



## BUSINESS ACCOUNT TERMS AND CONDITIONS

These Business Account Terms and Conditions ("**Terms**"), together with the applicable Local Addendum(s), Product Addendum(s) and Documentation shall govern the Customer's Account(s) with the Bank and the Products which the Bank may extend to the Customer from time to time.

### SECTION A: GENERAL TERMS AND CONDITIONS

#### 1. ACCOUNTS AND PRODUCTS

1.1 In the event the Customer has applied for an Account and/or Product, and/or a Bank has agreed to maintain an Account and/or Product for the Customer, all matters relating to such Account or Product (as the case may be) shall be governed by the following:

- (a) these Terms;
- (b) the Local Addendum for the jurisdiction where the Account is (or is to be) opened;
- (c) if a Product, the Product Addendum (if any) for that Product; and
- (d) any applicable Documentation.

1.2 The Customer agrees that any Account opened with or Product provided by any Bank is subject to all Applicable Laws and that the Customer shall at all times comply with all Applicable Laws in connection with its use of the Account(s) or Product(s).

1.3 In respect of each Account and each Product, these Terms, the relevant Local Addendum, and any applicable Product Addendum and/or Documentation relating to such Account or Product shall constitute a single agreement between the Customer and the relevant Bank with which such Account is opened (or to be opened), or by which such Product is provided (or to be provided), as the case may be.

1.4 The Bank has the sole and absolute discretion as to whether or not and how to provide any Account or Product to the Customer, and is authorised to use any communications, processing or transaction system, or intermediary bank. The Bank may in connection with any application for an Account or a Product, or to provide such Account or Product, require Customer to from time to time:

- (a) complete Documentation prescribed by the Bank;
- (b) furnish supporting documents and other information or assistance required by the Bank or under Applicable Law; and/or
- (c) agree to be bound by such other conditions as the Bank may from time to time impose in its sole and absolute discretion.

The Bank shall not have any obligation to provide any reasons for or information in respect of any unsuccessful application for or the termination of any Account or Product.

1.5 The Customer shall ensure that all information provided to the Bank is and remains true, accurate and complete and that it has not withheld any relevant information. Unless otherwise prescribed by the Bank, the Customer undertakes to keep the Bank informed in writing (or, in such other mode(s) and/or methods prescribed by the Bank in its sole and absolute discretion

from time to time), within 30 days, of any changes in circumstances that may cause any of the information or particulars submitted to the Bank in relation to each Account and/or Product to become incorrect or incomplete.

- 1.6 The Bank may, at any time, for any reason and without prior notice to the Customer amend, update, withdraw or modify the Accounts, Products, and/or features thereof, and/or introduce new Accounts, Products and/or features.

## **2. MANAGEMENT OF ACCOUNTS AND PRODUCTS**

### *Authorisation*

- 2.1 The Bank may rely on the authority of the Customer and each Authorised User to operate and access the relevant Account(s) and/or Product(s) and issue Instructions relating thereto and the Customer agrees that:
- (a) each Authorised User is authorised by the Customer to give Instructions regarding any Account or Product and perform any acts or incur any obligations for and on behalf of the Customer;
  - (b) the specimen signatures and signing powers of the Customer or, where applicable, its Authorised Users, communicated to the Bank in writing shall remain in effect until such time as the Bank receives written revocation of the same from the Customer;
  - (c) the Bank shall be entitled but not bound to undertake further verification of the signatures other than by comparing them with the specimen signatures on record with the Bank; and
  - (d) the Bank may, subject to Clause 2.2 of Section A, continue (but shall not be obliged) to accept and act on Instructions given or signed by such Authorised User and shall not be liable thereof.

- 2.2 If the Customer wishes to modify any authorisation given to any Authorised User, it shall provide written notice thereof in the Bank's prevailing prescribed form therefor and the Bank may require evidence acceptable to the Bank that such modification has been duly authorised, including via a resolution of the Customer's board of directors, where applicable. No such modification shall take effect until the Bank has accepted and approved such notice, and effected the change in its records.

### *Partnership*

- 2.3 In respect of any Account(s) opened and/or Product(s) provided in the name of a partnership:
- (a) the Customer agrees that all members of the partnership shall be jointly and severally responsible and liable to the Bank for all monies owing and liabilities incurred by them or any of them whether in the name of or on behalf of the partnership firm or otherwise; and
  - (b) no alteration in the composition or constitution of the partnership by the death, bankruptcy, retirement and/or admission of one or more partners or otherwise shall affect the authority given to the Bank in any way, and the Bank shall be entitled to treat the surviving or continuing partner(s) for the time being as having full power to carry on the business of the partnership firm and to deal with its assets, as if there had been no change in the partnership.

### *Company Accounts*

- 2.4 In respect of any Account(s) opened or Product(s) provided in the name of a company, in the event of liquidation of the company, the funds credited to the Account(s) may only be withdrawn by, and the funds payable shall only be paid to the liquidator of the company.

## **3. DEPOSITS AND WITHDRAWALS**

- 3.1 Withdrawals and deposits by the Customer shall only be made in such manner, and the Customer shall comply with such procedures, as the Bank may determine from time to time at its sole and absolute discretion.

- 3.2 The Bank may at any time without notice to the Customer and at its sole and absolute discretion and without liability or disclosing or assigning any reason to the Customer:

- (a) refuse or limit the amount of any deposit and return all or any part of an amount tendered to the Bank for deposit.; and/or
- (b) refuse to act on any of the Customer's withdrawal instructions or limit the amount which may be withdrawn.

- 3.3 The Customer agrees that:

- (a) receipts for deposits will be validated by the Bank in accordance with such procedures as it may from time to time determine in its sole and absolute discretion;
- (b) the Bank's verification and count (if any) or books or records of any deposit made by the Customer shall be final and conclusive; and
- (c) deposits will be established after clearance, unless otherwise determined by the Bank in its sole and absolute discretion.

- 3.4 The Bank shall not be obliged to act on any withdrawal Instructions where:

- (a) the Bank does not receive withdrawal Instructions satisfactory to it;
- (b) there are insufficient funds in the relevant Account;
- (c) the Customer or its Authorised User(s) does not produce his identity card or passport;
- (d) the withdrawal Instructions are not in writing and signed in accordance with specimen signatures and authorisations received by the Bank; any arrangements entered into with the Bank for withdrawal orders to be otherwise than in writing shall be at the sole risk of the Customer; and/or
- (e) the Bank determines, in its sole and absolute discretion, that the withdrawal Instructions should not be acted on.

- 3.5 All deposits and monies paid into or held or owing by the Bank in a particular country or on any account at any branch of the Bank in that country shall be payable or repayable by the Bank or withdrawn from the Bank only and solely at the branches of the Bank in that country.

- 3.6 Unless otherwise permitted by the Bank and in the absence of any agreement by the Bank to the contrary, no withdrawals in cash may be made by the Customer of any or all monies standing to the credit of any account (whether denominated in the Local Currency or in any other currency) otherwise than in the currency of the Local Currency. The Bank has the right to refuse deposits or withdrawals in a Foreign Currency or in specific cash denominations.

### *Overdrawn Accounts*

- 3.7 The Customer undertakes to ensure the Account(s) shall not be overdrawn, even temporarily, except where the Bank in its sole and absolute discretion allows or by prior arrangement with the Bank and such arrangement shall be subject to such terms as may be determined by the Bank from time to time.
- 3.8 Any debit balance on any overdrawn Account(s) shall be repayable by the Customer immediately. The Customer shall also on demand pay interest and any bank charges whatsoever on the debit balance, and such interest and bank charges shall be calculated at such rates as the Bank may prescribe from time to time in its sole and absolute discretion.

### *Assignment / Transfer*

- 3.9 Except with the Bank's prior written consent and subject to such conditions as the Bank may prescribe, the Customer shall not assign, transfer or charge to any third party or create any security or other interest in or otherwise dispose of or purport to do the same in respect of any deposit or balance standing to the credit of the Account(s) or any part thereof.

## **4. COLLECTION**

- 4.1 Where the Bank acts as a collecting agent on the Customer's behalf in relation to any Instrument, the Bank shall use its reasonable commercial endeavours to assist with processing of the Instruments in accordance with usual market practice and timelines as the Bank may determine in its sole and absolute discretion, as well as relevant laws, rules and regulations, but shall have no obligation to credit the relevant Account unless cleared funds have been received by the Bank. The Bank may apply different timelines for collection or deposit of Foreign Currency, postal and money orders, or sums drawn on other banks.
- 4.2 The Bank may, in its sole and absolute discretion, (a) refuse to accept any Instrument for deposit; (b) refrain from presenting, demanding, collecting or giving notice of non-payment or dishonour; and/or (c) route each Instrument for collection through any of its branches or correspondents for handling subject to their respective rules and regulations and for payment in cash, bank draft or otherwise. Where any Instruments are so accepted by the Bank, they are accepted without any liability on the part of the Bank and the Customer will bear full responsibility for the correctness and validity of any endorsements. Multiple endorsements on Instruments made to the order of third parties will not be accepted by the Bank unless prior arrangements have been made with the Bank.
- 4.3 Where any collection or receipt of funds is invalidated for any reason, including without limitation where any Instruments are dishonoured, the relevant Account will be debited immediately and the Bank may, in its sole and absolute discretion, reverse any interest which has been calculated or credited in respect of such items. Any dishonoured Instruments may be returned by ordinary post to the Customer at the Customer's last address registered with the Bank or such manner as prescribed by the Bank from time to time at the Customer's own risk and expense.
- 4.4 All Instruments, whether or not they are denominated in Local Currency, received by the Bank for credit to an Account are subject to the following conditions:
- (a) when a payment is made into an Account, any credit given is provisional and may be reversed until the monies represented by such payment have been received by the Bank;
  - (b) the Bank may forward an Instrument directly to the bank where it is payable or to any selected agent, who may collect the Instrument through one or more sub-agents

selected by it. Any such collecting agent/sub-agent shall be deemed to be an agent of the Customer;

- (c) the Bank's rights against the Customer on any Instrument shall not be prejudiced by:
  - (i) loss, mutilation or dishonour of any Instrument and any funds paid therewith;
  - (ii) any proceedings taken thereon by the Bank; and/or
  - (iii) the entering into an arrangement (which is hereby authorised by the Customer) with any third party;
- (d) the Bank shall not be responsible for failure or delay in crediting an Account whether arising from (but not limited to):
  - (i) stop-payment instructions;
  - (ii) loss through the mail;
  - (iii) late, or failure of, presentation, demand, collection or giving of notice of non-payment; and/or
  - (iv) dishonour of any Instrument, voucher or statement; and
- (e) the Customer hereby waives protest, presentation and notice of dishonour of any Instrument, and hereby waives the right of counter-claim or set off against the Bank.

## **5. INTEREST**

Where applicable, the Bank shall pay interest at such frequency and such rate and in accordance with such procedures and policies as may be determined by the Bank from time to time in its sole and absolute discretion.

## **6. CHARGES AND COMMISSIONS**

6.1 The Bank may debit the Account(s) with the full amount of any charges or fees (whether stated in the Pricing Guide or otherwise), costs, expenses, interest, taxes and penalties (including without limitation legal fees on a full indemnity basis and stamp fees) payable by the Customer to the Bank in respect of:

- (a) any Products;
- (b) any liability of any nature arising in respect of the Account(s) or otherwise;
- (c) any overdrawn sums on the Account(s); and/or
- (d) any service charges imposed by the Bank from time to time in its sole and absolute discretion in respect of services rendered to the Customer provided that details of the charges are made known to the Customer in writing or in any manner so deemed applicable by the Bank. Such charges or revisions shall take effect from the date stated in the notice. Where a Customer and/or its Authorised Users continue to use the relevant services after such notification, the Customer shall be deemed to have agreed to and accepted such charges or revisions to such charges.

6.2 Any transactions involving Foreign Currency (including any telegraphic/mail/electronic transfer in Foreign Currency into an Account, any deposit and/or withdrawal in Foreign Currency where permitted by the Bank, and/or any payment received by the Bank) shall be subject to the Bank's acceptance, and in such event, the Bank shall have the right to determine in its sole and

absolute discretion the rate of conversion and any fees payable in connection with each such conversion.

- 6.3 In the event of any conflict or inconsistency within a particular Pricing Guide or across multiple Pricing Guides, the Bank shall determine in its sole and absolute discretion how such conflict or inconsistency shall be resolved.
- 6.4 The Bank may at any time in its sole and absolute discretion and upon written notice to the Customer, change the prevailing rate and/or amount of any charges or fees payable by the Customer as stated in the applicable Pricing Guide. Such change(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than thirty (30) days from the date of the notice.

## **7. STATEMENTS OF ACCOUNT**

- 7.1 The Bank will furnish the Customer with Statements of Account at monthly intervals or at such intervals as the Bank may prescribe in its sole and absolute discretion. The Customer agrees to verify the correctness of all details contained in each Statement of Account and to notify the Bank within fourteen (14) days from the date of such Statement of Account of any discrepancies, omissions or errors therein. Upon expiry of this period, the details in the Statement of Account shall be conclusive against the Customer except as to alleged errors so notified but subject always to the Bank's right to correct any errors contained therein at any time notwithstanding such acceptance by the Customer.
- 7.2 The Customer agrees that the provision of Electronic Statements is at the Bank's sole and absolute discretion. In this regard, Bank has the sole and absolute discretion to (without giving any reason or notice):
- (a) reject any request or application of the Customer for Electronic Statements; and/or
  - (b) modify, restrict, withdraw, cancel, suspend or discontinue the provision of Electronic Statements.
- 7.3 Where Electronic Statements are provided, the Customer further acknowledges and agrees that the Bank does not warrant the timeliness, security, secrecy or confidentiality of any Electronic Statements transmitted through any applicable internet service provider, network system or such other equivalent system in any jurisdiction.

## **8. COMMUNICATIONS AND INSTRUCTIONS**

### *Customer's Communications and Instructions*

- 8.1 The Customer shall ensure each Instruction is accurate, complete, clear, authorised and is issued and transmitted to the Bank in such form and manner as the Bank may specify from time to time in its sole and absolute discretion and where applicable, observe and comply with the Procedures in connection with each Instruction.
- 8.2 The Customer agrees that:
- (a) any Instruction will be valid and binding on the Customer, whether or not it is in fact authorised;
  - (b) it shall ensure that all Instructions in respect of an Account are given by or on behalf of the Customer strictly in accordance with the authorisations or mandates for the time being in effect in respect of such Account;

- (c) the Bank is authorised to act on any Instructions communicated or purportedly communicated by the Customer and/or its Authorised Users to the Bank by telephone, facsimile, email or any other electronic means (including through the Electronic Services);
- (d) where any Product operates by reference to an Account, the Bank is authorised to act on the Instructions of the account holder, the Bank's non-compliance with such instructions shall not be a breach of the Agreement whether in relation to such Product or otherwise; and
- (e) all Instructions once received by the Bank shall not be recalled, cancelled, withdrawn or amended unless the Bank in its sole and absolute discretion determines otherwise.

8.3 The Customer agrees that the Bank shall be entitled (but not obliged) in its sole and absolute discretion to:

- (a) accept and act on any Instruction (including by transmitting information, instructions, payment orders, messages and other communications on its behalf to the relevant person(s), disclose information and to do any other act, whether or not by telephone, facsimile, email, or any other electronic means, including through the Electronic Services, if agreed by the Bank) without assessing the reasonableness or accuracy of that Instruction, the nature of that Instruction, the identity (or purported identity) of the Customer and/or Authorised User, the consequence to the Customer or any other matter thereto;
- (b) use any communications, processing or transaction system or intermediary bank it reasonably selects in acting on any Instruction;
- (c) assume that any Instruction is correct, complete, genuine and authorised by the Customer;
- (d) specify additional conditions before accepting any Instructions; and/or
- (e) investigate the authenticity of any Instruction.

8.4 The Bank shall be entitled to correct any Account, decline to act on any Instruction and/or to delay acting on any Instruction, whether in part or in whole, where:

- (a) it determines, in its sole and absolute discretion, that any Instruction issued by or on behalf of or purporting to be issued by or on behalf of the Customer may not have been authorized by the Customer or, even if issued or authorized by the Customer, may expose the Bank to any claims, suits, losses, expenses, liabilities or damage whether directly or indirectly;
- (b) so acting will result in the total amount of payments exceeding the credit balance in the Account, but if the Bank does so act, it may elect to execute such Instructions in whole or in part or in any order without reference to the time of receipt of the Customer's Instructions;
- (c) it determines, in its sole and absolute discretion, that the Instruction is inconsistent with and/or constitutes a breach of any Applicable Laws;
- (d) such Instruction (whether digitally signed or not) is received via email or any other electronic means, including through the Electronic Services;
- (e) if there is any ambiguity or inconsistency or conflict in the Instructions unless and until the ambiguity or conflict has been resolved to the Bank's satisfaction, save that the

Bank may choose to act only on the Instructions of all the Authorised Users notwithstanding that any relevant existing mandate or instructions require otherwise; and/or

- (f) it determines, in its sole and absolute discretion, that acting on the Instruction should be delayed or the Instruction should not be acted on for any reason whatsoever.

8.5 Notwithstanding that the Bank has initially declined to act on a particular Instruction or has delayed acting on a particular Instruction, the Bank may subsequently act on the Instruction if the Bank determines, in its sole and absolute discretion, that it is appropriate to do so.

8.6 All Instructions sent to the Bank for processing on a particular Business Day must be received by the Bank before the cut-off time prescribed by the Bank from time to time. The Bank is entitled to prescribe different cut-off times by reference to the nature of transaction, the currency in which the transaction is denominated, the means by which the Instructions are sent to the Bank and other factors as the Bank considers appropriate. The Bank reserves the right to revise from time to time any cut-off time for receiving and processing Instructions. The Bank has the right to process any Instructions received after the applicable cut-off time on the following Business Day which it is possible to process them, taking into account all relevant holidays. Without prejudice to the foregoing, any notice given to the Bank by the Customer is taken to have been given at the time it is actually received by the Bank.

#### *Stop Payment Orders*

8.7 If the Customer desires to recall, countermand or stop payment, the Customer must do so in a manner which meets the Bank's requirements, including as to documentation. Any stop payment instructions accepted by the Bank shall be undertaken by the Bank on a reasonable efforts basis and the Bank may in its sole and absolute discretion elect not to act on these instructions for any reason, nor does the Bank warrant or undertake that the recall, countermand or stop payment will be successfully effected.

8.8 Where the stop payment instructions are undertaken by the Bank, the Customer irrevocably and unconditionally agrees:

- (a) to indemnify and at all times keep the Bank indemnified against any expense, loss, damage or liability whatsoever which may be incurred or suffered by the Bank as a result of any such non-payment; and
- (b) the Bank will not be liable for any failure to do so howsoever arising.

#### *Bank's Communications*

8.9 The Bank may rely on the address, facsimile number, email address or other particulars last notified to the Bank by the Customer, whether by the Customer or an Authorised User, as accurate, effective and binding on the Customer.

8.10 Any Correspondence shall be deemed served on the Customer:

- (a) if transmitted to a facsimile number, mobile number, telephone number, electronic device or email address, immediately upon such transmission by the Bank (regardless of when the Customer receives the same);
- (b) if delivered personally, at the time of delivery;
- (c) if sent by post or courier to a domestic or foreign address, immediately after posting; and/or



- (d) if published on the Bank's website(s), any newspapers, at any of the Bank's branches or through the Electronic Services, the time of such publication.

8.11 In the case of joint accounts, any notice served in accordance herewith on one of the Customers shall be deemed validly served on all the Customers.

## **9. SUSPENSION AND TERMINATION OF PRODUCTS**

### *Dormant Accounts*

9.1 In the event that an Account remains inactive or dormant for such period of time as the Bank may determine, the Bank reserves the right to impose such conditions in relation to the further operation of the Account as it may determine in its sole and absolute discretion.

### *Termination and Suspension of Accounts by the Bank*

9.2 The Bank may, upon fourteen (14) days (or such period as the Bank may determine from time to time in its sole and absolute discretion) prior written notice to the Customer terminate and/or suspend any Account for any reason whatsoever.

9.3 Without prejudice to the generality of the foregoing, upon the occurrence of any of the following events, the Bank shall be entitled (without demand or notice) to terminate and/or suspend the Account(s) with immediate effect:

- (a) the Customer's failure to comply with any provision of the Agreement;
- (b) the Customer's failure to comply with any Applicable Laws;
- (c) any grounds exist for the presentation of a bankruptcy or winding-up petition against the Customer;
- (d) the Customer's death, insanity or incapacity;
- (e) an application is made by any party for the appointment of a receiver over the Customer;
- (f) the performance of any obligation under the Agreement become illegal or impossible;
- (g) if the balance in an Account falls below the prescribed minimum as determined by the Bank from time to time in its sole and absolute discretion; and/or
- (h) any other event which, in the Bank's sole and absolute discretion, constitutes a valid reason for the termination of the Account(s).

9.4 In the event that the Bank decides in its sole and absolute discretion to discontinue the provision of any type of banking account permanently, the Bank shall give written notice of such discontinuation to the Customer. Such discontinuation shall take effect from the date stated in the notice.

### *Termination and Suspension of Products by the Bank*

9.5 The Bank may, at any time and in any manner as the Bank in its sole and absolute discretion considers appropriate, without giving any reason and with or without notice to the Customer as the Bank determines and without liability whatsoever change, terminate, restrict, block and/or suspend:

- (a) any Products (whether in whole or in part), including without limitation the content, offerings, services, products and/or functionalities of Products;

- (b) the modes, methods or channels available for accessing any Products;
- (c) any operating system, software, or feature that is part of or supports any Products; and/or
- (d) the Customer's access and/or use of any Products and/or any Access Credential,

including without limitation where:

- (i) the Bank in good faith believes that any Account (including without limitation, any savings, current, time deposit, investment or loan account) and/or any transaction or dealing transacted through or with the Bank or in connection with any of its Products may be used in connection with any criminal/unlawful activities, or any fraud may directly or indirectly be committed in connection with any such Account, transaction or dealing;
- (ii) the Customer has committed a breach of or omitted to observe any obligations under the Agreement;
- (iii) the Customer is in breach of any representations or warranties under the Agreement;
- (iv) the continued provision of any Product (whether generally to the Customer specifically) or any part thereof may expose the Bank to any claims, suits, losses, expenses, liabilities or damages whether directly or indirectly;
- (v) any computer virus or other malicious, destructive or corrupting code, agent, programme, macros or other software routine or hardware components designed to permit unauthorised access is detected on any such computer, hardware, system, software, application or device; and/or
- (vi) any other circumstances as determined by the Bank in its sole and absolute discretion.

9.6 The suspension or termination of any of the Products shall be without prejudice to the right of the Bank to settle any transactions entered into, or to settle any liability incurred by the Customer under the Agreement or by the Bank on behalf of the Customer prior to such suspension or termination.

*Termination of Accounts by the Customer*

9.7 If the Customer wishes to terminate any Account(s) and/or Product(s), the Customer shall provide written instructions of the same to the Bank and comply with such procedures as the Bank may determine from time to time at its sole and absolute discretion.

*Consequences of Termination of Account(s) and Product(s)*

9.8 On termination of the Account(s):

- (a) subject to Clause 6 of this Section A, the Bank may discharge its entire liability with respect to the Account(s) by paying to the Customer in such form as the Bank may determine the amount of the then credit balance in the Account(s); and
- (b) the Customer shall comply with such Account closing procedures as the Bank may determine in its sole and absolute discretion.

9.8A Notwithstanding Clause 9.8(a) of this Section A, if the Bank terminates any Account under Clause 9.2 of this Section A and the Bank does not receive any Instruction from the Customer

in connection with the payment of the amount standing to the credit of such Account, the Bank shall be entitled to pay the Customer by issuing to the Customer, demand draft(s) in the currency and for the amount standing to the credit of such Account, save that where the Bank (acting reasonably) determines that it is not possible for the Bank to issue demand draft(s) in the currency of such Account, the Bank shall be entitled to issue demand draft(s) in such other currency as the Bank may determine in its sole discretion. Such demand draft(s) shall be sent by ordinary mail (at the risk of the Customer) to the address of the Customer (as reflected in the Bank's records). A payment by the Bank in the manner set out in this Clause 9.8A shall constitute a full and final discharge of the Bank's entire liability with respect to such Account.

9.9 On termination of the Product(s):

- (a) subject to Clause 6 of this Section A, the Bank may cancel any extension of credit made available in connection with any Product(s) at any time; and
- (b) the Customer shall comply with such Product termination procedures as the Bank may determine in its sole and absolute discretion and all rights granted under the Agreement will immediately revert to the Bank, failing which the Customer shall indemnify the Bank for any costs or expenses arising or in connection thereto.

9.10 All provisions of the Agreement, which by their nature should survive, including without limitation warranty disclaimers, limitations of liability, indemnities, confidentiality, governing law will survive termination of the Agreement.

## **10. PAYMENT TO THE BANK**

### *Payments to the Bank and the Right to Debit*

10.1 The Customer agrees to pay to the Bank on demand all monies and charges together with interest on such monies from the date on which such monies become due to the date of payment in the currency in which they are due in same day funds and at such rate which the Bank shall determine from time to time in its sole and absolute discretion and the Customer hereby authorises the Bank to debit the same from the Account(s).

10.2 All such monies and charges shall be payable by the Customer in full without any set off or counterclaim or any restriction or condition, and free and clear of and without deduction for present or future taxes (including without limitation stamp duty or other taxes), levies, charges or withholdings, and all liabilities with respect thereto.

10.3 All monies and charges payable by the Customer are exclusive of any goods and services tax (regardless of the jurisdiction in which such tax is imposed) which shall where applicable be paid by the Customer in addition to any sums otherwise payable, at the rate in force at the due date for payment.

10.4 If the Bank is obliged by law to deduct or withhold any sum from any payment to the Customer, the Customer authorises the Bank to effect such withholding and to pay the net sum over to the Customer or to place such sum in the Account(s).

10.4A The Bank shall be entitled, at any time and without notice to the Customer, to debit any sum (including any interest accrued on such sum) from the Customer's Account(s) if:

- (a) the Bank (acting reasonably) determines that such sum was credited into the Customer's Account(s) due to or in connection with a mistake, error or omission on the part of the Bank; or

- (b) such sum was credited into the Customer's Account(s) prior to the Bank having received cleared funds from the paying party, but the Bank does not actually receive such funds from the paying party subsequently.

*Security for Repayment*

- 10.5 When the Bank accepts or incurs liability (whether actual or contingent, primary or collateral, several or joint) for or at the request of the Customer, any funds, monies, securities or other valuables deposited with the Bank belonging to the Customer shall automatically become security to the Bank; and the Bank shall have a banker's lien on all such funds, monies, securities or other valuables or any part thereof and may dishonour any Instrument drawn by the Customer until the liability is discharged.

*Default in Repayment*

- 10.6 If the Customer fails to make prompt repayment of any debit balance or accrued interest thereon, the Bank may forthwith and without notice to the Customer, and without prejudice to its rights, realise any funds or securities deposited with the Bank for the account of the Customer in any manner it shall deem fit and apply the proceeds therefrom, after deducting realisation expenses, in or towards the payment and discharge of any amount due to the Bank from the Customer. If there is any shortfall between such proceeds and the amount due, the Customer shall remain liable for any such shortfall, including interest thereon at such rate as the Bank may prescribe from time to time in its sole and absolute discretion.

*Combining Accounts, Set-Off and Security Rights*

- 10.7 All cash balances in the Customer's Account(s) (including without limitation any Time Deposits, if applicable) will serve as collateral for the Customer's Liabilities.
- 10.8 Without prejudice to any of its other rights and remedies, the Bank shall be entitled to combine, consolidate or merge all or any of the Customer's Account(s) and/or to set-off any amount standing to the credit of any Account(s) (whether matured or not) against any amount owing or outstanding or due to the Bank from time to time under the Agreement or any other agreement or account, including without limitation all Liabilities of the Customer and all losses, damages, actions, proceedings, claims, liabilities (whether contingent or otherwise), fees, costs and all expenses (including legal costs on a full indemnity basis) that may be incurred or suffered by the Bank as a result of or in connection with the Customer's breach of its obligation(s) under the Agreement, including without limitation in any of the following events:
- (a) the Customer's failure to repay on demand any sum due to the Bank or to return any sum which the Bank is entitled to debit under Clause 10.4A of this Section A;
  - (b) the Customer's deposit(s) is threatened by insolvency proceedings or by third party claims;
  - (c) the Customer's death, incapacity, winding-up, bankruptcy or receivership;
  - (d) the Bank's receipt of a garnishee order relating to the Account(s);
  - (e) any breach by the Customer of any one or more of the provisions of the Agreement; and/or
  - (f) any other event which is determined by the Bank in its sole and absolute discretion to constitute a valid reason for the Bank's exercise of its rights of set off under the Agreement.

10.9 Any credit balance on the Customer's Account(s) (regardless of the country in which such Account(s) was opened) may be applied in satisfaction of any sum then due and payable in respect of the Customer's Liabilities. The Bank is authorised to purchase with such monies any other currencies to effect such application using the rate of exchange at the date of set off.

## **11. CONSENT FOR DISCLOSURE**

11.1 The Customer hereby expressly and irrevocably permits and authorises the Bank as well as any of its employees, agents, officials and officers for the transfer, disclosing, divulging or revealing at any time in such manner and under such circumstances as the Bank deems necessary or expedient in its sole and absolute discretion without prior reference to the Customer:

- (a) of any information whatsoever relating to the Customer and any customer information to and between any person at any time and from to time, including but not limited to:
  - (i) the branches, subsidiaries, representative offices, affiliates and agents of the Bank;
  - (ii) any member of the OCBC Group; and/or
  - (iii) third parties selected by the Bank and/or any of the entities referenced in (i) or (ii) wherever situated, for confidential use in connection with the provision of any Account(s) and/or Product(s) to the Customer (including for data processing purposes); and/or
- (b) of any information whatsoever regarding the money or otherwise particulars of the Customer or the Customer's Account(s) including any Access Credential where applicable to any person at any time and from to time, including but not limited to:
  - (i) any person purporting to be the Customer upon verification of his identity by the Bank to its satisfaction in accordance with its prevailing procedure;
  - (ii) any Relevant Person or to any third party which the Customer (or any person using any Access Credential purported to be the Customer) may from time to time wish to transact with whether directly or indirectly, via the use of Electronic Services, and vice versa;
  - (iii) any person as may be necessary or appropriate or that may arise from the use or access (whether or not authorised) in relation to the operation of any Electronic Services made available to the Customer; and/or
  - (iv) any person notified to the Bank from time to time by the Customer.

11.2 The Bank's authority to transfer, disclose, divulge or reveal information as set out in this clause shall survive the termination of the Agreement.

11.3 The Customer acknowledges and accepts the possibility that there may be from time to time inadvertent disclosures by the Bank and/or any of its employees, agents, officials and officers of information regarding the Customer, the monies or any other relevant particulars of the accounts of the Customer with the Bank in the course of providing information relevant to transactions, instructions, communications or operations effected or purported to be effected by the Customer or any person purporting to be the Customer using or with the use of the Electronic Services and hereby waives all its rights and remedies against the Bank for such inadvertent disclosures.

## **12. REPRESENTATIONS AND WARRANTIES**

- 12.1 The Customer hereby represents and warrants that throughout the term of this Agreement:
- (a) the Customer and the Bank will not be in breach of any Applicable Laws as a result of the Customer's opening, operating, accessing or using an Account or a Product, submitting any Instruction, communicating or taking any other action directly or indirectly through the use of any Account or Product;
  - (b) it has fully disclosed in writing to the Bank all information and particulars which are material or relevant for disclosure to the Bank for the purpose of the Agreement, any Account or Product, any Instruction or any arrangement contemplated by or pursuant to the Agreement;
  - (c) it has obtained all necessary consents and authorisations required to open, operate, access or use an Account or a Product and perform all of its obligations under the Agreement;
  - (d) it has full legal capacity, power, authority and right to enter into and exercise its rights and perform its obligations under the Agreement;
  - (e) unless the Customer has disclosed that it is acting in a trustee capacity or on behalf of another party, it is acting on its own behalf in agreeing to be bound by the Agreement;
  - (f) if the Customer is:
    - (i) a company or a business, it is duly organised and validly existing under the laws in which the Customer is incorporated; or
    - (ii) an individual, it is of full age and sound mind;
  - (g) the Agreement and arrangements contemplated by or pursuant to the Agreement constitute legal, valid and binding obligations which are enforceable against the Customer; and
  - (h) it is entering into the Agreement and is opening, operating, accessing and using any Account or Product in the course of business and it is not dealing as a consumer.

### **13. DISCLAIMER OF LIABILITY**

#### *Exclusion of Liability*

- 13.1 Notwithstanding anything to the contrary in the Agreement, to the maximum extent permitted under Applicable Law, the Bank shall not be responsible or liable for any expense, loss, damage, liability or other consequences suffered or incurred by the Customer or any third party in connection with any Account or Product, including without limitation in connection with and/or arising from:
- (a) the Bank acting, delaying to act or omitting to act, including without limitation on any Instructions (whether or not such Instructions are submitted through the Electronic Services and/or are given by unauthorised persons);
  - (b) any Instruction, Correspondence, communication, transmission and/or transaction (including, without limitation, any inaccuracy, misunderstanding, interruption, error or delay or other failure relating to such Instruction, Correspondence, communication, transmission and/or transaction, whether on the part of the Bank or Customer, and whatever the cause may be);

- (c) the provision of any Product or the operation of any Account, and/or any restrictions thereto;
- (d) any unavailability, disruption, delay, malfunction, breakdown, error or failure in any:
  - (i) computer system,
  - (ii) transmission or communication facilities,
  - (iii) communications, processing or transaction system, and/or
  - (iv) network, software, hardware and/or technology,
 used in the provision of any Account or Product (whether operated and/or provided by the Bank or otherwise);
- (e) any diminution in value of the funds credited or debited from the Account(s) due to taxes and/or depreciation;
- (f) any unavailability of the funds credited or debited from the Account(s) due to restrictions (howsoever arising) on convertibility, requisitions, involuntary transfers, distraints of any character, exercise of governmental or military powers, war, strikes or other causes beyond the Bank's reasonable control;
- (g) the Bank making any payments against any counterfeit or altered Instruments, whether or not the alterations and/or forgery could be easily detected or due to the Customer's negligence;
- (h) the Customer's failure to ensure that Instruments are properly drawn or are protected against unauthorised alteration or fraud;
- (i) lost and/or damaged Instruments;
- (j) any fraudulent act by any person, including without limitation any forgery of the Customer's signature and/or any impersonation of the Customer;
- (k) the Customer's negligence, default or misconduct;
- (l) any act or omission (including without limitation any negligence or wilful misconduct) or bankruptcy or insolvency of any Third Party or any agent, subcontractor, service provider, nominee, correspondent or counterparty used by the Bank;
- (m) the disclosure, divulging or revealing of any information concerning the Customer, the Account(s) and/or the Products (whether or not such disclosure is inadvertent or occurs as a result of any unauthorised access or otherwise);
- (n) any acts, statements (express or implied) or omission of the Bank or its agents, officers, delegates or employees in exercising any of the Bank's rights under the Agreement, including without limitation Clauses 9 and/or 0 to 15.13 of Section A;
- (o) any loss of revenue or business opportunities, loss of profit, loss of anticipated savings or business, loss of data, loss of goodwill or, loss of value of any equipment or software or any indirect, incidental or consequential loss or damages, even if advised of the possibility of such loss or damages;
- (p) any actions taken by the Bank which it in its sole and absolute discretion considers appropriate so as to comply with any Applicable Laws, request of a public or regulatory authority or any policy of the Bank; and/or

(q) any arrangements with the Bank for withdrawal orders to not be in writing.

13.2 The Customer hereby acknowledges the inherent exchange risk in Foreign Currency deposits and accepts the risk that a decline in the Foreign Currency's exchange rate relative to the Customer's currency of choice will reduce (or even eliminate) the Customer's return or earnings on the Foreign Currency deposits.

*Bank's Repayment Obligation*

13.3 Where any currency in which the Bank's payment obligations are denominated becomes unavailable due to restrictions on convertibility, transferability, requisitions, government acts, orders, decrees and regulations, involuntary transfers, distraint of any character, exercise of military or usurped powers, acts of war or civil strife, monetary union or exchange or similar causes beyond the Bank's reasonable control, the Bank shall be deemed to have satisfied such payment obligation by making payment in such other currency as the Bank deems fit.

*Branches, Subsidiaries or Affiliates*

13.4 The Customer agrees that:

- (a) any obligations under the Agreement in respect of an Account or Product may only be satisfied by recourse to the member of the OCBC Group with which that Account is opened or that provides that Product; and
- (b) it shall not take any steps to recover or seek recourse in respect of any obligations of a branch of the Bank or a member of the OCBC Group under the Agreement from or against any other branches of the Bank, any other members of the OCBC Group or any subsidiary or affiliate of any member of the OCBC Group.

**14. INDEMNITIES**

14.1 The Customer shall indemnify the Bank, its affiliates, subsidiaries, branches (regardless of jurisdiction), each member of the OCBC Group and their respective officers, employees, nominees and agents promptly on a full indemnity basis from and against all claims, demands, actions suits proceedings orders losses (direct or consequential) damages costs and expenses (including all duties, taxes and other levies and legal fees on a full indemnity basis) and any and all other liabilities of whatsoever nature or description howsoever arising which they may sustain or incur directly or indirectly in connection with the execution, performance or enforcement of the Agreement or any other agreement, any Account or Product, including without limitation:

- (a) any act or omission by the Customer;
- (b) any breach by the Customer of any one or more provisions, obligations, representations and/or warranties in the Agreement;
- (c) by reason of the Bank as collecting bank relying upon or guaranteeing any endorsement or discharge on a cheque, bill, note, draft or other instruments presented by the Customer for collection, and in all cases, such reliance or guarantee by the Bank shall be deemed to have been exercised at the Customer's express request;
- (d) the Bank taking, relying and acting upon or omitting to act on any Instructions given or purported to be given by the Customer or by any person(s) purporting to be the Customer's attorney, regardless of the circumstances prevailing at the time of such Instructions or the nature of the transaction and notwithstanding any error, misunderstanding, fraud or lack of clarity in the giving, receipt or the contents of such Instructions, including where the Bank believed in good faith that the Instructions or



information were given in excess of the powers vested in the Customer or where the Bank believed that the Bank so acting would result in a breach of any duty imposed on the Bank;

- (e) any declarations made by the Customer to the Bank (including those made on forms submitted to the Bank) are false, misleading or incomplete and/or subsequently became false, misleading or incomplete;
- (f) failure by the Customer to pay or repay to the Bank on demand any sum due to the Bank (including all interest accrued thereon) or to return any sum which the Bank is entitled to debit under Clause 10.4A of this Section A;
- (g) any arrangements with the Bank for withdrawal orders to not be in writing;
- (h) any disclosure of any information which the Customer has consented to the Bank and/or any of its personnel disclosing;
- (i) the enforcement by the Bank of any of its rights (including rights of sale, set off, recovering payment or enforcement proceedings) under or in connection with the Agreement and/or any Account;
- (j) any Instructions communicated or purportedly communicated by the Customer to the Bank over the telephone notwithstanding that it is subsequently shown that such Instruction was not given by the Customer or the acting upon or carrying out of any such Instruction or the taking of steps in connection with or in reliance upon any such Instruction;
- (k) the Bank using any system or means of communication or transmission in carrying out the Customer's Instructions which results in the loss, delay, distortion or duplication of such instructions;
- (l) inability of Customer to perform any transaction due to limits set by the Bank from time to time;
- (m) lack of information or failure by the Customer to provide clear, necessary and complete information for completing the payment or transfers or performance of the transaction; and/or
- (n) any lost, stolen or mislaid cheque book, cheque, passbook, Access Credential, Time Deposit advice, personal identification number(s) or advice, or other identification code(s) in relation to the Account and any re-issuance or replacement of the same by the Bank.

14.2 These indemnities shall continue notwithstanding the termination of the banking relationship between the Bank and the Customer.

## 15. GENERAL

### *Amendments*

15.1 The Bank may at any time in its sole and absolute discretion and upon written notice to the Customer, change any one or more of the provisions in this Agreement and/or discontinue the provision of any type of Accounts and/or Products governed by the Agreement permanently. Such change(s) and/or discontinuation(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than thirty (30) days from the date of the notice.

- 15.2 Where the Customer continues to operate the Account(s) after such notification, the Customer shall be deemed to have agreed with and accepted the amendments. If the Customer does not accept any such amendments, the Customer shall forthwith discontinue operating the Account(s) and instruct the Bank to close the Account(s).
- 15.3 The Bank may notify the Customer of any changes to the Agreement or any changes to the scope of the Products by:
- (a) publishing such changes in the Statements of Account to be sent to the Customer;
  - (b) displaying such changes at the Bank's branches or automated teller machines;
  - (c) posting such changes on the Bank's website(s);
  - (d) electronic mail or letter;
  - (e) publishing such changes in any newspapers; and/or
  - (f) such other means of communication as the Bank may determine in its sole and absolute discretion.

*Conflict*

- 15.4 The Bank may from time to time in connection with any Product supply to the Customer Materials and any other relevant service agreement. In the event of any conflict or inconsistency between the terms contained in any of the following documents, the terms of the first-listed document shall prevail over any later-listed document to the extent of any such conflict or inconsistency:
- (a) any such service agreement supplied by the Bank from time to time;
  - (b) the Product Addendums for the specified Product that is (or to be provided) (as determined by the OCBC Group in its sole and absolute discretion);
  - (c) the Local Addendums;
  - (d) these Terms; and
  - (e) any translation of this Agreement other than the English version.

*Waiver*

- 15.5 No failure or delay by the Bank in exercising or enforcing any right or option under the Agreement shall operate as a waiver thereof or limit, prejudice or impair the Bank's right to take any action or to exercise any right as against the Customer or render the Bank responsible for any loss or damage arising therefrom.

*Severability*

- 15.6 If any one or more of the provisions in the Agreement are deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired.

*Intellectual Property Rights*

- 15.7 The Customer hereby acknowledges and agrees that:

- (a) all Intellectual Property Rights in any documentation, Materials, software and any other thing forming part of or used in relation to an Account or Product are owned by either the OCBC Group or the relevant Third Parties and the Customer does not have any right, title or interest in such Intellectual Property Rights; and
  - (b) the OCBC Group may obtain information, data and statistics in the course of provide an Account or Product and the OCBC Group will own all Intellectual Property Rights thereto.
- 15.8 The Customer hereby agrees not to do anything which interferes with, disrupts or otherwise adversely affects any Intellectual Property Rights forming part of or used in relation to any Account or Product.

*Confidential Information*

- 15.9 The Bank Information is the exclusive, valuable and confidential property of the Bank. The Customer agrees to keep all Bank 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 Bank 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.
- 15.10 The Customer shall notify the Bank promptly (with confirmation in writing) if it discovers or reasonably suspects that any Bank Information has been or may be compromised or disclosed to any unauthorised person.

*Force Majeure*

- 15.11 The Bank shall not be responsible for delays or failures, resulting at least in part from acts beyond its reasonable control and without its fault or negligence, in (a) the performance of its obligations hereunder, (b) executing any Instructions, or (c) providing any Products to the Customer. Such excusable delays or failures may be caused by, among other things, riots, rebellions, accidental explosions, adverse market conditions, unavailability of foreign exchange, floods, storms, acts of God and similar occurrences.

*Actions by the Bank for Compliance and Sanctions*

- 15.12 The Customer agrees that the Bank may at any time, without the Customer's prior consent, be entitled to delay, block or refuse to process any transaction and take any action as the Bank considers appropriate, whether wholly or partially and for such duration as the Bank may determine in its sole and absolute discretion without incurring any liability if the Bank suspects that:
- (a) the transaction may breach any Applicable Laws and / or the Bank's internal policy(ies), including without limitation those relating to anti-money laundering, anti-corruption, counterterrorism, anti-bribery, anti-fraud, tax evasion, embargoes or reporting requirements under financial transactions legislation or economic and trade sanctions;
  - (b) the transaction involves any Restricted Person (natural, corporate or governmental) or any person that is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions; and/or
  - (c) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in any country (including but not limited to any purpose that would violate any Sanctions or that would fund, facilitate or finance any activities, business or transactions of, or with, any Restricted Person or any Sanctioned Country).

- 15.13 The Bank may take and instruct any delegate to take any action which it in its sole and absolute discretion considers appropriate so as to comply with any applicable law, regulation, request of a public or regulatory authority or any policy of the Bank which relates to the prevention of fraud, money laundering, terrorism or other criminal activities or the provision of financial and other services to sanctioned persons or entities. Such action may include but is not limited to the interception and investigation of transactions on Account(s) (particularly those involving the international transfer of funds) including the source of the intended recipient of funds paid into or out of accounts. In certain circumstances, such action may delay or prevent the processing of instructions, the settlement of transactions over the Account(s) or the Bank's performance of its obligations under the Agreement. The Bank needs not notify the Customer until a reasonable time after it is permitted to do so under such law, regulation or policy of the Bank, or by such public or regulatory authority.

*Recording*

- 15.14 The Bank may in its sole and absolute discretion record all telephone conversations, verbal instructions and communications with/from the Customer and to retain such recordings for so long as it thinks fit and the Customer agrees to the recordings and the use thereof and any transcripts which the Bank may make for any purpose that the Bank deems desirable, including their use as evidence in any proceedings against the Customer or any other person.

*Governing Law*

- 15.15 Any dispute, controversy or claim arising from or in connection with an Account or a Product shall be governed by the laws of the jurisdiction in which that Account or Product is (or is to be) opened or provided (as determined by the OCBC Group in its sole and absolute discretion).
- 15.16 The Customer hereby undertakes to each member of the OCBC Group and their respective branches, subsidiaries, representative offices, affiliates and agents that:
- (a) the courts of the jurisdiction in which the relevant governing law applies ("**Relevant Jurisdiction**") shall have exclusive jurisdiction to settle any dispute, controversy or claim arising out of or in connection with any matters that are governed by the laws of the Relevant Jurisdiction; and
  - (b) it shall not object to the courts of the Relevant Jurisdiction on the ground that it is an inappropriate or inconvenient forum or otherwise.

*Rights are Cumulative*

- 15.17 Each of the rights, powers and remedies given to the Bank under the Agreement shall be cumulative with and without prejudice and in addition to all other rights, powers and remedies given to the Bank under or by virtue of any other agreement between the Bank and the Customer, statute or rule of law or equity.

*Customer's Obligation to Secure Bank's Rights*

- 15.18 The Customer shall, immediately upon the Bank's request and at the Customer's own expense, execute any further documents and take any other action which the Bank may require for the purpose of protecting or securing the Bank's rights in respect of or under the Agreement.

*Assignment*

- 15.19 The Customer shall not (nor shall it purport to) assign, novate or transfer all or part of its rights and/or obligations under the Agreement, nor grant, declare or dispose of any right or interest in it, without the prior written consent of the Bank, which may be withheld in Bank's sole and absolute discretion. The Bank may assign, transfer, novate, sub-contract or otherwise deal with

all or part of its rights and obligations under the Agreement at its sole and absolute discretion, and any such assignment, transfer, novation, sub-contract or other dealing shall not release the Customer from liability under the Agreement. The Customer hereby agrees to execute any document the Bank requires to give effect to such assignment, novation or transfer.

*Binding Effect*

- 15.20 The Agreement shall be binding on and inure to the benefit of the Bank and its assigns, the Customer and his legal representatives and successors and shall also be so binding notwithstanding the absorption or amalgamation of the Bank by or with any other person.

*Outsourcing*

- 15.21 The Customer agrees that the Bank may, from time to time and on such terms as the Bank in its sole and absolute discretion deems fit:
- (a) delegate, subcontract or otherwise appoint other members of the OCBC Group or a Third Party to carry out any of its obligations under the Agreement;
  - (b) outsource various functions or operations in connection with the Bank's business (including any Account, Product and any related function thereto) to other members of the OCBC Group or a Third Party; and/or
  - (c) carry out Instructions with or through other members of the OCBC Group or a Third Party.
- 15.22 The Bank shall be entitled to harness, inter alia, data processing and technology infrastructure support services to enhance the Bank's suite of products and services and improve productivity within the Bank, its branches, subsidiaries and affiliates across the countries in which it operates.

*Advertising*

- 15.23 The Customer shall not display the name, trademark or service mark of the Bank without the prior written approval of the Bank. The Customer shall not advertise or promote any Product without the Bank's prior written consent.

*Entire Agreement*

- 15.24 The Agreement constitutes the entire agreement and understanding between the Customer and the Bank relating to the subject matter of the Agreement. The Customer acknowledges and agrees that the Customer has not entered into or accepted the Agreement in reliance upon any representation, warranty or undertaking which is not set out or referred to in the Agreement.

*Restriction and Suspension of Transactions by the Bank.*

- 15.25 The Bank may, at any time and in any manner as the Bank in its sole and absolute discretion considers appropriate, without giving any reason and with or without notice to the Customer as the Bank determines and without liability whatsoever, restrict, delay, block, refuse to process and/or suspend any transaction or dealing transacted through or with the Bank or in connection with any of its Products and/or transactions on Account(s).

**SECTION B: TERMS & CONDITIONS GOVERNING ELECTRONIC SERVICES**

For the avoidance of doubt, the terms of this Section B apply in addition to and do not derogate from the terms set forth in Section A of these Terms.

## **1. PROVISION OF ELECTRONIC SERVICES**

1.1 The Bank may in its sole and absolute discretion make available to the Customer certain Electronic Services.

1.2 The Customer agrees that:

- (a) the Customer shall comply with all applicable guidelines, policies and conditions pertaining to the Electronic Services as may be issued by the Bank from time to time in its sole and absolute discretion;
- (b) the availability, functionality, scope, features and all other matters relating to the Electronic Services shall be determined by the Bank from time to time in its sole and absolute discretion;
- (c) the Electronic Services, including any online banking applications provided by the Bank thereunder, may use software and/or other technology, including that provided by third party providers, for identification purposes and/or detection of any computer virus or other malicious, destructive or corrupting code, agent, programme, macros or other software routine or hardware components designed to permit unauthorised access on any computer, hardware, system, software, application or device (including any Computer System or Access Credential) used to access any Electronic Services;
- (d) some content, software, products and services available from, accessible through or provided as part of, ancillary to or in conjunction with the Electronic Services may be provided by third party service providers or through the use of third party software and/or content and under no circumstances shall it be construed that the Bank is a party to any transaction between the Customer and such third party service providers or that such third party products, services, software, and/or content are provided by the Bank. The Customer further acknowledges that the access, use and/or purchase of such products, services, software and/or content may be subject to additional terms and conditions prescribed by the relevant third party, and hereby agrees to comply with and observe all such terms and conditions and where required by such third party, to execute any document containing such terms and conditions; and
- (e) the Customer shall bear all risks arising from the use of the Electronic Services, and also perform and ratify any contract entered into with or action taken by the Bank as the result of any communications from or purportedly from the Customer or otherwise referable to the Customer's or Authorised User's Access Credential or such other form or means of identification as may be specified by the Bank in its absolute discretion from time to time.

## **2. ACCOUNTS AND PRODUCTS**

### *Authorisation*

2.1 The Bank may rely on the authority of each Authorised User, or any person (whether authorised or unauthorised by the Customer) using the Customer's or Authorised User's Access Credential or such other form or means of identification as may be specified by the Bank in its sole and absolute discretion from time to time, to transmit Instructions on its behalf and to do any other act.

2.2 The Customer further agrees that:

- (a) whether actually authorised by, used and/or accessed by the Customer or not:

- (i) any use and/or access of the Electronic Services and/or Access Credentials shall be deemed the Customer's use; and
  - (ii) any Instructions identified by the Customer's or Authorised User's Access Credential(s) shall be deemed to be Instructions transmitted or validly issued by the Customer or Authorised User; and
- (b) the use of any Access Credential issued to, or otherwise used by, the Authorised User(s) by any person shall be binding on the Customer in respect of all transactions involving any and all of the Accounts linked through the Electronic Services.

*Statements of Account*

- 2.3 In addition, for savings or current Accounts, the Bank may also make available for viewing online the "Electronic Transaction History" in respect of such Account. Electronic Transaction History is provided for convenience only and shall not serve as a Statement of Account. In the event of any inconsistency between any Electronic Transaction History and a Statement of Account, the Statement of Account shall prevail.

**3. INTELLECTUAL PROPERTY**

- 3.1 Where applicable and subject always to the Customer's continuing and full compliance with the Agreement, the Bank hereby grants to the Customer, a personal, revocable, non-sublicensable, non-exclusive, non-transferable licence to use any Software for the purposes of making and receiving Instructions and/or using any Products.

- 3.2 The Customer acknowledges and agrees that the Bank has sole and exclusive ownership and rights including all Intellectual Property Rights in and to the Bank's Computer Systems, Electronic Services, Software, Access Credentials and any information, instructions, payment orders, messages and other communications transmitted by the Bank on the Customer's behalf, including, without limitation the Bank's website(s), and all contents and any updates thereof.

- 3.3 The Customer agrees that:

- (a) the Customer shall only use the Software in connection with the Agreement and in accordance with the Procedures and the Materials;
- (b) the Customer shall notify the Bank immediately if it becomes aware of any unauthorised use of the Software; and
- (c) the Customer shall not:
  - (i) alter or modify any Software;
  - (ii) reverse engineer, decompile, reverse input or disassemble the Software; or
  - (iii) assign, sub-licence, or otherwise transfer, publish or disclose the Software.

**4. COMMUNICATIONS AND INSTRUCTIONS**

- 4.1 The Customer agrees that the Bank shall not be obliged to investigate or verify and shall not be responsible nor liable for investigating or verifying:

- (a) the authenticity, the authority or the identity of any persons effecting:
  - (i) any use of or access to the Electronic Services referable to, and/or any Instructions identified by, the Customer's or Authorised User's Access

Credential or such other form or means of identification as may be specified by the Bank in its absolute discretion from time to time; or

(ii) any such use, access and/or Instructions initiated through software application, platform, website or other applications of a third party that the Bank has entered into arrangements with; or

(b) the authenticity, accuracy and completeness of such use, access and/or Instructions described in this Clause 4.1 of Section B.

4.2 Any transactions or operations made or performed or processed or effected by with or through the use of the Electronic Services after the relevant cut-off time prescribed by the Bank will be entered, shown or recorded in the books and records of the Bank in accordance with such timelines as the Bank may determine in its sole and absolute discretion.

## 5. EQUIPMENT

If in connection with the Agreement, the Customer operates equipment (including hardware and security devices), the Customer agrees that:

(a) it shall ensure the security, proper use and maintenance of the equipment;

(b) if the Bank supplies equipment:

(i) the Bank shall remain the owner; and

(ii) the Customer is responsible for equipment supplied by the Bank and shall:

(1) use it solely in the manner specified in the Materials and in connection with the relevant Product(s);

(2) not to remove or modify any name or other identifying mark on the equipment; and

(3) maintain any equipment supplied by the Bank (at the Customer's expense) according to the applicable installation and operating manuals and to applicable building and electrical and code requirements;

(c) if equipment not supplied by the Bank is to be used by the Customer:

(i) the Customer shall only use equipment of a type approved by the Bank; and

(ii) maintain equipment and use it in the manner specified in the Materials and Procedures and in connection with the relevant Product(s); and

(d) the Customer shall use all reasonable endeavours to ensure that equipment operated by the Customer (whether or not supplied by the Bank) is virus-free and that no virus will be transmitted from the equipment as a result of the Customer's use of the equipment.

## 6. ACCESS CREDENTIAL

6.1 Where applicable, any Access Credential may be made available by or on behalf of the Bank to the Customer and/or its Authorised User(s) who has applied to the Bank for the issue of the Access Credential in such manner as the Bank may deem appropriate and used in such manner as prescribed by the Bank from time to time at the Customer's own risk.



6.2 The Customer agrees that:

- (a) the Access Credential shall only be used by:
  - (i) the Authorised User of the Electronic Services to whom the Access Credential is made available to; or
  - (ii) such other Authorised User prescribed by the Bank;
- (b) if the Authorised User to whom the Access Credential is given, made available or prescribed by the Bank for use by such Authorised User, is no longer authorised to use the Access Credential, the Customer shall immediately notify the Bank and notwithstanding such notification, the Customer shall be liable for and indemnify the Bank against any transactions performed or effected by the Authorised User or any other person using the Access Credential issued, made available or prescribed by the Bank for use by any Authorised Users;
- (c) the Customer shall notify the Bank immediately upon receipt of any data and information through Electronic Services which is not intended for the Customer. The Customer agrees that all such data or information shall be deleted from the Customer's Computer System immediately;
- (d) the Customer shall, and shall procure its Authorised Users, exercise reasonable care to prevent the loss, disclosure or unauthorised use of any Access Credential (including any Physical Credential);
- (e) the Customer shall be responsible and liable for any disclosure or unauthorised use of, any Access Credential and/or any information of the Account(s) by the Customer or its Authorised User or any other person;
- (f) in the event the Physical Credential is lost, stolen, mislaid, disclosed, and/or the Access Credential is closed or discovered by any other party, the Customer shall immediately notify the Bank of the loss and/or immediately change the Access Credential; and
- (g) the Bank shall be entitled from time to time, in its sole and absolute discretion and without giving any reason whatsoever and without prior notice to the Customer, change, de-activate and/or revoke the use of the Access Credential and shall not be liable or responsible for any loss or damage suffered by or caused to the Customer or arising out of or connected with or by reason of such change, deactivation or revocation.

**7. ADDITIONAL DISCLAIMERS OF LIABILITY**

7.1 The Customer agrees that:

- (a) the Electronic Services, Software and Access Credentials are provided on an "As is" and "As available" basis with no warranty of any kind (whether implied or otherwise); and
- (b) no warranties, whether implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, satisfactory quality, accuracy, adequacy, completeness, timeliness, merchantability, freedom from computer virus or malicious code, currency, reliability, performance, security, fitness for a particular purpose, continued availability, or inter-operability with other systems or services, are given by the Bank in connection with the Electronic Services, Software, Access Credential(s), any communication, processing or transaction system provided and/or used by the Bank, and the information and materials contained in the Bank's website for accessing the Electronic Services, including text, graphics, links or other items.

- 7.2 While the Bank will use its best endeavours to ensure that all information transmitted using the Electronic Services is secure and cannot be accessed by unauthorised third parties, the Bank does not warrant the security of any information transmitted by or to the Customer using Electronic Services.
- 7.3 Without prejudice to the generality of the exclusions of liability in Section A and notwithstanding anything to the contrary in the Agreement, to the maximum extent permitted under Applicable Law, the Bank shall not be responsible or liable for any expense, loss, damage, liability or other consequences suffered or incurred by the Customer in connection with any Account or Product, including without limitation in connection with and/or arising from:
- (a) the Customer's use of or inability to use any Electronic Services and/or Access Credentials;
  - (b) any incompatibility, malfunction, delay, computer viruses or other malicious code, malfunction or breakdown in:
    - (i) the Electronic Services;
    - (ii) the Software;
    - (iii) any equipment supplied to the Customer by the Bank;
    - (iv) the Customer's Computer System or hardware or any other device; and/or
    - (v) any equipment, network, system, Computer System, or software (including any Access Credential) used in connection with Electronic Services, whether belonging to the Bank or not including but not limited to any electronic terminal, server or system, telecommunication device, connection, electricity, power supply, internet service, telecommunication or other communications network or system or any part of the electronic fund transfer system;
  - (c) the Bank's provision of Electronic Statement(s) and the Electronic Transaction History to the Customer;
  - (d) any use (whether or not authorised by the Customer), misuse or unauthorised use of any Access Credential and/or Electronic Services to do any act whatsoever;
  - (e) any loss, theft or disclosure of any Access Credential;
  - (f) any products, services, software and/or content obtained, and/or purchased from or rendered by any third party service provider(s)/parties available from, accessible through or provided as part of, ancillary to or in conjunction with the Electronic Services including without limitation any failure by such third party service provider(s)/parties to deliver, maintain and/or support the same;
  - (g) any unauthorised access to, destruction or alteration of Instructions or any other data or information transmitted or received through Electronic Services;
  - (h) any unauthentic, inaccurate, duplicated, incomplete, out-of-date and erroneous transmission of Instructions that might be transmitted through any media, or transmission by the Bank of any data or information through the Electronic Services, or the sharing of any information provided through the Electronic Services, by the Customer or its Authorised User; and/or

- (i) any failure by the Customer to follow the latest or current instructions, procedures and directions for using Electronic Services and/or any refusal by the Bank to act as a result thereof.

7.4 Where any Physical Credential issued by the Bank to a Customer is retained by or in any automated teller machine or any automated cash deposit machine or any card institution or other bank or financial institution or any electronic machines or any person approved by the Bank or is kept or retained by any card institution or bank of financial institution or by any person operating any electronic machines approved by the Bank, the Bank shall not be responsible or liable for any loss or damage suffered by the Customer or for any withdrawals or transactions made, performed, processed or effected with, by or through, the use or purported use of the Physical Credential issued by the Bank and the Bank shall only be liable to refund to the Customer the residual monetary face value of the Physical Credential returned to or received by the Bank at the date of such receipt.

## **8. ADDITIONAL INDEMNITIES**

Without prejudice to the generality of the indemnities given by the Customer in Section A, the Customer shall indemnify the Bank, its affiliates, subsidiaries, branches (regardless of jurisdiction), each member of the OCBC Group and their respective officers, employees, nominees and agents promptly on a full indemnity basis from and against all claims demands actions suits proceedings orders losses (direct or consequential) damages costs and expenses (including all duties, taxes and other levies and legal fees on a full indemnity basis) and any and all other liabilities of whatsoever nature or description howsoever arising which they may sustain or incur directly or indirectly in connection with the execution, performance or enforcement of the Agreement or any other agreement, any Account or Product, including without limitation:

- (a) the use of the Electronic Services, any Access Credential, any device through which any of the Electronic Services are accessed by the Customer, its Authorised User or any third party, or any sharing of any information provided through the Electronic Services, by the Customer or its Authorised User, including without any limitation, all liabilities, losses and damages arising from the access of any account information, transfer of any funds and/or performance of any banking transactions in connection with any Account(s) and/or the receipt or payment of any monies;
- (b) the access of any account information, transfer of any funds and/or performance of any banking transactions in connection with any Account(s) and/or the receipt or payment of any monies belonging to the Customer, whether or not authorised by the Customer;
- (c) the use, misuse or purported use or misuse of the Electronic Services, due to failure of software or failure of security or failure of computer peripherals not provided by the Bank; and/or
- (d) any computer viruses or other malicious, destructive or corrupting code, agent, programme, macros or other software routine or hardware components designed to permit unauthorised access introduced by the Customer, which may interfere with or compromise the security when using Electronic Services.

## **SECTION C: DEFINITIONS AND INTERPRETATION**

### **1. DEFINITIONS**

1.1 In these Terms the following words and expressions shall have the following meanings:

<b>Access Credential</b>	means any form of identification, token or device (whether electronic or otherwise), issued, prescribed and/or enrolled by or on behalf of the Bank for use by the Customer and/or its Authorised Users in accessing the Accounts, Products, Electronic Services and/or to facilitate any actions in connection thereto;
<b>Account</b>	means such account(s) which the Customer may have with the Bank (regardless of the country in which such account(s) was opened) whether alone or jointly with any other person(s) and includes savings account, current account, time deposits, structured deposits and any other type of account which may be offered by the Bank from time to time;
<b>Agreement</b>	means, subject to Clause 1 of Section A, these Terms, any applicable Product Addendum, any applicable Local Addendum and any applicable Documentation;
<b>Applicable Laws</b>	means, with respect to any person, any and all applicable constitutions, treaties, conventions, statutes, laws, by-laws, regulations, ordinances, codes, rules, rulings, judgments, rules of common law, orders, decrees, awards, injunctions or any form of decisions, determinations or requirements of or made or issued by, governmental, statutory, regulatory, administrative, supervisory or judicial authorities or bodies (including without limitation, any relevant stock exchange or securities council) or any court, arbitrator or tribunal with competent jurisdiction, regardless of jurisdiction, as amended or modified from time to time, and to which such person is subject, including without limitation such of the foregoing as relates to anti-money laundering and counter-financing of terrorism;
<b>Authorised User</b>	means a person for the time being authorised in writing by the Customer to operate, access and/or receive information relating to, any or all the Accounts;
<b>Bank</b>	means: <ul style="list-style-type: none"> <li>(i) in the context of a particular Account, the member of the OCBC Group or the relevant branch thereof with which such Account is or is to be opened; and</li> <li>(ii) in the context of a particular Product, the member of the OCBC Group or the relevant branch thereof which provides or is to provide such Product;</li> </ul>
<b>Bank Information</b>	means the Products, Software, Intellectual Property Rights, Materials, data and any information provided to or obtained by the Customer in connection with the Agreement;
<b>Business Day</b>	means a day on which the Bank is open for business in the jurisdiction(s) where the applicable Account is held or Product is provided and: <ul style="list-style-type: none"> <li>(i) where an Instruction or communication is being submitted, the jurisdiction to which such Instruction or communication is submitted;</li> </ul>

	(ii) where a payment is being made or received, the jurisdiction of the relevant currency; and
	(iii) where a payment is being made to a particular account, the jurisdiction in which that account is located;
<b>Computer System</b>	means any computer hardware or software or any equipment operated or process conducted wholly or partially by electronic means and includes information technology systems, telecommunications systems, automated systems and operations;
<b>Correspondence</b>	means any statement, advice, confirmation, notice, notification, demand and all other correspondence by the Bank under the Agreement;
<b>Customer</b>	means the person or persons named in the Documentation and its successors and permitted assigns;
<b>Documentation</b>	means any account opening form, application form or similar documentation (whether physical, electronic or otherwise) signed by or for and on behalf of the Customer in connection with the provision of one or more Accounts or Products as may be amended by the OCBC Group from time to time;
<b>Electronic Services</b>	means: <ul style="list-style-type: none"> <li>(a) any electronic and/or digital services, products, feature facilities and/or functionalities provided by the Bank to the Customer from time to time, including without limitation any card-related facilities, and any electronic computerised or telecommunication devices or modes of opening accounts; and/or</li> <li>(b) any application, software, website, or other digital tools provided by the Bank for Customers to access and/or use any Electronic Services, as well as including the services, functions, information and/or any other material (including without limitation data, databases, text, graphics, photographs, animations, audio, music, video, links, phone features or other content) displayed thereon, provided thereby or made available thereunder by or on behalf of the Bank;</li> </ul>
<b>Electronic Statement</b>	means any Statement of Account in electronic form;
<b>Electronic Transactions History</b>	means any record of the transactions performed in respect of Accounts, including without limitation savings or current Accounts, during a specified period;
<b>Foreign Currency</b>	means any currency other than the currency of the country in which the relevant Account is opened;
<b>Instructions</b>	means all instructions given (whether in person, by telephone, facsimile, email or any other electronic means (including through the Electronic Services) or otherwise), including without limitation the presentation of any Instrument or other payment instructions, to the

	Bank for or in connection with the operation of the Account(s) and/or Product(s);
<b>Instrument</b>	means any cheques, drafts, promissory notes, bills of exchange and other instructions or orders for payment or collection and instruments which are deposited with the Bank for collection;
<b>Intellectual Property Rights</b>	means throughout the world and for the duration of the rights: <ul style="list-style-type: none"> <li>(a) patents, trade marks, service marks, logos, get-up, trade names, brand names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, trade secrets, inventions, know-how, confidential, business, scientific, technical or product information and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect;</li> <li>(b) any other rights resulting from intellectual activity in the cybersecurity, commercial, industrial, scientific, literary and artistic fields and whether dealing with manufactured products or services;</li> <li>(c) rights under licences, consents, orders, statutes or otherwise in relation to a right under sub-paragraph (a) above;</li> <li>(d) rights of the same or similar effect or nature as or to those in sub-paragraphs (a) and (c) which now or in the future may subsist; and</li> <li>(e) the right to sue for infringements of any of the foregoing rights;</li> </ul>
<b>Internet</b>	means the ubiquitous global network of computers, telecommunications and software which facilitates communication, electronic or otherwise, between person(s) and machines;
<b>Internet Service Provider</b>	means any Internet access service provider and/or any other parties that provides Internet access to the Customer;
<b>Liabilities</b>	all monies owing by the Customer to the Bank howsoever arising and whether actual, contingent, primary, collateral, several or joint;
<b>Local Addendum</b>	means any addendum to these Terms documenting the local-specific terms and conditions applying to certain Account(s) and/or Product(s) as may be supplemented, amended, updated or replaced from time to time;
<b>Local Currency</b>	means the currency of the country in which the relevant Account is opened;
<b>Materials</b>	means any user guides, manuals, data, processes and other documentation supplied to the Customer which may be modified by the Bank from time to time;

<b>OCBC Group</b>	means Oversea-Chinese Banking Corporation Limited and its related corporations, as well as their respective branches, representatives and/or agents and shall include their successors and assigns;
<b>Physical Credential</b>	means any physical Access Credential;
<b>Pricing Guide</b>	means any document(s) (whether electronic or otherwise) published or made available by the Bank and/or communicated to the Customer that set out the charges to be imposed on the Customer by the Bank in certain circumstances;
<b>Procedures</b>	means any procedure and practice specified by the Bank from time to time in its sole and absolute discretion;
<b>Product</b>	means any product (including without limitation any banking products), service (including without limitation the Electronic Services and any banking services) and assistance provided by the Bank from time to time to the Customer on such terms and conditions as may be determined by the Bank in its sole and absolute discretion;
<b>Product Addendum</b>	means any addendum to these Terms documenting the specific terms and conditions applying to certain Product(s) as may be supplemented, amended, updated or replaced from time to time;
<b>Relevant Jurisdiction</b>	is defined in Clause 15.16 of Section A.
<b>Relevant Person</b>	means any bank, service providers, Internet Service Providers, digital certificate authority, certification authority, electronic, computer, telecommunications, financial or card institution involved in the Electronic Services from time to time and any person using (whether or not authorised) such Electronic Services;
<b>Restricted Person</b>	means, at any time: <ul style="list-style-type: none"> <li>(1) any person listed in any Sanctions related list of designated persons maintained by a Sanctions Authority;</li> <li>(2) any person operating, organised, resident, incorporated, registered or legally domiciled in a Sanctioned Country; or</li> <li>(3) any person controlled or majority owned by, or acting on behalf of or under the direction of, a person described in the foregoing subparagraph (1) or (2);</li> </ul>
<b>Sanctioned Country</b>	means, at any time, a country or territory which is the subject or target of any comprehensive or country-wide or territory-wide Sanctions, including but not limited to North Korea, Iran, Syria, Cuba and Crimea region of the Ukraine;
<b>Sanctions</b>	means any trade, economic or financial sanctions, embargoes or restrictive measures or related laws or regulations enacted, imposed, administered or enforced from time to time by:

- (a) the United States government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State;
- (b) the United Nations Security Council;
- (c) the European Union and any European Union member state;
- (d) the United Kingdom;
- (e) the Monetary Authority of Singapore; or

any other relevant government authority (including, for the avoidance of doubt, such government authority having jurisdiction over (i) the Customer and/or the Bank (whether based on jurisdiction of incorporation or place of trade, business or other operational activities) or (ii) transactions contemplated by this Agreement), (each, a "Sanctions Authority").

<b>Software</b>	means any software made available to the Customer by or on behalf of the Bank;
<b>Statement of Account</b>	means a statement of account, which may be in paper, electronic or such other form as the Bank may determine;
<b>Third Party</b>	means any independent contractor, agent or other person (including any intermediary or partner bank) wheresoever located which provides any service (including administration, information technology, payment, securities clearance, credit investigation or debt collection service) or product to or on behalf of any member of the OCBC Group; and
<b>Time Deposit</b>	refers to the fixed deposit placed by the Customer with the Bank.

## 2.

### INTERPRETATION

2.1 Unless otherwise specified or the context requires otherwise, in the Agreement:

- (a) any reference to "Terms", "Agreement", "Product Addendum", "Local Addendum" or "Documentation" includes all addendums thereto, and all amendments, additions and variations thereto;
- (b) a reference to a time of day is a reference to the time of date at the place where the relevant branch of the Bank or member of the OCBC Group is providing the relevant Product or holding the relevant Account;
- (c) words denoting the singular number shall include the plural and vice versa;
- (d) words importing persons shall include firms, corporations, partnerships, sole proprietors, consortiums, societies, associations, business units and such other organisations set up solely for business purposes;
- (e) any reference to a statute, statutory provision, law, by-laws, regulation, rule, decree, directive, statutory instrument or order includes a reference to any amendment, modification, consolidation, replacement or re-enactment of it for the time being in force



and all statutes, statutory provisions, laws, by-laws, regulations, rules, decrees, directives, statutory instruments or orders made or issued pursuant to it;

- (f) section headings, clause headings and sub-headings are for convenience only and shall not affect the construction of the Agreement;
- (g) without prejudice to the Customer's obligations under the Agreement to ensure that its communications and/or Instructions comply with certain procedural, security and other requirements, where a provision in the Agreement requires information or communications to be written, in writing, to be presented in writing or provides for certain consequences if it is not, an electronic record satisfies that requirement if the information contained therein is accessible so as to be usable for subsequent reference; and
- (h) the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words, and the words "include", "includes", "including" and similar expressions shall be deemed to be followed by the words "without limitation".

2.2 Unless otherwise specified or the context requires otherwise, in these Terms:

- (a) any reference to clauses and addendums are, unless otherwise provided, a reference to clauses of and addendums to these Terms; and
- (b) Section B shall not limit the construction of or prejudice the applicability and/or generality of Section A and the provisions of Section A shall also govern the provision of Electronic Services.





## **MALAYSIA COUNTRY ADDENDUM**

This document comprises a 'Country Addendum' as referred to and defined in the OCBC Business Account Terms and Conditions ("Terms"). It contains country-specific terms and conditions on which the Bank provides the Customer with Account(s) and/or Product(s) in Malaysia.

Unless otherwise defined in this Country Addendum, capitalised terms used in this Country Addendum shall have the meanings given to them in the Terms.

This Country Addendum supplements the Terms. Any conflict or inconsistency between this Country Addendum and the Terms shall be resolved by reference to Clause 15.4 of Section A of the Terms.

### **3. JOINT ACCOUNTHOLDERS**

- 3.1 The holders of a joint Account shall be jointly entitled to any deposit, investment or credit balance in the Account.
- 3.2 Upon notice of death of any one or more of the joint accountholders, the Bank shall be entitled to pay the deposit, credit balance or investment, as the case may be, to the survivor and if more than one survivor in their joint names. The Bank is authorised to set-off the indebtedness of any of the joint accountholders under any account with the Bank, upon giving 7 calendar days' notice to the surviving accountholder(s). The Bank may permit the surviving accountholder(s) to continue to operate the Account subject to terms and conditions.
- 3.3 All Instructions relating to the Account shall be given in writing (or by any other means permitted by the Bank) by all joint accountholders. All joint accountholders shall be jointly and severally liable for all transactions arising from such Instructions. If the Bank receives contradictory instructions, the Bank may choose to act only on the mandate of all the joint accountholders.

### **4. CHEQUES**

- 4.1 Where the Customer uses postal (including prepaid envelopes) or courier services to deliver any Instruments or documents to the Bank, the Customer accepts the risk of their delay or loss.
- 4.2 Foreign Instruments, money and postal orders may be received for collection but the proceeds will only be credited to or drawn from the Account, after receipt of payment by the Bank, unless the Customer has made prior arrangement with the Bank. The Bank may reject any Instruments which the Bank considers are irregular or have been altered notwithstanding that the alteration or irregularity may have been countersigned by the drawer. The Bank may reverse payment of any monies which are not intended for the Account.
- 4.3 All cheque books/cheque leaves should be kept in safe custody. The Customer shall notify the Bank immediately if any of the above is lost or of any unauthorised cheques when they became aware.
- 4.4 Cheques and negotiable instruments which have been dishonoured may be collected by the Customer or returned by post to the Customer at the Customer's own risk and expense.

### **5. DISCLOSURE**

- 5.1 Subject to the Customer's express instruction (if any) restricting disclosure:

- (a) the Customer acknowledges and agrees that the Customer's 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; and
- (b) the Customer expressly consents to the disclosure of the Information to the and for the purposes set out in the table below:

	<b>Parties whom information can be disclosed</b>	<b>Purposes/Circumstances for disclosure of Information</b>
(i)	The Bank's data processors and service providers, both within and outside Malaysia;	For the performance of services for the Bank.
(ii)	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.
(iii)	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.
(iv)	Third parties who intend to settle the Customer's indebtedness;	For settlement of the Customer's indebtedness.
(v)	Cagamas Berhad, Credit Guarantee Corporation (Malaysia) Berhad and other governmental agencies set up to acquire loans / financing or stand as guarantor for loans / financing;	For sale or proposed sale of loans/financing or to obtain guarantee for the loans / financing.
(vi)	Third parties (including Third Party Participants) with or through whom any of the Account transactions or any Products are provided, including but not limited to Malaysian Electronic Clearing Corporation Sdn Bhd (MyClear), Malaysian Electronic Payment System Sdn Bhd (MEPS), any merchants;	For compliance of applicable procedures, or for resolution of or negotiation over any claims or disputes or for handling queries arising from or in connection with any Account transactions or Products.
(vii)	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.
(viii)	The Customer's authorised agents, executor, administrator or legal representative; and	For management of the Customer's affairs.
(ix)	The Bank's assignees or acquirers, potential assignees or acquirers and successors-in-title.	For reorganisation including disposal of the whole or any part of the Bank's business.

- 5.2 The Customer, if an individual or unincorporated entity:
- (a) 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) purpose for which his personal data is collected;
    - (iii) his right to access his personal data and correct it;
    - (iv) the class of third parties to whom the Bank may disclose his personal data;
    - (v) the choices and means for limiting the processing of his personal data;
    - (vi) whether the personal data requested is obligatory or voluntary, and if obligatory, the consequences for not providing such data;
    - (vii) that he may update his personal data as soon as there are changes; and
    - (viii) the Bank's contact details if he wishes to make inquiries or give feedback; and
  - (b) subject to the Customer's express instruction (if any) restricting disclosure, consents to the Bank's disclosure of his personal data (limited to name and contact details) to organisations within the OCBC Group (in Malaysia) which are in an arrangement or alliance with the Bank, for the purpose of direct marketing of these organisations products and services. The Customer may at any time withdraw his or their consent for direct marketing of such products or services by written request to the Bank.
- 5.3 The Customer, if a company or statutory body or incorporated entity, warrants and represents to the Bank that:
- (a) the Customer 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 Products to the Customer;
  - (b) the Customer had informed them that the Bank may conduct credit checks, collect and verify their personal data with third party sources such as the relevant registrars, credit bureaus, 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 Account and Products and for the Bank's risk management and review;
  - (c) the Bank may disclose their personal data to classes of third parties described in the Bank's Privacy Policy; and
  - (d) the Customer had informed them to read the Bank's Privacy Policy posted in the Bank's website.
- 5.4 The Customer irrevocably consents and authorizes:
- (a) 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); and

- (b) the relevant 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 Products 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 CRAs.

5.5 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 permitted disclosure of information by the Bank, or the information given to the Bank being incorrect, erroneous or misstated.

## 6. **WARRANTY ON SOURCE OF DEPOSIT(S), AND FOREIGN ACCOUNT COMPLIANCE ACT OF THE UNITED STATES AND COMMON REPORTING STANDARDS**

6.1 The Accounts and Products 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. The Customer shall at all times comply with all laws and regulations (including the foreign exchange administration laws and regulations, the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and tax laws) of the jurisdiction, binding upon or applicable to the Customer.

6.2 For the Bank's compliance with any taxation related law, regulations or authorities' directions or orders, including those related to the Foreign Account Tax Compliance Act of the United States ("**FATCA**"), and Standard for Automatic Exchange of Financial Account Information in Tax Matters developed by the Organisation for Economic Co-operation and Development ("**CRS**"), the Customer:

- (a) shall promptly make and procure the Relevant Person to make such declaration, provide all documents and information to the Bank, and notify the Bank of any changes thereto;
- (b) confirms that the Customer has procured the consent of a Relevant Person for disclosure by the Bank of the Relevant Person's information to any regulatory bodies, government agencies, tax authorities, the police, law enforcement bodies and courts, both within and outside Malaysia, including pursuant to the FATCA and CRS; and
- (c) agrees that the Bank may directly require (without involving the Customer) any Relevant Person to (i) provide or confirm the Relevant Person's information; and (ii) agree to any disclosure and / or waive any applicable restriction on disclosure;

Without prejudice to any of its other rights and remedies, the Bank shall be entitled to deduct from and/or withhold part of any amounts payable by the Bank in the event of the Customer's or Relevant Person's non-compliance with the aforesaid provisions.

## 7. **DISPUTES**

7.1 Notice of any dispute and enquiry shall be served 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;
- (b) accessing the "Contact Us" icon on the Bank's website;
- (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.

7.2 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.

7.3 All disputes will be investigated by the Bank. Upon conclusion of the investigation, the Bank may credit to or debit from the relevant Account(s) and reflect in the following month's statements or records. If a dispute is found to be false, it 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.

## **8. ELECTRONIC SERVICES**

8.1 Where the Customer subscribes to any Product which authorizes the transmission of Instructions (including, but not limited to, SWIFT messages) from any third party institution to be received by the Bank and such Instruction is made accessible through Internet Business Banking Services, the Customer:

(a) authorizes the Bank to receive such Instruction from the third party institution;

(b) warrants and represents that:

(i) the receipt by the Bank of such Instruction and the access thereto via Electronic Services will not amount to a breach of confidentiality or banking secrecy; and

(ii) the Customer is legally entitled to receive such Instruction.

8.2 Dispute Resolution (Applicable to Individuals, Micro and Small Enterprises as defined in Bank Negara Malaysia's Circular on New Definition of Small and Medium Enterprises (SMES)):

Without prejudice to any other terms and conditions in this Agreement, the following additional terms and conditions shall apply in relation to the Bank's provision of Electronic Services:

(a) The Bank will respond to Customer's complaint within 14 days (or such other period as the Bank may inform the Customer of) from date of receipt.

(b) Where the Bank is unable to respond within 14 days, it will notify the Customer in writing of the need for an extension of time to reply. The Customer can appeal to the senior management of the Bank or to the Ombudsman for Financial Services (formerly known as Financial Mediation Bureau), if he is still not satisfied with the outcome of the complaint.

(c) The complaint letter must be sent to the following address or the Customer may call the number below or such other address or contact numbers as the Bank may notify the Customer:

Service Transformation Department,

OCBC Bank (Malaysia) Berhad,

Level 2, Menara OCBC,

No. 18, Jalan Tun Perak,

50050 Kuala Lumpur, Malaysia.

Telephone No: 03-8317 5000 (For consumer banking customers)

Telephone No: 1-300 88 7000 (For business & corporate banking customers)

## 9. LANGUAGE

9.1 This Terms and Conditions is provided in English and Bahasa Melayu, and in the event of inconsistency or conflict between the two versions, the English text will prevail.

## 10. DEFINITIONS

10.1 In this Country Addendum, the following words and expressions shall have the following meanings:

**CRA** means any credit reporting agency (as defined under the Credit Reporting Agencies Act, 2010);

**Information** means any personal or corporate data, including without limitation data in relation to the Customer's account details and the Customer's relationship with the Bank;

**Privacy Policy** means the Bank's privacy policy, which is accessible at <https://www.ocbc.com.my/personal-banking/security-privacy.html>, as may be supplemented, amended, updated or replaced from time to time;

**Relevant Person** means:

(a) for FATCA, to a "Consenting Person", which means any person including the Customer, Substantial Owners, Controlling Persons of the Customer, any persons who is beneficially interested or financially interested in payments from the Bank. A "Substantial Owner" means (a) with respect to a corporate or entity, certain persons that directly or indirectly own more than 25% of the corporation's stock (by vote or value), (b) with respect to a partnership, certain persons that directly or indirectly own more than 25% of the profits or capital interests in the partnership, and (c) with respect to a trust, certain persons treated as the owner of the trust or treated as holding directly or indirectly more than 25% of the beneficial interests of the trust. A "Controlling Person" means any individual who exercises ultimate effective control over an entity or trust; and

(b) for CRS, the Customer and/or a "Controlling Person", which means any natural person who exercises control over a legal person or a legal arrangement, such as a corporation, partnership, trust or foundation. For a trust, such term means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust. For a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term "Controlling Person" must be interpreted in a manner consistent with the Financial Action Task Force Recommendations. Where no natural person(s) is/are identified as exercising control of the entity through ownership interests, the controlling person of the entity is



taken to be the natural person who holds the position of senior managing official;

**SWIFT** means Society for Worldwide Interbank Financial Telecommunication; and

**Third Party Participants** means any third parties participating in the communications, processing or transaction system, including but not limited to Payment Network Malaysia Sdn Bhd (PayNet) and SWIFT.

10.2 Unless the context requires otherwise, in this Country Addendum, any reference to clauses and addendums are, unless otherwise provided, a reference to clauses of and addendums to this Country Addendum.



## MALAYSIA PRODUCT ADDENDUM

This document comprises a "Product Addendum" as referred to and defined in the OCBC Business Account Terms and Conditions ("Terms"). It contains additional account-specific and product-specific terms and conditions on which the Bank may, upon the approval of the Customer's application, provide the Customer with the respective Account(s) and/or Product(s) listed in this Product Addendum in Malaysia in accordance with the Bank's latest instructions, procedures, directions.

Unless otherwise defined in this Product Addendum, capitalized terms used in this Product Addendum shall have the meanings given to them in the Terms and Country Addendum.

This Product Addendum supplements the Terms and the Country Addendum, and to the extent indicated below amends, the Terms and/or the Country Addendum, and forms part of the Terms and Country Addendum. Any conflict or inconsistency between this Product Addendum, the Terms and/or Country Addendum shall be resolved by reference to Clause 15.4 of Section A of the Terms.

### 11. CURRENT ACCOUNT

#### *Current/Chequeing Account/ Current Account-i*

11.1 The Bank reserves the right to dishonour any cheques issued by the Customer if there are insufficient funds in the Customer's Account ("**Bad Cheque**"). The Bank may close or impose restrictions/conditions on all or any of the Accounts if not conducted satisfactorily or has been listed with the Dishonoured Cheques Information System or with any credit bureau or any organisation or corporation.

11.2 The notice period to terminate the Account or utilisation of any of the Services shall be at least 30 days.

11.3 Islamic current accounts are based on relevant Shariah principles. This clause is to be read together with Islamic Products Addendum.

#### *Interest/Profit Bearing Current Account*

11.4 The Bank may from time to time specify the eligibility criteria, the interest/profit rate and the account/i balance threshold for IBCA and may by notice vary any of these items including terminating the interest/profit bearing feature for Customers, without assigning any reason.

### 12. FOREIGN CURRENCY ACCOUNT

#### *General Terms for the Foreign Currency Account*

12.1 The terms and conditions under this Clause 12 is applicable for any FCA opened with the Bank.

12.2 The Customer will comply with all the following conditions, overnight limits and regulations which are subject to change by Bank Negara Malaysia from time to time. The Bank may impose any other conditions and/or overnight limits for purpose of controlling and monitoring.

12.3 The Customer is required to notify the Bank of the following in the operation of any FCA:

- (a) of change in the volume of export proceeds in the case of exporters, change in the qualifying conditions that affect the prescribed overnight

limits and any breach of the qualifying conditions and/or overnight limits imposed by Bank Negara Malaysia; and

- (b) prior to the remittance by telegraphic/mail/electronic transfers or otherwise of any proceeds to the Customer's FCA.

- 12.4 The opening and operation of the FCA is also subject to the banking practices and laws of Malaysia, Notices on Foreign Exchange Administration Rules issued pursuant to Section 214 of the Financial Services Act 2013 (or Section 225 of the Islamic Financial Services Act 2013), rules of the Association of Banks in Malaysia and The Association of Islamic Banking and Financial Institutions Malaysia, and the rules and regulations of other regulatory bodies.

*Foreign Currency Call Account/ Foreign Currency Call Account-i*

- 12.5 No inter-branch transactions or overdrawing are allowed on the FCCA. Withdrawals may be made by giving not less than 24-hours' notice in writing (or by such other means permitted by the Bank).

*Foreign Currency Time Deposit Account / Foreign Currency Time Deposit Account-i*

- 12.6 An FCTDA may be opened in any currency other than Ringgit Malaysia, acceptable to the Bank. Deposits into the FCTDA will be for a term and rate as agreed with the Bank. The Bank reserves the right to impose limits on the amounts and term of deposit.

- 12.7 FCTDA-i is based on the relevant Shariah principles. This clause is to be read together with Islamic Products Addendum.

- 12.8 Withdrawal of deposits can be made only on maturity and at the branch of deposit. The Bank may allow premature withdrawal of deposits but any loss/penalty/rebate charges for such withdrawals shall be borne/given by the Customer.

- 12.9 Withdrawals may be made by giving not less than two (2) Business Days (or such other period as may be stipulated by the Bank) before maturity.

- 12.10 The Bank is under no obligation to renew the term of the deposit or to remit such matured sums to the Customer or to any of his accounts until instructions are given by Customer.

- 12.11 If the maturity date falls on a non-Business Day, any renewal/disposal instructions by the Customer will be carried out on the next Business Day.

**13. HOUSING DEVELOPMENT ACCOUNT / HOUSING DEVELOPMENT ACCOUNT-I**

- 13.1 The Customer agrees that the HDA/HDA-i shall be operated in accordance with the Rules and Regulations for the control and regulation of such accounts under the laws governing housing developers in West Malaysia, Sabah and Sarawak.

- 13.2 HDA-i is based on the relevant Shariah principles. This clause is to be read together with Islamic Products Addendum.

- 13.3 The HDA/HDA-i is a non-chequeing current account i.e. there will be no cheque book issued by the Bank for the HDA/HDA-i.

- 13.4 All withdrawals from the HDA/HDA-i shall be supported by such certification and documents as required by the Rules and Regulations together with the duly completed withdrawal application form and within such limits as may be imposed by the Rules and Regulations.

- 13.5 The Customer may with approval in writing from the controlling authority under the applicable Rules and Regulations:-

- (a) withdraw all (surplus) monies in the HDA/HDA-i without closing the HDA/HDA-i; or
- (b) withdraw all monies and close the HDA/HDA-i.

#### **14. SHORT TERM MONEY MARKET DEPOSITS ACCOUNT / SHORT TERM TREASURY DEPOSIT ACCOUNT**

- 14.1 An STMMDA /STTD-i may be opened with not less than the minimum cash deposit in Ringgit Malaysia ("**Deposit(s)**"), as determined by the Bank from time to time.
- 14.2 STTD-i is based on the relevant Shariah principles. This clause is to be read together with Islamic Products Addendum.
- 14.3 The tenure of each Deposit(s) may range from overnight up to a maximum of three (3) calendar months or such other tenure fixed by the Bank from time to time.
- 14.4 The prevailing interest/profit rate for the Deposit(s) is available on request at any branch or from the Bank's dedicated money market dealers and these rates may also be displayed at the Bank's website. These rates may fluctuate from day to day and may also fluctuate intraday and the Bank is under no obligation to hold the rate.
- 14.5 The Bank is the calculation agent to determine the interest/profit amount payable on the Deposit(s). The interest/profit rate once determined by the Bank and accepted by the Customer will be fixed at that rate throughout the period of the Deposit.
- 14.6 The Deposit(s) period for interest/profit computation shall be adjusted for any expected or unexpected holidays.

#### **15. BUSINESS ACCESS (BA) / BUSINESS ACCESS-i**

- 15.1 A newly opened BA/i must have a minimum initial deposit/account ledger balance as determined by the Bank from time to time, unless an exception is allowed at the Bank's sole discretion for the BA/i to be topped up within ninety (90) days ("Time Limit") from the date of BA/i opening. If the BA/i balance remains zero after the Time Limit, the customer loses the eligibility for BA/i, and the Bank has the right to terminate the BA/i with prior notice to the customer.
- 15.2 The Bank reserves all rights to review eligibility of a customer for BA/i from time to time. Losing of eligibility reverts the features and pricing of the customer's CA/i and related services to the usual and prevailing Bank's standard/counter rates. Any promotional interest/profit for CA/i will become unavailable for each day on or after eligibility is lost. The Bank reserves the right to demand at its sole discretion repayment/payment of the promotional interest/profit paid for every ineligible day.
- 15.3 BA/i is not valid in conjunction with any other promotions, special offers, campaigns, programmes, etc. by the Bank.

#### **16. BUSINESS SIGNATURE (BS) /BUSINESS SIGNATURE-i**

- 16.1 A newly opened BS/i must have a minimum initial deposit/account ledger balance as determined by the Bank from time to time, unless an exception is allowed at the Bank's sole discretion for the BS/i to be topped up within ninety (90) days ("Time Limit") from the date of BS/i opening. If the BS/i balance remains zero after the Time Limit, the customer loses the eligibility for BS/i, and the Bank has the right to terminate the BS/i with prior notice to the customer.

- 16.2 The Bank reserves all rights to review eligibility of a customer for BS/i from time to time. Losing of eligibility reverts the features and pricing of the customer's CA/i and related services to the usual and prevailing Bank's standard/counter rates. Any promotional interest/profit for CA/i will become unavailable for each day on or after eligibility is lost. The Bank reserves the right to demand at its sole discretion repayment/payment of the promotional interest/profit paid for every ineligible day.
- 16.3 BS/i is not valid in conjunction with any other promotions, special offers, campaigns, programmes, etc. by the Bank.
- 17. OCBC VELOCITY AND OCBC BUSINESS MOBILE BANKING SERVICE (INTERNET BUSINESS BANKING SERVICES)**
- 17.1 Internet Business Banking Services facilitate 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.
- 17.2 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.
- 17.3 The Customer agrees to the procedures and practices, including but without limitation the use of verification codes, encryption, passwords, SMS OTPs, 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.
- 17.4 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 such reference number as may be recognized by the Bank's or PayNet's systems (whichever applicable), such as the account number or whichever of the following as may be relevant and applicable : (a) in the case of an individual, a mobile number, Malaysian identity card number, passport number, army number or police number; or (b) in the case of an incorporated or unincorporated entity, business or company registration number, biller code or (c) any other common identifiers as may be introduced from time to time by PayNet. Any other information keyed in by the Customer, such as the name of the accountholder, is for the Customer's own reference only and will not be used to verify or authenticate the identity of the accountholder.
- 17.5 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.

- 17.6 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.
- 17.7 Access to the OCBC Business Mobile Banking Service on a Mobile Device will require the Customer to download and use mobile application(s) from designated mobile application store(s). The Customer shall read and understand the terms and conditions which apply, before downloading the mobile application(s) from the mobile application store(s). The Customer shall be fully responsible to understand the functions, security standards and risks of the mobile application(s) and shall refrain from any act or omission which may compromise the Customer's access to the OCBC Business Mobile Banking Service, such as a Mobile Device which contains any application(s) or software which are not authorized by the manufacturer(s) of the Mobile Device. The Customer shall be responsible to update the mobile application(s) to such latest version as may be made available to the Customer from time to time, failing which the OCBC Business Mobile Banking Service may not function optimally or at all or may become susceptible to security risks, and the Bank shall not be liable for any loss or damage arising therefrom. The Bank shall not be obliged to process any Instructions or allow access to OCBC Business Mobile Banking Service where the Customer fails to update to the latest mobile application(s) made available for the Customer.
- 17.8 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 Internet Business Banking Services, 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 Internet Business Banking Services 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.

## **18. OCBC ONETOUCH™ AND OCBC ONELOOK SERVICE**

- 18.1 OCBC OneTouch™/OCBC OneLook Service is (i) for the purpose of accessing information about the Customer's Account(s) as may be made available by the Bank from time to time, or (ii) for the purpose of carrying out transactions from the Customer's Account(s) (subject to any applicable limits or conditions as may be prescribed by the Bank from time to time). A Customer is required to activate the OCBC OneTouch™/OCBC OneLook Service for use on a Mobile Device with Fingerprint/Face Recognition Features in accordance with the Bank's latest instructions, procedures and directions. Upon successful activation, the Mobile Device will be registered by the Bank as the Registered Mobile Device.

- 18.2 The Customer agrees that OCBC OneTouch™/OCBC OneLook Service relies on Fingerprint/Face Recognition Features which are proprietary to third parties, and that use of the OCBC OneTouch™/OCBC OneLook Service shall be in accordance with the applicable terms and conditions of the third party manufacturer(s) / developer(s) / provider(s) of the relevant Fingerprint/Face Recognition Features. The Customer shall read and understand the functions, security standards and risks of the Fingerprint/Face Recognition Features, and the Customer represents and warrant that the Customer has read and is agreeable with the applicable terms and conditions before activating a Mobile Device for registration for OCBC OneTouch™/OCBC OneLook Service. The Bank gives no representation and warranty on the merchantability quality, fitness for purpose or usefulness of the Fingerprint/Face Recognition Features or the Mobile Device and expressly disclaims all liability for any loss or damage arising directly or indirectly in connection with the use of any Fingerprint/Face Recognition Features or Mobile Device in conjunction with the OCBC OneTouch™/OCBC OneLook Service.
- 18.3 All fingerprint/face data captured by the Fingerprint/Face Recognition Features is only stored on the Registered Mobile Device and not transmitted to the Bank. The fingerprint/face reading and verification are processed by the Registered Mobile Device without reference to the Bank. Once the fingerprint/face is read and verified by the Registered Mobile Device, access to the Customer's account information will be granted and/or transactions from the Customer's Account(s) will be effected or carried out via the OCBC OneTouch™ / OCBC OneLook Service (subject to any applicable limits or conditions as may be prescribed by the Bank from time to time). Where the Fingerprint/Face Recognition Features allow the Registered Mobile Device to capture and store a few persons' fingerprint/face data, those few persons whose fingerprints are captured and stored will be allowed access to the Customer's account information and/or to carry out transactions from the Customer's Account(s). A Customer may only use the OCBC OneTouch™ / OCBC OneLook Service on one Registered Mobile Device, if a second Mobile Device is activated and registered as a Registered Mobile Device, the Registered Mobile Device later in time will replace and disable the earlier Registered Mobile Device for access to the OCBC OneTouch™ / OCBC OneLook Service.
- 18.4 The Bank does not and owes no duty to verify that the fingerprint(s)/face(s) captured and stored on the Registered Mobile Device is/are that of the Authorised User(s) of the Customer. The Customer shall be solely and fully responsible to ensure that the Registered Mobile Device does not come into the possession or control of anyone who is not authorized to access the OCBC OneTouch™/OCBC OneLook Service in respect of the Customer's account information or to carry out transactions from the Customer's account, that all fingerprint(s)/face(s) captured and stored on the Registered Mobile Device is/are that of the Authorized User(s) of the Customer and that all unauthorized fingerprint(s)/face(s) is/are effectively removed or deleted from the Registered Mobile Device. The Customer represents and warrants that all use of and access to the OCBC OneTouch™/OCBC OneLook Service using a Registered Mobile Device are only used or accessed by the Customer through its Authorised User(s) and the Customers acknowledges that the Bank acts in reliance on the Customer's representation and warranty when the Bank provides the OCBC OneTouch™/OCBC OneLook Service to the Customer. The Bank shall not be liable for any loss or damage arising from or in connection with the unauthorized use of the Fingerprint/Face Recognition Features, the Mobile Device or Registered Mobile Device.
- 18.5 The Customer acknowledges and agrees that the OCBC OneTouch™/OCBC OneLook Service may not be accessible due to system maintenance or reasons beyond control of the Bank. The Bank may from time to time upgrade, modify, suspend or alter part or the whole of the OCBC OneTouch™/OCBC OneLook Service and the Bank shall not be liable if any such upgrade, modification, suspension or alteration to OCBC OneTouch™/OCBC OneLook Service prevents the Customer from accessing the OCBC OneTouch™/OCBC OneLook Service.

- 18.6 Without prejudice to the foregoing, the Customer's use of the OCBC OneTouch™/OCBC OneLook Service or the Customer's request in relation to the processing of or any other matter relating to any OCBC OneTouch™/OCBC OneLook Service ("Request") or the acceptance by the Bank of the Customer's submission of a Request do not amount to any representation or warranty by the Bank that the OCBC OneTouch™/OCBC OneLook Service will meet the Customer's requirements, or that the OCBC OneTouch™/OneLook Service 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 Customer's use of the OCBC OneTouch™/OCBC OneLook Service or the Bank's processing of any Request will be uninterrupted and timely.
- 18.7 The Bank shall not be liable and the Customer agrees to indemnify the Bank against any losses, damages, claims, liabilities, fees (including legal fees on an indemnity basis), charges and expenses whatsoever and howsoever arising, which may be incurred by the Bank in connection with the OCBC OneTouch™/OCBC OneLook Service including but not limited to any improper or unauthorized use of the OCBC OneTouch™/OCBC OneLook Service or the application by the Customer, any act or omission by any relevant mobile or ISPs, any delay or failure in any transmission, despatch or communication facilities which is not attributable to the Bank's negligence or any breach of these terms and conditions by the Customer.
- 18.8 To the extent that any of the limitations set out above are not permitted by law, the Bank's liability to the Customer arising from or in respect of each Request, whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any and all losses, damages or liabilities caused by or arising from or in relation to the Bank's provision of the OCBC OneTouch™/OCBC OneLook Service shall not exceed the value of such Request.
- 18.9 The Customer acknowledges that any information pertaining to the Customer's Account(s) as reported through the OCBC OneTouch™/OCBC OneLook Service may not always be completely up to date as there may be instructions and/or transactions which, without limit to the generality of the foregoing, have only been provisionally credited as uncleared effects (which may be altered or reversed by the Bank if not cleared), have yet to be processed by the Bank, require verification of the Bank, or are in progress. The Customer agrees that the Account balances as reported through the OCBC OneTouch™/OCBC OneLook Service shall not for any purpose whatsoever be taken as conclusive of the Customer's Account balances with the Bank.
- 18.10 The Bank reserves the right to suspend or terminate the Customer's right of access to the OCBC OneTouch™/OCBC OneLook Service should the Customer cease to maintain any Account with the Bank which can be accessed via the OCBC OneTouch™/OCBC OneLook Service or should the Customer's access to such Account(s) be restricted by the Bank or any other party for any reason.
- 18.11 The customer may proceed to access the OCBC Business Mobile Banking Service, subject to the terms and conditions above governing such access.

## **19. HOST-TO-HOST@OCBC**

- 19.1 H2H@ocbc facilitates the transmission of information, instructions, payment orders, messages and other communications (each a "Communication") between the Customer's computer server to the Bank's computer server via internet connectivity.
- 19.2 The Customer is required to install and implement a digital data encryption programme to encrypt the Communications before the same are transmitted to the Bank via internet connectivity under H2H@ocbc. The encryption programme must fulfill the minimum requirements as prescribed by the Bank from time to time ("**File Encryption Software**"). The Customer shall independently assess and decide whether the security standard of the File Encryption Software meets the Customer's own security standard and requirements.



- 19.3 The File Encryption Software is developed and owned by third party(ies) and the Customer shall arrange with the rightful owner(s) for licencing rights to install and use the File Encryption Software. The Customer shall be fully responsible to install, implement and maintain its own infrastructure to ensure that the File Encryption Software functions as intended at all times. The Bank may recommend or approve the use of any File Encryption Software. Notwithstanding such recommendation or approval, the Bank does not give any warranty in respect of any File Encryption Software including but not limited to warranty of usefulness or fitness for purpose, merchantability quality or that the File Encryption Software will function as intended. The Customer shall liaise directly with the File Encryption Software owner(s) or developer(s) for any malfunction, defect or disclosure of information or other issue arising from or in connection with the File Encryption Software.
- 19.4 The Customer is responsible for the safe and secure preparation, encryption and transmission of the Instructions to the Bank as follows:
- (a) The Customer shall ensure that it has effective internal processes and procedures to ensure that only duly authorized officers have access to prepare and make the Communications for transmission to the Bank, including but not limited to the use of verification codes, encryption, passwords, digital signatures and certificates, and other security devices, systems and software designed to verify and authorize access only to the Customer's duly authorized officers.
  - (b) The Customer shall safeguard the encryption key generation process and custody and storage of encryption keys from unauthorized use, access or modification of the File Encryption Software to transmit Instructions to the Bank.
  - (c) The Customer shall be responsible to ensure that all Instructions are duly encrypted using the File Encryption Software, before transmission to the Bank via internet connectivity. Any Instructions which are not duly encrypted using the File Encryption Software may be rejected by the Bank and will not be processed. The Bank shall not be liable to the Customer for any loss, damage, claim, liability, cost and expense arising from the Customer transmitting any Communication to the Bank without first duly encrypting the same using the File Encryption Software.
- 19.5 The Customer represents and warrants that:
- (a) the contents of all Communications are true, correct, duly authorized by the Customer and the Bank shall be entitled to act on such Communications without verification with the Customer as to the correctness, accuracy, integrity and authenticity of, or authorization for, such Communications; and
  - (b) the Communications are free from virus, trojan horse, worm, bot and/or macro or other harmful components which may corrupt or modify any part of the Instructions or cause any harm or loss and damage to the Bank or its systems in any way whatsoever.
- 19.6 The Customer acknowledges that the Bank provides the H2H@ocbc Service in reliance on the representations and warranties above, and the Customer shall indemnify the Bank fully from and against all loss, damage, claim, liability, cost and expense arising from the Customer's breach of any of the above representations and warranties.
- 19.7 The Communications shall be considered received by the Bank only upon the Bank issuing a notification acknowledging its receipt of such Instructions, regardless of when such Communications are actually sent by the Customer.

- 19.8 The Customer acknowledges the risks inherent in transmitting Instructions through the internet and assumes such risks without recourse to the Bank save and except if the Bank had been negligent or had acted in wilful default. Such risks include:
- (a) the Communications may be intercepted or diverted by third party(ies) and may not reach the Bank; and
  - (b) the Communications may be accessed and/or modified by third party(ies) notwithstanding the encryption.
- 19.9 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, damage, cost or expense suffered by the Customer if the Bank does not or is unable to recall, cancel or amend 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.
- 19.10 The Customer shall be fully and solely liable to ensure that changes in or upgrades to:
- (a) the Customer's computer hardware, software or systems; and
  - (b) the File Encryption Software
- will not result in any form of distortion or modification to any of the Instructions and will not adversely affect the proper functioning of the H2H@ocbc Service. The Bank will act on the Communications received by the Bank without verification with the Customer and the Bank shall not be liable for any loss or damage arising from or in connection with any such changes or upgrades.
- 19.11 The Bank shall not be liable or responsible for any losses, damages, claims, liabilities or expenses suffered by the Customer as a result of any malfunction of any equipment, system, software or computer systems or any loss or damage caused by any equipment, the internet or network service providers or their agents or sub-contractors. The Bank does not make any warranty, express or implied, in respect of any software, equipment or computer system in connection with H2H@ocbc, including that such software, equipment or computer system is error free or defect free or compatible with any other equipment or other software not provided by the Bank.
- 19.12 The Customer 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 Bank acting on Communications received from the Customer, and the Customer shall pay such sums on demand.
- 19.13 The Customer may authorize third party agent(s) or service provider(s) ("Customer's Agent(s)") to make, send and receive the Communications for and on behalf of the Customer, under H2H@ocbc Service subscribed by the Customer and effected in respect of the Customer's Account(s).
- 19.14 The Customer is solely responsible to, and shall independently, assess and decide on the suitability and reliability of authorizing the Customer's Agent(s) to make and send the Communications to the Bank, as well as to receive the Communications from the Bank. This includes but is not limited to the Customer's assessment of the Customer's Agent(s)'s security standards, internal processes and procedures and capabilities (or limitations) to install, implement and maintain its infrastructure to support functioning of H2H@ocbc Service.

- 19.15 Notwithstanding the authority given to the Customer's Agent(s) to make, send and receive the Communications and the Communications are made, sent and received by the Customer's Agent(s), the Customer continues to be fully liable under these Terms and Conditions. The Customer shall ensure and procure that the Customer's Agent(s) performs the duties and obligations imposed on the Customer under these Terms and Conditions, so as not to cause the Customer to breach any of its duties and obligations. If the Customer's Agent(s) acts or omits to act in breach of any of these Terms and Conditions, the Customer as the principal shall be bound by and fully liable for all breaches by the Customer's Agent(s), as if the Customer itself had committed such breaches.
- (a) The Customer shall ensure and procure that the Customer's Agent(s) shall install and implement the File Encryption Software and to install, implement and maintain the Customer's Agent(s)'s infrastructure to ensure that the File Encryption Software functions as intended, to the same extent imposed on the Customer in these Terms and Conditions.
  - (b) The Customer shall ensure and procure that the Customer's Agent(s) shall take the same steps imposed on the Customer in these Terms and Conditions, for the safe and secure preparation, encryption and transmission of the Communications to the Bank.
  - (c) All duties and obligations imposed on the Customer shall be performed by the Customer acting through the Customer's Agent(s), failing which all breaches shall be attributed to the Customer.
- 19.16 The Customer acknowledges that the Customer's Agent(s) shall be solely responsible to ensure the correctness and accuracy of the Communications. The Customer represents and warrants that the Bank shall be entitled to act on and process all Communications received by the Bank from the Customer's Agent(s) on the basis that such Communications are true, correct and duly authorized by the Customer, without verification with either the Customer or the Customer's Agent(s). The Customer shall not hold the Bank liable for any loss or damage suffered or sustained by the Customer arising from or in connection with any act or omission by the Customer's Agent(s) in the making, sending and receiving of the Communications.
- 19.17 Where the Customer's authorized officer(s) is/are required to approve any of the Communications made and/or sent by the Customer's Agent(s), the Customer acknowledges that the Customer's authorized officer(s) shall be solely responsible to ensure the correctness and accuracy of the Communications made by the Customer's Agent(s). The Customer represents and warrants that the Bank:
- (a) shall be entitled to act on and process the Communications approved by the Customer's authorized officer(s), without verification with the Customer or the Customer's Agent(s); and
  - (b) shall be entitled to not process the Communications rejected by or not approved by the Customer's authorized officer(s), without verification with the Customer or the Customer's Agent(s).

The Customer shall not hold the Bank liable for any loss or damage sustained by the Customer in connection with the Customer's authorized officer(s) having approved, rejected, delayed or omitted to approve or reject any Communications made and/or sent by the Customer's Agent(s). The Bank may at its discretion notify the Customer on the nature and type of Communications made and/or sent by the Customer's Agent(s) which are subject to approval by the Customer's authorized officer(s), before being processed by the Bank.

- 19.18 The Customer consents to and authorizes the Bank to receive the Communications from the Customer's Agent(s) and to send the Communications containing the Information to the Customer's Agent(s). The Customer represents and warrants that the Customer's Agent(s) is duly empowered and authorized by the Customer to access and process the Information contained in the Communications, and the Bank need not enquire into the nature and extent of the power and authority of the Customer's Agent(s).
- 19.19 The Customer acknowledges that the Bank shall not be concerned with any agreement between the Customer and the Customer's Agent(s) on the use of any application(s), software(s) or tool(s) provided by or through the Customer's Agent(s) for purposes to prepare, process, collate, arrange, transform, present and/or display the Communications sent to and/or received from the Bank and the Bank shall not be liable to anyone in any way for any inconvenience, errors or mistakes in connection with or arising from the use of such application(s), software(s) or tool(s).
- 19.20 In the event the Customer wishes to terminate the authority given to the Customer's Agent(s), the Customer shall give no less than [30] Business Days' advance notice in writing to the Bank. If the Bank is unable to continue to allow the Customer using H2H@ocbc through the Customer's Agent(s), the Bank will give no less than [30] Business Days' advance notice in writing to the Customer to make alternative arrangements. The Bank shall be entitled to act in reliance of the Customer's representations and warranties that each Communication made and sent by the Customer's Agent(s) is true, correct and duly authorized by the Customer, until the effective date of termination of the Customer's authority upon expiration of the [30] Business Days from the Bank's actual receipt of the Customer's notice in writing or such longer period as stated in the notice.
- 19.21 The Customer hereby agrees that is shall not hold the Bank or its officers liable or responsible for any loss or damage in relation to any error, data accuracy, completeness, authenticity or default of the Customer's Agent(s). The Customer agrees that in the event the Customer's Agent(s) is not able to carry out or perform its duties to make, send and/or receive the Communications under H2H@ocbc Service in due compliance with these Terms and Conditions for any reason whatsoever, the Bank is under no obligation to rectify or perform or provide alternative modes or channel in respect of the H2H@ocbc Service subscribed by the Customer. The Bank is under no obligation to ensure that any of the Customer's Agent(s) which integrates with the Bank is free from viruses or defects.
- 19.22 The Customer agrees and undertakes to fully indemnify the Bank from and against all losses, damages, claims, liabilities, fees, costs, charges and expenses arising from or in connection with the Bank acting on the Communications received by the Bank from the Customer's Agent(s) and the Bank sending the Communications to the Customer's Agent(s), and the Customer shall pay such sums on demand.

## **20. QUICK DEPOSIT SERVICE**

- 20.1 The deposit of any cheques at the Bank's Quick Deposit Machine shall be made in the manner prescribed by the Bank. The Bank may, but is not obliged to, accept any cheque for collection. If any cheque is not accepted by the Bank, the Bank will inform the Customer of the same and the cheque may be collected by or posted to the Customer at the risk and cost and expense of the Customer.
- 20.2 A Customer will be required to furnish certain requisite particulars for a complaint, 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. All claims of dispute will be investigated by the Bank and if found to be false, will be rejected. If payment had been made on the claim of 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 claimant of the false dispute. In addition, police report will be lodged against all false claims of dispute.

## **21. AUTOMATED TELLER MACHINES**

21.1 The Customer may perform any of the transactions allowed on the ATMs during such hours and subject to such other instructions or notification as may be determined by the Bank. Where the Customer uses ATMs belonging to other institutions, such usage is subject to the terms and conditions set by the relevant institutions. Any request for transfer of funds through the ATM shall be deemed to be completed once the transaction has been successfully accepted. The relevant Account will be debited and the beneficiary's account will be credited simultaneously. For bills payment via JomPAY, the transactions are also subject to JomPAY Standard Payor Term issued by PayNet. Please visit this [link](#) for the full text of the JomPAY Standard Payor Terms.

## **22. CASH-IN ATM**

22.1 Any cash deposited via the Bank's Cash-in ATM shall be made in the manner prescribed by the Bank. The Customer should check that the particulars of the transaction printed on the slip are correct before leaving the Bank's premises or the Electronic Terminal. If there is any error, the Customer shall immediately report it to the Bank.

## **23. ALERT NOTIFICATION SERVICE**

23.1 Alert Notification Service shall be provided at the Customer's own risk through electronic mail, facsimile, short message service (SMS) or other media as the Bank deems fit. The Alert Notification Service may be modified or terminated without notice to Customer. Alert Notification Service may involve products, goods, services and/or facilities of the Bank or by third parties.

23.2 A notification is deemed sent to the Customer on activation of the notification to the contact particulars designated by the Customer. All time/date references in any notification are to Malaysian time unless otherwise specified by the Bank.

23.3 The Customer shall not be dependent or reliant on the Alert Notification Service. Non-receipt of an alert is not an excuse for failing to maintain sufficient funds in any Account. The Customer shall not communicate with the Bank through the sender's contact number, address or other particulars, if any, indicated in any notification.

## **24. CHEQUE-PRINTING SOFTWARE**

24.1 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.

24.2 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.

24.3 Notwithstanding any other provisions in the Agreement, 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 the Agreement shall not be refundable on the termination of the Cheque-Printing Software services.

- 24.4 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.

## **25. DIRECT DEBIT (DD)**

- 25.1 DD is a payment and collection service provided by the Bank using the system ("**DD System**") operated and managed by Payment Network Malaysia Sdn Bhd (PayNet) (or its successor(s)-in-title). Direct Debit is only available for a Customer whose registration for Direct Debit services with PayNet is valid and subsisting and has not been terminated.

- 25.2 The Customer authorises the Bank to collect 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.

- 25.3 Any instructions from the Customer to collect through Direct Debit:

- (a) shall contain 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 this Terms and Conditions, references to "Instruction" and/or "instruction" shall, unless otherwise expressly stated or required by the context, include the Information stated in this clause;
- (b) the collection 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 notify the Customer.

- 25.4 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 DD System. Any reversal or refund shall be solely handled by the Customer outside the DD System. The Customer shall ensure that the Information for purposes of Direct Debit service is in the proper format capable of being uploaded onto the DD System. 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.

## **26. FPX**

- 26.1 FPX is a payment collection service provided by the Bank using the FPX System managed by PayNet. FPX is only available for a Customer whose registration for FPX services with PayNet is valid and subsisting and has not been terminated.

- 26.2 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.

26.3 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 of whatever nature (including without limitation loss of income, opportunity, profit, goodwill, direct or indirect, punitive or special damages) to the Customer or any third party, 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 the FPX System or the FPX Service. Without prejudice to any provisions of the Agreement, 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, the Payers or any person; and
- (c) the FPX Services shall be subject to the rules, regulations, practices, manuals and guidelines imposed by PayNet from time to time for the FPX System and/or the FPX Service, including any revisions or amendments to the same at any time and from time to time.

## **27. JOMPAY**

27.1 JomPAY is an electronic payment service owned and managed by PayNet, which allows Payers (defined below) to pay bills/invoice issued by participating Biller (defined below) at the banking channels of participants comprised of the Payer Bank (defined below) and the Biller Bank. This section sets out the JomPAY terms and conditions imposed by PayNet to govern the relationship between the Customer as the Biller and the Bank as the Biller Bank. These JomPAY terms and conditions are further subject to the JomPAY operating rules issued by PayNet, which may be revised from time to time at PayNet's absolute discretion.

27.2 The definitions applicable to JomPAY service is listed in the Definitions section below.

27.3 Under JomPAY, the instruction to credit payments into the Biller's designated Account is received from third party payers. The Biller authorises the Bank to receive payments for credit into the Biller's designated Account in accordance with the instruction messages received by the Biller. All crediting shall, unless the Bank deems fit otherwise, only be made into the Biller's Account on a Business Day. The Bank shall be entitled to deduct or set-off any fees payable by the Biller from the Account and where there is insufficient amount, the from such other account(s) of the Biller with the Bank which the Bank deems fit.

27.4 Where applicable, the Bank will provide the application programming interfaces or APIs and other software(s) to enable the Biller to use or continue to use the Service. The Biller shall install and update all software(s) required by the Bank to use or continue to use the Service.

27.5 If the Biller receives a Real-Time Notification ("RTN") message, the Bank shall provide an irrevocable guarantee to the Biller that the Biller will receive the funds indicated in the RTN. With this irrevocable guarantee that funds will be credited, Biller may ship goods or deliver services based on the receipt of the RTN.

27.6 Biller Bank shall implement reasonable measures that it deems necessary to detect, mitigate resolve and prevent fraudulent acts, actual and suspected.

27.7 The Biller additionally represents, warrants and covenants that at all times, during the tenure of the Service and while these terms and conditions remain in effect:

- (a) Any and all agreements between the Biller and its third-party payers, do not include terms that prohibit the disclosure and transfer of the client information to the Bank and the Bank's service providers within or outside Malaysia for purpose of provision of the Service;
- (b) No fee shall be chargeable by the Biller to payer(s) who make payment(s) via JomPAY.
- (c) The Biller shall ensure that it has and maintains adequate procedures and systems for receiving and processing promptly instructions it receives from the Biller Bank and promptly and correctly credits or debits as the case may be the amounts of each instruction to the applicable payer's account with the Biller.
- (d) The Biller must establish and maintain a fair policy for correction of errors and facilitate recovery of funds for Mistaken Payment Instructions and Unauthorized Payment Instructions.
- (e) The Biller shall consent and allow the Bank to disclose its information pertaining to payment processes as PayNet may reasonably require for JomPAY services.
- (f) The Biller who has been granted a non-transferable license to use the JomPAY Brand shall not license or assign the said right to use to any other third party. The Biller shall comply with the JomPAY Brand Guidelines at all times.
- (g) For the purpose of (f), The Biller will be liable for any claims, damages and expenses arising out of or caused to arise from misuse or unauthorized usage of the JomPAY Brand. In the event of such breach, the Biller sublicensed rights of using the JomPAY Brand shall revoke and cease immediately, and whereupon these Terms shall be terminated accordingly. Upon termination, the termination Clause 27.8 below shall apply accordingly.

27.8 Upon termination of JomPay services, the Biller will do the following:

- (a) Immediately advise its customers that they will no longer accept Payment via JomPAY from the effective date of termination of the Biller's access to JomPAY;
- (b) The Biller will continue to maintain an account with the Bank to credit bill collection for a period of not less than five (5) Business Days after the effective date of termination;
- (c) Shall ensure that inflight transactions are completed;
- (d) Cease all promotional and advertising that is related, or can be perceived to be related to the JomPAY Scheme;
- (e) Remove all JomPAY Brand and Marks from the Biller's payment channels; and
- (f) Return to PayNet all software, documents and intellectual property assets for JomPAY.

#### *Recovery of Funds*

27.9 The Biller shall assist the Bank with investigation of Mistaken Payment Instruction, Unauthorised Payment Instruction, Fraudulent Payment Instruction, and shall make the necessary refund(s) to the Payer, Payer Bank or the Bank (as the case maybe) all Payments



arising from Fraudulent Payment Instruction, Mistaken Payment Instruction or Unauthorized Payment Instruction (as the case maybe).

- 27.10 The Bank shall inform the Biller once the Bank receives a request to recover fund that is wrongly credited to the Biller due to an Erroneous Payment / Mistaken Payment Instruction. The Biller must facilitate the recovery of funds process. In the event that there is an Erroneous Payment, the Biller authorizes the Bank to immediately reverse out all debits erroneously posted to the Biller's account.

*Erroneous Payment / Mistaken Payment Instruction*

- 27.11 Upon receiving a recovery of funds request for Erroneous Payment / Mistaken Payment Instruction, the Bank has the right to debit the Biller's account to recover funds within one (1) Business Day after the following conditions are met:

- (a) If the recovery of funds request is received within twenty one (21) Business Days from date of Erroneous Payment Instruction/ Mistaken Payment Instruction and:
- (b) The Bank is fully satisfied that funds were erroneously credited to the Biller's account;
- (c) The funds have been credited to the Biller's account;
- (d) The Biller has not acted on RTN;
- (e) The RTN has not been delivered to the Biller;
- (f) There is sufficient balance in the Biller's account to cover the recovery amount; and
- (g) The Bank has provided notification to the Biller regarding the proposed debit of Biller's account.

- 27.12 If the recovery of funds request is received between twenty two (22) Business Days and seven (7) months from date of Erroneous Payment Instruction/ Mistaken Payment Instruction and:

- (a) The Bank is fully satisfied that funds were erroneously credited to the Biller's account;
- (b) There is sufficient balance in the Biller's account; and
- (c) The Bank has notified the Biller about the recovery funds request, furnishing details of the allegedly Erroneous Payment Instruction / Mistaken Payment Instruction/Fraudulent Payment Instruction but the Biller has not provided to the Biller Bank, within fourteen (14) Business Days of the written notification, reasonable evidence that the Biller is entitled to the funds.

- 27.13 If the recovery of funds request is received after seven (7) months from date of Erroneous Payment Instruction / Mistaken Payment Instruction, and:

- (a) The Bank is fully satisfied that funds were erroneously credited to the Biller's account; and
- (b) The Bank has sought the Biller's consent in writing to debit the Biller's account to recover funds, and the Biller has given its gives consent to debit its account.

- 27.14 When the Biller receives a written request for consent from the Biller Bank as described in Clause 27.13(b) above, the Biller shall not unreasonably withhold consent to debit its account when there is legitimate recovery of funds request and shall inform the Biller Bank in writing whether the consent is granted within fourteen (14) Business Days of the written request for consent.

### *Unauthorised / Fraudulent Payment Instruction*

- 27.15 The Bank shall inform the Biller once the Bank receives a request to recover funds that was credited to the Biller due to an Unauthorised / Fraudulent Payment Instruction. The Biller must facilitate the recovery of funds process stated in the Clause 27.16 below.
- 27.16 If the Biller receives an Unauthorised and/or Fraudulent Payment Instruction, the Biller shall:
- (a) Immediately take all the practicable measures to prevent the use or application of unauthorized / fraudulently transferred funds for the benefit of the Beneficiary of Fraud;
  - (b) furnish to the Bank within seven (7) Business Days, information, including but not limited to the name, address, contact information, national identity card or passport number to conclusively identify the Beneficiary of Fraud;
  - (c) take all practicable measures permissible under the law to recover funds from the unintended recipient of fund including but not limited to reversing out credits, drawing on deposits or other financial guarantees that the Beneficiary of Fraud place with Biller, stopping delivery of goods, suspending services that the Beneficiary of Fraud has paid for, repossessing goods delivered to the Beneficiary of Fraud and taking legal action against the Beneficiary of Fraud; and
  - (d) Immediately provide information required in Clause 27.16(b) above to the Payer Bank to facilitate the Payer Bank's investigation.
- 27.17 Upon the Bank's receipt of a request for recovery of funds arising from a Fraudulent Payment Instruction, the Bank shall do the following:
- (a) Notify the Biller the RTNs associated with the Fraudulent Payment Instruction and of the Fraudulent Payment Instruction; and
  - (b) Investigate the Biller to determine that Biller is implicated in the fraud. If Bank has sufficient grounds to suspect the Biller is involved in the fraud or is benefiting from the fraud, the Bank shall prevent withdrawal or use of the remaining funds in the Biller's account with the Bank until there is satisfactory resolution of unrecoverable loss. The Biller shall facilitate the Bank's investigation.

### *Funds Availability*

- 27.18 Biller shall give credit to the payer account with the Biller on the Business Day that the payer initiated the payment instruction to the Biller, provided that the payment instruction was initiated before the GIRO ("IBG") same-day- cut-off time for that business day.
- 27.19 The biller bank shall ensure their billers acknowledge that payment instruction made by the payer on a Business Day is deemed received by the billers on the same day, provided that the payment instruction was initiated before the IBG same-day- cut-off time for that business day.
- 27.20 The biller acknowledges that a delay may occur in processing of payment instructions in the following events:
- (a) The payments instruction are made on a public holiday
  - (b) On the day after a payer gives a payer instruction is a public holiday
  - (c) A Payment Instruction is received either on a non-Business Day or after the IBG same day cut-off time on a Business Day.

### *Dispute Resolution*

- 27.21 The Biller may lodge a complaint with PayNet if there are allegations of the Bank's non-compliance to the JomPAY PayNet operating rules. PayNet shall review of such complaints and allegation in accordance with the Clause 27.22 below.
- 27.22 The Biller shall have the right to refer their disputes to PayNet if there is an allegation of Participant's non-compliance to the JomPAY operating rules. PayNet will review such complaints and allegations, but such review will be confined to:
- (a) Determination whether there has been non-compliance;
  - (b) Stipulating remedies for the Participant to correct or address the non-compliance; and
  - (c) Determination if penalties are applicable for the non-compliance.
- 27.23 All decisions rendered by PayNet in response to complaints from Biller shall be binding on the Bank.

### *Indemnity*

- 27.24 Each party ("Indemnifying Party") agrees to indemnify and hold the other party and its employees and agents harmless against any and all losses, expenses, claims, suits, demands, actions, and proceedings including all reasonable legal and other related fees or charges ("Liability") which the other party may suffer or incur or for which the other party may become liable as a result of:
- (a) Any negligence, misrepresentation or fraud on the part of the indemnifying party, its employees, and agents with respect to the performance of its obligations or the exercise of any of its rights under these terms;
  - (b) Any claim by a Payer, the Biller Bank, Payer Bank, PayNet or any other person for any breach by the Indemnifying Party of any applicable laws;
  - (c) The failure of the Indemnifying Party to observe any of its obligations under these terms;
  - (d) Any use of the JomPAY Brand by the Indemnifying Party other than as permitted by these terms; or
  - (e) Except to the extent that such liability arises or is incurred by the other party by reason of any act or omission on its part.
- 27.25 In the event a claim is made against a party in respect of which it is entitled to be indemnified that party must:
- (a) give notice of any such claim to the other party;
  - (b) consult with the other party in relation to any such claim;
  - (c) Not to settle any claim without obtaining the prior written consent of the other, such consent not to be unreasonably withheld.
- 27.26 The Biller Bank is not liable to the Biller for any loss or damage suffered by the Biller as result of:
- (a) a missing or erroneous payment; and

- (b) The delay or disruption caused by any system failure beyond the Biller Bank's reasonable control.
- (c) For the purposes of this clause, loss or damage includes any consequential or economic loss or damage.

*Suspension*

27.27 PayNet or the Biller Bank, as the case maybe reserve the right to suspend or terminate the Biller access to the Scheme under the following circumstances, which includes, but not limited to:

- (a) The Biller breached these terms, applicable rules, guidelines, regulations, circular or laws related to JomPAY that was communicated to the Biller by the Biller Bank;
- (b) The Biller has inadequate operational controls or insufficient risk management processes, resulting in potential threats to the stability integrity, safety and efficiency of JomPAY and/or IBG.
- (c) The Biller is suspected on reasonable grounds that it has committed or will commit fraudulent act in connection with the JomPAY;
- (d) PayNet has determined that the Biller is inactive in JomPAY, after period of twelve (12) months in which the Biller does not receive any Payment Instructions.

27.28 Upon suspension of the Biller in the JomPAY;

- (a) The services provided under the JomPAY will be suspended immediately;
- (b) The Biller will no longer have access to BMM;
- (c) The Biller will stop issuing any Bills to Payer or accept Payments from Payer Bank(s);
- (d) The Biller will no longer have access to the Biller Bank(s) that the Biller is connected to via its Biller Code(s);
- (e) The Biller is responsible for finding alternative method to issue Bills during the suspension period;
- (f) The Biller must take all reasonable steps to assist the Biller Bank to notify each Payer affected by the action that the Biller is no longer participating in JomPAY, in the form directed by the Biller Bank;
- (g) The Biller must cease all promotional and advertising that is related or can be perceived to be related to JomPAY
- (h) The Biller remove all JomPAY Brand from the Biller's marketing collaterals, channels and website; and
- (i) The Biller must take all reasonable steps to comply with any directions of the Biller Bank to minimize the impact on Payer of the suspension or termination.

*Termination*

27.29 The PayNet or the Biller Bank, as the case maybe, reserve the right to terminate the services provided under these terms or JomPAY under the following circumstances which includes, but not limited to:

- (a) these terms between the Biller and the Biller Bank is terminated or expired;
- (b) The Biller breached the Operational Procedure, these terms, applicable rules, guidelines, regulations, circulars or laws related to JomPAY that was communicated to the Biller by the Biller Bank;
- (c) The Biller fails to remedy or take adequate steps to remedy its default under these Terms to the satisfaction of the Biller Bank or the PayNet, as the case maybe, within the timeframe specified by the Biller Bank;
- (d) The Biller has inadequate operational controls or insufficient risk management, management processes resulting in potential threats to the stability, integrity, safety and efficiency of JomPAY and/or IBG;
- (e) Court order(s) affecting the Biller or the Biller Bank(s) membership;
- (f) Directive(s) issued by regulatory or government authority affecting the Biller or the Biller Bank(s) membership and/or legal status;
- (g) The Biller(s) insolvency;
- (h) The Biller Bank's membership in JomPAY, IBG or RENTAS is terminated or suspended and the Biller has not appointed a replacement Biller Bank; and
- (i) The PayNet has determined the Biller is inactive or the Biller is deemed inactive when there are no JomPAY transactions for a period of twelve (12) consecutive months.

27.30 Upon termination the participation of the Biller in JomPAY is automatically terminated and the Biller no longer has access to JomPAY and the services provided under the JomPAY.

*Advertisement and use of logo*

27.31 The Biller must use the appropriate denotation or legend of trademark registration or ownership in connection with JomPAY Brand, as required or consented to by the Biller Bank.

27.32 The Biller is granted the consent to use denotation or legend of the trade mark of JomPAY Brand, for the sole purpose of publicizing, indicating and advertising that the Biller accepts payment Instruction through JomPAY.

27.33 In the event of non-compliance or infringement or potential infringement or misuse of the JomPAY Brand, the PayNet or the Biller Bank have the absolute right to revoke the consent granted and the Biller shall cease all use of the denotation and trade mark of the JomPAY Brand by the Biller with or without giving reason whatsoever.

27.34 If the Biller desires to use a denotation or legend of trade mark registration or ownership in connection with any mark other than the JomPAY Brand, but used in association with the JomPAY Brand, the Biller may do so provided that such use will not adversely affect the rights of the PayNet in the JomPAY Brand; and the specification for such use is notified in writing to the Biller Bank, and the Biller Bank gives its written approval to that specification prior to such use.

27.35 The Biller must not use the JomPAY Brand in such a way to create an impression that the goods or services offered by the Biller are sponsored, produced, offered or sold by the owner of the JomPAY Brand. The Billers must not adopt "JomPAY" or any other JomPAY Brand as any part of the name of its business or apply it to any goods or services offered for sale.

27.36 The Biller must immediately on becoming aware of any infringement or potential infringement of the JomPAY Brand, notify the Biller Bank.

## **28. GIRO**

28.1 The GIRO service forms part of the Bank's Interbank GIRO service effected through the GIRO System operated and managed by PayNet 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.

28.2 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 GIRO 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.

28.3 Any instructions from the Customer to make payments through this GIRO service:

- (a) shall contain 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 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 latest by the designated cut-off times stipulated by the Bank from time to time. Where instructions are received after the designated cutoff times, the instructions will be processed on the next Business Day or such other.

28.4 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.

28.5 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 onto the GIRO System. The Customer shall further ensure that the instruction 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.

- 28.6 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 unto 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 in the GIRO System or GIRO Service. Without prejudice to any provisions of the Agreement, 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.
- 28.7 Without prejudice to any provisions of these Terms and Conditions, the Customer hereby acknowledges and agrees that the GIRO service shall be subject to the rules, regulations, practices, manuals and guidelines imposed by PayNet and may be revised from time to time. 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, PayNet or 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 request of the paying bank or PayNet on grounds that the payment was made due to error by the paying bank or PayNet, where the Bank will give notice to the Customer for such refund; or
  - (b) at the request of the paying bank on grounds that the payment was made due to error by the Payer, where the Bank will obtain customer's consent for such refund.
- 28.8 Without limiting the generality of the foregoing, where the Customer is the payer of funds to any person ("**Payee**") via the GIRO System and subsequent to the Customer's payment, the Bank receives request from the receiving bank or PayNet for refund of any sum of money erroneously credited into any of the Customer's account(s) with the Bank, on grounds that the crediting was due to error by the receiving bank or PayNet, the Bank shall have the right to refund such sum of money and for that purpose debit the Customer's account(s) with the Bank.
- 28.9 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, the receiving bank or PayNet respectively.

## **29. DUITNOW**

- 29.1 DuitNow is a service provided by the Bank using the systems operated and managed by PayNet. The DuitNow service allows the Customer to transfer an amount specified by the Customer from Customer's designated deposit account maintained with the Bank, to the Customer's recipient at a participating DuitNow participant via a common identifier(s) implemented by PayNet: (a) in the case of an individual, the Customer's mobile number, Malaysian identity card number, passport number, army number or police number; or (b) in the case of an incorporated or unincorporated entity, the Customer's business or company registration number; or (c) any other common identifiers as may be introduced by PayNet from

time to time (“DuitNow ID”), or such other means as prescribed by the Bank or the DuitNow Operator from time to time.

- 29.2 The Customers must first initiate a payment by entering the recipient’s DuitNow ID in the channel provided by the Bank if the Customer wishes to send funds via DuitNow. The Customer is responsible for the correctness of the recipient’s DuitNow ID and recipient’s name prior to confirming the DuitNow transaction.
- 29.3 The National Addressing Database (“**NAD**”) service allows the Customer to link an account that the Customer maintains with the Bank to the Customer’s DuitNow ID. By linking the Customer’s DuitNow ID to the Customer’s account maintains with the Bank, the Customer has the option of receiving incoming funds via DuitNow or any other payment services that address payments using the Customer’s DuitNow ID.
- 29.4 The Customer represents and warrants that the DuitNow ID used for registration in the NAD belongs to the Customer, is correct, complete and up-to date for the use of the DuitNow service and the Customer will promptly notify the Bank if there is any change to the DuitNow ID information provided to the Bank.
- 29.5 Customer acknowledges and agrees that:
- (a) other NAD participating banks may perform a NAD name enquiry of the Customer’s DuitNow ID for the purpose of verifying/identifying the Customer’s name to the Customer’s registered DuitNow ID, as part of facilitating the DuitNow service;
  - (b) the Customer consents to the disclosure of the Customer’s DuitNow ID, account number and other relevant personal data to the DuitNow Operator for its processing, storing, and archival and disclosure to the sender of funds under the DuitNow service, the Bank’s affiliates, service providers, other NAD participants and third parties offering the DuitNow Service and their respective customers;
  - (c) the Bank shall have no duty to and shall not be required to take any steps to verify or seek any other confirmation from any party as to whether such registered recipient is the intended recipient, and the Bank shall not be liable for transferring the funds to such registered recipient even if such person is not the intended recipient. The Customer agrees that once a DuitNow transaction has confirmed, it will be deemed irrevocable and the Customer will not be able to cancel, stop or perform any changes to that DuitNow transaction;
  - (d) unless expressly prohibited by mandatory laws, the Bank and the DuitNow Operator shall not be liable to the Customer or any third party for any direct, indirect or consequential losses, liabilities, costs, damages, claims, actions or proceedings of any kind whatsoever in respect to any matter of whatsoever nature in connection with the DuitNow service offered by the Bank arising from but not limited to the following:
    - (i) the Customer’s negligence, misconduct or breach of any of the DuitNow Terms and Conditions or the NAD Terms and Conditions which is made available at the Bank’s website;
    - (ii) the suspension, termination or discontinuance of the DuitNow service.
  - (e) The Bank may terminate the Customer’s use of the DuitNow service with the Bank for any reason, at any time and without prior notice.
- 29.6 Without prejudice to any of the Bank’s rights and remedies, the Bank reserves the right to terminate or suspend the Customer’s access to and use of the DuitNow service where the Bank considers in its sole discretion that inappropriate, fraudulent or suspicious use is being made of



the DuitNow service, such as where multiple searches requests are submitted by the Customer without a subsequent confirmed DuitNow transaction.

- 29.7 The Customer shall indemnify, defend and hold the Bank, its affiliates, and the DuitNow Operator harmless from and against any claims, proceedings, actions, losses, damages, costs (including all legal costs on an indemnity basis), liabilities or expenses, whether foreseeable or not, resulting from or arising in connection with:
- (a) any fault, act or omission by the Customer (including but not limited to the Customer's negligence, misconduct or breach of any of the DuitNow Terms and Conditions or the NAD Terms and Conditions); and/or
  - (b) the Bank accepting and acting on the Customer's instructions in good faith, whether verbal or in writing or through any channels of communication provided by the Bank.

### **30. BULK CHEQUE SERVICE**

- 30.1 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 the Agreement.
- 30.2 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 Customer ("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.
- 30.3 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.
- 30.4 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.
- 30.5 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.

### **31. CHANNELS ACCOUNT REPORTING**

- 31.1 Channels Account Reporting is a service whereby upon written instructions given by the Customer, the Bank may transmit account information (“**Account Information**”) pertaining to the Customer’s account(s) maintained with the Bank (“**Specified Account(s)**”) to such institution(s) or entity(ies) as may be specified by the Customer (“**Receiving Party(ies)**”), in the form of SWIFT MT940 Customer Statement Message Format, via SWIFT network.
- 31.2 The Customer is required to instruct the Bank in writing and provide the account number of each of the Specified Account(s) and the SWIFT code of each of the Receiving Party(ies).
- 31.3 The SWIFT MT940 Customer Statement Message is sent automatically on daily basis to the Receiving Party(ies).
- 31.4 The SWIFT MT940 Customer Statement Message is sent automatically on daily basis to the Receiving Party(ies). The Bank is not obliged to ensure, verify or obtain confirmation that the Receiving Party(ies) has/have actually and duly received the SWIFT MT940 Customer Statement Message.
- 31.5 The Customer is responsible to notify and communicate directly with the Receiving Party(ies) on the transmission of the Account Information at the SWIFT code provided by the Customer. The Bank is not obliged to notify the Receiving Party(ies) of the transmission of the Account Information.
- 31.6 The Customer acknowledges the risks in transmitting the Account Information through the SWIFT network and assumes such risks without recourse to the Bank save and except if the Bank had been negligent or had acted in willful default. Such risks include delay in transmission, or the Account Information may be intercepted or diverted by third party(ies) and may not reach the Receiving Party(ies), or the Account Information may be accessed and modified by third party(ies).
- 31.7 In addition to and without derogation from the section on Disclosure in this Terms, the Customer irrevocably consents to and authorizes the Bank to disclose the Account Information to the Receiving Party(ies) at the SWIFT code(s) provided by the Customer and any party involved in the operations or maintenance of the SWIFT network or channel. For avoidance of doubt, the Bank shall not be liable for any unauthorized disclosure of information in the event the Customer provides incorrect SWIFT code to the Bank. The Bank is not obliged to verify that the SWIFT code(s) provided by the Customer belong to or are accessible by the Receiving Party(ies) named by the Customer.
- 31.8 The Customer agrees that neither the Bank nor any of its officers and employees shall be liable for any loss or damage suffered by the Customer as a result of disclosing, divulging or revealing of any Account Information under this Channels Account Reporting service. The Customer shall indemnify the Bank from all loss, damage, claim, liability, cost, fee and expense as a result of the Bank acting on the Customer’s instructions to disclose the Account Information under this Channels Account Reporting service.
- 31.9 A monthly service fee for Channels Account Reporting will be debited from the Debit Account indicated in Table 1 of Customer’s request letter, and the Customer irrevocably authorizes the Bank to debit from the Debit Account accordingly. These charges are subject to changes at the Bank’s discretion by giving 21 days’ notice to the Customer. The authority granted by Customer to the Bank under this clause survives the termination of this Terms and Conditions until all money owing by Customer to the Bank has been paid in full.

31.10 The Customer may terminate the Channels Account Reporting service at any time by giving 30 days' written notice in advance to the Bank to terminate such service.

## **32. OCBC OneCollect**

32.1 OCBC OneCollect Service is electronic payment or e-payment collection service provided by the Bank to the Customer, to collect e-payments made via QR code ("QR e-payment") from payers ("Payers") to the Customer.

32.2 The Customer will use the Service to accept the QR e-payments from its clients only upon obtaining the Bank's notifications sent to the Customer's mobile number or internet or other address registered with the Bank.

32.3 The Customer agrees to appoint the Bank as the Customer's agent to collect e-payment in foreign currency on behalf of the Customer from its clients. The Bank is entitled to decide on a reasonable commercial exchange rate if there is any exchange conversion involved in the payment process by the clients of the Customer.

32.4 The Bank shall deduct the applicable fees and charges from the payments collected for the Customer and remit the balance in Ringgit to the Customer's Account or the account held in the Customer's name with the other banks designated by the Customer for purpose of the Service, within 7 days of the QR e-payment and according to the payment method in accordance with these Terms and Conditions.

32.5 Where applicable, the Bank will provide the application programming interfaces or APIs and other software(s) to enable the Customer to use or continue to use the Service. The Customer shall install and update all software(s) required by the Bank to use or continue to use the Service.

32.6 The Bank shall only be responsible to collect the QR e-payments from the Payers. The Customer acknowledges that the Bank is not a party to the agreement or any other relationship between the Customer and the Payers and the Customer shall be solely responsible to resolve all or any disputes between the Customer and the Payers (including but not limited to order fulfillment, order returns, refunds, exchanges and rebates, functionality and warranty and complaints). The Customer shall be solely liable for all or any losses, damages, liabilities, costs, expenses, claims and/or actions in connection therewith or arising therefrom. The Bank shall in no event be involved or concerned with or responsible for or assume any liability in connection with or arising out of such disputes or issues between the Customer and the Payers.

32.7 The Customer additionally represents, warrants and covenants that at all times, during the tenure of the Service and while these Terms and Conditions remain in effect:

- (a) any and all agreements between the Customer and the clients, do not include terms that prohibit the disclosure and transfer of the client information to the Bank and the Bank's service providers within or outside Malaysia for purpose of provision of the Service;
- (b) the Customer has in place security and control measures to safeguard and secure all information of or relating to the retail transactions between the Customer and the clients, the clients and their card details and the Service;
- (c) any and all agreements between the Customer and the clients incorporate and include terms that disclaim all responsibility and liability of the Bank and the Bank's service providers to the clients including without limitation any loss of profits, loss of interest, loss of business revenue, loss of anticipated savings, loss of business, damage to business reputation or goodwill, any and all indirect, incidental, consequential, special and

exemplary damages (whether or not the Bank or its service providers have been advised of the possibility of such damages);

- (d) the Customer shall issue receipts, tax invoices or any evidence of receipt for payments as prescribed by law to the clients for the retail purchases;
- (e) if the Customer intends to change or modify the method it receives payments and/or amend the terms or conditions of the sale and offer of goods and/or services or the performance of the agreement between the Customer and the clients that has an impact on the Bank's provision of the Service, it shall provide 30 days prior written notice of such changes, modifications and/or amendments to the Bank;
- (f) the Customer's goods and/or services do not infringe or violate the Intellectual Property Rights of any third party or contain any content or element which violates any applicable law, regulation or third party right and are not goods and/or services prohibited by law or goods and/or services that would expose the Bank's image and reputation to risk, and the Bank reserves the right to notify any authority and/or association of such violation, infringement or breach;
- (g) the Customer shall use the Bank's Service only for the retail sales of its goods and/or services and at the place(s) of business registered with the Bank and shall not change its place(s) of business without first giving 30 days' prior written notice to the Bank and shall not share the Service with any third party;
- (h) the Customer shall comply with all laws, rules and regulations applicable to the Customer, including without limitation, laws regarding privacy and protection of client/consumer information and interest, and shall not present any fraudulent or unauthorised transaction to the Bank for the Service and/or engaged in any illegal activity; and
- (i) all information herein contained and provided by the Customer to the Bank for purpose of the application of and in relation to the Service and retail transactions between the Customer and the clients is true and accurate in all respects and not misleading in any respect.

32.8 The Customer shall keep and retain for its record the sales record, proof of transaction, proof of delivery of goods and/or services and receipt of payments such as tax invoice, transport document, receipt and so forth for at least 36 months of the retail transactions as proof of transaction for any potential issues or disputes between the Customer and the clients and for verification purpose. If the Bank desires to verify the Customer's retail transactions, the Customer shall provide the Bank with all relevant information and documents within 3 days of its receipt of the Bank's written request. The Customer shall assist the Bank to obtain such information and documents as the Bank may require for purpose of investigation and/or verifying the retail transactions and shall not, in any circumstance, obstruct, weaken, destroy or hinder the Bank from obtaining such information and documents.

32.9 The Bank shall have the right with prior notice to the Customer to suspend the Service in the event that the Customer defaults in paying any amount owing or payable to the Bank or breaches any of these Terms and Conditions or if any default or breach is not remedied on the expiry of the notice period specified by the Bank.

32.10 Upon termination of the Service, the Customer shall cease submitting or transmitting any transaction through the Service platform to the Bank for processing. If any transaction is

received by the Bank from the Customer after termination of the Service, the Bank may at its option reject or reverse such transactions. If payment has been made, the Customer shall forthwith refund to the Bank the amount paid. Such termination shall not affect any rights, liabilities and/or obligations of the parties incurred or accrued prior to the termination.

32.11 Upon termination of the Service, the Customer shall:

- (a) immediately discontinue any use of the Bank's name and trademark and/or service mark relating to the Service and remove all related decals and signs from its place(s) of business;
- (b) immediately discontinue all representations and/or statements of which it might be inferred that any relationship exists between the Customer and the Bank;
- (c) not act in any manner that may damage the image or reputation of the Bank or the Bank's products or services; and
- (d) cease to promote, solicit or procure retail orders with or for the Service.

### **33. LIQUIDITY MANAGEMENT**

33.1 The Customer and related companies (collectively, "Participating Companies") will from time to time specify accounts ("Applicable Accounts") to which liquidity management arrangements ("Easi-Sweep / Easi-Sweep-i") applies. For Easi-Sweep / Easi-Sweep-i, all Applicable Accounts are "Designated Accounts" except one held by our company ("Consolidated Accountholder"), which will be the "Consolidated Account". The Participating Companies may vary from time to time.

33.2 The Designated Accountholders/ Our Company hereby have authorised/authorises:

- a) The Consolidated Accountholder/The Company to act on their behalf for Easi-Sweep / Easi-Sweep-i; and
- b) The signatory(ies) authorised by the Company ("Authorised Signatory(ies)") to do the following to also do the same on behalf of the Designated Accountholders:
  - i. Execute and/or issue on behalf of the Company and the Designated Accountholders for Easi-Sweep / Easi-Sweep-i, any instructions, forms, agreements, indemnities, notices and documents, including any amendments thereto; and
  - ii. To add or remove any Designated Accountholders and/or Applicable Accounts to/from Easi-Sweep / Easi-Sweep-i.

33.3 The Participating Companies confirm that the Bank is authorised to debit any Applicable Accounts to regularise any debit balance or excess in any Applicable Accounts.

### **34. STANDING INSTRUCTION (PERIODIC PAYMENT ORDER)**

34.1 The Customer may issue or terminate the Standing Instructions in writing (or by any other means permitted by the Bank) to the Bank. Where payment pursuant to the Standing Instructions cannot be made due to insufficient funds, the Bank shall not effect payment for the payment date concerned. The Customer must make alternative arrangements to effect the missed payment. The Bank may terminate the Standing Instructions as to future payments at any time after being advised by the payee that no further payment is required.

34.2 Standing Instructions for payments made via demand draft, cashier's order, mail transfer or telegraphic transfer are subject to the Bank's prevailing terms and conditions for remittance. Standing Instructions are subject to any arrangement between the Customer and the Bank in relation to the Account or any banking accommodation accorded to the Customer.

- 34.3 Any instruction to stop periodic payment under the Standing Instructions shall be deemed as instruction to terminate the Standing Instructions. Reactivation of the Standing Instructions require execution of a fresh Standing Instructions. Any instructions to vary or terminate or revoke the Standing Instructions shall be given by the Customer at least two weeks (or such other period as may be stipulated by the Bank) before payment date.
- 34.4 The Standing Instructions will remain effective for the protection of the Bank in respect of payments made in good faith notwithstanding the death or bankruptcy/winding-up of the Customer or revocation of the Standing Instructions until notice of such event has been received by the Bank.
- 34.5 The Standing Instructions are subject to charges levied by the Bank for each periodic payment effected by the Bank. Such charge is not refundable even if the instruction is not effected due to insufficient funds. The Customer will also pay the incidental postage and stamp duty and inland exchange if applicable.

**35. OCBC VIRTUAL ACCOUNT SERVICE (“OCBC VA Service”)**

- 35.1 The OCBC VA Service enables the generation of a series of Virtual Accounts, each referenced to a Virtual Account Number. The Customer may associate the Virtual Account Numbers to the respective payment sources, to help identify the sources of payment. A report is generated daily, containing information on all the VA Transactions received for payment into the Customer’s Main Account within the day, for the Customer’s verification, further reconciliation and records. The daily report is made available for the Customer’s access, viewing and extraction through OCBC Velocity.
- 35.2 Where the Bank makes available the OCBC VA Service to the Customer, the Customer agrees that the use of any Virtual Account, any Virtual Account Number and/or the OCBC VA Service shall not establish or create a new Account relationship with the Bank, and the operation of any Virtual Account shall be subject to any rights and remedies which the Bank may have in relation to the corresponding Main Account(s) and the Customer has no better rights or privileges in relation to any Virtual Account than it may have in relation to the corresponding Main Account(s). The Bank shall be entitled to rely on any existing mandate relating to the corresponding Main Account(s), and may decline to act in any instance where the relevant mandate has not been complied with.

*Customer’s use of the OCBC VA Service*

- 35.3 The Customer acknowledges and agrees that it shall be solely responsible for:
- a) the administrative control over the allocation, assignment, maintenance, management, and removal of its Virtual Account Numbers, including without limitation the removal of any Virtual Account that: (i) is no longer in use by the Customer; and/or (ii) is no longer associated with any Main Account for any reason;
  - b) communicating all details (including payment instructions) relating to any Virtual Account to relevant third parties to ensure that: (i) the correct Virtual Account number is conveyed to payers and (ii) if any Virtual Account and/or the corresponding Main Account(s) are closed/removed, no more VA Transactions are effected to such Virtual Account; and
  - c) any use of the OCBC VA Service, including any VA Transaction, whether authorised, effected and/or initiated by the Customer and/or any other person.
- 35.4 The Customer:
- a) represents and warrants that all the VA Transactions do not form part of, or benefit, any criminal or illegal activities;

- b) shall inform the Bank immediately of any VA Transaction which the Customer believes or has reason to suspect: (a) that the Customer is not the intended recipient; or (b) constitutes, in whole or in part, and/or directly or indirectly benefits, any criminal or illegal conduct. The Customer understands that failure to do so may result in the commission of a criminal offence; and
- c) shall verify the correctness of all the VA Transaction details contained in the daily report referred in Clause 35.1 and shall notify the Bank within fourteen (14) days from the date of such VA Transaction of any discrepancies or errors therein. Where a Customer has not so notified the Bank within fourteen (14) days from the date of such VA Transaction, the Bank shall be entitled to proceed on the basis that all the VA Transaction details contained in the daily report are correct, binding, final and conclusive.

*Provision of the OCBC VA Service*

**35.5 Execution of VA Transactions. The Bank:**

- a) shall have no duty and shall not be required to take any steps to verify or seek any confirmation from any party as to whether any Virtual Account is the intended recipient in relation to any VA Transaction and may, without the need for any further action and/or verification on its part, associate all VA Transactions made by reference to any Virtual Account Number with the corresponding Main Account designated by the Customer;
- b) shall have the right to adjust any Account to correct any erroneous entry and/or omission, including to reverse any entry, demand refund of and/or debit any Account of the Customer for any overpayment or incorrect entry in respect of such Account arising from any errors or omissions; and
- c) shall where any payment is received in relation to any Virtual Account, be entitled in its sole and absolute discretion to deposit such funds into any Main Account in such currency as the Bank determines in its sole and absolute discretion and where any currency conversion is required in connection therewith, the Bank shall have the right to determine in its sole and absolute discretion the rate of conversion and any fees payable in connection with each such conversion.

**35.6 VA Transaction Details.**

- a) Upon expiry of the period referred to in in Clause 35.4c), the details of the relevant VA Transaction shall be conclusive against the Customer except as to alleged errors so notified but subject always to the Bank's right to correct any errors as set out in Clause 35.4c).
- b) At the Bank's discretion, the Bank may consolidate some or all VA Transactions into one or more entries in the Statement of Account issued in relation to the corresponding Main Account. In the event of any discrepancy between any Statement of Account and the details of any VA Transaction, the Statement of Account shall prevail to the extent of any such inconsistency.
- c) The Bank shall have the right (but shall not be obliged to) rectify any errors contained in the details of any VA Transaction at any time and/or any inconsistency with any Statement of Account, and the details of any VA Transaction so rectified shall be binding on the Customer.

**35.7 Removal of Virtual Account(s).** The Bank has the right to remove any Virtual Account where any corresponding Main Account has been closed or for any other reason.

**36. DuitNow AutoDebit**

- 36.1 DuitNow AutoDebit is an automated electronic funds transfer service owned and managed by PayNet, which enables Merchants (defined below) who are and continue to be registered with PayNet to schedule the collection of ad-hoc or recurring payments directly from Payers (defined below) with a pre-established consent in place. This section sets out the DuitNow AutoDebit terms and conditions imposed by PayNet to govern the relationship between the Customer as the Merchant and the Bank as the Crediting Participant (defined below). These DuitNow AutoDebit terms and conditions are further subject to the DuitNow AutoDebit operating rules issued by PayNet, which may be revised from time to time at PayNet's absolute discretion.
- 36.2 The definitions applicable to DuitNow AutoDebit service is listed in the Definitions section below.
- Obligation of Merchant*
- 36.3 If the Merchant wish to receive funds via DuitNow AutoDebit, the Merchant shall not charge any fees to the Payers for making payments via DuitNow AutoDebit services.
- 36.4 The Merchant shall accept payments that draw funds from savings accounts, current accounts or e-money accounts and optionally payments that draw funds from line of credit accounts.
- 36.5 The Merchant shall ensure that it has and maintains adequate procedures and systems for receiving and processing promptly payments it receives and promptly and correctly credits or debits as the case may be the amounts of each payment to the applicable Payer's account with the Merchant.
- 36.6 The Merchant must not make any warranty or representation in respect of goods or services supplied which may bind the Crediting Participant, PayNet, Debiting Participant or any other Participants in the service.
- 36.7 The Merchant must establish and maintain a fair policy for correction of errors and facilitate recovery of funds for erroneous/mistaken payments and/or unauthorised/fraudulent payments.
- 36.8 The Merchant shall consent and allow the Crediting Participant to disclose its information pertaining to the payment processes as PayNet may reasonably require for DuitNow AutoDebit services.
- 36.9 The Merchant who has been granted a non-transferable license to use the DuitNow AutoDebit Brand shall not license or assign the said right to use to any other third party. The Merchant shall comply with the DuitNow AutoDebit Brand Guidelines at all times.
- 36.10 The Merchant will be liable for any claims, damages and expenses arising out of or caused to arise from misuse or unauthorised usage of the DuitNow AutoDebit Brand. In the event of such breach, the Merchant's licensed rights to use the DuitNow AutoDebit Brand shall be revoked and ceased immediately, and whereupon this service shall be terminated accordingly.
- 36.11 Upon termination of the DuitNow AutoDebit service, the Merchant will do the following:
- (a) Immediately advise its payers that the Merchant will no longer accept payment via DuitNow AutoDebit from the effective date of termination of the Merchant's access to DuitNow AutoDebit services;
  - (b) The Merchant will continue to maintain an account with the Crediting Participant to credit bill collection for a period of not less than five (5) Business Days after the effective date of termination;
  - (c) Shall ensure that Store-and-Forward transactions are completed;



- (d) Cease all promotional and advertising that is related, or can be perceived to be related to the DuitNow AutoDebit services;
  - (e) Remove all DuitNow AutoDebit Brand from the Merchant's payment channels;
  - (f) Return to PayNet all software, documents and intellectual property assets for DuitNow AutoDebit service.
- 36.12 Termination does not affect either party's rights accrued, and obligations incurred before termination.
- 36.13 The Crediting Participant shall implement reasonable measures that it deems necessary to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected

*Recovery of Funds*

- 36.14 The Merchant shall assist the Crediting Participant with investigation of erroneous/mistaken payments and/or unauthorised/fraudulent payments. The Merchant shall make the necessary refund(s) to the Payers or the Debiting Participants, as the case may be, of any excess funds received by the Merchant arising from such error/mistake and/or unauthorised/fraudulent payments.
- 36.15 In the event erroneous/mistaken payment is caused by the Merchant after verification and confirmation from the Merchant with respect to such erroneous/mistaken payment, the Crediting Participant shall immediately reverse out all credits erroneously posted to the Bank's customer's account regardless of whether funds have been recovered from other affected parties.

*Erroneous/ Mistaken DuitNow AutoDebit Payments*

- 36.16 The Crediting Participant shall inform the Merchant once the Crediting Participant receives a request to recover funds that is wrongly credited to the Merchant due to an erroneous/mistaken payment.
- 36.17 Upon receiving a recovery of funds request for erroneous/mistaken payment, the Crediting Participant has the right to debit the Merchant's account to recover funds within five (5) Business Days provided the following conditions are met:
- (a) If the recovery of funds request is received within ten (10) Business Days from date of the erroneous/mistaken payment and:
  - (b) The Crediting Participant is fully satisfied that funds were erroneously or mistakenly credited to the Merchant's account;
  - (c) The Crediting Participant has provided written notification to the Merchant regarding the proposed debit of Merchant's account; and
  - (d) There is sufficient balance in the Merchant's account to cover the recovery amount.
- 36.18 If the recovery of funds request is received between eleven (11) Business Days and seven (7) months from date of erroneous/mistaken payment and:
- (a) The Crediting Participant is fully satisfied that funds were erroneously or mistakenly credited to the Merchant's account;
  - (b) The Crediting Participant has provided written notification to the Merchant where the erroneous/mistaken payment will be recovered through debiting the Merchant's

account, unless the Merchant is able to provide reasonable evidence to substantiate ownership of the funds in question within ten (10) Business Days of the written notification referred above; and

(c) There is sufficient balance in the Merchant's account.

36.19 If the recovery of funds request is received after seven (7) months from date of erroneous/mistaken payment, the Crediting Participant has sought the Merchant's consent to debit the Merchant's account to recover funds, and the Merchant has given its consent to debit its account within ten (10) Business Days from the date of Crediting Participant's request for consent to debit.

36.20 When the Merchant receives a request for consent from Crediting Participant, Merchant shall not unreasonably withhold consent to debit its account when there is a legitimate recovery of funds request.

*Unauthorised/Fraudulent DuitNow AutoDebit Payments*

36.21 The Crediting Participant shall inform the Merchant once the Crediting Participant receives a request to recover funds that was credited to the Merchant due to an unauthorised/fraudulent payment. The Merchant must facilitate the recovery of funds process.

36.22 If the Merchant receives unauthorised/fraudulent payment, the Merchant shall:

(a) Immediately take all practicable measures to prevent the use or application of unauthorised/fraudulently transferred funds for the benefit of the Beneficiary of Fraud;

(b) Furnish to the Crediting Participant, information, including but not limited to the name, address, contact information, national identity card number/passport number to conclusively identify the Beneficiary of Fraud within seven (7) Business Days;

(c) Take all practicable measures permissible under the law to recover funds from the unintended recipient of funds including but not limited to reversing out credits, drawing on deposits or other financial guarantees that the Beneficiary of Fraud placed/ places with the Merchant, stopping delivery of goods, suspending services that the Beneficiary of Fraud has paid for, repossessing goods delivered to the Beneficiary of Fraud and taking legal action against the Beneficiary of Fraud; and

36.23 In the event of unauthorised/fraudulent payment is received by the Merchant, the Crediting Participant shall do the following (upon becoming aware of the fraud):

(a) Investigate the Merchant to determine whether the Merchant is implicated in the fraud. If the Crediting Participant has sufficient grounds to suspect the Merchant is involved in the fraud or is benefiting from the fraud, the Crediting Participant shall prevent withdrawal or use of the remaining funds in the Merchant's account with the Crediting Participant until there is satisfactory resolution of unrecoverable loss.

(b) The Merchant acknowledges and agrees with the Crediting Participant's rights and entitlement to freeze the remaining funds in the Merchant's account from being withdrawn or used.

(c) The Merchant shall not dispute or object against the Crediting Participant's freezing of remaining funds in the Merchant's account. A statement from the Crediting Participant that there are sufficient grounds to suspect the Merchant is involved in the fraud or is benefiting from the fraud shall be accepted as conclusive statement to that effect and binding on the Merchant.

### *Dispute Resolution*

- 36.24 Merchant may lodge a complaint with PayNet if there are allegations of Crediting Participant's non-compliance to the DuitNow AutoDebit rules as reflected in these Terms.
- 36.25 Merchant shall have the right to refer their disputes to PayNet if there is an allegation of Participant's non-compliance to the DuitNow AutoDebit rules. PayNet will review such complaints and allegations, but such review will be confined to:
- (a) Determination whether there has been non-compliance;
  - (b) Stipulating remedies for Participant to correct or address the non-compliance; and
  - (c) Determination if penalties are applicable for the non-compliance.
  - (d) All decisions rendered by PayNet in response to complaints from Merchant shall be prima facie binding on the Crediting Participant.

### *Indemnity*

- 36.26 Each party ("Indemnifying Party") agrees to indemnify and hold the other party and its employees and agents harmless against any and all losses, expenses, claims, suits, demands, actions, and proceedings including all reasonable legal and other related fees or charges ("Liability") which the other party may suffer or incur or for which the other party may become liable as a result of:
- (a) Any negligence, misrepresentation or fraud on the part of the Indemnifying Party, and its employees with respect to the performance of its obligations or the exercise of any of its rights under these terms;
  - (b) Any claim by a Payer, Crediting Participant, Debiting Participant, PayNet or any other person for any breach by the Indemnifying Party of any applicable laws;
  - (c) The failure of the Indemnifying Party to observe any of its obligations under these terms; or
  - (d) Any use of the DuitNow AutoDebit Brand by the Indemnifying Party other than as permitted by these terms.
- 36.27 In the event a claim is made against a party in respect of which it is entitled to be indemnified that party must:
- (a) Give notice of any such claim to the other party;
  - (b) Consult with the other party in relation to any such claim; and
  - (c) Not to settle any claim without obtaining the prior written consent of the other, such consent not to be unreasonably withheld.
- 36.28 The Crediting Participant is not liable to the Merchant for any loss or damage suffered by the Merchant as a result of:
- (a) A missing or erroneous/mistaken payment;
  - (b) Unauthorised/fraudulent payment;
  - (c) Suspension or termination of services; and

- (d) The delay or disruption caused by any system failure beyond the Crediting Participant's reasonable control.

36.29 In no event shall the Crediting Participant be liable to the Merchant for special, incidental, indirect or consequential damages, damages from loss of use, data, profits, or business opportunities, or failure to achieve cost savings, in contract, tort or otherwise, even if the Crediting Participant shall have been advised in advance of the possibility of such loss, cost or damages, arising out of or in connection with these terms.

#### *Suspension*

36.30 PayNet, as the case may be, reserves the right to suspend the Merchant's access to the DuitNow AutoDebit service under the following circumstances, which includes, but not limited to:

- (a) The Merchant breached the applicable rules, guidelines, regulations, circular or laws related to DuitNow AutoDebit that was communicated to the Merchant by the Crediting Participant;
- (b) The Merchant has inadequate operational controls or insufficient risk management processes, resulting in potential threats to the stability, integrity, safety and efficiency of DuitNow AutoDebit and/or RPP;
- (c) The Merchant is suspected on reasonable grounds that it has committed or will commit fraudulent act in connection with the DuitNow AutoDebit; and
- (d) DuitNow AutoDebit Owner & Operator has determined that the Merchant is inactive in the service, after a period of twelve (12) consecutive months in which the Merchant does not receive any Payment Instructions.

36.31 Upon suspension of the Merchant's access to the Services:

- (a) The services provided to the Merchant under the DuitNow AutoDebit services will be suspended immediately;
- (b) The Merchant will no longer have access to RPP Participant Portal;
- (c) The Merchant shall stop issuing any Bills with DuitNow AutoDebit Brand and is responsible for finding alternative method to issue bills during the suspension period;
- (d) The Merchant shall stop sending Payment Requests and/or accepting Payment Instructions for the purpose of collecting funds via DuitNow AutoDebit;
- (e) The Merchant must take all reasonable steps to assist the Crediting Participant to notify each Payer affected by the suspension, in the form directed by the Crediting Participant;
- (f) The Merchant must cease all promotional and advertising that is related or can be perceived to be related to DuitNow AutoDebit;
- (g) The Merchant shall remove all DuitNow AutoDebit Brand from the Merchant's marketing
- (h) Collaterals, channels and website; and
- (i) The Merchant must take all reasonable steps to comply with any directions of the Crediting Participant to minimise the impact on Payers of the suspension.

#### *Termination*

- 36.32 PayNet or the Crediting Participant, as the case maybe, reserve the right to terminate the Services provided under under the following circumstances, which includes, but not limited to:
- (a) This agreed service between the Merchant and the Crediting Participant is terminated or expired;
  - (b) The Merchant breached the applicable rules, guidelines, regulations, circulars or laws related to DuitNow AutoDebit that was communicated to the Merchant by the Crediting Participant;
  - (c) The Merchant fails to remedy or take adequate steps to remedy its default under these terms to the satisfaction of the Crediting Participant or PayNet, as the case maybe, within the timeframe specified by the Crediting Participant;
  - (d) The Merchant has inadequate operational controls or insufficient risk management processes resulting in potential threats to the stability, integrity, safety and efficiency of the DuitNow AutoDebit and/or RPP;
  - (e) Court order(s) affecting the Merchant and/or legal status of the Merchant;
  - (f) Directive(s) issued by regulatory or government authority affecting the Merchant or the Crediting Participant(s) membership and/or legal status;
  - (g) The Merchant's insolvency;
  - (h) The Crediting Participant's membership in DuitNow AutoDebit, RPP or RENTAS is terminated or suspended, and the Merchant has not appointed a replacement Crediting Participant; and
  - (i) PayNet has determined the Merchant is inactive or the Merchant is deemed inactive when there are no DuitNow AutoDebit transactions for a period of twelve (12) consecutive months.
- 36.33 Upon termination, the participation of Merchant in DuitNow AutoDebit is automatically terminated and the Merchant will no longer have access to DuitNow AutoDebit, and the services provided under DuitNow AutoDebit.

*Advertisement and Use of Logo*

- 36.34 The Merchant must use the appropriate denotation or legend of trademark registration or ownership in connection with DuitNow AutoDebit Brand, as required or consented to by the Crediting Participant.
- 36.35 The Merchant is granted the consent to use the denotation or legend of the trademark of DuitNow AutoDebit Brand, for the sole purpose of publicising, indicating and advertising that the Merchant accepts Payment Instruction through the DuitNow AutoDebit.
- 36.36 In the event of non-compliance or infringement or potential infringement or misuse of the DuitNow AutoDebit Brand, PayNet or the Crediting Participant have the absolute right to revoke the consent granted and the Merchant shall cease all use of the denotation and trademark of the DuitNow AutoDebit Brand by the Merchant.
- 36.37 If the Merchant desires to use a denotation or legend of trade mark registration or ownership in connection with any mark other than the DuitNow AutoDebit Brand, but used in association with the DuitNow AutoDebit Brand, the Merchant may do so provided that such use will not adversely affect the rights of PayNet in the DuitNow AutoDebit Brand; and the specification for such use

is notified in writing to the Crediting Participant, and the Crediting Participant gives its written approval to that specification prior to such use.

- 36.38 The Merchant must not use the DuitNow AutoDebit Brand in such a way to create an impression that the goods or services offered by the Merchant are sponsored, produced, offered or sold by DuitNow AutoDebit Owner & Operator. The Merchant must not adopt "DuitNow AutoDebit" or any other DuitNow AutoDebit Brand as any part of the name of its business or apply it to any goods or services offered for sale.
- 36.39 The Merchant must immediately on becoming aware of any infringement or potential infringement of the DuitNow AutoDebit Brand, notify the Crediting Participant.

### **37. SPECIFIC TERMS AND CONDITIONS FOR TRADE FINANCE PRODUCTS & SERVICES**

- 37.1 These terms and conditions shall apply to instructions made by the Customer through Electronic Services relating to Trade Finance Products & Services. These terms and conditions are separate, in addition to and shall not affect any terms and conditions under any letters of offer, product terms, forms, facilities agreement, agreements, indemnities and other relevant documents which also apply to the Trade Finance Products & Services.
- 37.2 The Trade Finance Products & Services are automatically made available to the Customer of Internet Business Banking Services who have been granted Trade Financing/Trade Financing-i facilities/services and have provided to the Bank for this purpose, a board resolution in the format prescribed by the Bank. A notification will be sent by the Bank to the Customer when the Trade Finance Products & Services are ready for use.
- 37.3 Under the Trade Finance Products & Services, the Bank may provide updates, new functionalities, features and services (including linking the Customer's mandated current account(s) to facilitate disbursement, settlement and payment of fees and charges)(collectively "Upgrade") in respect of the trade financing facilities from time to time without further reference to the Customer. Such trade financing facilities and/or Upgrade may be subject to fees and/or charges upon prior notice to the Customer. The fees and/or charges are subject to changes from time to time. The Customer may refer to the Bank's website [www.ocbc.com.my](http://www.ocbc.com.my) for the applicable and current fees and/or charges.
- 37.4 For Customer of Internet Business Banking Services with customizable features, the Customer is required to submit to the Bank a written request to enable the Trade Finance Products & Services and other related matters including nominating users to submit trade finance applications or requests, linking current account for the disbursement, settlement and debiting of fees and charges, among others, in respect of the Trade Financing/Trade Financing-i facilities / services.
- 37.5 These specific terms and conditions shall apply to instructions made by the Customer through Internet Business Banking Services relating to Trade Finance Products & Services. These terms and conditions are separate, in addition to and shall not affect any terms and conditions under any letters of offer, product terms, forms, facilities agreement, agreements, indemnities and other relevant documents which also apply to the Trade Finance Products & Services.
- 37.6 All applications to utilise any Trade Finance Products & Services through Internet Business Banking Services are subject to the Bank's approval, and the Bank has the right to decline any applications.
- 37.7 For Trade Finance Products & Services, information on facility limits and outstanding is refreshed once (1) (or such other frequency as determined in the Bank's sole discretion) in a Business Day and not real time information. For real positions of facility limit and outstanding, the Customer must contact the Bank. Internet Business Banking Services reflects only

transactions that have been approved by the Bank. Information on facility outstanding does not include transactions that have been rejected, cancelled, matured (but not settled or closed) or settled. Statement or advice from Internet Business Banking Services is for reference only and shall not be relied on for any purposes. Official statement or advice is made available to Customer in printed copy sent to the Customer or (subject to any arrangement between the Bank and the Customer) through facsimile or email. Instructions by Customer through Internet Business Banking Services that have been received and being processed by the Bank are indicated as "Bank Received". Turn-around and cut-off times are as officially published at / obtainable from the Bank's branches and / or www.ocbc.com.my. Unless otherwise agreed by the Bank, the application submitted through Internet Business Banking Services will only be processed when the Customer has submitted to the Bank all relevant supporting documents (such as bank guarantee format requested by the Customer or the beneficiary) by the timelines required by the Bank. If the Customer fail to submit the required documents on a timely basis, the Bank reserves the right to review the Bank's requirements relating to the Customer's applications through Internet Business Banking Services.

- 37.8 Supporting documents provided by the Customer such as invoices, transport documents received as attachment to each of the application via Internet Business Banking Services shall be accepted by the Bank as genuine and the Bank shall be entitled to rely on these supporting documents provided by the Customer in accepting the Customer's instructions relating to the Bank's provision of the Trade Finance Products & Services. Clause 8 of Section A of the Terms relating to Instructions shall be read together with the terms and conditions governing the trade financing facilities.
- 37.9 The Bank reserves the right (but is not obligated to) to request from the Customer the original supporting documents from time to time for the purpose of reconciliation and validation, and the Customer upon receipt of such request, shall provide these original supporting documents to the Bank without delay. The Bank reserves the right to suspend any future application if the Customer is unable to provide these original supporting documents to the Bank within reasonable time.
- 37.10 Customer's trade loan / financing applications are processed based on available limits and approved terms. Financing tenure indicated by the Customer may be accommodated up to the maximum available financing tenure under the approved terms (as determined at the discretion of the Bank), without further consultation with the Customer. Where financing amount and/or maturity date computed by the Bank differs with the Customer's instruction, the Bank will consult the Customer before proceeding further.

*Issuance of Irrevocable Documentary Credit*

- 37.11 By the Customer making a request through Internet Business Banking Services to the Bank to issue an irrevocable Letter of Credit / Letter of Credit-i (collectively, "**LC**"), the Customer authorises the Bank to accept / pay for the Customer's account the draft(s) and/or documents purporting to be drawn under and tendered or negotiated pursuant to the LC and to pay all sums which appear or purport to be claimed or demanded or which the Bank is liable to pay in accordance with or pursuant to the LC, without any reference to and without inquiry into the justification for it or the validity, genuineness or accuracy of any statement or certificate received by the Bank in relation to the LC and despite any contestation by the Customer. Any such draft(s) and/or documents or claims or demands for payment of any such sums shall be binding on the Customer and shall be conclusive evidence that the Bank was liable to pay or comply with them.
- 37.12 The Customer shall hold the Bank and the Bank's agents free from any responsibility for
- (a) any delay, mistake or omission of the Customer that may happen in the transmission of the instructions or in the misinterpretation of such instructions,

- (b) the correctness or genuineness of the documents submitted which on the face thereof appear to be in order,
  - (c) the loss or delay in the forwarding of the documents except due to any error, neglect or default of any of the Bank or the Bank's agents.
- 37.13 Where the Bank agrees to accept a delivery order/delivery note/cargo receipt or other similar document signed by the Customer or their nominated agent/representative acknowledging receipt of the goods being in good order and condition whether for the account of the Bank or otherwise, the Customer waives all irregularities, discrepancies, inconsistencies, omissions, insufficiencies, missing documents and delays in the documents received by the Bank or tendered under the LC including late presentation and expired LC. The Customer undertakes to accept that all such documents correspond with the LC and the Customer shall accept any draft(s) and/or documents drawn on the Customer and the Bank is irrevocably authorised to pay on presentation or maturity, as the case may be, the amount(s) of the said draft(s) and/or documents together with all charges if any and to debit the Customer's account(s) accordingly.
- 37.14 The Bank shall not in any circumstances be held responsible for any detention, loss or deterioration of, or any damage to the goods or for any failure to insure them, or for their quantity, quality, condition or delivery or the correctness, validity, sufficiency or genuineness of any of the documents relating to them.
- 37.15 The Bank shall have security interests in and hold as security all documents issued, drawn under or otherwise in connection with the LC (including but not limited to any shipping documents, cargo or warehouse receipts, policies of insurance/Takaful, and/or any documents accompanying or relative to the draft(s) and/or documents drawn under the LC), goods shipped under or pursuant to the LC or any subsequent sale thereof by the Customer and the proceeds of each and all of the foregoing (collectively the "**Secured Property**"), for all monies, interest/profit, fees, commission and/or charges, obligations and liabilities, whether absolute or contingent, which are now or may at time hereafter be owing by the Customer to the Bank (collectively the "**Obligations**") until such time as all the Customer's obligations or liabilities to the Bank have been fully paid or discharged. The Bank may hold and dispose of the Secured Property or any part thereof whether or not in the Bank's possession or control or that of the Customer or that of the Bank's correspondent(s) in the event the Customer defaults in the Obligations or any part of it to the Bank with prior notice to the Customer. If the sale proceeds do not pay for all of the Obligations, the Customer shall immediately pay the remaining amount due to the Bank. All fees (including attorney's fees on a full indemnity basis), charges, expenses and taxes incurred in connection with the sale shall be borne by the Customer. The Customer shall indemnify the Bank against all claims arising out of any assertions by any third party in connection with the sale of any or all of the Secured Property.
- 37.16 In the case of loss of the goods shipped, the Customer shall have no claim against the Bank in respect of the policies of insurance/takaful of the goods and the Bank shall be entitled to obtain payment of all monies payable under the policies and to apply the monies received thereunder towards payment of the Obligations in the manner stated in clause 37.15 above.
- 37.17 The Customer shall:
- (a) pay interest/profit at the rate fixed by the Bank from time to time with monthly rests from the date of the draft(s) and/or documents to the date of payment by the Customer;
  - (b) pay the Bank's usual commission and all expenses and the Bank's agents' charges, if any; and
  - (c) pay the current rate of exchange at the date of payment as conclusively determined by the Bank unless otherwise agreed.



- 37.18 The Customer shall pay to the Bank on demand all amounts paid by the Bank under the LC or shall place with the Bank funds to meet any draft(s) and/or documents accepted under the LC on or before maturity. The Customer shall execute all documents and take all actions upon the Bank's request with a view to protect the Bank's interests in the secured property. In each case payment will (unless otherwise agreed or required by the Bank) be made in Malaysia Ringgit in Malaysia or in the foreign currency which is the legal tender in the respective currency settlement centre together with the Bank's commission and all interests/profits, charges and expenses payable to or incurred by the Bank under or in connection with or in respect of the LC. Interests/profits for these purposes shall accrue upon such amounts as stated above, from the date when such amounts were first paid by the Bank until full payment by the Customer (both after as well as before judgement), at such percentage rate per annum above the cost to the Bank (as conclusively determined by the Bank) of acquiring such funds in such currency and manner as the Bank may from time to time decide. The Bank may take such action as the Bank may think fit to reimburse itself in respect of any payments made or other liabilities incurred by the Bank under or in connection with or in respect of the LC.
- 37.19 Where the Bank or any other bank negotiates, pays or accepts the draft(s) and/or documents received or tendered under the LC after determining in good faith and without gross negligence that they comply with the LC, such draft(s) and/or documents tendered shall be taken to be in order and shall irrevocably bind the Customer to make payment to the Bank for the amount(s) of the draft(s) and/or documents and the Bank is duly authorised to debit the Customer's accounts accordingly.
- 37.20 The Bank may (but is not obliged) at its sole discretion request the Customer to state whether the documents tendered are to be accepted in spite of any discrepancies, and the Customer shall reply or respond by telephone or by telex or by telefax or by other electronic transmission or in writing delivered by hand to reach the Bank. In the event the Customer does not respond or delay in responding, the Bank may reject discrepant documents.
- 37.21 Where discrepancies have been noted and the Bank rejects the related drawing/presentation of documents as a result of such discrepancies, the Customer irrevocably and unconditionally agree to indemnify the Bank in the event that the rejection of documents is subsequently held by any court of law to be invalid and the Bank is irrevocably authorised to debit the Customer's account(s) with the amount payable together with all interest/profit, charges and all related costs including all losses, costs (legal or otherwise) and expenses incurred, sustained or suffered by the Bank in connection therewith.
- 37.22 The Customer shall indemnify the Bank and keep the Bank indemnified against all liabilities, losses, damages, costs, expenses, claims and demands which the Bank may suffer, incur or sustain by reason or on account of the Bank opening or issuing or establishing the LC or arising in relation to or out of the LC or otherwise howsoever, including all legal and other costs (on a full indemnity basis), charges and expenses the Bank may incur in connection with the enforcement, or attempted enforcement of the Bank's rights under this indemnity or under or in connection with or in respect of the LC. The Bank is authorised to debit the Customer's accounts with the Bank all amounts owing or payable in connection with or in respect of the LC.
- 37.23 In addition to any general lien, right of set-off or any other right to which the Bank may be entitled by law, the Bank may at any time at the Bank's discretion and with prior notice set-off or transfer any sum or sums standing to the credit of the Customer's account from time to time (including any fixed deposit account, notwithstanding that any deposit on such fixed deposit account has not matured or any of the special conditions applicable to the deposit have not been satisfied) in or towards payment or satisfaction of all or any monies or liabilities (whether actual or contingent) due or owing to the Bank under or in connection with or in respect of the LC.

- 37.24 Unless otherwise instructed, the LC would be subject to the latest version of the ICC Customs and Practice for Documentary Credits, International Chamber of Commerce, Paris, France which is in effect on the date of issuance of the LC by the Bank.

*Inward Documentary Collection*

- 37.25 Having exercised due care in the selection of any correspondent where bills under Inward Documentary Collection/Inward Documentary Collection-i may be received for collection, the Bank shall not be responsible for any act, omission, default, suspension, insolvency or bankruptcy of any such correspondent or sub-agent thereof, or any delay in remittance, loss in exchange or loss of item or its proceeds during transmission or in the course of collection, except due to any error, neglect or default of any of the Bank or the Bank's agents.
- 37.26 In order to secure release of documents under documentary collection on acceptance basis, the Customer is required to first collect the usance draft from the designated Business Banking Service Desk or Central Services before accepting and returning the accepted draft to the Bank. A scanned copy of the accepted draft is required to facilitate the processing of the Customer's instruction pending the Bank's receipt of the original draft. The Customer may refer to the Bank's website [www.ocbc.com.my](http://www.ocbc.com.my) for the location of the Bank's Business Banking Service Desk or Central Services.
- 37.27 The collection of the Bills would be subjected to Uniform Rules for Collections, International Chamber of Commerce Publication currently enforced.

*Trust Receipt (TR) / Trust Receipt-I (TR-i)*

- 37.28 By making an application for TR/TR-i, the Customer represents that the Customer has not obtained and will not obtain other financing for the purchase / sale for which the Customer applies for the TR/TR-i, including leasing, hire purchase and factoring.
- 37.29 The Customer undertakes and agrees to submit the original TR/TR-i draft to the Bank within 14 days from the date of the financing schedule issued by the Bank to the Customer. The Bank reserves the right to suspend future online submission of similar transactions, as the Bank deems fit, whenever the required original draft(s) is/are not submitted to the Bank on timely basis in accordance with this clause.
- 37.30 The Customer shall indemnify the Bank and/or the Bank's correspondents and agents on demand against all actions claims demands costs expenses liabilities of whatever nature and losses whenever incurred for anything done or omitted in connection with or arising out of the Bank's release to the Customer of the documents ("**Documents**") or otherwise in relation to the goods ("**Goods**") subjected to the TR/TR-i.
- 37.31 The Bank shall have no responsibility whatsoever for the correctness, validity or sufficiency of the Documents or for the existence character quality quantity condition packing value or delivery of the Goods.
- 37.32 The Bank is irrevocably authorised to debit the Customer's account on/upon maturity for the TR/TR-i with notice to the Customer.

*Banker's Acceptance (BA) / Accepted Bills-i (AB-i)*

- 37.33 By making an application for BA/AB-i, the Customer represents that the Customer has not obtained and will not obtain other financing for the purchase / sale for which the Customer applies for the BA / AB-i, including leasing, hire purchase and factoring.
- 37.34 The Customer undertakes and agrees to submit the original BA/AB-i draft to the Bank within 14 days from the date of the financing schedule issued by the Bank to the Customer. The Bank

reserves the right to suspend future online submission of similar transactions, as the Bank deems fit, whenever the required original draft(s) is/are not submitted to the Bank on timely basis in accordance with this clause.

- 37.35 Where the BA/AB-i is to finance purchase of goods, the goods purchased are not intended to be fixed assets.
- 37.36 By making an application for BA/AB-i, the Customer represents that the BA/AB-i is a genuine trade transaction in full compliance with any guidelines or regulations issued by Bank Negara Malaysia from time to time.

*Invoice Financing (IF) / Invoice Financing-I (IF-i) / Foreign Currency Trade Finance (FCTF)*

- 37.37 By making an application for IF/IF-i/FCTF, the Customer represents that the Customer has not obtained and will not obtain other financing for the purchase / sale for which the Customer applies for the IF/IF-i/FCTF, including leasing, hire purchase and factoring.
- 37.38 This application for IF/IF-i/FCTF shall arise from:
- (a) genuine trade transactions with actual physical flow and transfer of ownership to the goods/merchandises or in respect of the goods and/ or services or utilities relating to the production of the goods/merchandise or any duty payable in respect thereof; or
  - (b) any provision of services relating to the above genuine trade transaction.
- 37.39 In case of import/purchase transactions, if the Customer has not made payments to the Customer's supplier under the above-referred invoice(s) submitted to the Bank, the funds derived from IF/IF-i/FCTF will be used to pay off the supplier and any shortfall will be debited from the Customer's account as stated in the application form.
- 37.40 Any early settlement of the financing prior to maturity will be subjected to the Bank's consent and break funding cost (as determined by the Bank), if any, will be charged to the Customer.
- 37.41 With the IF-i application, the Customer appoints the Bank as Wakil (agent) as set out in OCBC Al-Amin Bank Product Terms to buy and sell asset under Commodity Murabahah / Tawarruq transactions. The Bank may appoint sub-agent(s) or delegate any function as deem fit at the Bank's sole discretion.

*Bank Guarantee (BG) / Bank Guarantee-I (BG-I)*

- 37.42 Cash deposits or fixed deposits pledged to the Bank to support the application for BG/BG-i will only be released upon receipt by the Bank a written discharge letter from the beneficiary or after the expiry date or claim period of the BG/BG-i.
- 37.43 The Bank is authorised, whether before or after the Bank has made payment under the BG/BG-i:
- (a) to earmark and withhold from the Customer's account(s) (including any fixed deposit/i account(s) with the Bank) ("Account(s)") or from any funds held by the Bank to which the Customer may be entitled, a sum equivalent to the liability or contingent liability under the BG/BG-i; and
  - (b) to debit the Account(s) at such time(s) as the Bank deems fit for:-
    - (i) the commission and charges payable for the issuance of the BG/BG-i; and
    - (ii) the amount of any payments the Bank may make or be required to make in respect of the BG/BG-i together with such interest /compensation, and (if any

Account(s) are overdrawn due to the debiting) the applicable overdrafts/excesses charges.

- 37.44 In the event the Customer applies to backdate the effective date of the BG/BG-i, the Customer confirms that there are no liabilities outstanding during the back-dated period. If a claim is submitted for the back-dated period, the Customer irrevocably authorises the Bank to set-off the claim from the earmarked Account in accordance to the terms and conditions stated in the application (where applicable).

*Standby Letter Of Credit (SBLC) / Standby Letter Of Credit-I (SBLC-I)*

- 37.45 SBLC/SBLC-i is governed by the "International Standby Practices ISP 98" (ICC Publication 1998) ("the Publication") and, for all issues not covered by the Publication, the laws of Malaysia will apply. In case of conflict, the Publication will prevail. The courts of Malaysia shall have non-exclusive jurisdiction over any dispute arising from this SBLC/SBLC-i. Unless the Customer agrees, the SBLC/SBLC-i will be issued subjected to the latest version of the Publication which is effective on the date of its issuance. The undertakings and terms will be construed in accordance with the laws of Malaysia.

## 38. DEFINITIONS

- 38.1 In this Product Addendum, the following words and expressions shall have the following meanings:

**Account** means an e-money account offered by issuers of e-money issuer and all types of banking accounts offered by banks, except for fixed deposit accounts for DuitNow Auto Debit service. This shall include, but not limited to, savings account, current accounts, Wadiah accounts, Mudharabah accounts, virtual internet accounts. Additionally, means all line of credit accounts tied to payment cards where transactions is made for bill;

**ATM** means an automated teller machine of the Bank and may include other ATMs;

**Bank's Customer** means Any individual or corporate entity who has account(s) with Biller Bank who has received Erroneous Payment Instruction or Fraudulent Payment Instructions and/or funds due to errors of other Biller, Payer or any client of the Biller Bank for JomPAY service;

**Beneficiary of Fraud** means the party who ultimately benefits from an Unauthorized Payment Instruction, or Fraudulent Payment Instruction for JomPAY & DuiNow Auto Debit service;

**Biller Code** means an alpha numeric code uniquely identifying either: a biller or a biller' product or service category for the purpose of routing Payments to the biller for JomPAY service;

**Biller Management Module (BMM)** means A web-based application to maintain Biller details that can be accessed by Biller, Payer Bank, Biller Bank and Scheme Operator for JomPAY service;

<b>Billers</b>	means the applicant and account holder that authorize to receive funds using JomPAY;
<b>Bulk Cheque Service</b>	means a Product provided as part of the Bank's Electronic Services known as "Bulk Cheque Service";
<b>Business Day</b>	means any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur;
<b>CASA</b>	means current account and savings account for JomPAY service;
<b>Cash-In ATM</b>	means the electronic machine or terminal known as "Cash-In ATM";
<b>Channels Account Reporting</b>	means a Product provided by the Bank known as "Channels Account Reporting";
<b>Cheque-Printing Software</b>	means a Product provided as part of the Bank's Electronic Services known as "Cheque-Printing Software";
<b>Clearing Cut-Off Time</b>	means such 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 Customer;
<b>Crediting Participant</b>	means the bank that the Merchant maintains an account to receive incoming proceeds from payments using DuitNow AutoDebit;
<b>Debiting Participant</b>	means banks and e-money issuer participating in RPP where the Payer maintains an Account(s) for DuitNow Auto Debit service;
<b>Direct Debit</b>	means a Product provided as part of the Bank's Electronic Services known as "Direct Debit";
<b>DuitNow</b>	means a Product provided as part of the Bank's Electronic Services known as "DuitNow";
<b>Electronic Terminal</b>	means the electronic machines or terminals and includes ATMs, Quick Deposit Machines and Cash-In ATM;
<b>Erroneous Payment Instruction</b>	means a Payment Instruction for JomPAY service that is initiated wrongly or is incorrect as follows: i) Participants post erroneous entries to Billers/Payers bank accounts, or generate invalid, incorrect, misdirected or duplicated Payment Instructions on behalf of Biller/Payers due to technical errors or operational errors. ii) Technical or operations errors at the Scheme Operator that results in incorrect or duplicated Payment Instructions. iii) Mistaken Payment Instruction which is directed to the wrong Billers/Payers, contains incorrect recipient reference numbers, carries the wrong amount, or is duplicated;
<b>FCA</b>	means both FCCA and FCTDA;

<b>FCCA</b>	means Foreign Currency Call Account;
<b>FCTDA</b>	means Foreign Currency Time Deposit Account;
<b>Fingerprint Recognition Features</b>	means such fingerprint recognition features which are developed, installed and made available by third party manufacturers/developers/ providers for use on a mobile device and designated as such by the Bank from time to time, and shall include, unless otherwise notified by the Bank, the fingerprint recognition feature of: <ul style="list-style-type: none"> <li>(a) Touch ID designed and owned by Apple Inc.</li> <li>(b) Fingerprint Scanner designed and owned by Samsung Electronic Co.;</li> </ul>
<b>FPX</b>	means a Product provided as part of the Bank's Electronic Services known as "FPX";
<b>Fraudulent Payment Instruction</b>	means a Payment for JomPAY service which has been induced by dishonest or fraudulent means and which the Payer requests be refunded. It includes cases where a Payer makes a Payment as a result of a fraudulent invoice issued by a third party who purports to be a Biller (and is not in fact a Biller) or a third party who impersonates a Biller;
<b>GIRO</b>	means a Product provided as part of the Bank's Electronic Services known as "GIRO";
<b>GIRO System</b>	means the System that manages the Bank's Electronic Services known as "GIRO";
<b>H2H@OCBC</b>	means a Product provided as part of the Bank's Electronic Services known as "Host-to-Host@OCBC";
<b>HDA</b>	means Housing Development Account;
<b>IBCA</b>	means Interest Bearing Current Account;
<b>Interbank GIRO (IBG)</b>	means an interbank payment and funds transfer system that facilitates payments and collections via the exchange of digitized transactions between banks;
<b>Islamic Services</b>	means a Product provided by the Bank that is known as "Islamic Services";
<b>JomPAY Brand</b>	means the brand, icon, logo and marks for the JomPAY Scheme;
<b>Line of Credit Accounts</b>	means Credit card account(s), charge card account(s) and prepaid card account(s) for JomPAY service;
<b>Main Account</b>	means Current Account of the Customer which the Bank allows the Customer to associate with a Virtual Account Number through the use of the OCBC VA Service;

<b>Merchant</b>	means the applicant and account holder that receive incoming proceeds from payments using DuitNow AutoDebit;
<b>Mistaken Payment Instruction</b>	means a payment for JomPAY service that is made or not made to a person or for an amount which is not in accordance with a Payer's payment instructions or contains an error in the payment instructions from the Payer resulting in payments which: i) are directed to the wrong customer. ii) contain incorrect Recipient Reference Numbers. iii) carry the wrong amount or are duplicated;
<b>Mobile Device</b>	means mobile devices which are compatible and installed with the "OCBC Business Mobile Banking" application (or such revised or rebranded application(s) as may be notified to the Customer) downloaded from designated mobile application store(s) and which may be used to access the OCBC Business Mobile Banking Service;
<b>OCBC Alert Notification Service</b>	means a Product provided as part of the Bank's Electronic Services known as " OCBC Alert Notification Service";
<b>OCBC Business Mobile Banking Service</b>	means a Product provided as part of the Bank's Electronic Services known as "OCBC Business Mobile Banking Service";
<b>OCBC OneCollect Service</b>	means the QR code e-payment collection service bearing the "OneCollect" brand name (or such revised brand name) comprising web and mobile applications that enable the Customer to accept electronic payments via QR code;
<b>OCBC VA Service</b>	means a service provided as part of the Bank's Internet Business Banking Services to enable the assignment of one or more Virtual Account Numbers to be associated with a Customer's Main Account(s) to facilitate the identification of certain transactions made by reference to any Virtual Account Number associated with the Customer's Main Account(s) from time to time relating to such Customer's Main Account(s), and shall include any notifications, communications or services in relation to the OCBC VA Service and/or any services, functions and features made available by the Bank from time to time to the Customer through such part of the Electronic Services as relates to the OCBC VA Service;
<b>Off-us</b>	means all payment instructions for JomPAY service in which the Payer Bank and Biller Bank are not the same bank;
<b>On-us</b>	means all payment instruction for JomPAY service in which the Payer Bank and Biller Bank are the same bank;
<b>Payer</b>	means the applicant and account holder that authorize to pay funds using JomPAY or in the context of DuitNow Auto Debit means the applicant and account holder that authorize Merchant to collect or receive funds using DuitNow AutoDebit;
<b>Payer Bank</b>	means a participant in the JomPAY scheme who offers services that allow payers to initiate payment instructions;

<b>Payment Instructions or Payment</b>	means an order from a Payer for JomPAY service to its Payer Bank directing the Payer Bank to: i) Draw funds from the Payer's bank account. ii) Transmit an IBG entry to transfer funds to Biller Bank to pay a Biller for a bill. "Real-time Notification (RTN)" means a form of electronic message sent to biller to provide advance notice of incoming payment from a payer once the Payer Bank account has been successfully debited for a payment instructions to the biller;
<b>Quick Deposit Machine</b>	means the electronic machine or terminal known as "Quick Deposit Machine";
<b>Quick Deposit Service</b>	means a Product provided by the Bank known as "Quick Deposit Service";
<b>Real-time Notification (RTN)</b>	means a form of electronic message sent to biller to provide advance notice of incoming payment from a payer once the Payer Bank account has been successfully debited for payment instructions to the biller for JomPAY service;
<b>Recipient</b>	means individuals, companies, body corporates, business, (including sole proprietors and partnerships), government agencies, statutory bodies, societies, and other customers who receive via DuitNow AutoDebit;
<b>Recipient Reference Number (RRN)</b>	means a unique identifier assigned by a biller to a payer referred as Ref1 and Ref2 on a bill for JomPAY service;
<b>Registered Mobile Device</b>	means a Mobile Device with Fingerprint Recognition Features which has been activated for the OCBC OneTouch™ Service and such activation has been registered by the Bank in accordance with the Bank's Procedures. After activation and registration, a Registered Mobile Device allows access to information in respect of a Customer's Account(s) through the OCBC OneTouch™ Service;
<b>Standing Instruction</b>	means a Product provided by the Bank that is known as "Standing Instruction";
<b>STMMDA</b>	means Short Term Money Market Deposits Account;
<b>Trade Finance Products &amp; Services</b>	means a Product provided as part of the Bank's Electronic Services known as "Trade Finance Products & Services";
<b>Unauthorised Payment Instruction</b>	means a payment made without the authority of the payer who is purported to have initiated the payment. It includes cases where the payment instruction has been made by a third party who has obtained unauthorized access to a payer account and makes unauthorized payment instruction from the payer account to make other payments for JomPAY service;
<b>Unrecoverable Loss</b>	means the portion of funds credited to the wrong party due to Erroneous Payments or Fraudulent Payments that cannot be



retrieved after Participants have exhausted the recovery of funds process for JomPAY service;

**VA Transaction**

means any transaction effected through any use of the OCBC VA Service, whether authorised, effected and/or initiated by the Customer, its payors and/or any other person;

**Virtual Account**

means a notional account that is: (a) associated with a Customer's Main Account(s); and (b) referenced by a Virtual Account Number through the use of the OCBC VA Service; and

**Virtual Account Number**

means a proxy account number.

38.2 Unless the context requires otherwise, in this Product Addendum, any reference to clauses and addendums are, unless otherwise provided, a reference to clauses of and addendums to this Product Addendum.