

## Cash Management – Bulk Services Terms and Conditions

In subscribing to the Service, you agree to be bound by the terms and conditions in this document.

### A. DEFINITIONS AND INTERPRETATION

1.1 The following words and expressions used in this document shall have the following meanings:

- a) “Account” – The corporate deposit account maintained by you with us.
- b) “Application Form” – Our application form for the Service signed by you, including any related forms and consents.
- c) “Authorised Person” – Any person you authorise (either alone or collectively) to operate an Account or Designated Account, and to act on your behalf in giving instructions, to perform any acts under this document or use the Service.
- d) “Business Day” – Any day we are open for business in the Federal Territory.
- e) “CD” – Compact Disc.
- f) “CMS” – The Cash Management Services which add to or supplement the banking facilities and services that we offer to our customers, including additional services related to remittances, bulk cheque issuances, and IBG payments.
- g) “CMS Software” – All or any part of the computer software (stored in Portable Media) licensed or sub-licensed by us to you for the operation and utilisation of the CMS, including the software which authenticates your identity.
- h) “Designated Account” – The account which you will open as a new Account, or which is designated from your existing Accounts, for CMS (and if you do not designate an account, this refers to an account which we may designate) to utilise the CMS, and to and from which we will charge the transaction amount, and deduct the fees, costs, charges, expenses, and interest imposed by us for the use of the CMS, including subscription fees and additional fees for selected transactions/services, and for which we may require a prescribed minimum of funds to be maintained in this account.
- i) “Digital Certificate” – The combination of codes used by us to authenticate your identity.
- i) “DVD” – Digital Versatile Disc.
- k) “Electronic Bulk Service” – The services comprising payroll, payment, Bulk Issuance of Cashier’s Order (BICOS), Bulk Commercial Cheques Issuance Service (BCCIS) and IBG transactions.

- l) "Group" – Our branches, agencies, representative offices, affiliated, associated or related corporations, and their respective officers, servants or agents, whether situated in or out of Malaysia.
- m) "Instructions" – Any request or instruction given or said to be given by you to us through the CMS.
- n) "IBG" – Interbank GIRO, an interbank fund transfer system that facilitates payments and collections via the exchange of digitized transactions between banks.
- o) "Offline Upload Service" – A service whereby you can initiate transactions by generating the payment file, saving it into a Portable Media and delivering the Portable Media to us to effect the payment transaction.
- p) "Our", "us" or "we" – United Overseas Bank (Malaysia) Bhd [199301017069 (271809-K)] whose business office is at Level 9, Menara UOB, Jalan Raja Laut, 50350 Kuala Lumpur and its branches in Malaysia.
- q) "Portable Media" – Includes the installation diskette/CD and any other diskette/DVD/CD/USB thumb drive necessary to use the CMS.
- r) "Service" – The CMS service we provide to you, as described in this document.
- s) "You" or "your" – The person named as the applicant in the Application Form. If there is more than one, "you" or "your" means each person separately, as well as every two or more of them jointly.

1.2 A reference to –

- a) the singular number includes the plural, and vice versa;
- b) the masculine gender includes the feminine and neuter genders, and vice versa;
- c) a person includes an individual, a partnership, a body corporate, an unincorporated association, a government, a state, an agency of a state, and a trust;
- d) a person includes the person's executors, administrators, successors, substitutes, and assigns, and this document will bind those persons; and
- e) "including" or "for example" (or other similar words) when introducing an example does not limit the meaning of words to those examples.

## **B. APPLYING FOR THE SERVICE**

- 1.1 In applying for the Service, you agree to be bound by all applicable terms and conditions, procedures and instructions as set out in any document or form we issue (whether on paper or on our website) at any time, including –
- a) the contents of this document;
  - b) our Cash Management Services – User Guides;
  - c) our various standard terms and conditions governing various banking facilities and services; and
  - d) any instructional material we provide to you.
- 1.2 If there is an inconsistency between this document and the terms in the documents mentioned in Clause 1.1 above, the terms in this document shall prevail on matters relating to the Service.
- 1.3 This document will be in addition to and not in derogation of any specific agreement and arrangement with regard to the Service at any time between the parties.
- 1.4 The Service is a service under the Cash Management Services, which is in addition to the other facilities, services and products we grant or provide to you through various media, including the electronic medium or Internet. The Service will also be governed by the terms and conditions governing such media as we stipulate by us.
- 1.5 Any existing mandate or instruction to us that your Accounts are to be operated by two or more authorized users will not apply when any of your authorized users issued with a password and login-ID operates the Accounts via the Services.

## **C. CMS SOFTWARE**

- 31 You must properly install, maintain and use the CMS Software where applicable. We may (but not obliged to) assist you in installing the CMS Software, for which we may charge a fee.
- 32 We do not make any warranty, express or implied, for the merchantability of the CMS Software, its fitness for any purpose, or that it is free of errors.
- 33 We will not be liable for the loss of or damage to any database, information, or statement that may be caused by the installation, maintenance or use of the CMS Software, or for any loss or damage suffered by you because of the installation or use of any software which is not supplied or approved by us.
- 34 You will indemnify us if we suffer any loss or damage because of or connected to the use any software which is not supplied or approved by us.
- 35 You must inform us immediately if the CMS Software is defective, lost or stolen. Until we receive such notification and have taken the relevant action, you will remain liable for all liabilities incurred because of an instruction received by us via the CMS.

## **D. OPERATION THE SERVICE**

### **Customer Instructions**

- 4.1 Except for enquiries made through the CMS, Instructions to effect transactions through the CMS will not be taken to have been received or executed by us until you receive our confirmation of receipt or execution.
- 4.2 You will be responsible for adhering to our deadlines for submitting instructions for remittances and IBG Payments, and you will be solely responsible for the consequences of any Instructions being submitted late, or deemed late by remittance, bulk cheque issuance, and IBG systems or agents.
- 4.3 For Electronic Bulk Service:
- a) Instructions will be irrevocable and binding on you upon transmission.
  - b) You must inform us immediately if you receive incomplete, garbled or inaccurate data or information from us.
  - c) You must inform us immediately if you receive any data or information which is not intended for you, and must delete it from your computer system.
- 4.4 For the Offline Upload Service:
- a) You must ensure that every Portable Media containing transactions to be processed through Offline Upload Service ("Portable Media") is sent to us with the required information and your letter of authorization, and according to the format and schedule as specified in the UOB Cash Management Services User Guide.
  - b) You must give us any particulars we require for persons authorized to deliver and collect Offline Upload Service Portable Media or any other related correspondence.
  - c) Instructions will be irrevocable and binding on you upon delivery of the letter of authorization and Offline Upload Service Portable Media.
  - d) Unless otherwise instructed by you and agreed by us, we will destroy the Offline Upload Service Portable Media after we processed the transactions contained in it.

4.5 We can regard any Instructions from you received in the prescribed manner as authentic and duly authorized. We do not have to investigate the authenticity or authority of persons sending or purporting to send Instructions, or verify their accuracy and completeness, and we can treat Instructions as valid and binding on you, despite any conflict with any other Instructions you give to us, or any error, fraud, forgery, lack of clarity or misunderstanding in its terms.

4.6 We do not have to carry out any Instructions if –

- (a) the funds in the Designated Account are insufficient, or if credit facilities granted to you are inadequate;
- (b) the funds in the Designated Account are insufficient, or if credit facilities granted to you are inadequate to meet future dated payments;
- (c) the funds in the Designated Account are insufficient to pay for any fees, costs, charges, expenses and interest that we may impose for the use of the CMS;
- (d) the Designated Account is frozen, or if it is closed, and a new or existing account has not been opened or selected and designated as the Designated Account;
- (e) the execution of the Instructions will cause the balance in the Designated Account to exceed the credit limit;
- (f) we know, or have reason to believe, that a breach of security, fraud, criminal act, offence or violation of any law or regulation has been or will be committed

and we will not be responsible for the consequences of our refusal to act in such circumstances.

4.7 You will be solely responsible for ensuring the accuracy and completeness of Instructions. We will not be responsible for the consequences of any Instructions being incomplete, garbled, erroneous or inaccurate.

4.8 You must regularly check the status of Instructions processed or being processed by us.

4.9 Where the total value of the transactions in the Instructions exceed the credit balance in the Designated Account or the credit facilities made available to you, we will be entitled to determine whether or not to carry out the Instructions, and if so whether in whole or in part, irrespective of the dates or times of they were sent or received.

## **Change of Instructions**

- 51 We are not obliged to cancel or amend any payment made or to be made pursuant to Instructions.
- 52 If we agree to your request to amend or cancel any Instruction, we shall be allowed a reasonable amount of time to carry out such request.
- 53 We will not be taken to have received or have notice of any request to amend or cancel an Instruction until we write to inform you that it has been received, or we have taken action, whichever is earlier.

## **Confidentiality of Passwords and Login-IDs (for Electronic Bulk Service)**

- 61 Your passwords, login-IDs, security devices (including tokens) and other codes issued by us or by any security software providers recognized by us to enable you to access the CMS are confidential. You must take all necessary steps to prevent their unauthorized or fraudulent use, and must notify us immediately upon becoming aware of unauthorized access or possible unauthorized access to the same.
- 62 You will be responsible for all Instructions effected (whether authorized or not) using such passwords, login-IDs, security devices and codes.
- 63 We can issue any combination of letters and/or numerals for the passwords, login-IDs, Digital Certificates, security devices and codes.
- 64 We can, , de-activate or revoke the use of any passwords, login-IDs, security devices, Digital Certificates and codes by providing notification to you.
- 65 You will be fully liable for any transactions that occur with or without your authority through the use of any passwords, login-IDs, security devices, Digital Certificates and/or codes and received by us.
- 66 We may send the passwords, login-IDs, security devices and codes to you in a manner we see fit.

## Hashing function

- 71 If you choose to hash data before sending it to us via electronic transmission including the Internet, Offline Upload Service or other available means, you fully understand that the hashing feature is provided as an added safety option to help ensure transaction files are not tampered with during transmission. We will not be responsible for any consequences arising from the use of the hashing function.
- 72 You must keep confidential and take all precautions to safeguard the hashing algorithm issued by us.

## Payment Services

- 81 Following an Instruction from you, we are authorized to make payments, including third party payments.
- 82 Our standard terms and conditions and general operating procedures applicable to remittances and IBG transactions will apply (with necessary changes) to all CMS transactions.
- 83 We can make changes to the list of payees to whom payment can be made through the CMS, by notice to you.
- 84 If allowed by the CMS system, you can instruct payments, schedule ad-hoc payments in advance or schedule installment payments at regular intervals, and (subject to Clause 5) cancel or change any scheduled payment, provided that you comply with all directions, terms or requirements that we may impose from time to time, including deadlines, cut-off times and notice periods.
- 85 We can, at any time by notice to you, change the procedure or manner in which Instructions must be given.
- 86 If you use the payment service by bulk issuance of cheques, the following provisions shall apply (in addition to the prevailing Terms and Conditions Governing Current Account which we may impose at any time):
- (a) You must open a new current account with us, in a currency we approve, to be designated as an "Imprest Account" in your name. The Imprest Account will be used for making payment on cheque or other forms of bills of exchange or



similar instrument as we may specify (collectively, "Cheques") issued following Instructions and drawn against us.

- (b) You must nominate two authorized signatories with full operating mandates for the Imprest Account and give us the specimens of the signatures of these signatories.
- (c) If you want to change the authorized signatories of the Imprest Account, you must notify us in writing of the change at the branch where the Imprest Account is maintained (or such other address as we may specify), and give us the specimens of the signatures of the new signatories. If you do not do so, we will not be deemed to have notice of the change, and will continue to act on Instructions given by the authorized signatories on our records.
- (d) Instructions to issue cheques will be irrevocable once given by you. Instructions must be in a format acceptable to us, and must include all information we require. You must ensure that the information provided is accurate.
- (e) All cheques issued must be "crossed" and made out to named payees.
- (f) When we receive Instructions to issue cheques, we will transfer funds of an amount equivalent to the total value of the Cheques to be issued following those Instructions from the Designated Account to the Imprest Account to meet payments under the cheques.
- (g) You must ensure that there are sufficient funds in the Designated Account before giving Instructions to issue Cheques. We can refuse to act on Instructions if the funds in Designated Account are insufficient, or cannot be transferred, and we will not be liable for any consequences resulting from our refusal to act.
- (h) We will debit funds in the Imprest Account against presentation of the Cheques.
- (i) You will be responsible for reconciling the entries made for the Imprest Account. If you think there is an error or unauthorized transaction entered in the Imprest Account, you must notify us in writing within 14 days of the entry being posted in the Imprest Account. If we do not receive such a notification within that time, each entry will be treated as correct, and you will be bound by it, and you will have no claim against us howsoever arising from, in connection with or as a result of any transaction or entry.
- (j) You must ensure that there are sufficient funds in the Imprest Account to meet payment against any Cheques following Instructions.

- 8.7 Subject to Clause 28.4, we may charge fees for payment services rendered at such rates, on a regular or per transaction basis, and if on a regular basis, at such intervals, as we decide.
- 8.8 If the payment service we provide involves the delivery or collection of physical instruments of payment, you must comply with our procedures, and we will not be liable for anything caused by your non-compliance. You will be responsible for all r i s k s associated with the delivery or collection of such instruments by us.
- 8.9 We will not be liable for any claim, demand, action, proceeding, damage, liability, loss or expense made against you, or which you may incur or suffer because of –
- (a) a late payment caused by your non-compliance with our directions, terms and requirements for making such payments using the CMS; or
  - (b) any failure of a third party, agent, or our nominated correspondent bank through whom any such payment is made to transmit payment to the intended payee; or
  - (c) our action or refusal to act because of a court order issued by a court of any jurisdiction, a notice, request, or directive issued under any statute, regulations or by- law (whether or not having the force of law).
- 8.10 The termination of the CMS will not affect any outstanding Instructions for payment services received prior to the termination, which we are entitled to execute and you are required to honour, unless the Instruction is terminated in accordance with Clause 5.

## **Limits**

- 9.1 We can at any time to introduce, determine, vary or cancel limits for any transaction types, facilities, services and products that may be carried out through the CMS, whether in monetary or numerical terms or otherwise, and to vary their frequencies and availability period.
- 9.2 We can limit, cancel or suspend the CMS in whole or in part at any time with notice to you, and may add, withdraw or change the types of transactions that may be made available or carried out through the CMS.

## **No Warranty**

- 10.1 If we provide you with any third party information, you agree that we do so without warranting its accuracy or completeness.
- 10.2 Neither we, nor any of our affiliates or subsidiaries, any relevant Internet service provider, information provider or any other software supplier, makes any express, implied or statutory warranties relating to the CMS, the direct access software or services or browser, including any warranty of merchantability, fitness for a particular purpose or non- infringement of third party proprietary rights, or that they are free of errors.
- 10.3 Whilst reasonable care has been taken in preparing the information and material contained in our website, we do not warrant the accuracy, adequacy or completeness of the information and material (including all text, graphics and links to other websites) contained in our website.
- 10.4 We will use reasonable endeavours to prevent unauthorized access by third parties to the CMS, but we do not warrant the security or confidentiality of any information transmitted through any electronic media including the Internet, network system or such other equivalent system in any jurisdiction via the CMS.

## **Electronic Mail Service**

- 11.1 We make no representation or warranty as to the security of any information or Instructions sent to us through e-mail service on our website which are not in a form prescribed or approved by us as being secure ("Non-secured E-mail").
- 11.2 We will not be obliged to act on any Instructions (whether digitally signed or not), or to answer any queries received through Non-Secured Email.
- 11.3 We will not be responsible for any loss of security of information regarding your Accounts or any loss or damage you experience because you did not follow our instructions, procedures and direction for using the electronic mail service, or not using electronic mail forms which are prescribed or approved by us ("Secured E-mail").
- 11.4 All queries on your Accounts can be sent to us by Secured Email in the manner specified by us.
- 11.5 All communications through Secured E-mail that meet our operating standards and requirements will be deemed valid, and will have the same effect as written or signed communication.

## **Evidence**

- 12.1 All evidence of your Instructions and communications transmitted electronically, including our computer records of transaction logs, magnetic tapes, cartridges, computer printouts, copies of any communication, or any other form of information storage, will be regarded as valid and accurate evidence of your Instructions and communications to us, and will be conclusive and binding on you.
- 12.2 All such Instructions and communications that meet our operating standards and requirements will be deemed valid, and will have the same effect as written or signed communication.

## **Rates**

13. Any foreign exchange, interest and other rates and other information, including stock quotes, made available under the CMS are only indicative, and are subjected to changes.

## **Availability of CMS**

- 14.1 We can change any feature of the CMS at any time by notice to you. We are not liable to you for making such changes, unless it is due to our gross negligence or willful misconduct.
- 14.2 We can change the hours of operation of the CMS by notice to you. We will use reasonable endeavours to ensure that the CMS will be available during the times stated in the CMS User Guide or elsewhere, but we do not warrant that the CMS will be available during such times.
- 14.3 We can temporarily suspend operations of the CMS for updating, maintenance and upgrading purposes, or any other purpose we deem fit by providing notification to you, and we will not be liable for any loss, cost, expense, delay, inconvenience or otherwise that may result, unless it is due to our gross negligence or willful misconduct.

## **E. FEES, CHARGES AND RIGHT OF DEBIT**

- 15.1 You must pay us the subscription fee and other cost, charge, expense and interest for using the CMS as may determine by us from time to time. We shall give not less than 21 days' advance notice to the Customer on any changes to the subscription fee and charges.
- 15.2 If you have agreed in any other document to pay us fees, costs, charges, expenses and interest, those agreements will continue to be in force, and be in addition to your agreement in this document to pay fees, costs, charges, expenses and interest in relation to the CMS.
- 15.3 You will be responsible for all charges incurred in accessing the Accounts using the CMS (including telephone and internet service provider charges).
- 15.4 You must pay us in Ringgit Malaysia, unless otherwise specified in this document.
- 15.5 You will be responsible for paying any charges (collectively the "Taxes") imposed by law or required to be paid for any transaction on the CMS, and you will indemnify us for any payment of such Taxes we make on your behalf.
- 15.6 All fees, costs, charges, expenses, interest, taxes, duties or levies and other amounts which are payable to us or recoverable from you under this document will be charged to and/or deducted from the Designated Account as we decide. If there are insufficient funds in the Designated Account, we may (but are not obliged to) debit your other Accounts, without affecting our right to refuse to carry out all unperformed Instructions and terminate this document.

## **F. OUR RIGHT TO SET OFF**

- 16 We can set-off any payment due from us to you against any amount due from you to us after giving you 7 days' notice.

## **G. DEBIT**

- 17 We can also debit your Accounts whether in debit or in credit (including time deposit Accounts belonging to you, whether or not matured) which you have with us in Malaysia or elsewhere to pay the amount due and owing by you to us under this document.

## **H. NEW SERVICES OR PRODUCTS**

18 We may introduce new services or products through the CMS at any time. By using such new services or products, you will be bound by the terms and conditions governing such new services or products.

## **I. SOFTWARE & HARDWARE UPGRADE**

191 If new or different versions of the CMS Software, the web browser, or other software necessary for the operation of the CMS become available, we can choose not to support any prior versions. If you do not upgrade or use the enhanced version of the software as we require, we may reject Instructions sent by you, and terminate this document immediately, by providing notification to the you.

192 We can change the type, versions, or specifications of any hardware or equipment that you may be required to use for the CMS, and if you do not meet such requirements, we may reject Instructions sent by you, and terminate this document immediately.

## **J. TERMINATION**

201 We can at any time terminate this document or de-activate or revoke the CMS by prior notice to you. We are not liable to you for any of our such actions.

202 We can (but are not obliged) to terminate this document if any of the Accounts are terminated or closed.

203 You can terminate this document by giving us two months' notice in writing.

204 Your obligation to pay all fees, costs, charges, expenses and amounts accrued up to the date of termination will survive the termination of this document or the deactivation or revocation of the CMS.

205 When this document is terminated, you must immediately return to us all CMS Software or other software or equipment supplied by us, and destroy any copies in your possession, and erase all copies of the CMS Software or other software supplied by us in your computer system.

## **K. OWNERSHIP OF CMS SOFTWARE AND DIGITAL CERTIFICATE**

- 21.1 Any CMS software and other software and all documentation (including the CMS User Guide) provided to you by or through us, belong to us. We grant you a non-exclusive non-transferable license to use the CMS Software (including the Digital Certificate) only for the purposes described in the CMS User Guide. The CMS Software and the Digital Certificate will at all times remain our exclusive property.
- 21.2 You must not disassemble or reverse engineer any CMS Software and must not cause any portion of the CMS Software or the Digital Certificate to be copied (except for back-up copies allowed under law), removed, modified, transferred, adapted or translated in any form, in whole or in part, and must not allow any third parties to have access to the CMS Software, Digital Certificate, or any documentation relating to CMS without our prior written consent.
- 21.3 You must return to us the CMS Software, Digital Certificate and all other software and documentation provided to you immediately upon our request.

## **L. CURRENCY EXCHANGE INDEMNITY**

- 22.1 Any conversion from one currency into another in connection with the CMS can be effected in such manner as we decide, at our prevailing rate of exchange.
- 22.2 Any rate imposed is final and conclusive, and you will bear all exchange risks, loss, charges, commission and other bank costs which may be incurred from the conversion of one currency into another in connection with the CMS, and we can debit any such loss, cost or charge from any of your Accounts.
- 22.3 Where the Account you assign to be debited for transactions involving foreign exchange has insufficient funds, we can liquidate the foreign exchange position and treat the transactions as cancelled, and you will be liable for any loss (including exchange loss), damage, charge, (including replacement cost) and fee incurred.



## **M. FORCE MAJEURE**

- 231 If we become wholly or partly unable to observe or perform the terms of this document because of causes beyond our reasonable control, including equipment, system or transmission link malfunctions, failure or sabotage, fire, flood, explosion, acts of elements, acts of God, accidents, epidemics, strikes, lockouts, power blackouts or failure, labour disputes, acts, demands or requirements of any Government or regulator or competent jurisdiction, or by any other causes which we cannot reasonably be expected to avoid, the performance of our obligations affected by such causes will be excused as long as such causes continue.
- 232 We will not be liable for any delay, loss, damage or inconvenience because of any of the abovementioned causes.

## N. DISCLOSURE OF INFORMATION

24.1 You agree that we (including our officials, employees, agents or any other persons who we grant access to our records, correspondence or any material relating to you or an Account or Designated Account) can disclose at any time without notifying you beforehand, any information relating to you, any of your Authorised Persons, or an Account or Designated Account, to the following persons:-

- (a) any members of our Group for any of the following purposes: -
  - (i) providing you with banking services;
  - (ii) reporting;
  - (iii) data matching;
  - (iv) promoting, improving and furthering the provision of other services by us to you;
  - (v) fraud or crime prevention;
  - (vi) investigating, preventing or otherwise in relation to money laundering and criminal activities;
  - (vii) debt collection;
  - (viii) outsourcing our operations;
  - (ix) performance of duties as an officer of the bank or in connection with the conduct of audit or the performance of risk management;
  - (x) facilitating the performance of our or any members of our Group's function;
  - (xi) compliance with our Group's policies, guidelines, directives or requirements;
  - (xii) corporate exercise;
  - (xiii) any legal process initiated by or served on us;
- (b) any person, whether in Malaysia or elsewhere, who provides electronic or other services to us for the purpose of providing, updating, maintaining and upgrading the said services, including but not limited to investigating discrepancies, errors or claims;
- (c) any person or organization whom you have instructed us to effect payment to and/or collection from under the Service, for any purposes whatsoever as we consider necessary;
- (d) to any person, whether in Malaysia or elsewhere, which we engage for the purpose of performing or in connection with the performance of services or operational functions which have been out-sourced;
- (e) the police or any public officer conducting an investigation in connection with any offence including suspected offences;
- (f) to other banks, financial institutions, credit bureau or credit reference agents (only for credit information);
- (g) our auditors, solicitors, and professional advisors;
- (h) our stationery printers, vendors of the computer systems we use, and to such persons

installing and maintaining them and other suppliers of goods or service providers we engage;

- (i) any receiver we appoint or appointed by any other party;
- (j) any credit bureau of which we are a member, and any other members and/or compliance committee of such credit bureau;
- (k) any rating agency, insurer or insurance broker or direct or indirect provider of credit protection;
- (l) any actual or potential participant or sub-participant in relation to any of our obligations under the banking agreement between you and us, or assignee, novatee or transferee (or any officer, employee, agent or adviser) of any of them;
- (m) for transactions effected or processed with or without your authority in or through the ATMs of other banks or financial or non-financial institutions or terminals or other card operated machines or devices we approve, to the bank, financial institution or non-financial institution, trader or other party accepting the use of the ATM card and their respective agents or contractors;
- (n) any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over us or any members of our Group;
- (o) any person to whom we or any members of our Group is permitted or required to disclose to under the law of any country; and

242 You agree that we will not be liable for any loss or damage that you incur due to the negligence, act or omission of any third party referred to in Clause 24.1.

243 You agree that we will not be liable to you for the disclosure to any person of any information whatsoever regarding you or the Accounts caused by your failure to keep the password, login-ID and Digital Certificates confidential.

## **O. INDEMNITY BY YOU**

25 To the extent permitted by law, you will indemnify us for all and any loss, damage, expense, liability, claim or cost (including all legal cost on an indemnity basis) to which we may be subjected in relation to our functions with respect to the CMS, including –

- (a) any unauthorised Instructions or other instructions from you transmitted through CMS, or any Instructions or such other instructions being inaccurate, garbled or incomplete;
- (b) the recovery of or attempt to recover by us from you any monies due to us, or our enforcement of the terms of this document;
- (c) any change in any law, regulation or official directive which may have a material adverse effect on this document or us; and
- (d) any breach by you of any of your obligations provided for in this document.

## **P. EXCLUSION OF LIABILITY**

26.1 To the extent permitted by law, we will not be liable for any loss or damage caused on the part of any person whether or not arising from or in connection with and including –

- (a) any loss or damage cause by equipment, software, Internet browser providers, or by the Internet service providers or their agents or sub-contractors;
- (b) the installation, maintenance or operation of the CMS Software;
- (c) any computer or system virus interferences, “Trojan horses”, or other harmful components that may interfere with the CMS, the CMS Software, the web browser or our, yours or the Internet service provider’s computer system;
- (d) any breakdown or malfunction of any of the software or equipment used in connection with the CMS, whether or not belonging to us, including any electronic terminal, telecommunication device or any part of the electronic funds transfer system;
- (e) any loss, theft, or use (whether actual, purported, authorized or unauthorized) of the Digital Certificate, password and login-ID, the CMS Software, or the CMS;
- (f) any destruction or alteration or error in transmission of Instructions or any other instructions, data or information transmitted by your or us through the CMS;
- (g) any inaccurate, garbled or incomplete Instructions and your other instructions transmitted through the CMS;

- (h) any failure by you to follow the latest instructions, procedures and directions for using the CMS;
  - (i) any delay in delivery or non-delivery of any documents or materials whatsoever under this document;
  - (j) any delay or refusal to execute Instructions or other instructions from you transmitted through the CMS; or
  - (k) any direct, indirect or consequential loss or damage arising out of or related to the use of the CMS.
- 26.2 You agree that you cannot bring any action against us arising out of or in connection with the CMS or this document more than one year after the cause of action arises.
- 26.3 Our liability arising for any reason will at all times and in all circumstances be limited to a sum equivalent to the prevailing annual subscription fee for the CMS.

## **Q. COMMUNICATION**

- 27.1 You must immediately inform us of any change of address and/or employment or business.
- 27.2 Any account information, marketing promotions or campaigns, statement of account, correspondence or notice to you may be delivered by hand or sent by cable, electronic mail, telefax or post (registered, AR Registered, ordinary or otherwise) or any other manner we choose to your address or mobile contact and fax number last known to us, and such service shall be deemed effective at the time of dispatch or transmission by telefax, SMS, MMS or the next Business Day after the date of posting.
- 27.3 Any failure by you to notify us of a change of address resulting in delay or the return of any statement, correspondence and/or notice will not prejudice our rights or entitlement under this document.
- 27.4 We can give notice to you by any other means, including–
- a) advertisement in a daily newspaper;
  - b) displaying the notice, where appropriate, in our premises or website,
- and the notice will be deemed to have been served on you on the date the advertisement appears in the newspaper, or the date the notice was first displayed in our premises or website, whichever is earlier

## **R. AMENDMENTS**

- 281 We can at any time by prior notice to you, impose additional terms and conditions and make changes to this document and any of our terms and conditions applicable to each of the services available under the CMS. Your continued use of the CMS will be deemed to be acceptance of the amendments or changes.
- 282 We will notify you of any amendments by displaying a notice in our premises or website, placing an advertisement in a Malaysian daily English newspaper, by ordinary mail to your last known address, via radio or television broadcasts or any other media, or sending you an e-mail through the CMS.
- 283 You will be bound by any amendments or changes to this document or any terms and conditions referred to from the date we specify, or if not date is specified, from the date of such display, publication, advertisement, broadcast, posting or transmission.
- 284 Any changes to fees and charges can be made by us at any time at by giving you advance notice of 21 days.

## **S. INVALIDITY OF ANY PROVISION**

29. The invalidity or unenforceability of any provisions will not affect the underlying intent of this document, and the invalid or unenforceable provision will be severable, and will not affect the validity or enforceability of the other terms and provisions, which will remain in full force and effect.

## **T. COURT ORDERS, APPLICABLE LAW AND PROCEEDINGS**

- 301 We and our Group can act in any way we see fit, without consulting you beforehand, if we are served with a court order issued by a court of any jurisdiction, or a notice, request, or directive issued under any statute, regulations or by-law (whether or not having the force of law). You agree that you will not hold us liable for any loss or damage in connection with our actions.
- 302 This document will be governed by and construed in accordance with Malaysian law, and you irrevocably –
- a) submit to the non-exclusive jurisdiction of the courts in Malaysia;
  - b) waive any objection on the ground of venue location or any similar ground; and consent to the service of legal process documents by registered mail or in any other manner permitted by the relevant laws.
- 303 You must commence any proceedings for the recovery and/or enforcement of any monies claimed to be due from us in the courts of Malaysia, unless we agree otherwise in writing. Any judgment or order of court made against us will not be enforceable or executed against any of our overseas branches.