

TERMS AND CONDITIONS GOVERNING REMITTANCE SERVICES

A. Definitions

1. Applicant
Means the customer or person instructing the Bank to perform the Remittance Services.
2. Bank
Refers to Public Bank Berhad or Public Islamic Bank Berhad (as the case may be), being the licensed Financial Institution providing the Remittance Services referred to in this form.
3. Beneficiary
Means the person or entity designated to receive the funds transferred or remitted.
4. Remittance Services
Refers to the services provided by the Bank which shall include the transfer of funds via Telegraphic Transfer (TT), RENTAS transfer, Interbank Giro (IBG), issuance of Foreign Demand Draft (FDD), and Banker's Cheque (BC), and which definition shall be construed in accordance with the context in which the term is used.
5. Terms and Conditions
Refers to terms and conditions as stated herein and includes any amendments, variations and/or supplemental made or entered into from time to time.
6. Unclaimed Moneys
Means the funds that remain unpaid or unclaimed after the stipulated period, subject to the provisions of the Unclaimed Moneys Act 1965.

B. Interpretation

1. Words importing the singular shall include the plural and vice versa.
2. Words importing the masculine gender shall include the feminine and neuter gender and vice versa.
3. A reference to a person includes the person's attorney, executors and administrators and these Terms and Conditions will bind those person.
4. Any banking term not specifically defined or described in these Terms and Conditions shall be construed in accordance with the general practice of banks and financial institutions in Malaysia.
5. The headings and sub-headings in these Terms and Conditions are inserted for convenience only and shall not be taken into consideration in the construction of any clauses in these Terms and Conditions.
6. A reference to "including" or "for example" or other similar words when introducing an example does not limit the meaning of the words to those examples.
7. Any reference to a statutes, acts, regulations or guidelines ("Law") in these Terms and Conditions shall include all subsidiary legislations thereunder, modifications, amendments or re-enactments which may be enacted or made at any time and from time to time. In the event the Law is repealed and substituted with another Law, such reference shall be made to the superseding Law from the date such Law comes into force and effect.

C. Terms and Conditions

1. By instructing the Bank to perform the Remittance Services, the Applicant is deemed to have read, understood and accepted these Terms and Conditions.
2. These Terms and Conditions shall be read together with the terms and conditions governing the relevant deposit accounts and/or services which are used for the performance of the Remittance Services ("Other Terms and Conditions"). In the event there is any discrepancy or inconsistency between these Terms and Conditions and Other Terms and Conditions, these Terms and Conditions shall prevail for matters relating to the Remittance Services.

D. Security and Data Privacy

1. Data Protection
 - a. The Bank shall handle all personal data in accordance with the applicable data protection laws.

- b. The Applicant consents to the processing, sharing, and disclosure of their data as described in the Bank's privacy policy.
 - c. The Applicant shall safeguard their account details, access codes, passwords, and/or instructions and in particular where funds for any of the Remittance Services are debited from such accounts.
 - d. The Bank shall not be liable for losses, claims and/or damages arising from unauthorised access or transactions due to the Applicant's negligence and/or default in safeguarding the Applicant's account details, access codes, passwords and/or instructions.
2. Fraud Prevention
 - a. The Bank shall not be liable for any unauthorised use or fraudulent transactions arising from the Remittance Services unless caused by gross negligence or willful default on the part of the Bank.

E. Issuance and Validity of Instruments

1. Foreign Demand Draft (FDD)
 - a. Will be issued crossed unless instructions to the contrary are given.
 - b. Valid for a period of six (6) months from the date of issuance.
2. Banker's Cheque (BC)
 - a. Will be issued crossed.
 - b. Valid for a period of six (6) months from the date of issuance.
 - c. The BC will be classified as Unclaimed Moneys should the BC remain unpaid twelve (12) months after the date of issuance of the BC. Pursuant to the provisions of the Unclaimed Moneys Act 1965, the unclaimed amount will be transferred to the Registrar of Unclaimed Moneys (RUM). The Applicant can claim the said unpaid amount of the BC in accordance with the relevant procedures prescribed by the RUM from time to time and which may include the submission form UMA-7 and any other required supporting documents at any office of the RUM.
 - d. Where payment is made by cheque, this remittance will only be effected after the cheque has been cleared.

F. Funds Transfer and Payment

1. Processing of Transfers
 - a. Telegraphic Transfer (TT), RENTAS Transfer and Interbank Giro (IBG) are sent by wire, cable or telex or through any other channels, coded as required, entirely at the Applicant's own risk.
 - b. Neither the Bank nor any of its branches shall be liable for any consequence which may arise through interruption, omission, error, misinterpretation, mutilation, loss or delay in transmission unless it is due to the Banks' gross negligence or willful default.
 - c. The Bank may use the services of any correspondents, banks or agents in any location in performing the transfer. The Bank shall not be responsible or liable to the Applicant for any act or omission of any such correspondents, banks and/or agents or by reason of any delay or failure in the transfer. All charges incurred in relation to the transfer including any charges incurred by the Bank in engaging such correspondents, banks or agents shall be borne by the Applicant.
 - d. For any fund transfer, the credit to the Beneficiary's account may be based solely on the account number given by the Applicant, depending on the procedures emplaced at the receiving bank.
 - e. Payment shall only be processed after successful cheque clearance (if applicable).
2. Verification and Confirmation
 - a. The Applicant is responsible for ensuring that all information, documents and/or purpose of payment related to the Remittance Service provided to the Bank are accurate, up to date and complete.
 - b. The Bank may rely on such information and/or documents in good faith.
 - c. While the Bank will execute the payment order on the same day upon receipt of payment order from another financial institution, the Bank should be given reasonable time to seek confirmation from the remitting bank if the payment instruction is not in order.
3. Timing and Delays
 - a. The Bank shall endeavour to transmit a TT within the same working day.
 - b. However, the Bank or its agents are not liable for the delay in payment that may occur due to interbank processing times, time zone differences, or other unforeseen circumstances.

4. Cancellation
 - a. In the event of any cancellation of instructions for funds transfer and/or payment, such request must be made in writing by the Applicant to the Bank.
 - b. The Bank reserves the right to exercise discretion as to whether or not to cancel the instructions where the instructions for cancellation are unclear or are not received within the time specified by the Bank.
5. Refunds
 - a. Provided the Bank is still in possession of the funds, any refund by the Bank shall be made where possible only to the Applicant at the Bank's sole discretion (less all costs, profit/interest, expenses, fees, charges and applicable taxes) subject to the compliance of such terms and conditions as may from time to time be required by the Bank.
 - b. If the amount of the FDD or the transferred funds are in a foreign currency, the refund may be based on the Bank's on demand buying rate for the currency in question on the day the refund is made and subject to any exchange or other restrictions.
 - c. In the case of a BC or FDD, the refund shall be made only upon the receipt of the BC or FDD by the Bank, duly endorsed by the Applicant.

G. Online Submission

1. The Applicant agrees that any instructions, information or documentation submitted online shall be duly authorised and issued by the Applicant, and the Bank shall be entitled to rely and act upon such instructions in good faith without further verification.
2. The Applicant shall ensure that their access to the Bank's online banking platform is secured and protected against unauthorised use. The Bank shall not be liable for any loss or damage arising from any unauthorised instructions or transactions unless due to the Bank's gross negligence or wilful misconduct.
3. The Bank reserves the right to reject or decline any online submission that is incomplete, inaccurate or not compliant with the Bank's requirements or internal policies.
4. Online submissions are subject to the applicable terms and conditions governing the use of the Bank's online banking services, including but not limited to any user agreements, security measures and authentication protocols in force at the time of submission.
5. The timestamp generated by the Bank's system in respect of any online submission shall be conclusive evidence of the date and time of receipt by the Bank.

H. Responsibilities and Liabilities

1. Neither Bank nor its branches, correspondents or agents shall be liable for any delay, damage or loss caused by any act, decree or order of any government or governmental agency or as a result or in consequence of any other causes whatsoever including but not limited to any Act of God, natural disaster, cyber-attacks, war which is beyond the control of the Bank or its branches, correspondents or agents.
2. The Bank shall, on behalf of the Applicant, be free to make use of any of its branches, correspondents or agents or any other agencies to effect the payment of the FDD or the transfer of the funds.
3. The Applicant agrees to indemnify the Bank for any liabilities, legal proceedings, claims, demands, losses, damages or cost arising from the Bank relying on such information and/or instructions, unless such losses arise from the Bank's gross negligence or wilful default.
4. If the BC or FDD applied for is lost, stolen or destroyed, the Applicant, in connection with any written request for the issuance of a replacement, will provide the Bank with an acceptable letter of indemnity against any loss or liability in respect of the lost, stolen or destroyed BC or FDD.
5. The Applicant shall immediately notify the Bank, in writing, of any non-receipt of funds by the Beneficiary. Upon receipt of such written notice duly given by the Applicant, the Bank shall look into the Applicant's complaint and make the necessary investigation and rectification, if any.
6. The Applicant consents to the Bank storing and disclosing the information contained herein to the Beneficiary's Bank, the Bank's correspondents or agents. The Applicant understands that if his consent is not given, the Bank will not be able to process this application or effect the payment or the transfer of funds. The Applicant further consents that the Bank may in the ordinary course of business disclose information in relation to the Applicant's affairs or account to any authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over the Bank.
7. To the fullest extent permitted by law, the Bank shall not be liable for indirect, incidental, consequential, or punitive damages arising from the use or inability to use the Remittance Services.

I. Legal and Compliance

1. These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia. Any disputes arising from or in connection with the terms in this Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Malaysia.

2. The Applicant agrees to comply with all applicable laws, regulations, and sanctions including those of the jurisdiction to which funds are remitted in relation to the use of the Remittance Services.
3. The Applicant warrants that all transactions are lawful and comply with applicable laws, and regulations.
4. The Bank reserves the right to refuse or suspend any transaction suspected to involve illegal activities such as money laundering, fraud, or terrorism financing, in accordance with applicable anti-money laundering and counter-terrorism financing laws.

J. Miscellaneous

1. All costs, expenses, fees and charges imposed by the Bank from time to time or such applicable taxes whether currently in force or to be implemented and chargeable by law, in relation to the Remittance Services are to be borne by the Applicant unless instructions to the contrary are given.
2. All charges outside Malaysia are to be borne by the Beneficiary unless instructions to the contrary are given.
3. Encashment or payment of the FDD or of the transferred funds is subject to the rules and regulations applicable in the country where payment is to be made.
4. If any clause in this Terms and Conditions is deemed invalid or unenforceable in any jurisdiction, such clauses shall be ineffective to the extent of such invalidity and unenforceability without invalidating or rendering unenforceable the remaining clauses in this Terms and Conditions. Any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such clause in another jurisdiction.
5. No failure or delay by the Bank to enforce any right under this Terms and Conditions shall constitute a waiver.
6. The Bank may amend, vary, delete and/or modify this Terms and Conditions by giving twenty-one (21) days prior notice, in which such notice may be posted on the Bank's website or at any of the Bank's branches or in any other manner as the Bank determines.

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