

These terms and conditions govern OCBC Al-Amin Bank Berhad's depository and current accounts and the services specified hereunder.

These terms and conditions will take effect from 17 April 2023.

## 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) 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 Al-Amin Bank 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-i 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 as set out 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.
- (o) "Customer's Purchase Price" means principal amount or deposit amount.
- (p) "Bank's Purchase Price" means principal amount or deposit amount plus profit.

## **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.

2.3 Muslim Customers are responsible to ensure that their conduct of account is in accordance with the principles of Shariah.

## **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 such 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 the 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, Islamic transactions 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, by 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 despatch 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 interbranch 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 that 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 the 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. PROFIT**

Profit, if any, shall be paid by the Bank at such frequency and at the rate determined by the Bank. Profit on fixed deposit-i/time deposit-i shall cease on due date. No profit shall be payable by the Bank in respect of unpaid items and the Bank shall have the right to adjust any profit which has been 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 profit 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 charges 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 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) in the event of Shariah non-compliance;

(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.

#### **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 instruction 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/compensations, 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)	Regulatory authorities/law enforcement bodies both within and outside Malaysia	For compliance with law and regulations.
c)	Third parties who intend to settle the Customer's indebtedness;	For settlement of the Customer's indebtedness.
d)	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.
e)	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

f)	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.
g)	The Customer's authorised agents, executor, administrator or legal representative; and	For management of the Customer's affairs.
h)	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

19.4 The Customer, if a company or statutory body or unincorporated 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 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**

21.1 The Business Days, hours of the Bank and the availability of the Services may be extended, varied in accordance with the Bank's business and operational requirements. Profit rates, exchange rates, and product information quoted in 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 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 Act and Proceeds of Unlawful Activities 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.

22.3 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.

22.4 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, invalid, prohibited, unenforceable or inconsistent in any respect under the law or Shariah principles, 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 Customers, 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**

### **PART 2A - GENERAL TERMS FOR DEPOSITORY ACCOUNTS**

#### **1. CURRENT ACCOUNT-i /CHEQUEING**

(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, eg post-dated cheque, inconsistent words and figures.

(c) 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.

(d) No overdrawing is allowed unless the Customer has made prior arrangement with the Bank. Charges (if any) or by any other means permitted by Bank Negara Malaysia on overdrawn Current Account-i shall be paid on demand.

(e) 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.

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

### **2.1 YOUNG SAVINGS ACCOUNT-i**

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 savings account-i.

### **2.2 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 profit already paid from the account balance.

## **PART 2B - TERMS BASED ON SHARIAH CONTRACT**

### **1. QARD CURRENT ACCOUNT-i/SAVINGS ACCOUNT-i**

(a) Under the concept of Qard (benevolent loan), the Customer's deposits into the Account are loans extended by the Customer to the Bank. The Bank as borrower is bound to repay the principal amounts of the loans when so demanded by the Customer as lender.

(b) The Customer consents to the Bank utilising wholly or any part of monies standing to the credit of the Account for Shariah-compliant purposes as the Bank deems fit.

(c) Hadiyyah (gift), if any is paid at the discretion of the Bank, shall be credited monthly at such rate as the Bank deems fit and will be calculated on the daily balances at the end of each day or such other intervals ("balance") as may be determined by the Bank. The Bank may at its sole discretion not pay any hadiyyah unless the balance exceeds any minimum amount stipulated by the Bank. The Bank is not legally bound to pay any hadiyyah to the Customer.

### **2. TAWARRUQ TRANSACTION**

(a) When a product is based on the Shariah principle of Tawarruq, this Clause 4.0 shall apply unless specifically excluded. Tawarruq transaction will be performed on a day ("Trading Day") when the Bank is open for usual banking business in Kuala Lumpur and the commodity trading platform (as determined by the Bank) is open for usual commodity trading. Under the Wakalah (agency) principle, the Customer appoints the Bank as the Wakil (agent) to acquire Shariah compliant commodity ("Acquisition by Agent-Bank") at a specific price ("Customer's Purchase Price" applicable to the product) on that Trading Day, and authorises the Bank to execute transactions for and on behalf of the Customer for the performance of the Wakalah appointment including sub-agent arrangement, as determined at the Agent's sole discretion.

(b) The commodity will be Crude Palm Oil ("CPO") or such other Shariah compliant non-Ribawi commodity as determined by OCBC Al-Amin. The Customer hereby acknowledges that the Bank shall have no liability whatsoever to the Customer if the Acquisition by Agent-Bank could not proceed on the proposed date if the trading of the commodity is not available for whatever reasons including non-availability of any trading limit(s). If the Acquisition by Agent-Bank does not occur on the proposed date, then the Bank may at its sole discretion perform the Acquisition by Agent-Bank at the immediately subsequent day where the trading of the commodity is available.

(c) The Bank is under no obligation whatsoever to effect any purchase of commodity until and unless the Customer's Purchase Price has been paid to the Bank for the Acquisition by Agent-Bank in clear and transferable fund into the account ("Relevant Account") as required by the relevant product or as

agreed by the Bank. Such receipt of Customer's Purchase Price shall be the Customer's instruction for Acquisition by Agent-Bank. On Acquisition by Agent-Bank, the ownership of the commodity immediately passes to the Customer.

(d) The commodities may commingle with other Shariah-compliant commodities bought by the Bank on its own account or on behalf of others. The Customer agrees to accept the commodities on "as is where is" basis as bought and allocated by the Bank and agrees to waive the defect option (Khiyar al- Ayb) for any defects in the commodities.

(e) The Customer and the Bank acknowledge that the commodity comprised in an Acquisition by Agent-Bank shall be capable of physical delivery. The Customer may request physical delivery of the commodity provided that the Bank has received such request at the time it receives the Customer's instruction for Acquisition by Agent-Bank, and the Bank has received payment for the Customer's Purchase Price. If the Bank does not receive payment for physical delivery of the commodity, the Bank is expressly authorised by the Customer to dispose of the commodity at such time and in such manner as the Bank may decide and the Customer shall pay the Bank all losses, damage, costs and expenses incurred or sustained by the Bank as a result of the purchase of commodity under any Acquisition by Agent-Bank as agent of the Customer or as a result of the Customer's failure to comply with the Customer's obligations to effect the payment of the commodity to the supplier.

(f) If there is no request of physical delivery of the commodity, the Customer authorises and appoints the Bank as Wakil (agent) to sell the commodities to any party including to the Bank itself when the Customer has constructive possession (Qabd al-Hukmi) at a price ("Bank's Purchase Price") in quantum equivalent to the total of the Customer's Purchase Price and a mark-up amount ("Profit"). The Profit shall be calculated from a rate ("Profit Rate") according to the terms and conditions applicable to the relevant products.

(g) The Bank waives all Wakalah fees which the Customer may otherwise need to pay to the Bank for acting as Wakil of the Customer for the Tawarruq transactions.

(h) In consideration of the Bank acting as the Customer's Wakil, the Customer shall indemnify the Bank against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which the Bank may sustain or incur as the Customer's Wakil.

(i) The Customer acknowledges that the performance by the Bank as Wakil in purchases and sales, commodities ownership and conclusion of Tawarruq transactions shall be evidenced by documentation as the Bank deems adequate and in accordance with Shariah requirements. All documentation shall be maintained by the Bank for such period of time as the Bank deems fit. The Customer may make written enquiry with the Bank for the details of any completed transactions.

(j) All Profit Rates for Bank's Purchase Prices are subject to change at the absolute discretion of the Bank from time to time with prior notice to the Customer; such notice as given pursuant to these Terms and Conditions.

(k) The Bank shall not be liable for any default due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of the Bank.

(l) The Bank may, at their sole discretion, by giving 21 days' notice vary or add to these Terms and Conditions; or vary, suspend or terminate the account with notice to the entities. Variations or additions to these Terms and Conditions or the variation, suspension or termination of the account may be made by placing a general notice in any one issue of a daily national newspaper or by posting a general notice in any OCBC Bank (Malaysia) Berhad / OCBC Al-Amin Bank Berhad branch or their websites respectively or by incorporating the notice into OCBC Al-Amin's statement sent to the customers periodically and the notice will take effect on a date not less than 21 days from the date of the notice.

## 2.1 TAWARRUQ SAVINGS ACCOUNT-i/CURRENT ACCOUNT-i

(a) The Customer's Purchase Price is equivalent to the following:

- i. New deposits into the Account from a cut-off time of the immediate preceding Trading Day to a cut-off time of the current Trading Day, if the immediate preceding Trading Day is not the last day of a calendar month; or
- ii. Credit balance in the Account at the cut-off time of the current Trading Day, if the immediate preceding Trading Day is the last day of a calendar month.

(b) Subject to Clause 4(e), the Bank shall pay the Profit portion ("Deferred Profit") of the Bank's Purchase Price to the Customer at the last day of the calendar month or (if not the last day of the calendar month) the day the Savings/Current Account-i is closed ("Account Closure Date") (either of which "end of the Tenure"). The remaining balance of the Bank's Purchase Price shall be deemed paid by the Bank by off-setting (Muqasah) with the Customer's Purchase Price after completion of the Tawarruq transaction. The Profit is calculated according to the following formula:

$$\text{Customer's Purchase Price} \times \text{Maximum Profit Rate} \times T/365$$

Where,

T = Number of days from the current Trading Day until last day of calendar month, both days inclusive

Maximum Profit Rate = KLIR or as per product specific maximum profit rate

(c) On the last day of the calendar month, if there is no Account Closure Date in that calendar month:

i. The Bank may at its sole discretion give the Customer a Hadiyyah derived from the following:

$$C = A - B$$

Where,

A = Profit calculated at the applicable profit rate on daily balance in the Current Account-i for the calendar month (ie. the monthly Profit)

B = aggregate Deferred Profit for the calendar month

If C > zero, then Hadiyyah will be an amount equivalent to C

If C = or < zero, then Hadiyyah = 0

ii. The Customer shall grant rebate (Ibra') on the aggregate Deferred Profit for the calendar month when the value of 'C' derived from the formula set out in Clause 4.1(c)(i) is a negative figure; the rebate (Ibra') to be given shall derived from the following:

$$\text{Rebate (Ibra')} = C \times (-1)$$

(d) On the Account Closure Date:

i. The Bank may at its sole discretion give the customer a Hadiyyah derived from the following:

$$Z = X - Y$$

Where,

X = Profit calculated at the applicable profit rate on daily balance in the account from the first day of the calendar month with the Account Closure Date to the day before the Account Closure Date (ie. the account closure month's Profit)

Y = aggregate Deferred Profit for the calendar month from the first day of the calendar month with the Account Closure Date to the day before the Account Closure Date

If Z > zero, then Hadiyyah will be an amount equivalent to Z

If Z = or < zero, then Hadiyyah = 0

ii. The Customer shall grant rebate (Ibra') on the aggregate Deferred Profit for the calendar month when the value of 'Z' derived from the formula set out in Clause 4.1(d)(i) is a negative figure; the rebate (Ibra') to be given shall derived from the following

Rebate (Ibra') = Z x (-1)

The Bank's obligation (if any) to give Hadiyyah to the customer shall be fully discharged on payment of the Hadiyyah on (as applicable) the last day of the calendar month or the Account Closure Date.

## **2.2 GENERAL TERMS FOR HOUSING DEVELOPMENT ACCOUNT-i ("HDA-i")**

(a) The Tawarruq procedure for current account-i applies to HDA-i.

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

(c) The HDA-i is a current account without the use of cheques i.e. there will be no cheque book issued by the Bank for the HDA-i. The Customer shall ensure that there are sufficient and cleared funds in the HDA-i to meet all requests and at no time will the HDA-i be overdrawn.

(d) 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.

(e) 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-i without closing the HDA-i; or
- (ii) withdraw all monies and close the HDA-i.

## **2.3 TAWARRUQ FIXED DEPOSIT-i/TIME DEPOSIT-i**

(a) This product is based on the Shariah principle of Tawarruq. On placement of the deposit, the Customer and the Bank shall agree on the Customer's Purchase Price, the rate at which the Profit will be calculated, the tenure ('Tenure') at the end of which ('maturity date') the Bank will pay the Bank's Purchase Price or the balance of the Bank's Purchase Price.

(b) The Relevant Account is a Current Account-i or such other account(s) maintained with the Bank (collectively, 'Debiting Account') or with other financial institutions. The Customer hereby authorises the Bank to debit the Customer's Purchase Price from the Debiting Account.

(c) The Profit shall be calculated from the following formula:

Profit = Customer's Purchase Price x Profit Rate x D / N

Where

D is number of days in the Tenure

N is 365



(d) The Customer may, at any time during the Tenure request for early settlement of the Bank's Purchase Price in full. In such event, in consideration of the Bank's agreement to make an early settlement of the Bank's Purchase Price, the Customer agrees to grant a rebate (ibra') on the Bank's Purchase Price as follows:

i. If the early settlement is on or prior to the completion of three (3) months (or such other period as may be notified to the Customer by the Bank) from the time of payment of Customer's Purchase Price, the rebate to be equivalent to the Profit;

ii. If the early settlement is after three (3) months or more (or such other period as may be notified to the Customer by the Bank) from the time of payment of Customer's Purchase Price:

(A) The rebate by the Customer for a consumer banking Fixed Deposit-i/Time Deposit-i shall be derived from the following formula:

$$\text{Rebate} = 1/2(\text{Profit} \times C/T) + [\text{Profit} \times (T-C)/T]$$

Where,

C = Number of complete months during the Tenure before early settlement of the Bank's Purchase Price

T = Number of months in the Tenure

(B) The rebate by a Customer for a non-consumer banking Fixed Deposit-i/Time Deposit-i shall be equivalent to half of the Profit.

iii. For new deposit/deposit renewed on and after 05 March 2018, the rebate by the Customer for early settlement of the Bank's Purchase Price shall be equivalent to the total Profit amount. Early settlement of part of the Bank's Purchase Price ("Partial Early Settlement") is allowed for an individual Customer (non-business account), subject to:

- (i) The Partial Early Settlement 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 Early Settlement shall reduce the Bank's Purchase Price/balance Bank's Purchase Price.
- (ii) If the Partial Early Settlement will lead to the non-Profit portion of the remaining Bank's Purchase Price/balance Bank's Purchase Price falling below Ringgit Malaysia One Thousand (RM1,000), then the Customer shall be taken as having requested a full early settlement for the Bank's Purchase Price/balance Bank's Purchase Price and the Customer shall give a rebate (ibra') of all Profit portion of the Bank's Purchase Price/balance Bank's Purchase Price.
- (iii) The Customer shall grant a rebate (ibra') on all Profit attributable to the Partial Early Settlement amount, and the Bank's Purchase Price/balance Bank's Purchase Price shall be reduced by the rebate. If the Profit has already been paid by the Bank, the Customer agrees that the Bank may debit the rebate from the Partial Early Settlement amount.
- (iv) Rebate (Ibra') on the Bank's Purchase Price calculated as below:  
$$\text{Ibra'} = \frac{\text{Partial Withdrawn Amount} \times \text{Profit Rate (\%p.a.)} \times \text{No. of Days for the Original Contracted Tenure}}{365}$$
- (v) Partial Early Settlement may be requested Over-The-Counter (OTC) at the Bank's branches, unless otherwise agreed by the Bank in writing.
- (vi) Partial Early Settlement may only be requested for deposits with Tenure of 2 or more months, unless otherwise agreed by the Bank in writing.

iv. Provided that when Profit for a non-consumer banking Time Deposit-i is paid by periodic instalments such as by monthly instalments, the rebate for early settlement outlined above shall not apply but instead, the rebate shall be equivalent to the total Profit amount.

(e) When rebate is due from the Customer for full early settlement, the Bank's Purchase Price (or balance Bank's Purchase Price) shall be reduced by the rebate ('Net Balance Bank's Purchase Price'). For clarity, when Profit is paid by periodic instalments such as by monthly instalments, the balance of the Bank's Purchase Price payable at early settlement to the Customer shall be the Net Bank's Purchase Price less all Profit actually paid (and not yet debited by the Bank from any prior Partial Early Settlement) until the date of early settlement.

(f) For early settlement, the Customer shall also pay for all holding, handling and brokerage fees (collectively, 'Charges') actually charged by any third party broker for sale and purchase of commodity pursuant to the commodity murabahah. The Bank shall be entitled to deduct the Charges from the Bank's Purchase Price/balance Bank's Purchase Price/Early Partial Settlement amount before paying the balance to the Customer.

(g) When Profit is paid by periodic instalments, the Customer must maintain a current account-i with the Bank for crediting of the Profit instalments. If for whatever reason Profit instalments cannot be credited to a current account-i maintained with the Bank, payment of Profit by instalments shall cease and instead, all of the balance Profit shall be paid together as part of the balance Bank's Purchase Price on the maturity date.

(h) The Bank reserves the right to impose any such limits on the amounts and terms of deposit including but not limited to the minimum deposit limits which may be subject to change at the Bank's absolute discretion.

(i) Withdrawal of deposits can be made only on maturity date (except an early withdrawal with an early settlement) and at the branch of deposit. 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. All withdrawal of deposits must be made in its entirety and not in separate sums.

(j) The Customer is required to give clear and specific instructions in writing with regard to the withdrawal and disposal of the deposits. Such instructions should reach the Bank not less than two (2) Business Days (or such other period as may be stipulated by the Bank) before maturity.

(k) In the absence of any withdrawal/disposal instructions, the Bank is under no obligation to renew the principal and/or profit or to transfer or remit such matured sums to the Customer or to any of the accounts within or outside the Bank until further instructions are given to the Bank.

#### **2.4 SHORT TERM TREASURY DEPOSIT ACCOUNT ("STTD-i")**

(a) This product is based on the Shariah principle of Commodity Murabahah or Tawarruq.

(b) An STTD-i may be opened, and each subsequent placement may be made with not less than the minimum cash deposit, as determined by the Bank from time to time.

(c) The tenure of each placement ("Deposit") 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. The amount of a Deposit ("Deposit Amount") shall be the Customer's Purchase Price.

(d) The prevailing Profit Rates offered for Deposits at that point of time are 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 Profit payable on a Deposit. The Bank's Purchase Price or Murabahah Purchase Price will be calculated from the following formula and payable at the maturity date of the STTD-i placement:

$$\text{Murabahah Purchase Price} = A + (A \times r \times T)/D$$

Where,

A = Deposit Amount

r = Profit Rate

T = number of days in STTD-i placement tenure (including placement date but excluding maturity date)

D = 365, if the Deposit is in Ringgit Malaysia or foreign currency with similar convention; OR 360 if the Deposit is in United States Dollars or foreign currency with similar convention

(f) The Customer hereby agrees to give rebate (ibra') on the Murabahah Purchase Price, if the Customer requests the Murabahah Purchase Price be paid prior to the maturity date. The rebate (ibra') shall be calculated from the formula below:

Rebate (Ibra') = Profit payable

(g) The acceptance and continuance of the STTD-i shall be at the Bank's discretion and the Bank shall not be bound to disclose reason for its non-acceptance or discontinuance.

(h) The Customer shall open and maintain a current account with the Bank or such other account acceptable to the Bank for payment of all or any part of the Murabahah Purchase Price.

### 3. FOREIGN CURRENCY ACCOUNT-i

#### 3.1 GENERAL TERMS FOR THE FOREIGN CURRENCY ACCOUNT-i

(a) These general terms shall apply to all accounts that are denominated in foreign currency. The Shariah principle of Bai' al-Sarf (currency exchange) applies to all FCA-i. Bai' al-Sarf is a contract of exchange of money for money between the Bank and the Customer at a foreign exchange rate and being transacted on spot (T+2 is considered as spot transaction for FCA-i). The Bank and the Customer (either of which a "seller of currency") shall deliver to the other ("buyer of currency") the currency (in such amount under the foreign exchange rate) that the seller has contracted to sell ("Sale Currency"). On delivery by the seller of currency, the buyer of currency shall take possession and whereupon assume the ownership risk of the Sale Currency. Possession may be physical or constructive, including receipt of cash by, crediting into account of, received on account of the buyer of currency.

(b) Any remittance of the Customer's money in a different currency after conclusion of the Bai' al-Sarf contract, shall be pursuant to the Shariah principle of Ijarah Al-Khadamat (services contract).

(c) 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.

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

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

- i. 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-i.

(f) Withdrawals from any FCA-i in a currency other than the currency of that FCA-i shall be at the conversion rate determined by the Bank. Any such withdrawal in cash as the Bank at its sole discretion allowed shall be pursuant to the Shariah principle of Ijarah Al-Khadamat. The Bank is under no obligation to accept deposits or allow withdrawals of foreign currency notes.

(g) The Bank may receive for the credit of the FCA-i 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-i at the conversion rate to be determined by the Bank.

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

### **3.2 QARD FOREIGN CURRENCY CALL ACCOUNT-i ('QFCCA-i')**

(a) A QFCCA-i may be opened in any currency other than Ringgit Malaysia, acceptable to the Bank. Hadiyyah, if any is paid at the discretion of the Bank, 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. The Bank may at its sole discretion not pay any hadiyah unless the balance exceeds any minimum amount stipulated by the Bank. The Bank is not legally bound to pay any hadiyah to the Customer.

(b) No interbranch transactions or overdrawing are allowed on the QFCCA-i.

(c) Withdrawals may be made by giving not less than 24-hours' notice in writing (or by such other means permitted by the Bank).

### **3.3 FOREIGN CURRENCY TIME DEPOSIT ACCOUNT-i ('FCTD-i')**

(a) This product is based on the Shariah principle of Tawarruq.

(b) All terms and conditions stated in **Clause [2.3] Tawarruq Fixed Deposit-i/Time Deposit-i** shall apply to FCTD-i except that the Customer's rebate (ibra') on the Bank's Purchase Price shall be equivalent to the Profit.

(c) A FCTD-i may be opened in any currency other than Ringgit Malaysia which is acceptable to the Bank.

## **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 be 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 **Clause [2.3] Tawarruq Fixed Deposit-i/Time Deposit-i 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 accessing or 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 despatched 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 charges 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 OCBC Bank consumer banking customers)  
Telephone No: 03-8314 9310 (For OCBC Al-Amin consumer banking customers)

(b) For business banking customers

Telephone No: 03-8317 5200 or 1-300 88 7000 (For OCBC Bank business & corporate banking customers)  
Telephone No: 1-300 88 0255 (For OCBC Al-Amin 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 CURRENT ACCOUNT-i (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-i to the Current Account-i. There shall be no automatic re-transfer of any funds from Customer's Current Account-i back to the Savings Account-i.

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-i or Current Account-i 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 requires 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-i with cheque book (if applicable) ('iQ Account') or savings account-i; and

(ii) a card for ATM transactions ('iQ Debit Card-i'); 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-i, 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-i. The Principal Member will be issued a principal iQ Debit Card-i and the Supplementary Member(s) will each be issued a supplementary iQ Debit Card-i. 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-i to access his other existing accounts with the Bank. A supplementary iQ Debit Card-i 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-i by written notice to the Bank's branches through the termination form. Termination of principal iQ Debit Card-i by the Principal Member immediately terminates supplementary iQ Debit Card-i. Termination of any supplementary iQ Debit Card-i by any joint Members does not terminate the principal iQ Debit Card-i and the other supplementary iQ Debit Card-i.

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-i or current account-i 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-i and iQ Debit Card-i 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-i, and cancels all facilities with the Bank; or

(ii) the Member terminates his / her iQ Debit Card-i; 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-i, and the iQ Account or savings account-i 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 Members' 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) 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.

(iii) 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.

(iv) 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.

(v) 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.