Enquiry Assistant Terms and Conditions

- 1. Enquiry Assistant is just a chatbot virtual assistant that acts as an alternative channel for you to enquire and obtain general corporate product information. While the Enquiry Assistant is a convenient channel for general enquiry, it has limitations. If you don't find what you are looking for from the Enquiry Assistant, or if you need specific information for an existing product or service with the bank, or if the Enquiry Assistant is not available, you may click on the 'Get in touch with us' icon and fill your details in the <online form> and submit the same for us to attend to you.
- 2. The Enquiry Assistant responds to your enquiry by directing you to general information about our corporate products and services. The information may be availed in English or such other languages determined by the Bank from time to time. Information on interest/profit rates, exchange rates, prices, etc. published on OCBC's website or other media are indicative only. The actual rates or prices that shall apply can only be determined at the time the transaction is entered into. All products and services are subject to their respective terms and conditions, which shall prevail over and notwithstanding any response by the Enquiry Assistant.
- 3. By using the Enquiry Assistant, including providing or submitting any information to us, making any inquiries of us, and/or receiving any of our replies in response to your inquiries through the Enquiry Assistant, you agree to and accept the following terms and conditions.
- 4. Any replies provided by the Enquiry Assistant, including any services, products, information, data, text, graphics, audio, video, links or other items, are provided for general information purposes only. No representation or warranty whatsoever (including any representation or warranty as to accuracy, usefulness, adequacy, timeliness or completeness) in respect of any information (including without limitation any statement, figures, opinion, view or estimate) provided by the Enquiry Assistant is given by OCBC Bank (Malaysia) Berhad and OCBC Al-Amin Bank Berhad (collectively, 'OCBC') and it should not be relied upon as such. Neither OCBC nor the Enquiry Assistant undertakes an obligation to update the information or to correct any inaccuracy that may become apparent at a later time. All information provided is subject to change without notice. OCBC shall not be responsible or liable for any loss or damage whatsoever arising directly or indirectly howsoever in connection with or as a result of you or any other person acting on any information provided by the Enquiry Assistant.
- 5. Without limitation to the generality of the above, you agree and confirm that OCBC shall in no event be liable for any direct, indirect, incidental, punitive, special or consequential damages or economic loss whatsoever caused arising directly or indirectly in connection with the Enquiry Assistant, including but not limited to:
 - (i) losses, damages or costs suffered or incurred by you arising from or referable or consequential to any request, instruction or information given by you on the Enquiry Assistant;
 - (ii) losses, damages or costs suffered or incurred by you as a result of any use, inability to use, interruption in the use, or prohibition, restriction, or delay in use or access of the Enquiry Assistant for any reason whatsoever;
 - (iii) losses, damages or costs suffered or incurred by you arising from or in connection with any system, hardware, software, telecommunications, server or connection failure, error, fault, defect, omission, interruption, corruption, interception, delay in transmission, bug, computer virus, and other malicious, invasive, destructive or corrupting code, program or macros;

- (iv) any failure, error(s), fault, defect, omission, interruption, corruption, interception or delay in transmission of any request, instruction or information that might have been transmitted through the Enquiry Assistant; and
- (v) any replies, acts or omissions relating to any request, instruction or information given by you.
- 6. You hereby agree to indemnify OCBC, its agents and service providers, and to keep OCBC, its agents and service providers harmless from any losses, damages, costs, charges, expenses, liabilities, claims or proceedings which OCBC and/or its agents and/or service providers may suffer as a result of or in relation to your inquiries and instructions and your use or purported use of the Enquiry Assistant.
- 7. When you key in, provide, submit your enquiries to the Enquiry Assistant, all the contents and information keyed in, provided and submitted by you will be collected and processed by OCBC's service providers for OCBC. By using the Enquiry Assistant, you agree with the collection and processing of your information and personal data for and on behalf of OCBC in accordance with OCBC's Privacy Policy. You acknowledged having read OCBC's Privacy Policy posted on OCBC's website, which notifies you that:
 - (i) OCBC may collect your personal data directly from you or from third party sources;
 - (ii) the purposes for which your personal data is collected;
 - (iii) your rights to access your personal data and correct it;
 - (iv) the class of third parties to whom OCBC may disclose your personal data;
 - (v) the choices and means for limiting the processing of your personal data;
 - (vi) whether the personal data requested is obligatory or voluntary, and if obligatory, the consequences for not providing such data;
 - (vii) to update your personal data as soon as there are changes; and
 - (viii) OCBC's contact details if you wish to make inquiries or give feedback;
- 8. OCBC reserves the right to vary or delete any of these terms and conditions with notice. Notice may be given by way of posting it in OCBC Website. These terms and conditions shall be governed by the laws of Malaysia, and you agree to submit to the exclusive jurisdiction of the courts of Malaysia.