

## PHONE AND ELECTRONIC MAIL INSTRUCTION SERVICES TERMS AND CONDITIONS

1. The Phone and Electronic Mail (“email”) Instruction Services (“Services”) are made available by OCBC Bank (Malaysia) Berhad and OCBC Al-Amin Bank Berhad (singly and collectively, whenever the context allows, “Bank”) to eligible customers who
  - a. are Premier Banking or Premier Private Client customers of the Bank; and
  - b. maintain one or more active deposit account(s) with the Bank, a “deposit account” means a current account or current account-i, savings account or savings account-i, foreign currency call account or foreign currency call account-i; and
  - c. have registered to subscribe for the Services subject to these terms and conditions (each an “Customer”).
2. You (“Customer”) agree to use the Services subject to these terms and conditions (“Terms and Conditions”), the respective terms and conditions governing the applicable Bank products, services and transactions and such other terms and conditions as the Bank may prescribe. The Services enable you to give instructions to the Bank through electronic communication by audio and video calls and e-mails subject to these terms and conditions.
3. You are required to register or have registered with the Bank, a telephone number (for avoidance of doubt, all references to a “telephone” or “phone” shall include a “mobile phone” whenever the context allows) (“registered phone number”) and/or email address (“registered email address”) through which the Services may be used. You represent, warrant and covenant to the Bank that:
  - (a) The registered phone number and the registered email address are true, correct, valid and updated and the Bank shall be entitled and fully authorised to use and rely on the registered phone number and registered email address as valid communication with you and binding on you for all the Instructions given and acted upon by the Bank, subject to this Agreement.
  - (b) You will immediately notify the Bank of any changes to the registered phone number and/or the registered email address and allow the Bank up to 7 Business Days (a “Business Day” means from 9.30am to 5.00pm Malaysian time, on any day (other than public holidays) on which the applicable OCBC branch is open for business) to give effect to such changes. You agree that the Bank shall be entitled to act based on the last known registered phone number and registered email address in the Bank’s records, until the



changes are duly effected. You shall notify the Bank of changes by visiting any of the Bank's branches or by calling the Bank's Premier Hotline at +603-8315-4288.

- (c) You shall exercise due care to ensure that there is no unauthorized access to or use of the registered phone number and registered email address. You acknowledge that the Bank acts in reliance on your representation and warranty when the Bank provides the Services. The Bank shall not be liable for any loss or damage arising from or in connection with any unauthorized access to or use of the registered phone number or registered email address.

4. Audio and/or Video Calls using the Skype for Business or Microsoft Teams application

- (a) The Bank may send invitation to your registered email address to perform audio and/or video call using the Skype for Business application or Microsoft Teams application ("App"). In accepting the invitation and in order to perform the audio and/or video call, you will be required to download and install the App onto your equipment, computer, mobile phone or device.
- (b) You acknowledge that the App is owned, developed and managed by third party(ies) and that the licensing and use of the App are subject to and governed by the applicable terms and conditions of third party(ies). The Bank is not a party to the terms and conditions between you and the third party(ies) for the licensing or use of the App. You shall read and understand the third party(ies)'s user guides, functions, privacy policies, security standards and risks associated with the use of the App, as well as the terms and conditions governing the use of the App. You shall only download, install and use the App if you agree with the third party(ies)'s privacy policies, security standards, risks and terms and conditions. You further acknowledge that the Services may not be accessible or available due to maintenance by the App owner(s) or developer(s) or downtime or other reasons beyond control of the Bank, for which the Bank shall not be liable in any way whatsoever.
- (c) The Bank gives no representation and warranty on the safety or security, merchantability quality, satisfactory quality, fitness for purpose or usefulness of the App and expressly disclaims all liability for any loss or damage arising directly or indirectly from the use of the App, whether in connection with the Services or otherwise. Any query or complaint about the App shall be directed to the third party App owner(s) or developer(s).
- (d) If you disagree with the third party(ies)'s privacy policies, security standards, risks and terms and conditions, you shall not install or use the App.



5. You authorise the Bank to act on your instructions given through the audio call and/or video call, your registered phone number or your registered e-mail address and to perform the banking transactions for and on behalf of you. You authorise the Bank to contact you at your registered phone number and/or registered email address for purposes of or in connection with the Electronic Instructions Services. You consent to the recording of all audio and video conversations and agree for the Bank to use such recording and transcripts thereof as evidence in any dispute. You accept the Bank's records as conclusive and binding for all purposes.
  
6. You agree with Table 1 below on the "Allowable Transactions" which may be performed under the Services, subject to the respective "Restrictions and Conditions" which shall apply to the corresponding "Allowable Transactions" in addition to and without derogation from the generality of the provisions of this Agreement governing the Services. The Bank may impose monetary limits (e.g. maximum daily limits) or other limits on any of the Allowable Transactions. Any instruction which breaches the limits imposed by the Bank will be handled on exceptional basis on such condition(s) as may be imposed by the Bank, including but not limited to requiring you to personally attend the Bank's branch to perform the transaction.

| Item | Allowable Transactions   | Restrictions and Conditions      |
|------|--|----------------------------------|
| 1    | Transfer of funds from a Debiting Account (defined in Clause 7(a) below) to a Crediting Account (defined in Clause 7(b) below) | Refer to Clauses 7 to 11 below.  |
| 2    | Activation of dormant deposit account  | Refer to Clauses 7 to 11 below.  |
| 3    | Request for electronic statements  | Refer to Clauses 8 to 11 below.  |
| 4    | Subscription, redemption, switching and transfer of unit trust/unit trust-l  | Refer to Clauses 10 to 11 below. |
| 5    | Buy, sell and transfer for retail bond/sukuk   | Refer to Clause 11 below.        |
| 6    | Subscription, rollover, top up amount and termination of dual currency investment  | Refer to Clause 11 below.        |



|    |  |                                   |
|----|--|-----------------------------------|
| 7  | Subscription, rollover, top up amount and termination of a structured investment or negotiable instrument of deposit | Refer to Clause 11 below.         |
| 8  | Purchase of foreign currencies   | Refer to Clause 11 below.         |
| 9  | Purchase of bancassurance products   | Refer to Clause 11 below.         |
| 10 | Conduct suitability assessment   | Refer to Clause 11 below.         |
| 11 | Subsequent account opening   | Refer to Clauses 11 and 12 below. |

Table 1 Item 1

7. Table 1 Item 1

- (a) Subject always to the conditions below, the Eligible Customer may transfer funds from a Debiting Account to a Crediting Account where:
- (i) a “Debiting Account” is a deposit account opened with the Bank, from which the funds are paid out; and
- (ii) a “Crediting Account” is a deposit account, a loan account, a credit card account or an OCBC safe deposit box account opened with the Bank or any other bank within Malaysia, to which the funds are paid in.
- (b) A deposit account held by 2 or more joint accountholders may be made a Debiting Account for the Services, only if all the joint accountholders fulfil the criteria to qualify as “Customers” as defined in Clause 1 above. References to a “joint accountholder” in relation to a joint account shall, whenever the context allows, mean a Customer.
- (c) If the Debiting Account is a joint account operated by the joint accountholders on the mandate that “all must sign”, each joint accountholder acknowledges and agrees that:
- (i) the Bank will only act on the joint instruction given by all the joint accountholders of the Debiting Account;



- (ii) a joint instruction may be given by the joint accountholders through separate and several audio calls and/or video calls or emails between each joint accountholder and the Bank;
- (iii) the Bank may refuse to act on any instruction from a joint accountholder which is inconsistent with another joint accountholder; and
- (iv) the Bank shall be entitled to proceed on the basis that instruction given by each joint accountholder shall be unconditional and irrevocable, even if the instruction from another joint accountholder is pending or the Bank has not yet performed the transaction instructed. Accordingly, instruction once transmitted through the Services cannot be withdrawn or reversed, varied, amended or supplemented. The Bank reserves the right not to accept or act on any instruction including instruction which has been varied, amended or supplemented by a joint accountholder. Where a joint accountholder requests for reversal or variation to your earlier instruction, any assistance rendered by the Bank is on goodwill, best effort basis and the Bank shall not be made liable if the joint accountholder's instruction cannot be reversed or varied. All the joint accountholders shall be jointly and severally liable to reimburse the Bank for any charges, costs or expenses incurred by the Bank in order to assist any joint accountholder.

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

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



consent of the other joint accountholder(s) whose joint instruction is not required under the mandate of the joint account; and

- (iii) the Bank will not entertain any request by a joint accountholder to prohibit or restrain any instruction given by the other joint accountholder(s).

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

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

**TABLE 2**

|                                       | Transfer from Debiting Account        | Transfer to Crediting Account opened with the Bank* |
|---------------------------------------|---------------------------------------|---|
| Transfer to first party accounts      | A (Single Account)                    | A (Single Account) & all A’s Joint Accounts         |
|                                       | A + B (Joint Account) (Any to Sign)   | A (Single Account)                                  |
|                                       |                                       | B (Single Account)                                  |
|                                       |                                       | A + C or B + C or A +B (Joint Account)              |
| A + B (Joint Account) (All Must Sign) | A + B (Joint Account) (All Must Sign) |   |
| Transfer to third party accounts**    | A (Single Account)                    | B (Single Account)                                  |
|                                       |                                       | B + C (Joint Account)                               |
|                                       | A + B (Joint Account) (Any to Sign)   | C (Single Account)                                  |
|                                       |                                       | C + D (Joint Account)                               |



|                                    | <b>Transfer from Debiting Account</b> | <b>Transfer to Crediting Account opened with other banks within Malaysia</b> |
|------------------------------------|---------------------------------------|--|
| Transfer to third party accounts** | A (Single Account)                    | Any account opened with other banks within Malaysia                          |
|                                    | A + B (Joint Account) (Any to Sign)   |  |

Explanatory notes to Table 2:

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

\*\*Transfer to third party accounts is subject to the conditions in Clause 7(f) below.

- (f) Before you may give instruction to transfer funds to a Crediting Account which is a third party account as shown in Table 2, he must first register it as a “predefined third party account” with the Bank:
  - (i) You must personally attend the Bank’s branch office to fill in the Bank’s prescribed form with the required particulars of such third party account and this form must be processed by and registered with the Bank;
  - (ii) The maximum number of “predefined third party account” allowed to be registered is 5 for each Debiting Account;
  - (iii) You are allowed to add to or remove any previously registered “predefined third party account(s)” but he must personally attend the Bank’s branch office and fill in the Bank’s prescribed form for such purpose; and
  - (iv) The Bank will require up to [7] Business Days from the date of submission of the prescribed form duly filled in with all the requisite information by you, to register the “predefined third party account” or the addition or removal thereto, for the same to take effect.
  - (v) You are not allowed to debit either a Multi Currency Current Account or a Multi Currency Term Deposit Account to a third party account.



- (g) If the Debiting Account is a joint account:
- (i) it must be operated on the mandate “any to sign”, before the joint accountholders may register the “predefined third party account” as provided in clause [5(f)] above; third party transfer is not permitted via the Services for “all must sign” joint account;
  - (ii) each joint accountholder may personally attend the Bank’s branch office, without knowledge or consent of your other joint accountholder(s) whose joint instruction is not required under the mandate of the joint account, to register up to 5 “predefined third party accounts” or to revise, remove or replace any “predefined third party account(s)” previously registered by yourself or your joint accountholder(s);
  - (iii) The 3rd Party accounts predefined by you and your joint accountholder(s) need not be similar and may be varied by you or your joint accountholder(s) in the manner set out in the application form for the Services.
  - (iv) each joint accountholder acknowledges and agrees that by virtue of the “any to sign” mandate, your registration of the “predefined third party account” may at any time be revised, removed, replaced and overridden and superseded by your other joint accountholder(s) without your prior knowledge or consent;
  - (v) you and your joint accountholder(s) agree that the Bank is under no duty and no obligation to inform you or to obtain your consent, when your other joint accountholder(s) attend the Bank to register any “predefined third party account(s)” or to revise, remove or replace any “predefined third party account(s)” whether previously registered by you or your other joint accountholder(s);
  - (vi) you and your joint accountholder(s) agree that the Bank is under no duty and no obligation to inform or obtain consent from your other joint accountholder(s), when you attend the Bank to register any “predefined third party account(s)” or to revise, remove or replace any “predefined third party account(s)” whether previously registered by you or your other joint accountholder(s);
  - (vii) the “predefined third party account(s)” registered by you and your joint accountholder(s) need not be the same or similar;





(viii) the Bank will not entertain any request to prohibit or restrain any of the joint accountholders from registering such “predefined third party account(s)” or from revising, removing or replacing any previously registered “predefined third party account(s)”.

8. Table 1 Item 2

(a) Where you maintain 2 or more deposit accounts (as defined above) with the Bank and 1 such deposit account has turned dormant in status, you may activate your dormant deposit account through the Services by instructing the Bank to transfer funds from your active deposit account (Debiting Account) to your dormant deposit account (Crediting Account which must be a first party account).

(b) If the Debiting Account is a joint account:

(i) it must be operated on the mandate “any to sign”, before the joint accountholders may use the Services to activate the dormant deposit account as provided in Clause 8(a) above; activation of dormant account is not permitted to be performed via the Services for “all must sign” joint account; and

(ii) for avoidance of doubt, Clauses 7(b) and 7(d) shall apply to this Item 2.

9. Table 1 Item 3

(a) You may request for the Bank to send electronic statements to your registered email address subject further to the following :

(i) you and your joint account holder(s) may each register one email address with the Bank to receive electronic statements for the Bank’s products and services for which statements are issued and made available in electronic form, at such intervals and statement issuance cycles as applicable.

(ii) At the request of the joint accountholders (pursuant to Clause 7(c) or Clause 7(d), whichever applies), the Bank may send the electronic statements for the joint account to one single email address. The joint accountholders agree that the Bank by sending the electronic statements to the single registered email



address shall have fulfilled the Bank's duty to issue the joint account statements to all the joint accountholders.

- (iii) You may give the Bank 7 Business Days' prior written notice to discontinue sending electronic statements. All joint accountholders agree to be bound by such instruction given by any one of them to discontinue sending the electronic statement in relation to their joint account.
- (iv) Where applicable, the periodic paper statements of account for the relevant accounts will continue to be sent to your last known address(es) maintained with the Bank, notwithstanding the successful registration of the email address to receive the electronic statements. Therefore, you shall keep the Bank updated on all changes to your physical address, notwithstanding that he has registered to receive electronic statements.

10. Table 1 Item 4

- (a) You who have performed the relevant and applicable suitability assessment with the Bank's designated officer may request to:
  - (i) Subscribe for unit trust and/or unit trust-i funds distributed by the Bank, and pay for such subscription by instructing the Bank to transfer funds from a Debiting Account.
  - (ii) Redeem unit trust and/or unit trust-i funds previously subscribed from the Bank, the Bank will:
    - (aa) hold the proceeds from such redemption and apply the proceeds subject to the terms and conditions of the applicable security documents, agreements, letters, etc. if the unit trust and/or unit trust-i funds are mortgaged or charged to or otherwise secured in favour of the Bank as security for any debts, liabilities, facilities whatsoever; or
    - (bb) pay the proceeds from such redemption into a first party Crediting Account.
  - (iii) Switch unit trust



(iv) Transfer unit trust

(b) The OCBC Premier Banking and OCBC Premier Private Client Terms and Conditions and such other terms and conditions applicable to the subscription, redemption, switching and transfer of unit trust and unit trust-i and the proceeds from such transactions (if any) shall continue to apply. In the event of inconsistencies, these terms and conditions shall prevail insofar as they pertain to the Services.

11. Table 1 all Items

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

12. Table 1 Item 11

Subsequent account opening through the Service is only allowable for OCBC Premier Private Client customers of the Bank.

13. You fully authorise the Bank to act and perform such Allowable Transactions affecting the accounts of and products held by you:

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

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

- (a) making audio call and/or video call to you at your registered phone number to confirm any instruction; and
- (b) sending email to your registered email address to confirm any instruction.

If the Bank is unable to successfully perform the enhanced verification, the Bank may elect not to act on the instructions received. The Bank shall not be responsible for any loss, liability or expense arising out of so refraining to act. The Bank may at any time refrain from acting promptly upon any communication or instructions made/given or purportedly made/given by



you in order to verify the authenticity thereof without incurring any responsibility for loss, liability or expense arising out of so refraining to act.

15. You are aware of and accept the risks associated with the Services, including the risks of:
- (a) a third party impersonating you to instruct the Bank to perform the Allowable Transactions affecting the your account(s) and product(s), where the imposter may be familiar with your information;
  - (b) signatures on scanned documents via e-mail instructions may be superimposed fraudulently or without proper authority when sent by e-mail to the Bank;
  - (c) unauthorized interception and access by third party(ies) to confidential information disclosed in the course of the audio calls and/or video calls or emails between you and the Bank, and the use of such unlawfully obtained confidential information against you;
  - (d) instructions sent from your registered e-mail address by a third party purporting to emanate from you, due to unauthorized access to or use of your e-mail or unauthorized interference by the third party.
16. You are under duty and obligation:
- (a) To set strong credentials or passwords or access codes to your mobile phone and email account, in order to safeguard against unauthorized access to the mobile phone and email account;
  - (b) Not to disclose to any person, your personal and account information and the abovementioned credentials or passwords or access codes to your mobile phone and email account or to open your electronic statements, including disclosure through unsolicited phone calls and/or emails or on any website other than the Bank's official website;
  - (c) Not to use unsecured and unprotected public internet connections to access your email account or to conduct your banking transactions which would require disclosure of confidential information and not to conduct any audio calls and/or video calls at open or public space when using the Services, where the contents of the discussions may be exposed to third party(ies);



- (d) To take reasonable steps to keep your personal and account information and other information such as the credentials or passwords or access codes to access or use your mobile phone, email account or electronic statement, as the case may be, secure at all times;
  - (e) To ensure the safe and secure use of the Services with the latest information and shall abide by the security advisory posted on the Bank's official website and any other security measures that the Bank may from time to time communicate to you by other means, such as short messaging service (SMS) or by email, on the risks which may interfere with or otherwise compromise the use of the Services and safety or preventive measures in connection with the use of the Services;
  - (f) To immediately notify the Bank as soon as you become aware of or has any reason to believe that your personal and account information and other information such as the credentials or passwords or access codes to access or use your mobile phone, email account or electronic statement, or your registered phone number or registered email address, have been misused or compromised; and
  - (g) To furnish all information and documents requested by the Bank and provide full cooperation to the Bank including working with the relevant authorities.
17. You shall be liable for any loss or damage arising from any instruction given through the Services, unless you have fulfilled ALL the following conditions:
- (a) you have fully complied with your duties and obligations set out in Clauses 16(a) to (g) above; and
  - (b) you have not acted fraudulently; and
  - (c) you have complied with all such procedures, requirements, restrictions or additional conditions notified to you relating to the access and use of the Services.
18. The Bank shall not be liable for any losses, liabilities, costs, expenses, damages, claims, actions or proceedings suffered by you for reason of or arising from but not limited to:
- (a) your use of any equipment, computers or mobile devices, internet browsers or internet services;



- (b) any intrusion or attack by virus, Trojan horse, worm, bot and/or macro or other harmful components on your equipment, computers or mobile devices or the computer systems of the internet browser or access or service providers or any third parties;
  - (c) any breakdown or malfunction of any equipment, computers, mobile devices or system or software used in connection with the Services, including but not limited to any electronic terminal, server or system, telecommunication device, connection, electricity, power supply, telecommunication or other communications network or system, unless the breakdown or malfunction is attributable to the Bank's negligence;
  - (d) any act or omission by any relevant mobile or internet service provider;
  - (e) any delay or failure in any transmission, despatch or communication facilities which is not attributable to the Bank's negligence;
  - (f) any maintenance or repair or upgrading works carried out by third parties or reasons beyond control of the Bank which render the Services not being accessible or available.
19. The Bank does not give any representation or warranty that the Services will meet your requirements, or that the Services will always be available, accessible, function or interoperate with any network infrastructure, system or such other services as the Bank may offer from time to time, or that your use of the Services or the Bank's processing of any instructions will be uninterrupted and timely.
20. The Services are available only during the hours when normal bank counter services are available at the relevant Bank branch. Processing of any instruction is further subject to these terms and conditions, the Bank's processes and cut-off times applicable to the nature of the instruction.
21. All instructions given by you must be unconditional and irrevocable. Accordingly, instruction once transmitted through the Services cannot be withdrawn or reversed, varied, amended or supplemented. The Bank reserves the right not to accept or act on any instruction including instruction which has been varied, amended or supplemented by you. Where you request for reversal or variation to your earlier instruction, any assistance rendered by the Bank is on goodwill, best effort basis and the Bank shall not be made liable if your instruction cannot be reversed or varied. You will fully reimburse the Bank for any charges, costs or expenses incurred by the Bank in order to assist you.



22. The Bank may terminate the Services for all or specified account(s), immediately and without notice, upon the Bank being notified or becoming aware of any of the following events:
- (a) the mandate for operating any joint account has been changed, such that the Bank is no longer able to render the Services for such joint account;
  - (b) death of sole account holder or any of the joint accountholder(s); or
  - (c) dispute over or relating to any Account, Product or Service.
23. You may terminate the Services by giving the Bank [3] Business Days' prior written notice. All joint accountholders agree to be bound by such instruction to terminate the Services given by any one of them in relation to their joint account. The Bank may terminate the Services by giving you 21 calendar days' notice, which may be given by posting the notice at the Bank's branches or by sending the notice to your registered email address or by such means as the Bank considers appropriate.
24. The termination of the Services by either the Bank or you will not release you from your indemnity or liability under the Services, in respect of any acts done or transactions performed or any steps taken by the Bank under these terms and conditions prior to the date of such termination or the date of the Bank's receipt of such notice, whichever is later.
25. Upon receipt of any complaints from you, the Bank will revert to you within 14 days (or such other period as the Bank may inform you of) from date of receipt. Where the Bank is unable to revert within 14 days, it will notify you in writing of the need for an extension of time to reply. You can appeal to the senior management of the Bank or to the Ombudsman for Financial Services or Securities Industry Dispute Resolution Center (SIDREC) where applicable, if you are still not satisfied with the outcome of the complaint. The complaint letter must be sent to the following address or you may call the number below or such other address or contact numbers as the Bank may notify you:

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

26. You who raise any dispute pertaining to the Services will be required to furnish certain requisite particulars, including but not limited to your name, the affected account, date of the disputed transaction, amount of the disputed transaction and reason why you believe that it is a disputed transaction. If the dispute is in any way connected to or involving any fraud or crime or alleged/suspected fraud or crime, you will be required to furnish the Bank with a police report. All disputes will be investigated by the Bank and if found to be false, will be rejected. If payment had been made on the dispute, the payment must be refunded to the Bank and all expenses incurred in the investigation and in recovering the payment shall be borne by the maker of the false dispute. In addition, police report will be lodged against all false disputes.
27. The Bank may, from time to time with 21 days' prior notice to you, vary or amend these terms and conditions. The notice shall be taken to be duly served on you, by posting the notice on the Bank's official website or at the Bank's branches.

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