

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

In consideration of OCBC Bank (Malaysia) Berhad [Company No.295400-W] or OCBC Al-Amin Bank Berhad [Company No. 818444-T] (collectively known as “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 open 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 “Confidential Information” means any information and data provided to or obtained by the Customer in connection with any Services, Software, Materials, Equipment, Intellectual Property Rights under these Terms and Conditions.
- 1.6 “Equipment” means any device or equipment supplied by the Bank for any Services.
- 1.7 “Information” means Customer’s personal or corporate data, account and transaction details and relationship with the Bank and may, where the context permits, include information of third parties such as a payer making payment to a Customer or a beneficiary to whom the Customer makes payment, the payer’s or beneficiary’s bank or other intermediary banks.
- 1.8 “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.
- 1.9 “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.
- 1.10 "Services" means the cash management services made available by the Bank under these Terms and Conditions, including, Velocity@ocbc, Cheque-Printing Software, Direct Debit, FPX, GIRO, Bulk Cheque Service 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.
- 1.11 "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;
- 1.12 "SWIFT" means Society for Worldwide Interbank Financial Telecommunication;
- 1.13 "Third Party Participants" means any third parties participating in the communications, processing or transaction system, including without limitation Malaysian Electronic Clearing Corporation Sdn Bhd (MyClear), Malaysian Electronic Payment System Sdn Bhd (MEPS), SWIFT.
- 1.14 "Materials" means user guides, manuals, data, processes and other documentation provided by the Bank in relation to any Services or Software.
- 1.15 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 refuse to 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 21 days' 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 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.
- 3.6 The Customer shall verify all entries in statements or records issued by the Bank and notify the Bank in the manner provided in Clause 14.7 below of any errors or discrepancies in the statement or record within 14 days (or such other period as may be determined by the Bank) from date of the statement or record. If the Bank does not receive any notification within the stipulated time, the entries in the statement or record shall be deemed to be correct, binding, final and conclusive.
- 3.7 All notices received by the Bank will be investigated in accordance with Clause 16 below. Upon conclusion of the investigation, the Bank 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.

3A. SECURITY

- 3A.1 The Customer shall not at any time disclose the Customer's verification codes, encryption, passwords, digital signatures or certificates to any person (including any employee of the Bank) or permit the Equipment, Materials or Software to come into the possession or control of any other person.
- 3A.2 The verification codes, encryption, passwords, digital signatures, certificates, Equipment, Materials and Software shall only be used by the Customer duly registered with and accepted by the Bank to use or access the Services.
- 3A.3 The Customer shall notify the Bank immediately upon receipt of any data and/or information through the Services which is not intended for the Customer. The Customer shall immediately destroy and delete all such data and/or information.
- 3A.4 The Customer shall exercise reasonable care to prevent the disclosure or unauthorised use of the verification codes, encryption, passwords, digital signatures, certificates, Equipment, Materials and Software. The Bank 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 verification codes, encryption, passwords, digital signatures, certificates, Equipment, Materials or Software and issue instructions for any Services or in any other way obtain payment of any monies belonging to the Customer.
- 3A.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 verification codes, encryption, passwords, digital signatures, certificates, Equipment, Materials or Software have been misused and/or compromised by the disclosure, discovery or theft by any other party, the Customer shall immediately inform the Bank in the manner provided in Clause 14.7 below. The Customer shall be liable for any loss or damage arising from any instructions

relating to Services being performed or processed unless the Customer has immediately notified the Bank in the manner provided in Clause 14.7 below as soon as the Customer becomes aware of or has any reason to believe that the Customer's verification codes, encryption, passwords, digital signatures, certificates, Equipment, Materials or Software have been misused and/or compromised.

- 3A.6 The Customer acknowledges and agrees that the Bank may, at its sole right and discretion, suspend the Customer's access to any Services until supply of replacement verification codes, encryption, passwords, digital signatures, certificates, Equipment, Materials and/or Software, whichever applicable, or otherwise until such time as may be specified by the Bank at its sole discretion.
- 3A.7 In the event that the Customer's verification codes, encryption, passwords, digital signatures, certificates, Equipment, Materials or Software are exposed due to any unauthorised or other hardware device(s) attached or loaded and/or software program(s) loaded or installed to/in any device or equipment which is used to access the Services, the Bank 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 the Bank's responsibility to prove that any unauthorised or other instructions, transactions and/or Services is due to the above security breach.

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 supplied by the Bank in

the manner specified in the Materials and Procedures and in connection with the relevant Service(s). All Equipment shall be supplied at the Customer's expense.

- 5.2 The Customer may only use and gain access to the Services through internet service providers (ISPs) duly licensed under the Communications and Multimedia Act 1998 as amended from time to time, and such access through the respective ISPs is subject to and governed by the relevant laws and regulations of Malaysia and where applicable the terms and conditions between the Customer with the ISPs.
- 5.3 The Customer shall be responsible to keep up-to-date with the latest information, including security tips posted on the Bank's website, 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 Services. Information on the risks and safety or preventive measures for the guidance of the Customer can be obtained by accessing the Bank's website. The Bank may also post through any other channels deemed appropriate, information on the risks and safety or preventive measures for the guidance of the Customer and the Customer shall take such steps necessary for the safe and secure use of the Services.
- 5.4 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 Services shall be borne exclusively by the Customer and the Bank shall not be liable therefor, notwithstanding any action taken by the Bank, including termination of any of the Services.

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 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 throughout the duration that 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);
- 9.2 The Customer additionally warrants and represents to the Bank, at the date the application for the Services is accepted by the Bank and throughout the duration that the Services are used or provided, that:
- (a) the Services shall not be used as channels for money laundering and terrorism financing and the Customer shall immediately notify the Bank if the Customer suspects that the funds credited into the Account are from unlawful activities;
 - (b) it shall at all times comply with the Foreign Exchange Administration Rules including all Notices on Exchange Administration Rules Malaysia issued pursuant to the Financial Services Act 2013, the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, tax laws and all other regulations made pursuant thereto. The Customer shall be liable for any

infringement of such laws and regulations, including any amendments, extension, re-enactment or consolidation thereto;

- (c) its trade transactions, exports, transshipment or transit of goods (including technology) and related documents in the performance of the Contracts do not infringe the Strategic Trade Act 2010, as amended or supplemented from time to time and the regulations/orders issued thereunder (“STA”) and all necessary permits, licences, registrations, and approvals required under the STA for these transactions have been or shall be obtained and are in full force and effect and shall be produced to the Bank on request; and
- (d) 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 (if any) restricting disclosure, the Information will be disclosed to persons or bodies to whom the Bank 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.

11.2 Without limiting Clause 11.1, the Customer expressly consents to the disclosure of the Information to the parties and for the purposes set out in the table below:

	Parties to whom Information can be disclosed	Purposes/Circumstances for disclosure of Information
(a)	The Bank’s data processors and service providers, both within and outside Malaysia;	For the performance of services for the Bank
(b)	The Bank’s related corporations and associated companies, both in or outside Malaysia, their assignees and successors-in-title;	For cross selling, service improvement and market research.
(c)	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
(d)	Third parties who intend to settle the Customer’s indebtedness;	For settlement of the Customer’s indebtedness
(e)	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
(f)	Third Party Participants with or through whom any Services are 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 Services

(g)	Lawyers, specialists in fraud, information technology and other professionals/consultants/specialists who render professional or specialist services to the Bank 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 the Bank
(h)	The Customer's authorised agents, executor, administrator or legal representative; and	For management of the Customer's affairs
(i)	The Bank's assignees or acquirers, potential assignees or acquirers and successors-in-title.	For reorganization including disposal of the whole or any part of the Bank's business.

11.3 The Customer irrevocably consents and authorizes the Bank to conduct credit checks and verify information given by the Customer with any party (including without limitation with any credit bureau, organization or corporation set up for the purposes of collecting and providing credit or other information). The Customer irrevocably grants consent to the relevant credit reporting agency(ies) (as defined under the Credit Reporting Agencies Act, 2010) ("CRAs") with whom the Bank conducts credit checks to disclose the Customer's credit report/information to the Bank for the purpose of applying for the Services and for the Bank's risk management and review. The Bank is hereby authorised but is under no obligation to convey the Customer's consent and the purpose of such disclosure to the relevant credit reporting agency(ies).

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

11.5 The Customer, if an individual, acknowledges having read the Bank's Privacy Policy posted at the Bank's website which notified him that (i) the Bank may collect his personal data directly from him or from third party sources; (ii) purposes for which his personal data is collected; (iii) his right with regards to his personal data; (iv) the class of third parties to whom the Bank may disclose his personal data; (v) that he may update his personal data as soon as there are changes; and (vi) the Bank's contact details if he wishes to make inquiries or give feedback.

11.6 The Bank shall not be liable to the Customer or its directors, relevant managers, officers, office bearers, partners and shareholders 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 21 days' 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 bear and pay to the Bank on demand 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 no less than 21 days' advance 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 Urgent notices from the Customer to the Bank to report on loss or compromise of the Customer's verification codes, encryption, passwords, digital signatures, certificates, Equipment, Materials or Software, or to report on any error or discrepancy in any statement or record may be made by :
- (a) calling the Bank's Contact Centre at such telephone number as may be published on the Bank's website from time to time; or
 - (b) accessing the "Contact Us" icon on the Bank's website; or
 - (c) written notice delivered to, or personal attendance to make report at, any of the Bank's branches; or
 - (d) such other means as may be notified by the Bank from time to time.
- 14.8 All other notices from Customer to the Bank shall be in writing, signed by the Customer and sent to the Bank at the following address or in such other manner as the Bank may notify the Customer from time to time :
- Cash Management Department,
Global Transaction Banking Division
OCBC Bank (Malaysia) Berhad,
Level 7, Wisma Lee Rubber, 1 Jalan Melaka,
50100 Kuala Lumpur.
- 14.9 (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 in respect of the Services provided under these Terms and Conditions.

- (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.
- 14.10 (a) These Terms and Conditions shall be binding upon the 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.
- 14.11 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 may at its liberty 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. The service of any legal process including but not limited to writ of summons in respect of any action or proceedings may be effected on the Customer by forwarding a copy of the legal process including but not limited to the writ of summons and statement of claim by prepaid registered post to the Customer's registered address if the Customer is a corporation or to the Customer's last known address maintained with the Bank, and service shall be deemed to have been made 3 days after posting.

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.

16. DISPUTES AND ENQUIRIES

- 16.1 Notice of any dispute and enquiry shall be served in the manner specified in Clause 14.7 above.
- 16.2 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.

- 16.3 All disputes will be investigated by the Bank and if found to be false, will be rejected. If payment had been made on the dispute, the payment must be refunded to the Bank 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.

(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 Equipment and/or 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.

- 1.8 Where the Customer subscribes to any Service which authorizes the transmission of Communication (including, but not limited to, SWIFT messages) from any third party institution to be received by the Bank and such Communication is made accessible through *Velocity@ocbc*, the Customer :
- (a) authorizes the Bank to receive such Communication from the third party institution;
 - (b) warrants and represents that :
 - (i) the receipt by the Bank of such Communication and the access thereto via *Velocity@ocbc* will not amount to a breach of confidentiality or banking secrecy; and
 - (ii) the Customer is legally entitled to receive such Communication;
 - (c) acknowledges and agrees that the Bank shall not be responsible in anyway whatsoever for :
 - (i) the correctness, accuracy and integrity of such Communication; and
 - (ii) any failure or delay (whichever applicable) in the receipt of such Communication for any reason whatsoever; and
 - (d) agrees and undertakes to fully indemnify and keep the Bank fully indemnified from and against all liability, claim, loss, damage, cost, expense, whatsoever and howsoever arising from the transmission to and receipt by the Bank of such Communication.

2. *Cheque-Printing Software*

- 2.1 Under *Cheque-Printing Software*, 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 *Cheque-Printing Software* 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 *Cheque-Printing Software*. *Cheque-Printing Software* shall not be applicable for any cheques from bound-book.
- 2.3 Notwithstanding any other provisions in these Terms and Conditions, the *Cheque-Printing Software* services is deemed terminated on the termination of the chequeing account to which *Cheque-Printing Software* 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 *Cheque-Printing Software* services.

- 2.4 The Customer shall keep the *Cheque-Printing Software*, pre-printed and printed and other cheques safe and secure and prevent unauthorized access or use of the same.
3. *Direct Debit*
- 3.1 Direct Debit ("DD") is payment collection services provided by the Bank using the system ("DD System") managed by Malaysian Electronic Clearing Corporation Sdn Bhd (MyClear) (or its successor(s)-in-title). Direct Debit is only available for a Customer whose registration for Direct Debit services is valid and subsisting and has not been terminated.
- 3.2 The Customer 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 Direct Debit. 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 Direct Debit:
- (a) shall be accompanied by CD or Diskette containing such 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 the Information stated in this clause;
 - (b) the collection payments must be credited into the Account;
 - (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 Information, and that the Payers' accounts are capable of making payment and/or allow collection of funds via the Direct Debit System. Any reversal or refund shall be solely handled by the Customer outside the Direct Debit System. The Customer shall ensure that the Information for purposes of Direct Debit service 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 Direct Debit 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 DD 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. *FPX*

4.1 FPX is a payment service provided by the Bank using the FPX System. FPX is only available for a Customer whose registration for FPX services is valid and subsisting and has not been terminated.

4.2 Under FPX, the instruction to credit payments into the Customer's designated Account is received from third party payers. The Customer authorises the Bank to receive payments for credit into the Customer's designated Account in accordance with the instruction messages received by the Customer from or via the FPX System.

4.3 The Customer acknowledges and agrees that :

(a) the Bank's role is limited to only that of an intermediary for the receipt of payments from the Customer's buyers ("Payers") into the Customer's designated Account via the FPX System; and

(b) 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 Services. 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 Payers' bank) and in relation thereto, shall not be liable to the Customer or any person for any reason whatsoever; and

(c) the Services shall be subject to the rules, regulations, practices, manuals and guidelines from time to time in force of the FPX System, including any revisions or amendments to the same at any time and from time to time.

5. *GIRO*

5.1 The GIRO service forms part of the Bank's Interbank GIRO service effected through the 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.

5.2 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 or collector's account is capable of receiving payment and/or collection of funds via the GIRO System.

5.3 Any instructions from the Customer to make payments through this Service:-

(a) shall be accompanied by CD or Diskette or thumb drive containing such 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 RM1,000,000.00 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 or collector's account is maintained with.

5.4 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 beneficiaries' accounts or collector(s) accounts.

The Customer may obtain such information from their statement of account(s).

5.5 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 or collector's accounts are capable of receiving payment and/or collection of funds via the GIRO System. Any reversal or refund shall be solely handled by the Customer outside the 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 or thumb drive (as the case may be) into the GIRO System. The Customer shall further ensure that the CD or Diskette or thumb drive 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.

5.6 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 into the GIRO System, and to make payments through the 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.

- 5.7 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 GIRO System. Without limiting the generality of the foregoing, where the Customer is the recipient of funds from any person ("Payer") via the 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 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);
 - (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 5.7(a) to 5.7(c) are subject to changes to the rules, regulations, practices, manuals and guidelines from time to time of the 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 5(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.

6. *Bulk Cheque Service*

- 6.1 The Bank may at its absolute discretion provide Bulk Cheque Service to eligible Customers, where the Bank will collate information and generate reports pertaining to Cheques received by the Bank and issued in favour of the Customer. All terms and conditions contained in the Bulk Cheque Service application form shall, upon approval and acceptance of such application by the Bank at its sole and absolute discretion, be binding on the Customer in addition to these Terms and Conditions.
- 6.2 The Bank will process all Cheques in accordance with the Bank's prevailing operating practices, procedures and policies. The Customer acknowledges and agrees that :
- (a) the Cheques are delivered to be processed by designated branches of the Bank;

- (b) upon receipt of the Cheques, the designated branch of the Bank will send the Cheques for clearing on the same Business Day provided that such Cheques are received prior to the clearing cut-off time as prescribed by the banking industry practice in Malaysia and/or the guidelines issued by Bank Negara from time to time and/or any other time as may be notified by the Bank in writing to the Client (“Clearing Cut-Off Time”); and
 - (c) Cheques received after the Clearing Cut-Off Time will be processed and sent for clearing on the next Business Day.
- 6.3 The Bank will credit the Customer’s Account in the manner prescribed by the banking industry practice in Malaysia and/or the guidelines issued by Bank Negara from time to time upon normal clearing of the Cheques processed.
- 6.4 The Bank will forward the Returned Items, if any, to the Customer within such time and in such manner as may be specified in the Bulk Cheque Service application form. Notwithstanding, the Bank is entitled at any time and from time to time to vary by notice in writing to the Customer the time and manner of delivery of the Returned Items.
- 6.5 The Bank will prepare and generate the following reports to the Customer :
 - (a) the Transaction Report which excludes all Returned Items (if any); and
 - (b) where relevant, the Returned Items Report(s) which will be forwarded to the Customer together with the Returned Items.

Each of the Reports mentioned in this Clause may be prepared and generated at such frequency (whether daily or weekly or other intervals), within such time, in such format containing such information and delivered by such mode, etc. as may be mutually agreed upon between the parties from time to time.