

These terms and conditions govern OCBC Bank (Malaysia) Berhad's depository and current accounts and the services specified hereunder.

These terms and conditions will take effect from 5 January 2022.

## PART 1 - GENERAL TERMS & CONDITIONS

**Part 1 shall apply to both the Accounts and the Services unless specified otherwise.**

### **1.1 DEFINITIONS**

(a) "Account" means the Customer's deposit or current account(s) opened with the Bank. The relevant account opening form will state whether the Account is protected by Perbadanan Insurans Deposit Malaysia ("PIDM") or not.

(b) "ATM" means an automated teller machine of the Bank and may include other ATMs.

(c) "Authorised User" means the person or persons for the time being authorised in writing by the Customer to operate any or all the Accounts and/or to use the Services.

(d) "Bank" means OCBC Bank (Malaysia) Berhad and includes its successors-in-title and assigns.

(e) "Business Day" means a day on which the Bank or any of its branches is open for business.

(f) "Card" means the card, including Debit card or the electronic or computerised device/token issued to the Customer and if permitted by the Bank, to an Authorised User.

(g) "Customer" means the person who is a customer of the Bank and its successors-in-title.

(h) "Electronic Terminal" means the electronic machines or terminals and includes ATMs, Quick Deposit Machines, ATM Cash-In.

(i) "Electronic Services" means the electronic services in **Part 3A and 3B** and includes other electronic, telemetric, digital, visual, video or other new services made available from time to time.

(j) "Force Majeure" means any cause beyond the reasonable control of the Bank, including without limitation, failure, or disruption of any mechanical or electronic device, data processing system or transmission line, utilities or communication systems, sabotage, fire, flood, landslide, earthquake, epidemic, natural catastrophe, accident, explosion, acts of God, strikes, industrial dispute, lockdown / movement restriction, riots, civil disturbances, embargo, act of public enemy / terrorism or war or any monetary or exchange control restrictions.

(k) "PIN" means the Customer's personal identification number for use in the ATM and "TPIN" is his personal identification number for use through the telephone or other electronic means.

(l) "Security Codes" means the security codes (including password, PIN, TPIN, encoded electronic strip, chip or digital certificate) to operate the Account and access the Electronic Services.

(m) "Services" means the services and the Electronic Services and includes any other additional or new services made available by the Bank.

(n) "Terms & Conditions" means these terms and conditions and shall include any variations, amendments and supplements made to the same by the Bank.

### **1.2 INTERPRETATION**

(a) Words which refer to the singular shall include the plural and vice versa. Words which refer to the masculine gender shall include the feminine and neuter gender and vice versa.

- (b) Reference to time of a day shall be construed as reference to Malaysian time.
- (c) Reference to any law includes any amendments to the law.
- (d) Where there are two or more persons comprised in the term "the Customer":-
- (i) All instructions, agreements and obligations shall be taken to have been issued by and binding upon such persons jointly and severally and the Bank may act on such notices or instructions without enquiry; and
  - (ii) Any notice given by the Bank to any one of such persons shall be sufficient notice to all the accountholders.
- (e) Where the Customer has appointed an Authorised User(s), all references to the "Customer" shall also refer to his/her Authorised User.

## **2. ACCOUNT OPENING & SUBSCRIPTION OF SERVICES**

2.1 The Accounts and the Services will be available to individual persons, sole proprietorships, partnerships, limited liability partnerships, companies, societies, statutory bodies and such other entities whose application for Accounts and/or Services is accepted by the Bank.

2.2 The applicant will complete the application forms and submit supporting documents required by the Bank. The Bank may refuse an application. The Bank may conduct credit checks, collect and verify information given by the Customer with the relevant registrars, credit bureaus and credit reporting agencies. The Customer consents to disclosure by credit reporting agencies of his credit report and information to the Bank for the purpose of applying for the Account and Services and for the Bank's risk management and review. The Bank may but is not obliged to convey the Customer's consent and the purpose of such disclosure to the credit reporting agencies.

## **3. INSTRUCTIONS AND NOTICES FROM THE CUSTOMER**

3.1 All notices given by the Customer to the Bank must be sent to the branch where the Account is maintained. Such notices are delivered when the Bank has acknowledged receipt of the notice.

3.2 The Bank may rely upon and act on the Customer's instructions, whether given by telephone, post, facsimile transmissions, or other electronic means. The Bank will only carry out instructions in accordance with its established and regular business practices, procedures and policies and may decline any instructions without liability to the Customer.

3.3 Instructions to change mandate will be effected by Bank at least three (3) Business Days (or any other reasonable time period set by the Bank and notified to the Customer) after the receipt of the instruction.

3.4 The Bank may record all telephone conversations and instructions and may use such recordings and transcripts as evidence in any dispute.

3.5 The Customer shall undertake to ensure compliance to all applicable Foreign Exchange Notices at all times for all transactions performed for Account(s) maintained with the Bank.

## **4. NOTICES FROM THE BANK**

4.1 The Bank may give any communication or notice to the Customer by post, notification in the mass media, posting the notice in the Bank's branches, inserting the notice into the statement of account, electronic transmission (including via facsimile, mobile phones, other devices or the internet) or by posting at the Bank's website or at the ATM or other terminals of the Bank.

4.2 Such notices or communications from the Bank:-

(a) If sent by post or courier addressed to the Customer at his address registered with the Bank is taken as served on the Customer:

(i) within three (3) days after posting if the Customer's address is in Malaysia and within five (5) days after posting if his address is outside Malaysia; or

(ii) on the same day that it is left at the address of the Customer, if despatched by courier; or

(b) If transmitted to such facsimile number, mobile phone/device number, email of the Customer registered with the Bank, is taken as served on Customer immediately upon transmission; or

(c) If posted in the branch, at the Bank's website or in the mass media, such notice is taken to have been made on the date stipulated in the notice and if no date is stated, on the date of posting or publication.

## 5. DEPOSITS AND WITHDRAWALS

5.1 Deposits and withdrawals must comply with the Bank's requirements, including on minimum deposits, withdrawals and minimum balances to be maintained in the Accounts. Withdrawals may be paid by cash, banker's cheque/draft and/or other forms of remittances.

5.2 The Customer is to check that the particulars of such transactions (where such particulars are furnished to the Customer upon completion of such transaction) are correct. If there is any error, the Customer shall immediately report it to the Bank.

5.3 In the case of telegraphic/mail/electronic transfer in foreign currency into the Account, the Bank reserves the right to decide the rate of conversion of the foreign currency into Ringgit Malaysia.

5.4 Where the Customer uses postal (including prepaid envelopes) or courier services to deliver any cheques or documents to the Bank, the Customer bears the risk of their delay or loss.

5.5 Foreign cheques, 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 cheques or any other monetary 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.

5.6 The Customer shall keep in safe custody all cheque books/cheque leaves. The Customer shall notify the Bank immediately when the Customer becomes aware that any of the above is lost or used without authority. The Bank shall not be responsible for any loss by fraudulent or unauthorised drawings on the Account.

5.7 Cheques and negotiable instruments which have been dishonoured will be returned by post to the Customer at the Customer's own risk and expense.

5.8 The Bank may refuse to accept any deposits or permit any withdrawals whenever there is a breakdown or failure in the on-line computer system affecting any branch/branches of the Bank.

## 6. LIMITS ON TRANSACTIONS

6.1 All inter-branch cash withdrawals can only be made at the Bank's branches within Malaysia subject to such conditions as the Bank may notify the Customer.

6.2 The Bank may impose any limit on usage or operation of any of the Services or Accounts. The Customer may vary the limits by notifying the Bank. The Bank has no duty to ensure that the Customer does not exceed such limits.

## **7. SUFFICIENT FUNDS**

The Customer shall ensure there are sufficient cleared funds in the Account to perform his transactions unless the Customer has made prior arrangements with the Bank.

## **8. JOINT ACCOUNTHOLDERS**

8.1 The holders of a joint account shall be jointly entitled to any deposit, investment or credit balance in the Account. Each of the joint accountholders authorises the Bank to collect and credit to the joint account any cheques payable to any one of the joint accountholders or to two or more of them jointly. The Bank need not concern itself with the application of such funds.

8.2 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.

8.3 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.

## **9. UNINCORPORATED PARTNERSHIP ACCOUNTS**

Where the Customer is an unincorporated partnership, all the partners shall be jointly and severally responsible to the Bank for all monies and liabilities incurred by all or any one of the partners to the Bank. Upon the death, bankruptcy or retirement of any partner, the Bank may treat the continuing or surviving partners as having full authority to operate the Account or use the Services. The Bank shall have no liability in accepting any instructions from the remaining partners.

## **10. INTEREST**

Interest, if any, shall be paid at such frequency and at the rate determined by the Bank. Interest on fixed deposit shall cease on due date. No interest shall be payable in respect of unpaid items and the Bank may adjust any interest accrued or credited in respect of these items.

## **11. FEES, CHARGES & TAXES**

11.1 The Bank shall be entitled to impose and deduct from the Account the following:-

- (a) Costs, fees, bank charges, service charges, commissions, stamp duty on the transactions and the Services at such rates as may be applicable from time to time;
- (b) Any value added tax, goods and services tax, withholding or other taxes, levies or charges on any transactions or the Services or on any amount or interest due to the Customer; and
- (c) Any legal fees and costs (on a solicitors and own client basis) incurred by the Bank for any interpleader, recovery or any other proceedings and indemnities given to the Bank.

If deductions cannot be made, such sums with interest thereon at the rate determined by the Bank (calculated from date such sums are expended by Bank) shall be paid to the Bank on demand.

11.2 The fees and charges are available from the Bank's branches, website or any other delivery channel of the Bank. The Bank may vary such fees and charges with prior notice.

## **12. CLOSING OF ACCOUNTS AND SUSPENSION / TERMINATION OF THE SERVICES**

12.1 Dormant Account: If no transactions are carried out on any of the Account within the period specified by the Bank, the Bank may consider that Account dormant and may impose a charge or fee on that Account and close that Account with prior notice to the Customer. In the event the credit balance in the Account is remitted to the Registrar of Unclaimed Moneys pursuant to the Unclaimed Monies Act 1965, the Account will then be closed.

12.2 The Bank may close any Account or terminate the Services or wholly or partly suspend the usage of any Account or Services:-

(a) If the Bank believes or suspects that the Account is used for money laundering or other fraudulent or illegal schemes or in breach of any guidelines or rules issued by Bank Negara Malaysia or any other authority;

(b) If the Bank believes or suspects that there is a breach of Clause 22A.2 or 22A.3; or when the Bank believes or suspects that the Account or Services are being accessed or used in/from a Sanctioned Country (as defined in Clause 22A.1);

(c) If the Bank in good faith doubts the authority or authenticity of any instructions;

(d) If there are changes in the name, constitution, composition or dissolution of the Customer due to retirement, resignation, incapacity, bankruptcy, winding-up, insolvency or otherwise; or

(e) If there is a dispute in relation to any of the Accounts

12.3 The Customer may terminate the Account or suspend or terminate the utilisation of any of the Services by giving written notice to the Bank. For a corporate Customer, the notice period to terminate the Account or utilisation of any of the Services shall be at least 30 days. The Bank may also close the Account or suspend or terminate any or all of the Services by giving notice to the Customer. Upon closure of the Account, all unused cheque books/leafs shall be returned to the Bank.

12.4 The Bank may impose a service charge if any Account is closed within three months (or such other period as may be stipulated by the Bank) from the date the Account was opened.

12.5 The Bank's liability in respect of any credit balance in the Account shall be discharged by sending to the Customer at his/her last known address registered with the Bank, a banker's cheque/draft for the credit balance made out in the Customer's name.

## **13. STATEMENTS OR RECORDS OF ACCOUNTS**

13.1 For statement-based accounts, a statement shall be rendered once a month or at such other intervals as may be stipulated by the Bank. The Bank may send a statement of account for each of the Accounts or send a combined statement for all the Accounts. The combination of the types of accounts in the statement is subject to change.

13.2 The Bank's records of the transactions for the Account shall be conclusive and binding on the Customer in the absence of manifest error. Transactions which have not been verified by the Bank will not appear in the statement and shall not be conclusive of the state of the Account.

13.3 The Customer shall verify all entries in any statements or records issued by the Bank and notify the Bank in writing (or by any other means permitted by the Bank) of any error or discrepancies in the statement or record within 14 days (or such other period as may be determined

by the Bank) from date of the statement or record. If the Bank does not receive any notification within the stipulated time, the entries in the statement or record shall be taken to be correct, conclusive and binding on the Customer. The Bank may reverse any incorrect or mistaken entry notwithstanding such acceptance by the Customer.

13.4 If the Customer disputes any entry within the stipulated period, subject to clause 5.3 in Part 3A of these Terms and Conditions, the Bank will look into the relevant Account to make the necessary adjustments and rectifications, if any.

13.5 All transactions will be investigated and if found to be false, they will be rejected. Payments made must be returned to the Bank. All expenses related to the investigation and in recovering the payment will be borne by the false claimant. A police report will be made against all false claims.

#### **14. SUSPENSE ACCOUNT**

If the Customer is indebted to the Bank under any other account, the Bank may credit monies received or recovered from the Customer to the credit of a separate account to preserve the Customer's liability in legal proceedings or to prove in his bankruptcy or winding-up.

#### **15. SET-OFF AND CONSOLIDATION**

The Bank may with 7 calendar days' prior notice, combine and consolidate all or any of the Accounts and set-off or transfer credit balance in any such Account including joint accounts in or towards discharge of all sums due to the Bank from the Customer. Where the sums are in different currencies, the Bank may make the necessary conversion at the Bank's prevailing exchange rates. The Bank may with 7 calendar days' prior notice transfer the credit balance in any Account towards discharge of all or any sums due under any account of the Customer with any member of OCBC Group.

#### **16. CUSTOMER LIABLE FOR INSTRUCTIONS**

The Customer shall be liable to pay the Bank on demand any claims, proceedings, loss, damage and costs (including legal costs as between solicitor and own client) incurred by the Bank arising from acting on the Customer's instructions or as a result of any act, omission or breach of any of these Terms and Conditions by the Customer. The liabilities of the Customer will survive the termination of the banker and customer relationship.

#### **17. LIMITATION OF LIABILITY**

17.1 The Bank shall not be responsible for any loss suffered by the Customer in connection with items banked in which have been lost, destroyed or delayed in the process of clearing, unless the loss is attributable to the Bank's negligence.

17.2 Where any loss or damage suffered by the Customer is solely attributed to the recklessness, wilful default, negligence or fraud of the Bank, the Bank's sole and entire liability (whether in respect of one or more claims) to the Customer in contract or tort shall not exceed the amount of the transaction which gave rise to the claim or claims or the direct damages sustained, whichever is the lower. In no event shall the Bank be liable for any loss of business, loss of profits, earnings or goodwill, loss of data, indirect, consequential, special or incidental damages, liabilities, claims, losses, expenses, disbursements, awards, penalties, proceedings and costs regardless of whether the possibility of such losses or damages was disclosed to, or could have reasonably been foreseen by the Bank.

17.3 Each of the provisions in Clause 17 is to be construed as a separate limitation surviving the termination of the Account or the Services.

#### **17.4 INCENTIVES AND BENEFITS ARISING FROM THE BANK'S TIE-UPS WITH BUSINESS PARTNERS**

Any arrangements between the Bank with its business partners to provide incentives and benefits to the Bank's customers are subject to the Bank's terms and conditions. The Customer shall carefully read through the terms and conditions governing such incentives and benefits and shall only proceed if the Customer is agreeable with the terms and conditions, including the exclusion of liability of the Bank and the business partners for any claims arising from harm or dissatisfaction from the use of such incentives and benefits.

## **18. FORCE MAJEURE**

18.1 The Bank shall not be liable to the Customer or any third party for any inconvenience, injury, expense, liability, damages, loss of profits, earnings or goodwill if any of the events below is caused by Force Majeure :-

(a) In the event the Bank is unable to perform any of its obligations hereunder or to provide any of the Services; or

(b) If funds credited or debited from the Account becomes inaccessible or diminish in value.

18.2 Where any currency in which the Bank must make payment becomes unavailable due to restrictions on convertibility or transferability or Force Majeure, the Bank may make payment in such other currency at the exchange rate determined by the Bank.

## **19. DISCLOSURE**

19.1 Subject to the Customer's express instruction (if any) restricting disclosure, the Customer's personal or corporate data, account details and relationship with the Bank ("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.

19.2 Without limiting clause 19.1, the Customer expressly consents to the disclosure of the Information to the parties and for the purposes set out in the table below:

	Parties to whom information can be disclosed	Purposes/Circumstances for disclosure of Information
a)	The Bank's data processors and service providers, both within and outside Malaysia;	For the performance of services for the Bank
b)	The Bank's related corporations and associated companies, both in or outside Malaysia, their assignees and successors-in-title;	For cross-selling, service improvement and market research.
c)	Regulatory authorities/law enforcement bodies both within and outside Malaysia	For compliance with law and regulations.
d)	Third parties who intend to settle the Customer's indebtedness;	For settlement of the Customer's indebtedness.
e)	Cagamas Berhad, Credit Guarantee Corporation (Malaysia) Berhad and other governmental agencies set up to acquire loans / financing or stand as guarantor for loans / financing;	For sale or proposed sale of loans/financing or to obtain guarantee for the loans / financing.

f)	Third parties with or through whom any of the Account transactions or any Services are processed or carried out, including but not limited to Malaysian Electronic Clearing Corporation Sdn Bhd (MyClear) and Malaysian Electronic Payment System Sdn Bhd (MEPS) (currently Payments Network Malaysia Sdn Bhd (PayNet)), 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 Services
g)	Lawyers, specialists in fraud, information technology and other professionals / consultants / specialists who render professional or specialist services to the Bank in relation to any matter of law or any other matters requiring professional or specialist knowledge or advice;	For professional advice and consultation from professionals engaged by the Bank.
h)	The Customer's authorised agents, executor, administrator or legal representative; and	For management of the Customer's affairs.
i)	The Bank's assignees or acquirers, potential assignees or acquirers and successors-in-title.	For reorganisation including disposal of the whole or any part of the Bank's business.

19.3 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.

19.4 The Customer, if a company or statutory body or incorporated entity, warrants and represents to the Bank that:-

- (i) It had obtained consent from its directors, relevant managers, officers, office bearers, partners and shareholders to disclose their personal data to the Bank in connection with its application for the Accounts and Services;
- (ii) Informed them that the Bank may conduct credit checks, collect and verify information given by them with the relevant registrars, credit bureaus and credit reporting agencies and have obtained their consent for the credit reporting agencies to disclose their credit report/information to the Bank for the purpose of applying for the Account and Services and for its risk management and review.
- (iii) That the Bank may disclose their personal data to classes of third parties described in the Bank's Privacy Policy;



(iv) That the Customer had informed them to read the Bank's Privacy Policy posted in the Bank's website.

## **20. TERMS AND CONDITIONS**

20.1 These Terms and Conditions supersede all prior terms and conditions governing the Account or the Services. The Bank may amend or supersede these Terms and Conditions or introduce new terms for additional features or new products or services by giving no less than 21 calendar days' prior notice to the Customer. Such change will apply on the effective date specified in the notice.

If any of these Terms and Conditions conflict with the terms and conditions in the application form, the latter will prevail.

20.2 If the Customer continues to operate the Account or use the Services or use the additional features, new products or services after such notification, the Customer is taken to have accepted such changes.

20.3 These Terms and Conditions are printed in English and in any other language determined by the Bank. These Terms and Conditions is available on request from any branch of the Bank or from the Bank's website or through any delivery channel as the Bank may determine from time to time.

## **21. BUSINESS DAYS & HOURS**

The Business Days, hours of the Bank and the availability of the Services may be extended or varied in accordance with the Bank's business and operational requirements. Interest rates, exchange rates, and product information quoted in the Bank's website or other media is for indication purposes only. The actual rate or price that shall apply can only be determined at the time the transaction is entered into.

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

22.1 The Accounts and Services shall not be used as channels for money laundering and terrorism financing and the Customer shall immediately notify the Bank if the Customer suspects that the funds credited into the Account are from unlawful activities. 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.

22.2 For the Bank's compliance with any taxation related law, regulations or authorities' directions or orders, including those related to the FATCA and CRS (being the standard for Automatic Exchange of Financial Account Information in Tax Matters developed by the Organisation for Economic Co-operation and Development) (collectively, "Tax Laws"), the Customer:

(a) shall promptly make and procure the relevant person ("Relevant Person") to make such declaration, provide all documents and information to the Bank, and notify the Bank of any changes thereto; and

(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 at its sole discretion 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.

The Bank shall be entitled to, among others, deduct from 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.

For FATCA, a Relevant Person refers 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.

22.3 For CRS, a Relevant Person refers to 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 deemed to be the natural person who holds the position of senior managing official.

## 22A. SANCTIONS

### 22A.1 Interpretation

The following definitions shall have the following meanings respectively in this Clause 22A:

"Affiliate" means, a corporation related to the Customer including an "ultimate holding company" as defined under Section 5 and Section 7 of the Companies Act 2016.

"Anti-Corruption Laws" means the Malaysian Anti-Corruption Commission Act 2009, the Bribery Act 2010 of the United Kingdom, the United States Foreign Corrupt Practices Act of 1977 and any similar laws, rules or regulations issued, administered or enforced by Malaysia, the United States of America, or any other jurisdiction.

"Anti-Money Laundering Laws" means the applicable financial record keeping and reporting requirements and the money laundering statutes in Malaysia and each jurisdiction in which the Customer and its Affiliate conducts business or operations, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory authority or proceeding by or before any court.

"controlled" means where one person (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint and/or remove the majority of the members of the governing body of another person or otherwise controls or has the power to control the affairs and policies of that other person and that other person is taken to be "controlled" by the first person.

"majority owned" means the holding beneficially or legally of more than 50 per cent. of the issued share capital (or equivalent) or voting rights of such person (excluding any part of that issued share capital (or equivalent) that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

“Restricted Person” means, at any time:

- (a) any person listed in any Sanctions related list of designated persons maintained by a Sanctions Authority;
- (b) any person operating, organised, resident, incorporated, registered or legally domiciled in a Sanctioned Country; or
- (c) any person controlled or majority owned by a person described in (a) or (b) above.

“Sanctioned Country” 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, Crimea region of the Ukraine and Israel.

“Sanctions” 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 Bank Negara Malaysia ; or
- (f) 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 its jurisdiction of incorporation or the place of its trade, business or other operational activities) or (ii) transaction(s) contemplated by these Terms and Conditions),

(each, a “Sanctions Authority”).

#### 22A.2 Sanctions Representation and Warranty by Customer

The Customer hereby represents and warrants to the Bank as follows:

- (a) neither the Customer nor its Affiliate is a Restricted Person;
- (b) the Services shall not be directly or indirectly used for 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 or be used to finance the purchase or transfer of any military goods or equipment;
- (c) the Customer has implemented and maintains policies and procedures that will ensure compliance with the representations, warranties and undertakings set out in this Clause 22A;
- (d) the Customer and its Affiliates are not in breach of any laws and regulations relating to Sanctions.

#### 22A.3 Sanctions Undertaking by Customer

The Customer hereby undertakes to the Bank as follows:

- (a) It shall not, whether directly or indirectly, perform any transactions with funds or assets that:
  - (i) constitute property of, or will be beneficially owned by, any Restricted Person; or
  - (ii) are the direct proceeds derived from any transactions that violate Sanctions applicable to any party hereto

- (b) It will promptly deliver to the Bank and permit the Bank to obtain the details of any claims, action, suit, proceedings or investigation against it or its Affiliates by any governmental, judicial or regulatory authority with respect to Sanctions to the extent that such details are available to it.
- (c) It shall not (and shall ensure that each of its Affiliates will not) violate any Sanctions and will not conduct or engage in, directly or indirectly, any transaction, conduct, trade, business or other activity that could result in its violation of any Sanctions.
- (d) It shall not (and shall ensure that none of its Affiliates will) directly or indirectly use, or permit or authorise any other person to directly or indirectly use, all or any part of the Services:
  - (i) for any purpose (directly or indirectly) 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 or which would breach any Anti-Corruption Laws, Anti-Money Laundering Laws or terrorism financing laws; or
  - (ii) in any other manner which could result in the Customer or the Bank being in breach of any Sanctions (if and to the extent applicable to either of them) or becoming subject of any Sanctions.
- (e) It shall (and it shall ensure that each of its Affiliates will) conduct its businesses and maintain policies and procedures that will ensure compliance with Anti-Corruption Laws and Anti-Money Laundering Laws.

### **23. SEVERABILITY AND WAIVER**

If any Term and Condition is found to be illegal or prohibited, it shall be ineffective. The remaining Terms and Conditions shall not be affected. Any waiver or indulgence granted shall not prevent the Bank from enforcing the same or other rights or require the Bank to grant further indulgence. The rights and remedies provided by law are not excluded by these Terms and Conditions.

### **24. GOVERNING LAW**

These Terms and Conditions shall be governed by the laws of Malaysia. The Customer agrees to submit to the non-exclusive jurisdiction of the Malaysian courts.

### **25. SUCCESSORS BOUND**

These main Terms and Conditions shall be binding on the Customer, the Customer's estate, personal representatives and successors-in-title and on the Bank, its successors-in-title and assigns. The Customer shall not assign any of its rights and interest to the Accounts or the Services. The obligations and liabilities of the Customer shall continue notwithstanding any change by amalgamation, reconstruction or otherwise in the constitution of the Bank.

## **Part 2 - ACCOUNTS**

### **1. CURRENT ACCOUNT**

#### **1.1 CURRENT/CHEQUEING ACCOUNT**

(a) Cheques shall not be drawn on the Bank except on cheque leaves supplied by the Bank for the Accounts.

(b) No alterations whatsoever shall be made on cheques. The Bank reserves the right to dishonour and return cheques which bear any alteration (whether or not countersigned by the drawer), is mutilated, illegible or has technical errors, e.g. post-dated cheque, inconsistent words and figures.

The Customer shall not use pencils or erasable ink pens to complete cheques. The Customer owes a duty to the Bank not to facilitate fraud or forgery. The Bank shall not be liable to the Customer for any loss suffered by the Customer arising from the Customer's negligence or disregard of the precautions in handling cheques. The above precautions are not exhaustive and Customer shall exercise care and caution in handling cheques and operating the Accounts.

(c) No overdrawing is allowed unless the Customer has made prior arrangement with the Bank. Interest on overdrawing a Current Account shall be calculated based on daily debit balances at the rate determined by the Bank and shall be paid on demand.

(d) 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 with any credit bureau or any organisation or corporation.

## **1.2 INTEREST BEARING CURRENT ACCOUNT (IBCA)**

Subject to the Customer meeting the Bank's eligibility criteria for IBCA, the Customer's current Account daily closing ledger balance in excess of the account balance threshold may earn interest. The Bank may from time to time specify the eligibility criteria, the interest rate and the account balance threshold for IBCA and may by notice vary any of these items including terminating the interest bearing feature for Customers. Interest under the IBCA is calculated daily and credited at month end.

## **2. SAVINGS ACCOUNT (Applicable to Individuals only)**

### **2.1 SAVINGS ACCOUNT**

(a) Interest is calculated daily on the balance at the end of each day and credited at the end of the month or every 6 months or such other period as may be specified by the Bank, at such rate as may be determined by the Bank from time to time.

(b) If the Account is closed, interest is calculated up to the last completed day prior to the Account closure.

(c) The Bank may specify such minimum amount to be maintained in the Account at all times.

### **2.2 YOUNG SAVERS ACCOUNT**

The Bank may impose restriction on the number of times or amount that can be withdrawn in a calendar month or year. The Bank may convert the Account to an appropriate product when the accountholder or its beneficiary exceeds the age set by the Bank for young savers account.

### **2.3 SAVINGS PLAN:**

The Customer shall maintain the minimum balance for the minimum duration specified by the Bank and comply with other conditions of the savings plan. If the Account is closed before expiry of the minimum duration or the minimum balance is not maintained, the Bank may deduct a percentage of the interest from the account balance.

## **3. FIXED DEPOSIT**

3.1 Fixed Deposits can be placed for tenures in multiples of one to 60 months or such other tenure permitted by the Bank. If the maturity date falls on a non-Business Day, any instructions by the Customer will be carried out on the next Business Day. Automatic renewal will be carried out on the maturity date on the Bank's terms and conditions prevailing as at the maturity date.

3.2 Premature withdrawal, in full or in part, of the Fixed Deposit for fresh deposit/rollover from 05 March 2018 onwards may be allowed subject to the terms and conditions set by the Bank as follows:

- (i) For premature withdrawal:  
No interest is payable upon premature withdrawal of Fixed Deposits, regardless of the number of completed months at the time of premature withdrawal.
- (ii) For partial premature withdrawal:

Partial premature withdrawal ("Partial Withdrawal") by individual Customer (non-business account) is allowed, subject to the following:

- (a) The Partial Withdrawal amount shall be in multiples of Ringgit Malaysia One Thousand (RM1,000) or such amount the Bank may notify to the Customer according to these Terms and Conditions. Each Partial Withdrawal shall reduce the principal sum of the Fixed Deposit.
- (b) If the Partial Withdrawal will lead to the remaining placement amount falling below Ringgit Malaysia One Thousand (RM1,000) per receipt, then the Customer shall be taken as having requested a full premature withdrawal of the receipt.
- (c) No interest will be paid for the Partial Withdrawal amount. The Customer shall only be entitled to interest on the amount of principal held until maturity of the Fixed Deposit. If interest has already been paid by the Bank, the Customer agrees that the Bank may debit the amount of interest paid, from the Partial Withdrawal amount.
- (d) Partial Withdrawal may be requested Over-The-Counter (OTC) at the Bank's branches, unless otherwise agreed by the Bank in writing.
- (e) Partial Withdrawal may only be requested for Fixed Deposits with tenures of 2 or more months, unless otherwise agreed by the Bank in writing.

3.3 Interest on the Fixed Deposit is calculated daily and payable:

- (a) upon maturity of the Fixed Deposit; or
- (b) at periodic intervals, subject to such terms and conditions as may be imposed by the Bank from time to time.

For Fixed Deposits with interest paid at periodic intervals and the Customer is an individual, all the interests that have been paid to the Customer on the amount early withdrawn (whether full or Partial Withdrawal) will be deducted from the amount early withdrawn.:

For Fixed Deposits with interest paid at periodic intervals and the Customer is a corporate, sole proprietorship or partnership, the entire periodic interest paid to the Customer will be deducted from the principal amount of the Fixed Deposit on premature withdrawal. Partial Withdrawal is not possible.

For Fixed Deposits with interest paid at periodic intervals and the Customer is a corporate, sole proprietorship or partnership:

The entire periodic interest paid to this category of Customer will be deducted from the principal amount of the Fixed Deposit on premature withdrawal.

3.4 Subject to clause 3.5 below, a Customer may give any one of the following instructions to be carried out upon maturity of the Fixed Deposit:

- (a) both principal and interest earned to be renewed as a Fixed Deposit at the same or different tenure; or
- (b) interest earned to be credited into the Customer's current or savings account while the principal is renewed as Fixed Deposit at the same or different tenure; or

(c) both principal and interest earned to be credited into the Customer's current or savings account and the Fixed Deposit is not renewed,

Provided that a Customer who opts for (b) or (c) of this clause shall be responsible to open and/or maintain a current or savings account with the Bank for crediting of the principal and/or interest of the Fixed Deposit upon maturity. If the current or savings account is closed prior to maturity of the Fixed Deposit, the entire principal and interest will be renewed as Fixed Deposit for the same tenure on the Bank's terms and conditions prevailing as at the maturity date, unless other instructions are received from the Customer before maturity date.

3.5 Clause 3.4 shall not apply to a Customer who is eligible for periodic interest payment by the Bank pursuant to clause 3.2(b) above. The periodic interest will be credited into the Customer's current or savings account with the Bank, therefore the Customer shall be responsible to open and/or maintain such current or savings account for the periodic interest crediting. If the current or savings account is closed for any reason prior to the maturity of the Fixed Deposit, the periodic interest will be credited into the Fixed Deposit account provided that such periodic interest will not be added to the principal for interest calculation and may be withdrawn by the Customer.

#### **4. FOREIGN CURRENCY ACCOUNT**

##### **4.1 GENERAL TERMS FOR THE FOREIGN CURRENCY ACCOUNT**

(a) The terms and conditions under this **Clause 4.1** are applicable for both Call and Time Deposit Accounts (collectively referred to as "FCA") opened with the Bank.

(b) 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.

(c) The Bank may reject or reverse any deposits or proceeds in the absence of clear and specific instructions or which may result in a breach of the aforesaid conditions or overnight limits (including caused by crediting of interest or fluctuations in exchange rate).

(d) The Customer is required to notify the Bank of the following in the operation of the FCA:-

(i) 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

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

(e) Withdrawals from any FCA in a currency other than the currency of that FCA shall be at the conversion rate determined by the Bank. The Bank is under no obligation to accept deposits or allow withdrawals of foreign currency notes.

(f) The Bank may receive for the credit of the FCA any cheque, draft, mail and telegraphic transfer, negotiable instrument and any monies payable to the Customer PROVIDED THAT the aforesaid instruments are acceptable to the Bank. Proceeds of any Ringgit Malaysia or other foreign currency cheque, draft or negotiable instrument and monies payable to the Customer shall be credited to the FCA at the conversion rate to be determined by the Bank.

(g) The opening and operation of the FCA is also subject to the banking practices and laws of Malaysia, Foreign Exchange Notices 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 rules and regulations of other regulatory bodies.

#### **4.2 FOREIGN CURRENCY CALL ACCOUNT ("FCCA")**

(a) An FCCA may be opened in any currency other than Ringgit Malaysia, acceptable to the Bank. Interest shall be credited monthly at the Bank's rate and will be calculated on the daily balances at the end of each day or such other intervals as may be determined by the Bank. If a minimum amount is required, no interest is payable if the credit balance falls below the minimum amount.

(b) 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).

#### **4.3 FOREIGN CURRENCY TIME DEPOSIT ACCOUNT ("FCTDA")**

(a) 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.

(b) 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 charges for such withdrawals shall be borne by the Customer.

(c) 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.

(d) 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.

(e) 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.

#### **5. GENERAL TERMS FOR HOUSING DEVELOPMENT ACCOUNT ("HDA")**

(a) The Customer agrees that the HDA 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.

(b) The HDA is a non-chequeing current account i.e. there will be no cheque book issued by the Bank for the HDA. The Customer shall ensure that there are sufficient and cleared funds in the HDA to meet all requests and at no time will the HDA be overdrawn.

(c) All withdrawals from the HDA 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.

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

(i) withdraw all (surplus) monies in the HDA without closing the HDA; or

(ii) withdraw all monies and close the HDA.

#### **6. SHORT TERM MONEY MARKET DEPOSITS**

##### **6.1 SHORT TERM MONEY MARKET DEPOSITS ACCOUNT ("STMMDA ")**

(a) An STMMDA 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.



(b) 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.

(c) The acceptance and continuance of the STMMDA shall be at the Bank's discretion.

(d) The interest 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.

(e) The Bank is the calculation agent to determine the interest amount payable on the Deposit(s). The interest rate once determined by the Bank and accepted by the Customer will be fixed at that rate throughout the period of the Deposit.

(f) Interest is calculated based on simple interest formula i.e. amount of Deposit x T x interest rate where T is the number of days in the Deposit(s) period (including placement date but excluding maturity date). The Deposit(s) period for interest computation shall be adjusted for any expected or unexpected holidays.

(g) Interest is paid on maturity of the Deposit(s). If the maturity date falls on a non-Business day, interest shall be payable on the next Business Day. No interest will be paid on Deposit(s) uplifted before the Maturity Date.

## 6.2 INSTRUCTION ON DEPOSITS

(a) The provisions of **Clause 3** of the **General Terms and Conditions** shall apply to instruction on STMMDA.

(b) The Bank will issue confirmation to the Customer ("Confirmation") after the execution of each instruction for the placement of Deposit(s). Instructions relating to other matters will not be confirmed. The terms specified in each Confirmation shall be taken to be agreed by the Customer unless the Bank receives notice in writing from the Customer of any errors within fourteen (14) days after the date of the Confirmation. All Confirmations shall be final, conclusive and binding on the Customer, in the absence of manifest error.

(c) The execution by the Bank of any instructions shall constitute a binding contract and the Customer shall be bound to perform the contract according to its terms. Such transactions will not be subjected to receipt by the Bank of any written confirmation from the Customer.

(d) Any Confirmation, notice or communication to the Customer shall be validly given if it is sent by facsimile, personal despatch or courier, ordinary post or e-mail to the Customer's last known residential/office address or its e-mail or facsimile address registered with or maintained by the Bank or is communicated to the Customer by telephone.

(e) The Bank shall be discharged from its liability for the Deposit(s) and the interest payable on the Deposit(s) once these amounts are remitted to the account designated by the Customer.

(f) The Bank shall be entitled to effect payments of interest on the Deposit(s) net of any deductions, withholding tax or any other taxes, including goods and services tax or levies imposed on such payments or transfers under the law.

## **PART 3 - THE SERVICES**

### **PART 3A - GENERAL TERMS FOR THE ELECTRONIC SERVICES**

#### **1. AVAILABILITY OF THE ELECTRONIC SERVICES**

1.1 The Electronic Services will be available if the Customer complies with the procedures and terms prescribed by the Bank on access, the equipment/devices required and its use.

1.2 The availability of the Electronic Services shall also be subject to the hours, payment of any costs, fees, commissions and charges determined by the Bank from time to time. The Electronic Services may be varied, supplemented or withdrawn by the Bank at any time and from time to time.

#### **2. INSTRUCTIONS**

2.1 Access to the Electronic Services is granted to any persons who have identified themselves as the Customer or the Authorised User by using the Security Codes, and complying with the Bank's rules and procedures on the use of such Security Codes. The Customer is responsible for all fund transfers, balance enquiries or transactions performed whether with or without the Customer's authority or knowledge. The Bank may rely and act on such instructions given and debit the Customer's Account in respect of all such transactions including any relevant charges.

2.2 The Bank may (but shall not be obliged to), without liability to the Customer or any person for any loss, damage, claims or costs:-

(a) require any persons using the Electronic Services to identify themselves by alternative means (including by signature or in person or by telephone call) and/or to give confirmation of the instructions before acting on such instructions; and/or

(b) refuse or cease to carry out any instructions, or reverse any actions which have been carried out or impose conditions on the carrying out of any instructions, on grounds considered reasonable by the Bank; and/or

(c) vary, withdraw, suspend or delete the Security Codes and/or the Electronic Services.

2.3 If the Bank countermands or reverses any instructions or accepts any conditional instructions, the Customer shall pay the charges and all costs on request by the Bank.

2.4 Any instructions given and received through the Electronic Services after the relevant cut-off time shall be regarded as instructions given and received on the next Business Day.

2.5 The Customer assumes all inherent risk of security, corruption, delay or failure in effecting any instructions or transactions, transmission error, access availability, downtime, and all risks related or incidental to the usage of Electronic Services unless the risks are attributable to the Bank's negligence. The Customer is responsible for the accuracy of all instructions.

2.6 Any instructions for funds transfer shall be taken to be completed and final once the Bank has successfully executed the instructions to debit the Customer's Account and credited the beneficiary's account. The Customer will advise the beneficiary of the transfer of funds executed by him. Transfers of funds to any account other than the Customer's Accounts are subject to a maximum amount per day set by the Bank from time to time.

### 3. RESPONSIBILITIES OF THE CUSTOMER

3.1 The Customer shall maintain security of the Electronic Services, the Security Codes and the Cards by :-

- (a) ensuring no unauthorised use of the Cards, Security Codes or the Electronic Services by establishing and applying adequate security systems and procedure for monitoring the use or access to the Electronic Services performed through the Cards, equipment or device under control of the Customer;
- (b) keeping the Security Codes confidential at all times by not writing down or disclosing to or allowing any person to access or use the Security Codes (including employees of the Bank) and changing the Security Codes regularly and destroying any advice which may contain the Security Codes after reading;
- (c) promptly notifying the Bank at the contact numbers provided by the Bank if the Customer knows or suspects or believes that any Card, equipment or device is lost or stolen or compromised; or that the security or confidentiality of the Security Codes is disclosed, misplaced, compromised, lost, mutilated or stolen. Oral notice shall be followed within 24 hours by written notice supported by a copy of the police report as required by the Bank;
- (d) ensuring that the Authorised User understands and complies with the Terms and Conditions for the use of the Security Codes and the Electronic Services and notifying the Bank immediately if an Authorised User is no longer authorised to use the Electronic Services;
- (e) where telephones with key press password recorders or other similar devices are installed, by deleting the numbers relating to the transactions after the instructions have been issued; and
- (f) by reading and understanding the user guide for the Electronic Services before attempting to use the Electronic Services.

The Customer understands that failure to comply with any of the above may expose the Customer to theft and/or unauthorised use of the Security Codes or the Electronic Services, for which the Bank will not be liable.

3.2 All Security Codes (excluded PIN) may be dispatched by the Bank to the Customer at the address registered with the Bank or may be collected by or on behalf of the Customer or may be issued through phone or by any other means (for TPIN and other Security Codes). The Customer acknowledges the risks arising from the mode of delivery of the Security Codes, including the risks of the Security Code being intercepted by third party and the Customer agrees with the mode of delivery and risks thereof are acceptable to the Customer. Whereas for PIN, the Customer may set the PIN through means availed by the Bank, including making a personal attendance at the Bank's branch and setting the PIN assisted by the Bank's officer. The Customer shall comply with any requirements, rules and procedures which the Bank may impose for the issue, despatch and collection of any Security Codes. The Bank reserves the right to issue separate Security Codes to the Authorised Users when there is more than one Authorised User.

3.3 All Cards (with electronic strips/chips/other security features), tokens, digital certificates, electronic keys and other electronic devices and media containing any Security Codes are and shall remain the exclusive property of the Bank. The Customer shall return all such devices to the Bank at the request of the Bank or on termination of the Electronic Services.

3.4 The Bank grants the Customer a non-exclusive non-transferable licence to use the Security Codes only to access the Electronic Services. The Customer shall not :

- (i) Disassemble or reverse engineer any Security Codes or permit any such acts;

(ii) Cause or allow any Security Codes to be copied, removed, modified, transferred, adapted or translated. The Bank may issue any replacement Security Codes to the Customer at a fee or charge stipulated by the Bank.

3.5 The Customer shall be liable to the Bank for all amounts incurred on the use of the Electronic Services, including but not limited to fees, charges, taxes and overdraft interest where applicable through the use of the Cards, equipment or device under control of the Customer.

3.6 The Customer shall be liable to the Bank for unauthorized transactions through the Electronic Services, if the Customer has (a) acted fraudulently, or (b) failed to carry out the obligations imposed in clause 3.1 above to maintain security of the Electronic Services, Security Codes, Cards, equipment and device or (c) delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorized use of any Cards, Security Codes, Electronic Services, the Customer's equipment or device, or (d) voluntarily disclosed any Cards or Security Codes to another person or (e) recorded the Security Code on the Card, equipment, device or anything which may have enabled or facilitated or contributed to the unauthorized use of the Cards or Electronic Services. The Customer shall not be liable for losses resulting from unauthorised transaction occurring after the Customer had notified the Bank in accordance with these Terms and Conditions that the Customer's Cards, Security Codes or Electronic Services has been lost, misused, stolen, compromised or breached.

#### 4. LIABILITY

4.1 The Bank shall not be responsible for any damages, losses, costs and expenses (whether direct or indirect, whether foreseeable or not and whether the Bank has notice or not) which the Customer may suffer or incur arising out of or in relation to:-

(i) the Customer's misuse or failure to correctly use the Security Codes or the Electronic Services or any software/hardware/equipment required for the Electronic Services;

(ii) the Customer's failure to follow the updated instructions, guidelines and procedures for using, accessing, applying for, purchasing, selling any goods (including shares), products, services via the Electronic Services.

(iii) all disputes arising from transactions on goods (including shares) or services or facilities of or with any third parties effected via the Electronic Services ;

(iv) malfunction, defect or failure of any network, terminal or any data processing system, computer or telecommunications system (collectively, "Systems"), whether any of the foregoing belong to or are operated by the Bank, unless the malfunction, defect or failure is attributable to the Bank's negligence;

(v) other circumstances beyond the control of the Bank or any bank, financial or card institution or any person or any organisation involved in the Systems; and

(vi) any delay in payment which is not caused by the gross negligence of the Bank, including but not limited to non-delivery or wrong delivery of any material or notice or products, goods (including shares) or services of any persons.

4.2 The Bank will take reasonable efforts to rectify any defect, malfunction or failure of any of the Systems under the Bank's control in order to restore the affected Electronic Services in order to mitigate the adverse consequence arising from such defect, malfunction or failure.

## 5. DISPUTE RESOLUTION

5.1 Upon receipt of any complaints from the Customer, the Bank will revert to the Customer within 14 days (or such other period as the Bank may inform the Customer of) from date of receipt. Where the Bank is unable to revert 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.

5.2 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 :-

(a) For consumer banking customers

Service Transformation Department,  
OCBC Bank (Malaysia) Berhad,  
Menara OCBC,  
No. 18, Jalan Tun Perak,  
50050 Kuala Lumpur, Malaysia.  
Telephone No: 03-8317 5000 (For consumer banking customers)

(b) For business banking customers

Telephone No: 03-8317 5200 or 1-300 88 7000 (For business & corporate banking customers)

5.3 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. 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) or make the necessary adjustments of the amount owing or payable between the Bank and the Customer and reflect in the following month's statement or record. If payment had been made on any dispute which is subsequently found to be false, 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.

## PART 3B - SPECIFIC ELECTRONIC SERVICES

### 1. CHEQUE DEPOSIT SERVICE

The deposit of any cheques at the Bank's Cheque Scanning 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 will be posted to the Customer at the risk and cost and expense of the Customer.

### 2. AUTOMATED TELLER MACHINES

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 imposed by the relevant institutions. Any request for transfer of funds through the ATM shall be taken 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 Terms legally

binding between the Bank and the Customer, which contain terms and conditions imposed by PayNet as well as the Bank. Please visit this link for the full text of the JomPAY Standard Payor Terms [here](#)

### **3. CASH-IN ATM**

Any cash deposited via the Bank's Cash-in ATM shall be made in the manner prescribed by the Bank. The Cash-In ATM will produce a receipt for the cash deposited. The relevant Account will be credited with the cash deposited once verified 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.

### **4. PHONEBANKING SERVICES**

Instructions once transmitted through Phonebanking services cannot be varied, amended or supplemented. The Bank reserves the right not to accept or act on any instructions including any instructions which have been varied, amended or supplemented by the Customer. The Bank may telephone the Customer at the contact numbers given. The Bank shall be entitled to record all telephone instructions and conversations. The recordings shall be the Bank's property and shall be conclusive evidence of such instructions.

### **5. ALERT NOTIFICATION SERVICE**

5.1 The Bank may provide Alert Notification Service through electronic mail, facsimile, short message service (SMS) or other media as the Bank deems fit. The Customer acknowledges and agrees to accept the risks associated with the mode of delivery of such notifications, including the risks of unauthorized interception by third parties and disclosure of customer information. Alert Notification Service may involve products, goods, services and/or facilities of the Bank.

5.2 A notification is taken as sent to the Customer on delivery or transmission 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.

5.3 The Alert Notification Service is only intended to help the Customer but does not release or discharge the Customer from his duties and obligations with regards to all transactions and activities over his/its Accounts and Services. Non-receipt of an alert is not an excuse for failing to fulfil the Customer's duties and obligations, including but not limited to ensuring that there are sufficient funds in an Account before performing transfer of funds from such 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. Instead, the Customer shall communicate with the Bank in the manner specified in these terms and conditions.

## **PART 3C - OTHER SERVICES**

### **1. AUTO-SWEEP FACILITY (FOR INDIVIDUALS ONLY)**

1.1 This service is available to individual persons only. The Bank may grant to individual persons the Auto-sweep Facility for specific types of accounts subject to the Bank's charges and terms.

1.2 The Auto-sweep function for funds transfer between the Accounts shall be ONE WAY only i.e. from the Customer's Savings Account to the Current Account. There shall be no automatic re-transfer of any funds from Customer's Current Account back to the Savings Account.

1.3 The Bank will not accept any deposit or withdrawal or activate the Auto-sweep when there is a breakdown or failure in the on-line computer system affecting any branch/branches of the Bank. The Bank shall not be obliged to inform the Customer of its inability to activate the Auto-sweep function when cheques drawn by the Customer are presented for payment over the counter at the time the Bank's on-line computer system fails.

1.4 The Customer shall not hold the Bank responsible for any loss, injury, damage or embarrassment which the Customer may suffer from dishonouring cheques due to insufficient funds in the Customer's Current Account as a result of ATM transactions and/or other electronic services performed by the Customer at the time when the end of day processing is in progress.

1.5 If the Savings Account or Current Account is closed, the Auto-sweep Facility shall be terminated. The Bank may also terminate the Auto-sweep Facility at any time by giving notice.

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

2.1 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.

2.2 Standing Instructions for payments made via Cashier's Order 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.

2.3 Any instruction to stop periodic payment under the Standing Instructions shall be taken 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.

2.4 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.

2.5 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.

## **3. iQ SERVICES (FOR MEMBERS ONLY)**

3.1 This service is available to individual Customers who satisfy the following criteria and whose applications for iQ membership ("Membership") have been accepted by the Bank ("iQ Member"):

(i) of 18 to 65 years of age; and

(ii) professionals or employed in an executive or managerial positions or self-employed businessmen or employees of the corporates under iQ @work Corporate Salary Scheme (which

is a corporate proposal that has been endorsed by the corporates to allow the Bank to be their panel bank in salary crediting to staff accounts); and

(iii) such other criteria as the Bank may from time to time impose. The Bank reserves the right to change the eligibility criteria at its sole and absolute discretion.

For joint Members, one of the Customers must satisfy the above criteria. Joint members must not exceed three.

3.2 The benefits of Membership include:

(i) a current account / current account-i with cheque book (if applicable) ("iQ Account") or savings account; and

(ii) a card for ATM transactions ("Debit Card"); and

(iii) iQ Auto Payment, where the Members (applicable fees are payable by the Members) may elect to deposit or remit or transfer a specific sum of money into the iQ Account on a monthly basis and authorise the Bank to pay for any of his/her personal bills or utilities payments, financing instalment payments or such other periodic or recurring payments (collectively, "Bills/Other Payments") from the iQ Account when due for payment effected through the Interbank GIRO system ("GIRO") which is managed by the Paynet ("Paynet"); and

(iv) remote banking experience access to Electronic Services for banking transactions and access to iQ mobile service team (applicable only for customer iQ@work, which is a worksite banking solutions that offers banking services with the convenience of account opening at Customer's work place). ; and

(v) financial and non-financial privileges packaged by the Bank and its related companies for Members; and

(vi) privileges offered by external business partners or merchants and such other benefits and services that the Bank may offer from time to time to Members.

The Bank reserves the rights to vary, suspend, withdraw or terminate any or all of the banking services and / or privileges and such other services as the Bank may from time to time make available ("iQ Services"), with 21 calendar day's prior notice. The Members are bound by the prevailing terms and conditions of the respective banking products, services, investments and privileges, in addition to the terms and conditions herein.

3.3 For a joint iQ Account or savings account, one of the joint account-holders shall be the principal account-holder ("Principal Member") and the other(s) the supplementary account-holder(s) ("Supplementary Member") of the joint iQ Account or savings account. The Principal Member will be issued a principal IQ Debit Card and the Supplementary Member(s) will each be issued a supplementary IQ Debit card. Each joint Member will be issued separate password or TPIN or other Security Code for Electronic Services. The Bank may at the written request of the Principal Member allows the principal IQ Debit Card to access his other existing accounts with the Bank. A supplementary IQ Debit Card shall not have access to any such existing accounts of the Principal Member.

3.4 A Member may terminate or cancel his / her iQ Debit Card by written notice to the Bank's branches through the termination form. Termination of principal iQ Debit Card by the Principal Member immediately terminates supplementary iQ Debit Card. Termination of any supplementary iQ Debit Card by any joint Members does not terminate the principal iQ Debit Card and the other supplementary iQ Debit Card.



3.5 A statement for the iQ Account shall be rendered once a month or at such other intervals as may be determined by the Bank exclusively through the internet on the second day or such later day of each month, as determined by the Bank except that for some iQ Account that are savings account or current account as the Bank may from time to time decide, printed monthly statement will instead be rendered.

3.6 The Bank reserves the right to impose fees with 21 calendar day's prior notice to the Members.

3.7 The Bank may, at its absolute discretion suspend or terminate the iQ Account or savings account and iQ Debit Card for any reason by giving notice to the Member.

3.8 The Bank may, at its absolute discretion, suspend or terminate the Membership and all the accounts and cards issued there under if:

(i) the Member, or in case of joint Members, any Member closes all accounts with the Bank, including iQ Account or savings account, and cancels all facilities with the Bank; or

(ii) the Member terminates his / her iQ Debit Card; or

(iii) any or all the credit / financing facilities of the Member, or in case of joint Members, any joint Member with OCBC Group become non-performing loans / financing, or

(iv) the principal Member dies, becomes insolvent or bankrupt; or

(v) the Member, or in case of joint Members, any Member breaches any of the terms and conditions herein or any of the prevailing terms and conditions of the respective banking products, services, investments and privileges; or

(vi) the Member, or in case of joint Members, any joint Members commits a breach of any other agreement whether or not relating to credit / financing facilities with OCBC Group or any other financial institution; or

(vii) at the request of the Member, or in case of joint Members, of any Member.

3.9 On termination of Membership, the Bank will as soon as reasonably practical cancel the iQ Debit Card, and the iQ Account or savings account will be closed and the iQ Auto Payment will cease.

3.10 The Bank reserves the right, in its sole discretion, to terminate all or a part of the Member's benefits at any time, with 21 calendar day's prior notice.

3.11 Additional Terms and Conditions for iQ Auto Payment:

(i) Member must complete the Bills/Other Payments Instruction on the application form to register the Bills/Other Payments with the Bank in order for the Bank to effect the payment. The use of iQ Auto Payment is also subject to the terms and conditions for GIRO, Bills/Other Payments, terms and conditions of PayNet and other service providers, and such other rules and regulations from time to time issued by the Bank, PayNet and other service providers. A Member may access Electronic Services on his own accord to effect any banking transactions (including without limitation the transmission of instructions to the Bank, funds transfer, bill payment), without the iQ Auto Payment or other services available to the Member, by paying the applicable fee.

(ii) Member who subscribed for the iQ Auto Payment shall have access to view his E-Cashflow Statement through the internet, where the E-Cashflow Statement will provide an overview of the cash inflow and cash outflow in the iQ Account, on a monthly basis or at such other intervals as may be determined by the Bank.

(iii) A monthly service charge as may be determined by the Bank from time to time is payable for the subscription of the iQ Auto Payment. Such amount shall be debited from the Member's iQ Account.

(iv) The Bank shall not be liable for any loss or damage due to any failure to accept or act on, or to make payment at any time or in a timely manner, or to any error or delay or default of any kind in accepting or acting on any instruction by the Member to debit or credit any amount in connection with or pursuant to GIRO arrangement or any of the Bills/Other Payments or any failure to terminate any existing GIRO arrangement with any other bank or in respect of any claim made against the Bank by any party thereto, save and except for loss and damage caused by the Bank's gross negligence or wilful default.

(v) At all times during the subscription to the iQ Auto Payment, the Member must ensure that there is sufficient sum in his iQ Account and available sufficient credit card limit (with OCBC Bank (Malaysia) Berhad) to effect the Bills/Other Payments and that his iQ Account and/or the available sufficient credit card limit (with OCBC Bank (Malaysia) Berhad) is not terminated or suspended. If the iQ Account does not have sufficient fund or there are insufficient available credit card limit (with OCBC Bank (Malaysia) Berhad), the Bank may in its absolute discretion elect not to make payment to all or any of the Bills/Other Payments or the Bank may in its absolute discretion determine the order of priority of payment of the Bills/Other Payments. Under such circumstances, the Member shall be responsible for making payment for any of the unpaid Bills/Other Payments.

(vi) The iQ Auto Payment may be terminated by the Bank at its absolute discretion, with 21 calendar day's prior notice, and without liability whatsoever to the Member. Member may terminate his subscription to the iQ Auto Payment by giving the Bank one month's prior written notice. For the avoidance of doubt, termination of the iQ Auto Payment shall not terminate the iQ Account.