

FOR NON-PREMIER BANKING CLIENTS ONLY

TERMS & CONDITIONS GOVERNING LIMITED PHONE INSTRUCTION SERVICES

1. The Phone and Electronic Mail (“email”) Instruction Services (“Services”) are made available by OCBC Bank (Malaysia) Berhad and OCBC Al-Amin Bank Berhad (singly and collectively, whenever the context allows, “Bank”) to eligible customers who
 - (a) maintain one or more active deposit account(s) with the Bank, a “deposit account” means a current account or current account-i, savings account or savings account-i, foreign currency call account or foreign currency call account-i; and
 - (b) have registered to subscribe for the Services subject to these terms and conditions (each an “Eligible Customer”).

2. When registering for the Services, the Eligible Customer must also register or has previously registered with the Bank, a telephone number (for avoidance of doubt, all references to a “telephone” or “phone” shall include a “mobile phone” whenever the context allows) (“registered phone number”) and/or email address (“registered email address”) through which the Services may be used. The Eligible Customer represents, warrants and covenants to the Bank that:
 - (a) The registered phone number and the registered email address are true, correct, valid and updated and the Eligible Customer is fully authorized to use the registered phone number and registered email address for the purposes set out in and subject to these terms and conditions.
 - (b) The Eligible Customer will immediately notify the Bank of any changes to the registered phone number and/or the registered email address and allow the Bank up to 7 Business Days (a “Business Day” is a day on which the Bank’s Kuala Lumpur Main Branch is open for banking business) to give effect to such changes. The Eligible Customer agrees that the Bank shall be entitled to act based on the last known registered phone number and registered email address in the Bank’s records, until the changes are duly effected. The Eligible Customer shall notify the Bank of changes by visiting any of the Bank’s branches or by calling the Bank’s Personal Banking Hotline at +603 8317 5000. .
 - (c) The Eligible Customer shall exercise due care to ensure that there is no unauthorized access to or use of the registered phone number and registered email address. The Eligible Customer acknowledges that the Bank acts in reliance on the Eligible Customer’s representation and warranty when the Bank provides the Services. The Bank shall not be liable for any loss or damage arising from or in connection with any unauthorized access to or use of the registered phone number or registered email address.

3. Audio and/or Video Calls using the Skype for Business application
 - (a) The Bank may send invitation to the Eligible Customer’s registered email address to perform audio and/or video call using the Skype for Business application (“App”). In accepting the invitation and in order to perform the audio and/or video call, the Eligible Customer will be required to download and install the App onto the Eligible Customer’s equipment, computer, mobile phone or device. The App supports both audio and video calls.
 - (b) The Eligible Customer acknowledges that the App is owned, developed and managed by third party(ies) and that the licensing and use of the App are subject to and governed by the applicable terms and conditions of third party(ies). The Bank is not a party to the terms and conditions between the Eligible Customer and the third party(ies) for the licensing or use of the App. The Eligible Customer shall read and understand the user guides, functions, security standards and risks associated with the use of the App, as well as the terms and conditions governing the use of the App. The Eligible Customer shall only download, install and use the App if he agrees with the security standards, risks and terms and conditions. The Eligible Customer further acknowledges that the Services may not be accessible or available due to maintenance by the App owner(s) or developer(s) or downtime or other reasons beyond control of the Bank, for which the Bank shall not be liable in any way whatsoever.

- (c) The Bank gives no representation and warranty on the safety or security, merchantability quality, satisfactory quality, fitness for purpose or usefulness of the App and expressly disclaims all liability for any loss or damage arising directly or indirectly from the use of the App, whether in connection with the Services or otherwise. Any query or complaint about the App shall be directed to the third party App owner(s) or developer(s).
- (d) If the Eligible Customer disagrees to install or use the App, no video call may be performed. However, the Eligible Customer may still use the Services through phone call (audio call only) and email.
4. The Eligible Customer authorizes the Bank to act on the Eligible Customer's instructions given through audio call and/or video call or email and to perform the banking transactions for and on behalf of the Eligible Customer. The Eligible Customer authorizes the Bank to contact him at his registered phone number and/or registered email address for purposes of or in connection with the Services. The Eligible Customer consents to the recording of all audio and video conversations and agrees for the Bank to use such recording and transcripts thereof as evidence in any dispute. The Eligible Customer accepts the Bank's records as conclusive and binding for all purposes.
5. The Eligible Customer agrees with Table 1 below on the "Allowable Transactions" which may be performed under the Services, subject to the respective "Restrictions and Conditions" which shall apply in addition to these terms and conditions. The Bank may impose monetary limits (e.g. maximum daily limits) or other limits on any of the Allowable Transactions. Any instruction which breaches the limits imposed by the Bank will be handled on exceptional basis on such condition(s) as may be imposed by the Bank, including but not limited to requiring the Eligible Customer to personally attend the Bank's branch to perform the transaction.

TABLE 1

| Item | Allowable Transactions | Restrictions and Conditions |
|-------------|---|-------------------------------------|
| 1 | Transfer of funds from a Debiting Account (defined in clause [6(a)] below) to a Crediting Account (defined in clause [6(a)] below). | Refer to clauses [6] and [8] below. |
| 2 | Subscription, redemption, switching and transfer of unit trust/unit trust-I (retail) | Refer to clauses [8] and [9] below. |
| 3 | Subscription, rollover, top up amount and termination of a negotiable instrument of deposit ("NID") | Refer to clause [9] below. |
| 4 | Purchase of foreign currencies | Refer to clause [9] below. |
| 5 | Purchase of bancassurance | Refer to clause [9] below. |
| 6 | Conduct suitability assessment | Refer to clause [9] below. |

6. Table 1 Item 1
- (a) Subject always to the conditions below, the Eligible Customer may transfer funds from a Debiting Account to a Crediting Account where:
- (i) a "Debiting Account" is a deposit account opened with the Bank, from which the funds are paid out; and
- (ii) a "Crediting Account" is a deposit account opened with the Bank or any other bank within Malaysia, to which the funds are paid in.

- (b) A deposit account held by 2 or more joint accountholders may be made a Debiting Account for the Services, only if all the joint accountholders fulfil the criteria to qualify as “Eligible Customers” as defined in clause 1 above. References to a “joint accountholder” in relation to a joint account shall, whenever the context allows, mean an Eligible Customer.
- (c) If the Debiting Account is a joint account operated by the joint accountholders on the mandate that “all must sign”, each joint accountholder acknowledges and agrees that:
- (i) the Bank will only act on the joint instruction given by all the joint accountholders of the Debiting Account;
 - (ii) a joint instruction may be given by the joint accountholders through separate and several audio calls and/or video calls or emails between each joint accountholder and the Bank;
 - (iii) the Bank may refuse to act on any instruction from a joint accountholder which is inconsistent with another joint accountholder; and
 - (iv) the Bank shall be entitled to proceed on the basis that instruction given by each joint accountholder shall be unconditional and irrevocable, even if the instruction from another joint accountholder is pending or the Bank has not yet performed the transaction instructed. Accordingly, instruction once transmitted through the Services cannot be withdrawn or reversed, varied, amended or supplemented. The Bank reserves the right not to accept or act on any instruction including instruction which has been varied, amended or supplemented by a joint accountholder. Where a joint accountholder requests for reversal or variation to his earlier instruction, any assistance rendered by the Bank is on goodwill, best effort basis and the Bank shall not be made liable if the joint accountholder’s instruction cannot be reversed or varied. All the joint accountholders shall be jointly and severally liable to reimburse the Bank for any charges, costs or expenses incurred by the Bank in order to assist any joint accountholder.

This clause shall apply for all Allowable Transactions in Table 1 which are allowed to be performed using an “all must sign” joint account.

- (d) If the Debiting Account is a joint account operated by the joint accountholders on the mandate that “any to sign” (this includes “any 1 to sign” and “any 2 to sign” mandates), each joint accountholder acknowledges and agrees that :
- (i) the Bank may act on the instruction given by any of the joint accountholders of the Debiting Account in accordance with the mandate;
 - (ii) the Bank is under no duty or obligation to inform or to obtain approval from the other joint accountholder(s) whose joint instruction is not required under the mandate of the joint account; therefore an instruction may be carried out without the knowledge or consent of the other joint accountholder(s) whose joint instruction is not required under the mandate of the joint account; and
 - (iii) the Bank will not entertain any request by a joint accountholder to prohibit or restrain any instruction given by the other joint accountholder(s).

This clause shall apply for all Allowable Transactions in Table 1 which are allowed to be performed using an “any to sign” joint account.

- (e) The Eligible Customer agrees with Table 2 below which sets out the instances of transfer of funds from a Debiting Account to a Crediting Account and illustrate when a Crediting Account constitutes a “first party account”.

TABLE 2

| | Transfer from Debiting Account | Transfer to Crediting Account opened with the Bank* |
|--|---------------------------------------|---|
| Transfer to 1 st Party Accounts | A (Single Account) | A (Single Account) & all A's Joint Accounts |
| | A + B (Joint Account) (Any to Sign) | A + B (Joint Account) (Any to Sign) |
| | A + B (Joint Account) (All Must Sign) | A + B (Joint Account) (All Must Sign) |

Explanatory notes to Table 2 :

*The Bank means either OCBC Bank (Malaysia) Berhad or OCBC Al-Amin Bank Berhad.

7. Table 1 Item 4

- (a) An Eligible Customer who has performed the relevant and applicable suitability assessment with the Bank's designated officer may request to:
- (i) Subscribe for unit trust and/or unit trust-i funds distributed by the Bank, and pay for such subscription by instructing the Bank to transfer funds from a Debiting Account.
 - (ii) Redeem unit trust and/or unit trust-i funds previously subscribed from the Bank, the Bank will:
 - (aa) hold the proceeds from such redemption and apply the proceeds subject to the terms and conditions of the applicable security documents, agreements, letters, etc. if the unit trust and/or unit trust-i funds are mortgaged or charged to or otherwise secured in favour of the Bank as security for any debts, liabilities, facilities whatsoever; or
 - (bb) pay the proceeds from such redemption into a first party Crediting Account.
 - (iii) Switch unit trust
 - (iv) Transfer unit trust
- (b) The OCBC Investment Services Terms and Conditions and such other terms and conditions applicable to the subscription, redemption, switching and transfer of unit trust and unit trust-i and the proceeds from such transactions (if any) shall continue to apply. In the event of inconsistencies, these terms and conditions shall prevail insofar as they pertain to the Services.

8. Table 1 all Items

All terms and conditions governing the Bank's accounts, products, services and transactions shall continue to apply. If there are inconsistencies, these terms and conditions shall prevail insofar as they pertain to the Services.

9. The Eligible Customer fully authorizes the Bank to act and perform such Allowable Transactions affecting the accounts of and products held by the Eligible Customer:

- (a) based on the Bank's internal procedures for purposes of verifying the identity of the individual who gives the instructions through audio call and/or video call; and
- (b) based on a comparison of the email address used in transmitting the instructions against the Eligible Customer's registered email address, in respect of instructions given through email.

10. The Bank may, but is under no duty or obligation to, perform enhanced verification of the instructions given by audio call and/or video call or email. The enhanced verification includes but is not limited to :

- (a) making audio call and/or video call to the Eligible Customer at his registered phone number to confirm any instruction; and
- (b) sending email to the Eligible Customer's registered email address to confirm any instruction.

If the Bank is unable to successfully perform the enhanced verification, the Bank may elect not to act on the instructions received. The Bank shall not be responsible for any loss, liability or expense arising out of so refraining to act. The Bank may at any time refrain from acting promptly upon any communication or instructions made/given or purportedly made/given by an Eligible Customer in order to verify the authenticity thereof without incurring any responsibility for loss, liability or expense arising out of so refraining to act.

11. Each Eligible Customer is aware of and accepts the risks associated with the Services, including the risks of:
 - (a) a third party impersonating the Eligible Customer to instruct the Bank to perform the Allowable Transactions affecting the Eligible Customer's account(s) and product(s), where the imposter may be familiar with the Eligible Customer's information;
 - (b) signatures on scanned documents via e-mail instructions may be superimposed fraudulently or without proper authority when sent by e-mail to the Bank;
 - (c) unauthorized interception and access by third party(ies) to confidential information disclosed in the course of the audio calls and/or video calls or emails between the Eligible Customer and the Bank, and the use of such unlawfully obtained confidential information against the Eligible Customer;
 - (d) instructions sent from the Eligible Customer's registered e-mail address by a third party purporting to emanate from the Eligible Customer, due to unauthorized access to or use of the Eligible Customer's e-mail or unauthorized interference by the third party.

12. The Eligible Customer is under duty and obligation:
 - (a) To set strong credentials or passwords or access codes to the Eligible Customer's mobile phone and email account, in order to safeguard against unauthorized access to the mobile phone and email account;
 - (b) Not to disclose to any person, the Eligible Customer's personal and account information and the abovementioned credentials or passwords or access codes to his mobile phone and email account or to open his eStatements, including disclosure through unsolicited phone calls and/or emails or on any website other than the Bank's official website;
 - (c) Not to use unsecured and unprotected public internet connections to access the Eligible Customer's email account or to conduct his banking transactions which would require disclosure of confidential information and not to conduct any audio calls and/or video calls at open or public space when using the Services, where the contents of the discussions may be exposed to third party(ies);
 - (d) To take reasonable steps to keep his personal and account information and other information such as the credentials or passwords or access codes to access or use his mobile phone, email account or eStatement, as the case may be, secure at all times;
 - (e) To ensure the safe and secure use of the Services with the latest information and shall abide by the security advisory posted on the Bank's official website and any other security measures that the Bank may from time to time communicate to the Eligible Customer by other means, such as short messaging service (SMS) or by email, on the risks which may interfere with or otherwise compromise the use of the Services and safety or preventive measures in connection with the use of the Services;
 - (f) To immediately notify the Bank as soon as the Eligible Customer becomes aware of or has any reason to believe that his personal and account information and other information such as the credentials or passwords or access codes to access or use his mobile phone, email account or eStatement, or his registered phone number or registered email address, have been misused or compromised; and
 - (g) To furnish all information and documents requested by the Bank and provide full cooperation to the Bank including working with the relevant authorities.

13. The Eligible Customer shall be liable for any loss or damage arising from any instruction given through the Services, unless the Eligible Customer has fulfilled ALL the following conditions:
- (a) the Eligible Customer has fully complied with his duties and obligations set out in clauses [12(a) to (g)] above; and
 - (b) the Eligible Customer has not acted fraudulently; and
 - (c) the Eligible Customer has complied with all such procedures, requirements, restrictions or additional conditions notified to the Eligible Customer relating to the access and use of the Services.
14. The Bank shall not be liable for any losses, liabilities, costs, expenses, damages, claims, actions or proceedings suffered by the Eligible Customer for reason of or arising from but not limited to:
- (a) the Eligible Customer's use of any equipment, computers or mobile devices, internet browsers or internet services;
 - (b) any intrusion or attack by virus, Trojan horse, worm, bot and/or macro or other harmful components on the Eligible Customer's equipment, computers or mobile devices or the computer systems of the internet browser or access or service providers or any third parties;
 - (c) any breakdown or malfunction of any equipment, computers, mobile devices or system or software used in connection with the Services, including but not limited to any electronic terminal, server or system, telecommunication device, connection, electricity, power supply, telecommunication or other communications network or system, unless the breakdown or malfunction is attributable to the Bank's negligence;
 - (d) any act or omission by any relevant mobile or internet service provider;
 - (e) any delay or failure in any transmission, despatch or communication facilities which is not attributable to the Bank's negligence;
 - (f) any maintenance or repair or upgrading works carried out by third parties or reasons beyond control of the Bank which render the Services not being accessible or available.
15. The Bank does not give any representation or warranty that the Services will meet the Eligible Customer's requirements, or that the Services will always be available, accessible, function or interoperate with any network infrastructure, system or such other services as the Bank may offer from time to time, or that the Eligible Customer's use of the Services or the Bank's processing of any instructions will be uninterrupted and timely.
16. The Services are available only during the hours when normal bank counter services are available at the relevant Bank branch. Processing of any instruction is further subject to these terms and conditions, the Bank's processes and cut-off times applicable to the nature of the instruction.
17. All instructions given by an Eligible Customer must be unconditional and irrevocable. Accordingly, instruction once transmitted through the Services cannot be withdrawn or reversed, varied, amended or supplemented. The Bank reserves the right not to accept or act on any instruction including instruction which has been varied, amended or supplemented by the Eligible Customer. Where an Eligible Customer requests for reversal or variation to his earlier instruction, any assistance rendered by the Bank is on goodwill, best effort basis and the Bank shall not be made liable if the Eligible Customer's instruction cannot be reversed or varied. The Eligible Customer will fully reimburse the Bank for any charges, costs or expenses incurred by the Bank in order to assist the Eligible Customer.
18. The Bank may terminate the Services for all or specified account(s), immediately and without notice, upon the Bank being notified or becoming aware of any of the following events:
- (a) the mandate for operating any joint account has been changed, such that the Bank is no longer able to render the Services for such joint account;
 - (b) death of the Eligible Customer or any of his joint account holder(s); or

(c) dispute over or relating to any account.

19. The Eligible Customer may terminate the Services by giving the Bank [3] Business Days' prior written notice. All joint accountholders agree to be bound by such instruction to terminate the Services given by any one of them in relation to their joint account. The Bank may terminate the Services by giving the Eligible Customer 21 calendar days' notice, which may be given by posting the notice at the Bank's branches or by sending the notice to the Eligible Customer's registered email address or by such means as the Bank considers appropriate.
20. The termination of the Services by either the Bank or the Eligible Customer will not release the Eligible Customer from his indemnity or liability under the Services, in respect of any acts done or transactions performed or any steps taken by the Bank under these terms and conditions prior to the date of such termination or the date of the Bank's receipt of such notice, whichever is later.
21. An Eligible Customer who raises any dispute pertaining to the Services will be required to furnish certain requisite particulars, including but not limited to the Eligible Customer's name, the affected account, date of the disputed transaction, amount of the disputed transaction and reason why the Eligible Customer believes that it is a disputed transaction. If the dispute is in any way connected to or involving any fraud or crime or alleged/suspected fraud or crime, the Eligible Customer will be required to furnish the Bank with a police report. 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.
22. The Bank may, from time to time with 21 days' prior notice to the Eligible Customers, vary or amend these terms and conditions. The notice shall be taken to be duly served on the Eligible Customers, by posting the notice on the Bank's official website or at the Bank's branches.

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