

TERMS & CONDITIONS GOVERNING PUBLIC BANK ONLINE BANKING (PBe) AND MOBILE BANKING (PB engage)

NOTICE:

The Online Banking and Mobile Banking (“individually and collectively referred to as e-Banking Service”) allow communication and interaction between Public Bank Berhad or Public Islamic Bank Berhad (“Bank”) and the Customer.

Before accessing the e-Banking Service and/or using all or any of its features, the Customer must read, understand and agree to be bound by the Terms and Conditions herein as well as any other terms which the Bank may prescribe. If the Customer does not agree to accept any of the Terms and Conditions, the Customer is advised to immediately discontinue access and/or use of the e-Banking Service.

The Customer's access or use of the e-Banking Service shall be at the Customer's own risk and initiative. The Customer shall be responsible for compliance of all applicable laws.

1. GENERAL

- 1.1 The Customer is advised to seek independent legal, financial or other advice as the Customer deems necessary at all times before making any decision based on any information, material or any content herein.

2. DEFINITIONS AND CONSTRUCTION

- 2.1 In these Terms and Conditions, the following words and expressions shall have the following meaning:
- a. "Account" means one or more of the Customer's Savings Account, Current Account, Credit Card, Loan/Financing, Investment, Fixed Deposit/Term Deposit-i or any other accounts with the Bank which may be accessed through the e-Banking Service as determined by the Bank.
 - b. "Agent" means any third party offering products, services, content and information.
 - c. "Agreement" means this agreement between the Customer and the Bank for the e-Banking Service, all supplements, amendments and variations thereto.
 - d. "Authorised Person" means the Customer himself who has applied for the PBe Service and/or the PB engage Service.

- e. "Bank" means Public Bank Berhad Registration No. 196501000672 (6463-H), a company incorporated in Malaysia and having its registered office at 27th Floor, Menara Public Bank, 146 Jalan Ampang, 50450 Kuala Lumpur and/or Public Islamic Bank Berhad Registration No. 197301001433 (14328-V), a company incorporated in Malaysia and having its registered office at 27th Floor, Menara Public Bank, 146 Jalan Ampang, 50450 Kuala Lumpur, as the case may be, and their respective successors in title and assigns and where applicable, any one of them.
- f. "Bill" means the bill, invoice, notice, renewal notice, form and/or payment demand received by the Customer from a Payee Corporation and which has to be paid within the time frame stipulated in the Payee Corporation's bill, invoice, notice, renewal notice, from and/or payment demand.
- g. "Biometric" means the biometric imprint(s) saved on the Mobile Device which supports the biometric authentication function, including but not limited to fingerprint, face, and voice recognition, and may be used in place of the Customer's User ID to access the PB engage Services and perform the "Quick Balance" which would enable the Customer to check the available balance in the Eligible Accounts and "DuitNow QR" which would allow the Customer to make payment by scanning the merchant's QR code.
- h. "Business Day" means any calendar day from Monday to Friday, except a public holiday or bank holiday in the Federal Territory of Kuala Lumpur.
- i. "Business Hours" means 24 hours daily, including holidays.
- j. "Customer" means:
 - (i) The individual person or persons or the corporate entity in whose name(s) the Account(s) is/are maintained with the Bank and to whom the Bank has agreed to provide the PBe Service and/or the PB engage Service and where applicable, the Customer's successors in title or legal representatives; or
 - (ii) The Bank's valid Customer who has downloaded the PB engage application.
- k. "Device" means a machine such as a Mobile Device or Computer Terminal, that can be used to connect to the internet.

- l. “DuitNow QR” means a service which facilitates industry wide ubiquitous payments or credit transfer by scanning the QR Code which complies with DuitNow QR Standard.
- m. “DuitNow QR Operator” means Payments Network Malaysia Sdn Bhd.
- n. “Dynamic QR” means a QR Code that is generated after the Merchant or Recipient keys-in the amount of the payment or credit transfer.
- o. "Eligible Accounts" means:
 - (i) In the case of an individual Customer, the individual accounts in the Customer's sole name or in the case of joint accounts, accounts which the Customer maintains with another person(s) and where the mandate for the operation of that joint account is "either one to sign"; or
 - (ii) In the case of a Corporate Customer, the accounts that the Appointed Person is authorised by the Corporate Customer to access and use the PBe Service for and on behalf of the said Corporate Customer,and shall include an E-money account offered by issuers of e-money and virtual internet accounts.
- p. “E-money” means a payment instrument that stores funds electronically in exchange for funds paid to the issuer of e-money and is able to be used as a means of making payment to any person other than the issuer of the e-money.
- q. "Instruction" means instructions given by the Customer in respect of the Customer's Account(s) via the e-Banking Service.
- r. "Internet” means a computer network consisting of a worldwide network of computer networks that use the TCP/IP network protocols to facilitate data transmission and exchange.
- s. “Merchant” means businesses registered with the Companies Commission of Malaysia, or businesses run by sole proprietors and partnerships, government agencies, statutory bodies, societies, and other similar entities.

- t. "Mobile Devices" means the mobile phone, smartphone, tablet or such other communication device which is used to access the e-Banking Service.
- u. "Network Service Provider" means any Internet Service Provider ("ISP") or any commercial online service provider or a licensed telecommunications services provider approved by the Bank providing connection to the Internet or providing the Customer with telecommunications and connectivity services necessary for the provisions of any applications in addition to its own proprietary network.
- v. "PAC" means the PBe Authentication Code used to confirm and authorise the internet banking transaction effected by the Customer. The PAC will be forwarded via Short Message System ("SMS") Service by the telecommunications company to the Customer's handphone number registered in the Bank's records.
- w. "Password" means a unique string of characters issued by the Bank for the Customer's first time login to the e-Banking Service and thereafter chosen by the Customer and known only to the Customer and the Bank's computer system, which must be keyed in by the Customer on the Customer's Device in order to authenticate the Customer's User ID and grants the Customer access to the e-Banking Service.
- x. "Payee Corporation" means those corporations or bodies approved by the Bank and whose names are displayed on the e-Banking Service bill payment screen.
- y. "PB engage" means the "Mobile Application" herein defined as the software applications which is made available for download via Apple App Store or Google Play Store.
- z. "PB SecureSign" means the digital token feature in the PB engage app using OneSpan Mobile Security Suite provided by OneSpan Asia Pacific Pte Ltd which will enable the digital signing and approving of a transaction by a Customer.
- aa. "PBe Service" means the Online Internet Banking Service which the Customer may access through the use of a personal computer terminal, modem and/or any other telecommunication device, over the Internet, upon the correct input of the Customer's User ID and Password.

- bb. “Push Notification” means the Internet-based messaging that pushes notifications to mobile devices via PB engage.
- cc. “QR Code” means a two-dimensional barcode that can be read using the camera of a smartphone or mobile device that is equipped with a QR reader.
- dd. “Recipient” means an individual who receives funds via the DuitNow QR Service.
- ee. "Ringgit Malaysia" or "RM" means the lawful currency of Malaysia.
- ff. “Static QR” means a QR Code displayed which requires the individual to key-in the amount of the payment or credit transfer.
- gg. “SecurePIN” means a 6-digit Personal Identification Number created by the Customer during the PB SecureSign activation and thereafter chosen by the Customer and known only to the Customer and the Bank’s computer system, which must be keyed in by the Customer on the Customer’s Device in order to authenticate the PB engage transactions effected by the Customer.
- hh. “SecurePAC” means the PB SecureSign Authentication Code used to confirm and authorise the PB engage transactions effected by the Customer. The SecurePAC is generated from the Customer’s Device upon successful verifications which corresponds to the confirmed transaction details.
- ii. “SecureSign Token” means the digital device known as VASCO Digipass DP270XH manufactured by VASCO Data Security International GmbH and which will enable the digital signing and approving of a transaction by the Customer.
- jj. "Terms and Conditions" means these Terms and Conditions governing the use of the PBe Service and/or the PB engage Service.
- kk. “Transaction Alert” means the notification to the Customer on transaction(s) performed vide the PBe Service and/or the PB engage Service via Push Notification service.
- ll. "User ID" means the identification access code issued by the Bank for the Customer's first time login to the e-Banking Service and thereafter chosen by the Customer which must be keyed in by the Customer in order for the e-Banking Service system to associate the User ID with the Customer's user profile and account.

mm. "Website" means www.pbebank.com or any other address as shall be determined and notified by the Bank from time to time.

- 2.2 Words importing the singular shall include the plural and vice versa.
- 2.3 Words importing the masculine gender shall include the feminine and neuter gender and vice versa.
- 2.4 Any banking term not specifically defined or described herein shall be construed in accordance with the general practice of banks and financial institutions in Malaysia. Any terms relating to computer technology not specified defined or described herein shall be construed in accordance with the general practice and the information technology industry in Malaysia.
- 2.5 Where there are two (2) or more persons or parties comprised in the expression "the Customer", the agreements, covenants, stipulations, undertakings, Terms and Conditions expressed to be made by and on the part of the Customer herein shall be treated and understood as made by or binding upon such persons or parties jointly and severally.

3. **THE AGREEMENT**

- 3.1 The Terms and Conditions herein and all supplements, amendments and variations thereto shall collectively constitute the agreement between the Customer and the Bank ("the Agreement").
- 3.2 The Terms and Conditions operate in conjunction with the respective Terms and Conditions and rules and regulations applicable to the Account(s).
- 3.3 In the event of any conflict or inconsistency between the Terms and Conditions herein and the Terms and Conditions and rules and regulations governing the relevant Account(s), the latter shall prevail for purposes of interpretation and enforcement to the extent of such conflict or inconsistency.
- 3.4 In addition to the above, these Terms and Conditions operate in conjunction with the respective Terms and Conditions and rules and regulations applicable to JomPay and DuitNow.
- 3.5 In the event of any conflict or inconsistency between the Terms and Conditions herein and the Terms and Conditions and rules and regulations governing the JomPay and DuitNow, the latter shall prevail for purposes of interpretation and enforcement to the extent of such conflict or inconsistency.

- 3.6 The rights to this Agreement may be transferred in part or in full to any company affiliated to the Bank. The Customer's rights or obligation under this Agreement may not be transferred to other entity or person.
- 3.7 Use by the Customer of the e-Banking Service at any time, shall indicate to the Bank the Customer's acceptance and agreement to be bound by these Terms and Conditions.
- 3.8 In the event of any conflict in the interpretation of this Terms and Conditions, the English version shall prevail.

4. PURPOSE OF THE e-BANKING SERVICE

- 4.1 The e-Banking Service is provided to the Customer as a mechanism which will enable access to the financial services offered by the Bank.
- 4.2 The financial services available through the e-Banking Service are provided by the Bank and may include products offered by Public Bank Berhad's subsidiaries.
- 4.3 The e-Banking Service is made available to the Customer strictly on an "as is" basis, and no warranty is made in relation to the e-Banking Service, including any warranty in relation to its fitness for purpose, satisfactory quality or compliance with description, and all warranties which may be implied by law or custom are hereby excluded.

In addition, the Customer agrees that the Bank cannot ensure that the Software will be compatible or may be used in conjunction with the Device and the Customer agrees that the Customer shall not hold the Bank liable for any such incompatibility or for any loss or damage to the Device which may be caused by the Software or the installation process.

5. ACCESS AND USE OF THE e-BANKING SERVICE

- 5.1 Application for subscription to the PBe Service and/or the PB engage Service shall be subject to the Customer maintaining a valid Account with the Bank and further subject to such eligibility criteria that the Bank shall stipulate.
- 5.2 Upon approval of the Customer's application to subscribe to the e-Banking Service, the Customer will be provided with a User ID and Password. When the Customer logs in for the first time, the Customer shall replace the User ID and Password provided with a new User ID and Password of his choice.

- 5.3 The Password selected by the Customer may be changed by the Customer at any time.
- 5.4 The Customer shall not disclose the Password to any person and must take all precautions and security measures to prevent unauthorised and fraudulent use of the Customer's User ID and/or Password and the PBe Service and/or the PB engage Service by the use thereof.
- 5.5 The Customer shall immediately notify his account holding branch or the Bank at the address stated in Clause 31 below in writing in the event there is any change to his handphone number and/or the User ID and/or if his Password has been compromised in any manner whatsoever.
- 5.6 In the case of Joint Account Holders, the mandate for operation of the account shall be as indicated in the Bank's prescribed account opening form. Where the mandate for the operation of the account is either one to sign, each Joint Account Holder will be issued a separate User ID and Password for each Joint Account Holder's personal use. All transactions on the Account shall be binding on all the account holders jointly and severally.
- 5.7 Access by the Customer to the PBe Service and/or the PB engage Service shall be activated and all instructions and transactions issued thereafter shall be attributed to the Customer upon successful login of the User ID and Password and the use of PAC/SecurePIN/SecurePAC, as the case may be.
- 5.8 The Customer further represents, and warrants that all information and instruction forwarded to the Bank through the e-Banking Service is correct, validly issued and legally binding on the Customer.
- 5.9 The Bank and/or third party service providers shall be entitled to carry out any instruction or transaction and/or rely on any instruction or information provided in connection with the Customer's User ID and Password and the use of PAC/SecurePIN/SecurePAC as if the Customer had transacted it and/or provided the information. The Bank shall not be liable for any loss or damage which the Customer and/or any third party may incur.
- 5.10 The Customer is advised to login to the PBe Service and/or the PB engage Service, as the case may be, on a regular basis to ensure his account(s) balances and transactions performed are in order. Any irregularities or inconsistencies in his account(s) balances or transaction history are to be notified to the Bank immediately.

- 5.11 The Customer agrees that instructions or transactions received by the Bank are irreversible when received, completed or relied upon by the Bank. Instructions received by the Bank during Business Hours where practicable shall be effected on the same day provided that it shall be in accordance with normal banking practice, or such other date and/or time as the Bank may determine having regard to the general practice of bankers.
- 5.12 The Bank may refuse to carry out any of the Customer's instructions or transactions where such instructions or transactions are inconsistent with the Bank's policy or any law or any rules or regulations to which the Bank is subject to or for any other reason.
- 5.13 The Customer acknowledges that the e-Banking Service is dependent on the connectivity and services provided by the Network Service Providers and intermediaries engaged by the Bank. The Bank shall not be liable for non-delivery or delayed delivery of SMS alerts/transaction alerts/push notifications, payments, error, loss or distortion in transmission of information and instructions to/from the Customer.
- 5.14 The Customer acknowledges that he/she must not use the e-Banking Service on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been freed from the limitation imposed on the original software by the phone manufacturer or the operating system proprietary owner otherwise called "jail-broken" or "rooted".
- 5.15 The Customer understands that he/she must download the PB engage application from the Apple App Store or Google Play Store and shall not install the Mobile Application through a third party or services which is not offered by their mobile devices operating system.
- 5.16 The Customer further acknowledges that he/she must not use the e-Banking Service in an environment which may jeopardise the e-Banking Service's security features, function or the Customer's credentials.

6. **DISCLAIMERS**

- 6.1 The Bank has taken reasonable care to ensure the accuracy of information, materials and content given directly and exclusively by the Bank. Notwithstanding the same, the information, materials and contents provided by the Bank and third party service providers on the Bank's website or the PB engage application are provided on an "as is" basis and are of a general nature and shall be subject to the Customer's obligation to take other independent legal or financial advice as the Customer shall deem necessary.

- 6.2 The Bank, its directors, officers, employees or agents disclaim any express or implied warranty or representation including but not limited to warranties of title, non-infringement of intellectual property rights, usefulness, accuracy, quality of the services or the merchantability or fitness for purpose of products of any third party service provider transacted through the e-Banking Service.
- 6.3 Neither the Bank nor any other parties involved in the creation, production, or delivery of the PBe Service and/or the PB engage Service assumes any responsibilities with respect to the Customer's use thereof. No oral or written information or advice given by the Bank, its agents or the Bank's employees shall create a warranty or in any way increase the scope of this warranty and the Customer shall not rely on any such information or advice.
- 6.4 The Bank shall not be responsible or liable for any loss caused or damage incurred or suffered by the Customer or any other person as a consequence of using any services offered.

7. DUITNOW QR SERVICE

- 7.1 The DuitNow QR is a service offered within PB engage and accordingly these Terms are in addition to and shall be read in conjunction with the Terms and Conditions Governing Public Bank Online Banking and Mobile Banking. These Terms apply to and regulate the Customer's use of the DuitNow QR Service offered by the Bank. The DuitNow QR Service allows the Bank to transfer an amount specified by the Customer from the Customer Eligible Accounts to a Merchant or Recipient's Account via the Merchant or Recipient's QR.
- 7.2 If the Customer wishes to send funds via DuitNow QR, the Customer must first download and install the PB engage Mobile Application on the Customer's Mobile Devices and select an Eligible Accounts to be used by the Bank for deduction of funds for payments made via DuitNow QR.
- 7.3 The Customer is responsible for ensuring that the transaction amount keyed-in or displayed on the Customer's Mobile Application screen is correct prior to confirming the transaction. The transaction amount keyed-in or displayed via the Merchant or Recipient's QR Code shall be accepted by the Bank to be correct upon the Customer's confirmation of the transaction. The Bank is under no obligation whatsoever to verify that the amount paid by the Bank matches with the Recipient's amount.

- 7.4 The Bank will notify the Customer on the status of each successful, failed or rejected DuitNow QR transaction via any of the Bank's available communication channels chosen by the Customer.
- 7.5 The Customer acknowledges and agrees the Bank shall have no duty to and shall not be required to take any steps to verify or seek any other confirmation from any party as to whether such Merchant or Recipient is the intended party to receive the funds. The Bank shall not be liable for transferring the funds to such Merchant or Recipient even if such person is not the intended party.
- 7.6 Pursuant to Clause 7.5 above, the Customer agrees that once a DuitNow QR transaction is confirmed, it will be irrevocable and the Bank will not be able to cancel, stop or perform any changes to that DuitNow QR transaction.

8. RECOVERY OF FUNDS

- 8.1 The Customer has rights in relation to the investigation and recovery of mistaken payments, erroneous payments and unauthorised or fraudulent DuitNow QR transactions made from the Customer's Eligible Accounts.

9. ERRONEOUS/MISTAKEN DUITNOW QR TRANSACTION

- 9.1 If the Customer has made an erroneous DuitNow QR transaction, the Customer may request for recovery of the funds within ten (10) Business Days from the date the Erroneous Transaction was made and the Bank will work with the affected Merchant or Recipient's bank to return the said funds to the Customer within seven (7) Business Days provided the following conditions are met:
- 9.1.1 The funds were actually wrongly credited into the affected Recipient's Account;
- 9.1.2 The balances in the affected Merchant or Recipient's Account is sufficient to cover the funds that were wrongly credited;
- 9.1.2.1 If the balances in the effected Recipient's Account is not sufficient to cover the wrongly credited amount, the wrongly credited amount may not be fully recoverable.

9.2 If the Customer has made an erroneous DuitNow QR transaction, and requests for recovery of funds between eleven (11) Business Days and seven (7) months from the date the Erroneous Transaction was made the Bank will work with the affected Merchant or Recipient's bank to return the funds to the Customer subject to the following:-

9.2.1 The affected Merchant or Recipient's bank is fully satisfied that funds were erroneously credited to the affected Merchant or Recipient;

9.2.2 Deliver notifications to the affected Merchant or Recipients in writing regarding the funds recovery requests whereby the erroneously credited funds would be recovered through debiting the affected Merchant or Recipients' Account within ten (10) Business Days of the notifications unless the affected Merchant or Recipient provides reasonable evidences that the affected Merchant or Recipient is entitled to the funds in question.

After fifteen (15) Business Days, if the affected Merchant or Recipient fails to establish its/his entitlement to the funds, the affected Merchant or Recipient's bank shall debit the affected Merchant or Recipients' Account and remit the funds back to the Bank.

9.3 If the Customer has made an erroneous DuitNow QR transaction, and requests for recovery of funds after seven (7) months from the date the Erroneous Transaction was made the Bank will work with the affected Merchant or Recipient's bank to return the said funds to the Customer subject to the following:-

9.3.1 The affected Merchant or Recipient's bank is fully satisfied that funds were erroneously credited to the affected Recipient;

9.3.2 The affected Merchant or Recipient's bank shall obtain from the affected Merchant or Recipient the decision whether to grant consent within ten (10) Business Days; and

9.3.3 Once consent is obtained, the affected Merchant or Recipient's bank shall debit the affected Recipient's Account and remit the funds back to the Customer within one (1) Business Day.

10. UNAUTHORISED OR FRAUDULENT DUITNOW QR TRANSACTION

10.1 For DuitNow QR transactions which were not authorised by the Customer or which are fraudulent, the Bank will, upon receiving a report from the Customer alleging that an unauthorised or fraudulent DuitNow QR transaction was made, remit the funds back to the Customer provided the following conditions are met:

10.1.1 The Bank shall conduct an investigation and determine within fourteen (14) Calendar Days, if the unauthorised or fraudulent payment did occur;

10.1.2 If the Bank is satisfied that the unauthorised or fraudulent payment Instruction did indeed occur and was not caused by the Customer, the Bank shall initiate a reversal process whereby all debit posted to the Customer's account arising from the unauthorised or fraudulent Payment Instruction would be reversed.

11. LIABILITY AND INDEMNITY

11.1 The Customer acknowledges and agrees that, unless expressly prohibited by law, the Bank and the DuitNow QR Operator shall not be liable to the Customer or any third party for any direct, indirect or consequential losses, liabilities, costs, damages, claims, actions or proceedings of any kind whatsoever in respect to any matter of whatsoever nature in connection with the DuitNow QR Service offered by the Bank arising from:

11.1.1 the Customer's negligence, misconduct or breach of any of these Terms;

11.1.2 insufficient funds in the Customer's Eligible Accounts for the Bank to process the DuitNow QR transaction;

11.1.3 where the Customer has exceeded the Bank's daily transfer limit;

11.1.4 any payment instruction given or purported to be given by the Customer;

11.1.5 any erroneous transfer of funds by the Customer, including any transfer of funds to the wrong Merchant or Recipient or wrong third party;

- 11.1.6 any failure, delay, error or non-transmission of funds due to system maintenance, breakdown or non-availability of any network, software or hardware of the Bank and the DuitNow QR Operator; or
- 11.1.7 the suspension, termination or discontinuance of the DuitNow QR Service.
- 11.2 The Customer shall indemnify, defend and hold the Bank, the Bank's affiliates, and the DuitNow QR Operator harmless from and against any claims, proceedings, actions, losses, damages, costs (including all legal costs on an indemnity basis), liabilities or expenses, whether foreseeable or not, resulting from or arising in connection with any fault, act or omission by the Bank (including but not limited to the Customer's negligence, misconduct or breach of any of these Terms).
- 11.3 The Bank reserve the right to revise the charges for the use of the DuitNow QR Service, upon written notice to the Customer. Such revisions shall take effect from the date stated in the notice. Where the Customer continues to access or use the DuitNow QR Service after such notification, the Customer shall be treated to have agreed to and accepted such revisions to such charges.
- 11.4 The Customer acknowledges that the Bank may terminate the Customer's use of the DuitNow QR Service with the Bank for any reason, at any time and with notice.
- 11.5 The Customer acknowledges that the Bank has the right to change, restrict, vary, suspend or modify these Terms by providing the Customer with thirty (30) days notice in such manner as the Bank thinks fit.
- 11.6 The Customer consents to the collection, use and disclosure of the Customer's personal data (including contact details) by the Bank, the Bank's affiliates, the Bank's service providers and the DuitNow QR Operator as required for the purposes of the DuitNow QR Service.

12. AVAILABILITY OF SERVICES

- 12.1 The PBe Service and/or the PB engage Service are intended to be available twenty-four (24) hours daily, including on holidays. However, the Customer acknowledges that at certain times the services may not be accessible due to system maintenance or other reasons or causes which are beyond the control of the Bank. The Customer acknowledges that notwithstanding any provisions herein the Bank does not warrant that the services will be available at all times without interruption.

- 12.2 In the event that any or all of the PBe Service and/or the PB engage Service are not accessible for whatever reasons, the Customer agrees to use alternative means, including but not limited to the automated teller machine or at a branch of the Bank, to issue such instructions as shall be desired by the Customer at the material time.

13. AVAILABILITY OF FUNDS

- 13.1 The Customer agrees and accepts that the Bank is entitled to set such limits and conditions to all the transactions performed by the Customer through the PBe Service and/or the PB engage Service. The Customer further agrees and accepts that the Customer's transactions inclusive of funds transfers (except as provided in Clause 15 below) is limited to such maximum daily limit that may be imposed by the Bank. The Customer shall ensure that the limit shall be observed.
- 13.2 Subject always to the Bank's right of set-off as herein referred the Bank shall not be obliged to execute or give effect to any instructions given or transactions performed by the Customer unless the Customer's Account has sufficient available funds. The Bank's right of set-off may be exercised by the Bank and any transactions performed and/or instructions given by the Customer may be performed in such order as the Bank thinks fit.
- 13.3 In the event the Customer's Account is overdrawn for any reason whatsoever including the exercise by the Bank of its right of set-off or as a result of the Bank executing the Customer's instructions, the Customer shall on demand pay to the Bank the amount of moneys so overdrawn with interest/profit thereon at such rate of interest/profit as the Bank determines and until such payment, the Customer shall abstain from performing any transaction in the Customer's Account through the PBe Service and/or the PB engage Service or through any other channel.
- 13.4 The Bank does not warrant or represent that the information including details of the Customer's Account as relayed through the PBe Service and/or the PB engage Service is a true and accurate representation or conclusive evidence of the state of the account. The Customer understands and agrees that details of the Account as relayed above may not be current or up to date as there may be transactions performed and/or instructions given by the Customer pending processing by the Bank at the material time.
- 13.5 A Statement of Account duly certified by an authorised officer of the Bank shall be final and conclusive and shall be binding on the Customer as evidence of all transactions carried out on the Customer's instructions.

14. PAYMENT (INCLUDING JomPAY, PAY BILLS, PAY LOAN/ FINANCING, PAY CARDS, PREPAID TOP-UP AND DUITNOW QR)

- 14.1 The Bank may at any time, withdraw any Payee Corporation from the Bank's list of Payee Corporations. The Customer agrees that the Bank shall not be liable for any loss or damage which the Customer may suffer as a result of the Bank's actions.
- 14.2 The Customer shall adhere to the Terms and Conditions of each Payee Corporation with regard to settling of the respective bills.
- 14.3 The Customer shall allow at least three (3) days for receipt of payment by the Payee Corporation.
- 14.4 The Customer agrees and accepts that the limit for such Bill Payment and JomPAY is limited as provided in Clause 13 above.
- 14.5 The Customer acknowledges and consents that where the PBe Service and/or the PB engage Service is used to effect bill payments to the Payee Corporations, the information provided by the Customer to effect the said payment will be disclosed to the Payee Corporation for purposes of affecting the Customer's payment. The Customer's consent for disclosure of information to the Payee Corporation will be stored and will remain valid until revoked by the Customer.
- 14.6 The Customer acknowledges that the Customer can revoke his consent referred to above at any time. In the event that the Customer revokes his consent for disclosure of information to the Payee Corporation as stated above, the Customer agrees that the Bank will no longer be able to effect his payment to the Payee Corporation in question and the Customer undertakes to make alternative arrangements to effect payment to the Payee Corporation, where necessary. The Customer hereby agrees that he shall not hold the Bank liable for acting on the Customer's instructions revoking his consent as aforesaid.

15. FUND TRANSFER (INCLUDING TRANSFER TO PB ACCOUNT, TRANSFER TO OTHER BANKS AND DUITNOW)

- 15.1 Transactions of fund transfers where the Customer is transferring funds between the Customer's own accounts maintained with the Bank, such transfer is subject to a maximum daily limit as stipulated in Clause 13 above.

- 15.2 Fund Transfer instructions where the Customer is transferring funds to a third party account maintained with the Bank or any account with any other bank such transfer shall be subject to such maximum daily limit and conditions as are imposed and/or revised by the Bank or relevant authorities.
- 15.3 Where the Customer transfers funds to a third party account ("the payee") as aforesaid in Clause 15.2 above, the Customer hereby confirms to the Bank that the Customer has obtained the payee's consent and approval to disclose to the Bank the payee's mobile phone number and/or e-mail address, which mobile phone number and/or e-mail will be used by the Bank as instructed by the Customer to notify the payee that the payee's account has been credited or a fund transfer has been effected to the payee's account.

16. EXCLUSION OF LIABILITY

- 16.1 In addition to and not in derogation of express provisions in the Terms and Conditions herein, the Bank shall not be responsible or liable for any damage (whether special or consequential), loss, embarrassment, goodwill expenses or loss of profit incurred or suffered by the Customer by reason of or in connection with the followings:-
- 16.1.1 The Customer's use of the PBe Service and/or the PB engage Service;
 - 16.1.2 The PBe Service and/or the PB engage Service not being available;
 - 16.1.3 Access, use or inability to access or use the e-Banking Service and/or any other website linked to the e-Banking Service;
 - 16.1.4 Any failure, delays in transmission, interruption, errors, omission or breakdown of any equipment, system, server software or terminal of the Bank or its agents;
 - 16.1.5 Attack or interference by any computer virus, corruption, worms or by any person;
 - 16.1.6 Any failure or delay attributable to services provided by any Network Service Provider;

- 16.1.7 Failure or delay in the execution of any of the Bank's obligations due to any cause beyond the control of the Bank including but not limited to governmental directive of Malaysia or any other country, pandemic or causes such as strikes, industrial action, civil disturbances, flood, earthquake, landslides of Acts of God or computer, electronic, communications or electrical system failures of any nature whatsoever, malfunction or breakdown, or the interruption, non-supply, breakdown or failure in supply of electricity or power for any length of time;
- 16.1.8 Any inaccuracies, errors, defects of any content of the e-Banking Service or other website linked to the e-Banking Service;
- 16.1.9 Any operation malfunction or defect of the Customer's Device, systems or software used in accessing the PBe Service and/or the PB engage Service;
- 16.1.10 Any omission, delay in performance or non-performance of the Customer's obligations under the provisions of the Terms and Conditions;
- 16.1.11 The Bank acting on instruction transmitted with the use of the Customer's User ID and Password;
- 16.1.12 The Bank acting on instructions of any one authorised signatory of a Joint Account; and
- 16.1.13 The access of any site linked to the e-Banking Service.

17. COPYRIGHT AND TRADEMARK

- 17.1 Unless otherwise indicated, all copyrights, trademarks/service marks, patents, logos and other intellectual property rights of the Bank or others in the PBe Service and PB engage Services, and contents whereof and in the PBe Service and/or the PB engage Service (including, but not limited to, all information, details, graphics, data, files, text, sound recordings and the sequence and arrangement of the same) shall at all times vest and remain vested in Public Bank Berhad, or the relevant third party proprietor as the case may be. No part or parts of the PBe Service or the PB engage Service, may be reproduced, copied, modified, distributed, published, transmitted, stored, performed, licensed, sold or altered without the prior written consent of an authorised person of Public Bank Berhad or the relevant third party proprietor as the case may be.

The insertion of a link to the PBe Service or the PB engage Service on any other website, frame or "mirror" any content of the PBe Service and/or the PB engage Service on another website or server is prohibited unless with the prior express written consent of an authorised person of Public Bank Berhad or the relevant third party proprietor, as the case may be.

17.2 The Bank may display and use external parties logo for the purpose of promoting the Bank's own services and/or products.

17.3 The Customer understands that the PBe Service or the PB engage Service, or the Bank's website shall not be used for any purpose which is unlawful, abusive, libelous, obscene, or threatening nor shall it be used in contravention of any law or regulatory requirements.

18. LINKS

18.1 The Customer understands that the Bank may include hyperlinks from or to the e-Banking Service that are owned or operated by third parties not under the control of the Bank and/or the PBB Group.

18.2 By providing hyperlinks within the e-Banking Service, the Bank does not endorse and is not responsible for any linked website and disclaims any liability for the privacy practices or the content of these linked websites. The Customer understands and acknowledges the necessity to review the intended link's Terms and Conditions, policy and any other corresponding documents to understand the effect of the third party content or services prior to its usage.

18.3 Any person who links to the PBe Service or the PB engage Service without the express written consent of the authorised person of Public Bank Berhad shall be liable for any claim arising out of such unauthorised linking.

19. BANK CHARGES

19.1 The Customer hereby agrees and undertakes to pay to the Bank all such service or transaction charges which the Bank may impose in respect of or in connection with the PBe Service and/or the PB engage Service, and such service or transaction charges shall be debited from the Customer's Eligible Account as and when the same is incurred. All such service fees or transactional charges payable shall be inclusive of applicable tax(es).

20. RIGHT OF SET-OFF

20.1 The Customer hereby agrees that the Bank may at any time with seven (7) calendar days prior written notice recover from the Customer by way of set-off any monies owing to the Bank as a result of or incidental to the transactions executed through the PBe Service and/or the PB engage Service.

21. EQUIPMENT AND NETWORK ACCESS

21.1 The Customer shall, at his own cost and expense, be responsible for the purchase, cost, installation, maintenance use and repairs (if any) of the Device or other telecommunication equipment and software ("the Equipment") necessary for the Customer to access the Internet and to the PBe Service and/or the PB engage Service. The Equipment shall be in accordance with the specifications, if any, prescribed by the Bank.

21.2 The Customer shall be responsible for all telecommunication charges incurred including such subscription charges, fees and other charges imposed by the Network Service Provider and any other third parties.

22. DISCLOSURE

22.1 In order to provide the Customer with the wide range of financial products and services offered by the Bank and/or the PBB Group on the Internet, it is necessary for information about the Customer to be made known or available through the Internet to each company in the PBB Group and to the PBB Group's agents, suppliers, vendors and service companies that provide support or services for the Bank's and/or PBB Group's products and services. Customer's information will not be provided to third parties for purposes other than the above and only such information as is required will be provided.

22.2 If the Customer does not agree to the Bank revealing or divulging the information provided by the Customer within the PBB Group and to the PBB Group's agents, suppliers, vendors and service companies, the Customer shall write in to the Bank at the address below:

Transaction Banking – Digital Banking
Wealth Management & Transaction Banking
20th Floor, Menara Public Bank,
146, Jalan Ampang,
50450 Kuala Lumpur

- 22.3 The Customer is agreeable to the disclosure of the Customer's personal information to such persons stated therein and as permitted by law.
- 22.4 Whilst the Bank is committed to take reasonable care and use its best endeavours to ensure that information transmitted and received is secure, the Customer acknowledges the risks involved in using the Internet.

23. TERMINATION

- 23.1 Notwithstanding anything herein to the contrary, the Bank may suspend or terminate the Customer's right of access to the PBe Service and/or the PB engage Service or any portion thereof notice.
- 23.2 The Bank is entitled to terminate the Customer's rights of access to the PBe Service and/or the PB engage Service should the Customer cease to maintain any account with the Bank which can be accessed via the PBe Service and/or the PB engage Service or should the Customer's access to such Account(s) be restricted by the Bank or any other party for any reason.
- 23.3 The Customer may terminate the Customer's use of and access to the PBe Service and/or the PB engage Service by giving prior written notice to the Bank. The PBe Service and/or the PB engage Service to the Customer will be cancelled within seven (7) days from the date of the Bank's receipt of the said notice of termination. The Customer hereby agrees not to use the PBe Service and/or the PB engage Service with effect from the date of the Customer's termination notice and further agrees that the Bank shall not be obliged to effect any of the Customer's instructions received on any day falling after the receipt of the Customer's notice of termination.
- 23.4 In the case of Joint Accounts, each and every one of the Joint Account Holders agree that the termination of the PBe Service and/or the PB engage Service may be given by any one of the authorised signatory of the Joint Account.
- 23.5 The Customer acknowledges that termination will not affect the Customer's liability or obligations in respect of instructions already processed and/or effected by the Bank on the Customer's behalf.

24. EVIDENCE

- 24.1 All records kept by the Bank in whatever form, shall be final and conclusive evidence against the Customer of the contents of the Instructions.
- 24.2 The Customer agrees that all Instructions transmitted by the Device or otherwise issued by the Customer, in electronic form:

- 24.2.1 Are written documents, and the Customer agrees not to dispute or challenge the validity or enforceability of any Instruction on the grounds that it is not a written document; and
- 24.2.2 Are original documents and the Customer agrees not to challenge the admissibility of any Instruction on the grounds that it is made in electronic form.
- 24.3 The Customer acknowledges and agrees that the Bank's records and any records of any Instructions made or performed, processed or effected through the e-Banking Service by the Customer or any person purporting to be the Customer, or any record of transactions relating to the e-Banking Service and any record of any transactions maintained or by any relevant person authorised by the Bank relating to or connected with the e-Banking Service whether stored in electronic or printed form, shall be binding and conclusive on the Customer for all purposes whatsoever and shall be conclusive evidence of the Instruction and transactions and the Customer's liability to the Bank. The Customer hereby agrees that all such records are admissible in evidence and that the Customer shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system.

25. ELECTRONIC TAX/PAYMENT INVOICE

- 25.1 Where the Customer has agreed to receive a tax/payment invoice electronically, the Customer confirms that the Customer shall retain such documents in readable and encrypted form for a period of seven (7) years from the date of the supply or for such other period as may be prescribed by the Director General of Customs and Exercise or by law. The Customer further acknowledges and agrees that the Customer shall have access to the necessary codes or other means to enable Customs auditors or such other authorized persons to compare the documents in readable form with those in encrypted form. The Customer agrees that where the Bank has made available a tax/payment invoice online or electronically the Bank will not issue a tax/payment invoice in paper form.

26. CUSTOMER'S DUTY OF CONFIDENTIALITY

- 26.1 The Customer hereby acknowledges the strict requirement of confidentiality and obligations imposed upon Public Bank Berhad under the Financial Services Act 2013 or Public Islamic Bank Berhad under the Islamic Financial Services Act 2013, as the case may be, and undertakes not to do or cause to be done any act or omission which may cause the Public Bank Berhad or Public Islamic Bank Berhad to breach its strict duty of confidentiality and obligations as aforesaid. The obligations on the Customer herein shall survive the termination and/or expiry of the Terms and Conditions herein.
- 26.2 In the event the Customer receives any material or data containing information where the Customer is not the intended recipient, the Customer is hereby put on notice that any use, dissemination, distribution or copying of the material or data is prohibited and subject to legal privilege. The Customer agrees to delete such material or data and further agrees to notify the Bank by telephone immediately.

27. INDEMNITY

- 27.1 The Customer agrees to indemnify and keep the Bank fully indemnified against any and/or all liabilities, losses, damages, penalties, actions, judgments, costs, expenses or disbursements of any kind whatsoever which may be imposed on, incurred by or asserted against the Bank in respect of any statement, representation, communication, act and/or omission in any way relating to or arising out of the negligence of or willful misconduct of or breach of or any omission, delay, default or failure of the Customer's obligations under the Terms and Conditions as provided herein or howsoever caused by the Customer and/or any of its officers or employees in the performance of its obligations under the Terms and Conditions.
- 27.2 The Customer further agrees that the Bank shall not be liable to the Customer for and with respect to any third party (including but not limited to the payee referred to in Clause 15.3 above) claim and the Customer shall indemnify and hold the Bank harmless from and against any liability, claim, loss, damage or expense of any kind (including strict liability in tort) relating to or arising out of third party rights or the payee as aforementioned and the infringement thereof.
- 27.3 The Customer undertakes to indemnify the Bank for any breach of secrecy and any consequences arising therefrom, which shall include any unauthorised or unlawful access to the information by any third party employing any means whatsoever.

27.4 The Bank shall not be responsible for fraudulent or unauthorised instructions, or any loss (including consequential loss), damage or liability whatsoever suffered and/or incurred by the Customer unless arising through the negligence or willful default of the Bank.

27.5 The Customer's obligations herein shall survive the termination of any of the services to the Customer by either party.

28. **WAIVER**

28.1 No failure or delay on the part of the Bank in exercising nor any omission to exercise any right, power, privilege or remedy provided in the Terms and Conditions shall constitute a waiver or acquiescence of such default which shall affect or impair any right, power, privilege or remedy herein.

29. **SEVERABILITY**

29.1 If any of the Terms and Conditions become invalid, illegal, or unenforceable pursuant to any law, then the validity, legality and unenforceability of the remaining provisions shall not in any way be affected or impaired.

30. **CHANGE OF TERMS AND CONDITIONS**

30.1 The Bank reserves the right to change, amend, delete or add to any of these Terms and Conditions with at least twenty-one (21) calendar days prior notice by placing a push notification to the PBe Service and/or the PB engage Service, as the case may be, displaying the notice at the Bank's website or the Bank's premises or sending the notice to the Customer at the Customer's last known address in the Bank's records. Notwithstanding the same, the Customer should be able to view the revised Terms and Conditions upon access to the Bank's website and use of the services thereafter shall constitute the Customer's acceptance to the change, amendment, deletion or addition.

31. **NOTICES**

31.1 The Customer hereby consents to all notices and other communications which concern the PBe Service and/or the PB engage Service or are required under the Terms and Conditions or may be given by the Bank in any one of the following manners:

31.1.1 By ordinary post to the Customer's last known address in the Bank's records and such notification shall be received two (2) days after posting;

- 31.1.2 By electronic mail to the Customer's last known e-mail address in the Bank's records and such notification shall be agreed as received twenty-four (24) hours after sending;
 - 31.1.3 By display in the Bank's business premises and such notification shall be effective upon such display;
 - 31.1.4 By way of advertisement in one insertion in any national newspaper and such notification shall be effective on the date of publication of the advertisement in any such newspaper;
 - 31.1.5 By inserting a notice in the Bank's Statement of Account to the Customer and such notification shall be effective two (2) days after the date of posting of the notice contained in the Statement of Account to the Customer;
 - 31.1.6 Broadcasting a message on the Bank's Digital Channel such as SMS, PBe or PB engage; and /or
 - 31.1.7 If notified to the Customer in any other manner by the Bank.
- 31.2 All notices to the Bank concerning the PBe Service and/or the PB engage Service and the Terms and Conditions shall be in writing, signed by the Customer and shall be sent to the Bank at the following address or delivered or transmitted or by such other way as the Bank may notify the Customer:

Transaction Banking – Digital Banking
Wealth Management & Transaction Banking
20th Floor, Menara Public Bank,
146, Jalan Ampang,
50450 Kuala Lumpur

32. LAW AND JURISDICTION

- 32.1 The use of the PBe Service and/or the PB engage Service and the Terms and Conditions herein shall be governed by and construed in accordance with the laws of Malaysia and the parties hereby submit to the exclusive jurisdiction of the Courts of Malaysia notwithstanding that the PBe Service and/or the PB engage Service may be accessed in other jurisdictions and not restricted to Malaysia.

- 32.2 The use of the PBe Service and/or the PB engage Service outside of Malaysia is subject to the Financial Services Act 2013 or the Islamic Financial Services Act 2013, as the case may be, and the Foreign Exchange Administration Rules, any fiscal or exchange control requirements or regulations operating in the country where the transaction is effected or requested.
- 32.3 The maximum amount of a transaction and the purpose for which it is effected may be determined by Central Bank of Malaysia and the laws and regulations of the country in which the transaction is effected or requested.
- 32.4 The Customer hereby agrees that the Customer shall be solely responsible for the compliance with all laws applicable to the Customer in the Customer's jurisdiction in respect of the use of the PBe Service and/or the PB engage Service.

33. SUCCESSORS BOUND

- 33.1 The Terms and Conditions herein shall be binding upon the heirs, personal representatives, executors and successors in title of the Customer and on the successors in title and assigns of the Bank or on any company by which the business of the Bank may for the time being be carried on, and the Customer shall not be entitled to assign any of the Customer's rights or obligations under the Terms and Conditions herein unless with the express prior written consent of the Bank.

34. FRAUD/UNAUTHORISED INSTRUCTIONS/SECURITY BREACH

- 34.1 The Customer hereby acknowledges that the Bank shall not be responsible for any fraudulent or unauthorised instructions, or any loss (including consequential loss), damage or liability whatsoever suffered and/or incurred by the Customer in the event that:
- The Customer has acted fraudulently; and/or
 - The Customer failed to carry out the following obligations:
 - (i) To safeguard the Customer's sensitive personal banking information such as the Customer's ID, password and PAC/SecurePIN/SecurePAC by disclosing it verbally or in writing to a third party;
 - (ii) To take responsible preventive steps to update and protect the Customer's Device and smart devices to ensure that they are malware/virus free;

- (iii) To take responsible steps to ensure that the Customer changes the Customer's password, checks his banking information and balances periodically and to keep his sensitive banking information and security devices and the Device secure at all times;
- (iv) To report a breach or a suspected compromise of security as soon as possible (within 24 hours) regardless of the Customer's location after becoming aware of the breach or loss, either verbally or in writing to the Bank's customer support officers or any of the Bank's branches;
- (v) To furnish the Bank with an official Malaysian police report as soon as possible after reporting the breach of security to the Bank; and/or
- (vi) To provide the Bank with the following information, either verbally or in writing, with respect to the disputed transaction(s): Customer's name, the affected account, the date and amount of the disputed transaction and reason why the Customer believes that it is a disputed transaction.

34.2 The Bank shall work with the relevant authorities and reserves the right to institute legal action against the Customer who delays, obstructs and/or withholds vital information from the Bank, publishes false claims on traditional or social media and/or lodges false police reports with respect to any transaction performed or purported to be performed through the PBe and/or PB engage Services.

35. THE BANK'S ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

35.1 The Bank has implemented its Anti-Bribery and Anti-Corruption Policy which adopts a "zero-tolerance approach" towards any form of bribery and corruption in conducting its business. For more information, the Customer is advised to visit the Bank's website <https://www.publicbankgroup.com/About-Us/Board-Of-Directors/Anti-Bribery-and-Anti-Corruption-Policy>. The Bank reserves the right to terminate this Agreement forthwith in the event the Customer or any of its officers or agents are found to be involved in any acts of bribery or corrupt practices.

Last updated as at 21 July 2020.