 14.4 Either the Customer or the Bank may produce telephonic or electronic recordings or computer records as evidence in any proceedings brought in connection with these Terms and Conditions and the Customer hereby agrees to the Bank's telephonic or electronic monitoring or recording for security and quality of service purposes.
- 14.5 At the discretion of the Bank, the Bank may give any communication or notice to the Customer through any modes or methods as the Bank deems suitable including without limitation by post, notification in the mass media, by posting the notice in the Bank's branches, by inserting the notice into the periodic statement of account, by electronic transmission (including via facsimile, mobile phones, other devices or the internet) or by posting at the Bank's website or at the ATM or other terminals under the control of the Bank.

- 14.6 Such notices or communication from the Bank:-
- (a) if sent by post or despatch or courier shall be deemed to have been served on the Customer if addressed to the Customer at his address registered with the Bank and service shall be deemed to have been made:-
    - (i) within 3 days after posting if sent within Malaysia and within 5 days from posting if sent out of Malaysia; or
    - (ii) on the same day that it is left at the address of the Customer registered with the Bank in the case of despatch or courier; or
  - (b) if sent by electronic communication (including via facsimile, mobile phones, other devices or through the internet), shall be deemed to have been served on the Customer by sending or transmitting to such facsimile, mobile phone/device number, internet or other address or access of the Customer registered with the Bank and service is deemed to have been made immediately upon transmission; or
  - (c) if posted in the branch, at the Bank's website or in the mass media, such notice shall be deemed to have been made on the date stipulated in the notice and if no date is stated on the date of posting or publication.
- 14.7
- (a) These Terms and Conditions are supplemental to the Bank's Main Terms and Conditions governing Accounts and Services. In the event of any inconsistency between these Terms and Conditions and the Main Terms and Conditions governing Accounts and Services, these Terms and Conditions shall prevail in respect of the Services provided under these Terms and Conditions. These Terms and Conditions supercede all prior terms and conditions governing the Services set out herein, unless specified otherwise by the Bank.
  - (b) These Terms and Conditions shall apply in addition to and shall not prejudice any agreements between the Customer and the Bank or terms and conditions in respect of any services or facilities not provided for under these Terms and Conditions. In the event of any inconsistency between those terms and conditions and these Terms and Conditions, these Terms and Conditions (as may be amended modified and supplemented from time to time) shall prevail.
  - (c) The continued operation or non-closure/termination of the Services by the Customer after the effective date of such change of these Terms and Conditions shall be deemed to constitute acceptance of such changes without reservation by the Customer. The Customer cannot vary or amend these Terms and Conditions in any form or manner even if the Bank has notice of such variation or amendment.
  - (d) These Terms and Conditions are printed in English and any other language determined by the Bank. If there is any conflict in the interpretation of these Terms and Conditions and any translation of these Terms and Conditions in any language, the English version of these Terms and Conditions shall prevail. These Terms and Conditions may be available on request from any branch of the Bank or from the Bank's website or through any delivery channel as the Bank may determine from time to time.
- 14.8
- (a) These Terms and Conditions shall be binding upon the heirs, personal representatives and successors-in-title of the Customer and the successors-in-title and assigns of the Bank. The Customer shall not be entitled to assign or transfer any of its rights, interest or obligations under this agreement.
  - (b) Reconstruction of the Bank : The obligations and liabilities of the Customer shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the constitution of the Bank or by any company by which the business of the Bank may for the time being be carried on and shall be available to the company carrying on the business for the time being.

14.9 These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia but in enforcing these Terms and Conditions, the Bank shall at its liberty to initiate and take action or proceedings or otherwise against the Customer in Malaysia and/or elsewhere as the Bank may at its sole and absolute discretion deem fit and the parties agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia.

**15. BUSINESS DAYS & HOURS**

15.1 The Business Days, hours of the Bank and the availability of the Services may be extended, varied or otherwise revised in accordance with the Bank's business and operational requirements without notification to any person.

15.2 Reliability of Information – Information including but not limited to interest rates, exchange rates, and product information quoted in Bank's website or provided by the Services is for indication purposes only. The actual rate or price that shall apply for a particular transaction can only be determined at the time the transaction is entered into.

**(B) SPECIFIC TERMS AND CONDITIONS**

1. *Velocity@ocbc*

1.1 *Velocity@ocbc* facilitates the transmission of information, instructions, payment orders, messages and other communications (each a "Communication") and access to communications, processing or transaction system operated or provided by the Bank, in such form wherever situated and, where applicable, licenses the Customer to access data via the internet and/or use of any software provided by the Bank.

1.2 The Bank will supply to the Customer for any service agreed (a "Service"), from time to time, user guides, manuals, data, processes and other documentation (the "Materials") and any other relevant service agreement. In the event of any conflict between any such service agreement and this Terms and Conditions, such service agreement shall prevail in respect of the relevant Service. Materials may be modified by the Bank from time to time and the Bank shall inform the Customer of any modification.

1.3 The Customer agrees to the procedures and practices, including the use of verification codes, encryption, passwords, digital signatures and certificates, and other security devices, systems and software (the "Procedures"), designed to verify the origination of Communications sent by the Customer and the Bank. The Customer acknowledges the risk associated with transmitting communications and will comply with the Procedures in connection with each communication.

1.4 If the Customer complies with the Procedures in respect of a Communication, the Bank shall be entitled to act on that Communication and shall not be obliged to verify the content of such Communication, to establish the identity of the person giving it or to await any written confirmation of the Communication to be given by the Customer. In addition, provided Customer complies with the Procedures, the Bank shall not be liable for acting on, and the Customer agrees to be bound by, any Communication sent in the name of the Customer. The Bank may act on a Communication by reference to the account number only, even if the name on the account is also provided.

- 1.5 The Bank is not obliged to act on a Communication which is not transmitted in accordance with the Procedures. The Bank may act on an incomplete Communication where, in the Bank's reasonable opinion, it contains sufficient information. The Bank has no duty to discover, and shall not be liable for, errors or omissions made by the Customer or the duplication of any Communication by the Customer.
- 1.6 The Bank may refuse to execute any Communication where the Bank reasonably doubts its contents, authorisation, origination or its compliance with the Procedures. The Bank shall provide prompt notice, which may be by telephone, to the Customer of any such rejected Communication.
- 1.7 If the Customer informs the Bank that it wishes to recall, cancel or amend a Communication after it has been received by the Bank, the Bank may use its reasonable efforts to assist the Customer to do so, but shall not be liable for any loss, cost or expense suffered by the Customer if the Bank does not or is unable to amend, cancel or recall that Communication. The Customer hereby agrees to indemnify the Bank against any loss, liability, claim or expense (including legal fees) it may incur in connection with assisting the Customer to recall, cancel or amend a Communication.
2. Easi-ProCheck
- 2.1 Under *Easi-ProCheck*, the Bank will supply the Customer with cheques each of which is pre-printed on separate and loose A4-sized sheets (or such other sizes as the Bank may from time to time deems fit) instead of in bound-book, and a cheque writing software to process and print the details of the cheque onto the pre-printed cheque. In conjunction with the provision of the *Easi-ProCheck* services the Customer will be granted a personal, non-exclusive and non-transferable licence to use the cheque writing software to process and print its payment instructions onto the pre-printed cheque.
- 2.2 All cheques requested by the Customer will be supplied by the Bank in loose sheets and not in bound-book. If the Customer requires cheques in bound-book, then the Customer shall open a separate chequeing account which will not be linked to the *Easi-ProCheck*. *Easi-ProCheck* shall not be applicable for any cheques from bound-book.
- 2.3 Notwithstanding any other provisions in these Terms and Conditions, the *Easi-ProCheck* services is deemed terminated on the termination of the chequeing account to which *Easi-ProCheck* is linked. Any charges, commissions, fees, expenses, taxes, duties and other monies paid to the Bank under these Terms and Conditions shall not be refundable on the termination of the *Easi-ProCheck* services.
3. EASI-DIRECTDEBIT
- 3.1 Easi-DirectDebit is payment collection services provided by the Bank using the system managed by FPX Gateway Sdn Bhd. Easi-DirectDebit is only available for a Customer whose registration for FPX services is valid and subsisting and has not been terminated.
- 3.2 The Customer hereby authorises the Bank to collect payment from the account of any person ("Payer") in accordance with the instructions given by the Customer and to credit the Customer's account through Easi-DirectDebit. All crediting shall, unless the Bank deems fit otherwise, only be made into the Customer's account on a Business Day.
- 3.3 Any instructions from the Customer to collect payments through Easi-DirectDebit:-
- (a) shall be accompanied by CD or Diskette containing such information ("Information") including without limitation those relating to the Payers (such as, name, account number, financial institution at which the account is maintained, amount to be collected therefrom). In these Terms and Conditions, references to "instruction" shall, unless otherwise expressly stated or required by the context, include "Information";
  - (b) the collection payments must be credited into the Customer's Ringgit account(s) maintained with the Bank;

- (c) is subject to the account being satisfactorily conducted;
  - (d) shall be in the manner and form as may be prescribed by the Bank from time to time and subscribed by the Customer and shall include such information required by the Bank; and
  - (e) must be received at least 1 clear Business Day before the day on which payment is to be made or such other designated cut-off times stipulated by the Bank from time to time. Where instructions are received after the designated cut-off times, the instructions will be processed on the next Business Day or such other day as the Bank may determine at its absolute discretion.
- 3.4 The Customer shall be solely responsible for the truth, completeness and accuracy of the Customer's the Information, and that the Payers' accounts are capable of making payment and/or allow collection of funds via the Easi-DirectDebit system. Any reversal or refund shall be solely handled by the Customer outside the Easi-DirectDebit system. The Customer shall ensure that the Information is in the proper format capable of being uploaded by the Bank directly from the CD or Diskette (as the case may be) unto the Easi-DirectDebit system. The Customer shall further ensure that the CD or Diskette does not contain any data or instruction that is defective or of inadequate quality or faulty or damaged or infested or attacked by virus. The Bank 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.
- 3.5 Other than forwarding to the Customer in CD or Diskette the results of the collection process generated by the Easi-DirectDebit system, the Bank is not obliged to inform the Customer of any debits and/or credits so effected and/or the rejection of any of the Customer's instructions.
4. Easi-GIRO
- 4.1 The Easi-GIRO service forms part of the Bank's Interbank GIRO service effected through the Interbank GIRO system which allows Customers maintaining accounts with participating financial institutions to make interbank payments or collect payments to and from accounts maintained with the participating financial institutions where permitted.
- 4.2 Where the Customer authorises the Bank to make payment to the account of any person in accordance with the instruction given by the Customer and to debit the Customer's account through this service, the Bank shall be entitled to process such instructions. The Customer will ensure that the beneficiary's account is capable of receiving payment and/or collection of funds via the Interbank GIRO system.
- 4.3 Any instructions from the Customer to make payments through this Service:-
- (a) shall be accompanied by compact disk(s) ("CD") or computer diskette ("Diskette") 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 the Bank which shall have sufficient funds;
  - (c) is subject to the maximum of RM100,000.00 per transaction or such other limits prescribed by the Bank 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 has sufficient funds to make full payment to all Beneficiaries under any instructions. The Bank 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 manner and form as may be prescribed by the Bank from time to time and subscribed by the Customer and shall include such information required by the Bank; and
- (e) must be received at least one (1) clear Business Day before the day on which payment is to be made or such other designated cut-off times stipulated by the Bank from time to time. Where instructions are received after the designated cut-off times, the instructions will be processed on the next Business Day or such other day as the Bank may determine at its absolute discretion.

The processing of instructions will also be subject to the terms and conditions and/or the approval of the participating financial institution with which the beneficiary's account is maintained with.

- 4.4 The Bank shall not be obliged to inform the Customer of:-
- (a) any debits and/or credits so effected;
  - (b) the rejection (if any) of any instructions or the results of the remittance of funds from the customer's accounts to the beneficiary(ies)' accounts.
- The Customer may obtain such information from their statement of account(s).

5. 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. Any reversal or refund shall be solely handled by the Customer outside the Interbank Giro System and shall not concern the Bank. The Customer shall ensure that the Information is in the proper format capable of being uploaded by the Bank directly from the CD or diskette (as the case may be) unto the Interbank Giro System. The Customer shall further ensure that the CD or diskette does not contain any data or instruction that is defective or of inadequate quality or faulty or damaged or infested or attacked by virus. The Bank 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.
6. As the Interbank Giro System is developed, operated and managed by the Malaysian Electronic Payment System (1997) Sdn Bhd and the Bank's role is limited to only that of an intermediary which uploads the Information (on an "as is" basis) received from the Customer unto the Interbank Giro System, and to make payments through the Interbank Giro System, the Bank 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 the Bank 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 Service. Without prejudice to any provisions of these Terms and Conditions, the Bank 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.
7. Without prejudice to any provisions of these Terms and Conditions, the Customer hereby acknowledges and agrees that the Service shall be subject to the rules, regulations, practices, manuals and guidelines from time to time in force of the Interbank Giro System. Without limiting the generality of the foregoing, where the Customer is the recipient of funds from any person ("Payer") via the Interbank Giro System, the Bank shall have the right to refund to the paying bank/Payer and for that purpose debit any of the Customer's account(s) with the Bank, all or any part of the amount received into the Customer's account with the Bank:-
- a) at the paying bank's request and without notice to the Customer, if such request were received by the Bank on the transaction day before the Interbank Giro System's cut-off time ("Cut-off Time"); or

- b) at the paying bank's request and with notice to the Customer, if such request were received by the Bank after the Cut-off Time but within 7 days from the transaction date ("Cut-off Date") (for purpose of computing the 7 days, the transaction date is excluded); or
- c) at the paying bank's request and with the Customer's written consent:-
  - (i) if the request is made after the Cut-off Date; or
  - (ii) if the request is due to the Payer's error in making the payment and the request is made after the Cut-off Time.

The Customer acknowledges and agrees that Clauses 7(a) to 7(c) are subject to changes to the rules, regulations, practices, manuals and guidelines from time to time of the Interbank Giro System. The Customer further acknowledges and agrees that the Bank is not obliged to enquire as to the nature and circumstances of the reason for a request to refund and may rely and act on the reason or information given by the paying bank. In addition, for Clause 7(b), the Bank is authorised to refund and for that purpose debit sum(s) from the Customer's account so long as the paying bank does not disclose that the reason for refund is due to the Payer's error.