

## **TERMS & CONDITIONS GOVERNING PUBLIC BANK CARDLESS WITHDRAWAL SERVICES AND TRANSACTION**

### **Definitions**

The following words and expressions shall have the following meanings:

“**ATM**” means the Bank’s automated teller machine.

“**Bank**” means Public Bank Berhad [Company Registration No. 196501000672 (6463-H)], a company incorporated in Malaysia and having its registered office at 27<sup>th</sup> Floor, Menara Public Bank, 146 Jalan Ampang, 50450 Kuala Lumpur and/or Public Islamic Bank Berhad [Company Registration No. 197301001433 (14328-V)], a company incorporated in Malaysia and having its registered office at 27<sup>th</sup> Floor, Menara Public Bank, 146 Jalan Ampang, 50450 Kuala Lumpur, as the case maybe, and their respective successors in title and assigns and where applicable, any one of them.

“**Cardless Withdrawal Services**” means a service that allows the Sender to initiate an instruction to transfer funds to the Recipient through Mobile Application and subsequently, the Recipient can perform a Cardless Withdrawal Transaction.

“**Cardless Withdrawal Transaction**” means withdrawal of cash through the ATM or CRM without requiring a debit card.

“**CRM**” means the Bank’s cash recycling machine.

“**Mobile Application**” means PB engage, MyPB App and any other mobile banking application that the Bank may make available to the Sender from time to time, all of which are software applications that can be downloaded via Apple App Store, Google Play Store, Huawei AppGallery or any other mobile application stores that the Bank may include from time to time.

“**Own Withdrawal**” refers to the feature in the Mobile Application which allows the Sender to initiate transfer of funds to himself through Mobile Application in which he will subsequently perform the Cardless Withdrawal Transaction. This is also known as first-party transfer.

“**Public Bank Group**” means the Bank’s branches, agencies, representatives, officers, affiliated, associated or related corporations including but not limited to its holding or subsidiary and their respective officers, servants or agents.

“**Public Bank’s PBe Customer Support**” means the customer service of Public Bank Group. The contact details are stated at <https://www.pbebank.com/Contact/Call-Us.aspx>.

“**Recipient**” means the person who receives the funds from the Sender, which allows the person to perform Cardless Withdrawal Transaction.

“**Sender**” means the person who transfers the funds to the Recipient through Mobile Application by inserting the Recipient’s mobile number, which will then allow the Recipient to perform a Cardless Withdrawal Transaction.

“SMS” refers to short messaging service.

“**Terms and Conditions**” means these terms and conditions governing the Cardless Withdrawal Services and Transaction including any variations, amendments, revision and/or modifications made by the Bank from time to time.

“**Transactions Code or T-Code**” means the numeric digits displayed on the acknowledgement screen after the Sender has successfully initiated a Cardless Withdrawal request. This transaction code is to be communicated by the Sender to the Recipient, which is required to be entered at the ATM or CRM along with the W-Code in order for the Recipient to withdraw the funds.

“**Validity Period**” means the validity period for the Transaction Code and/or Withdrawal Code, as the case maybe.

“**Withdrawal Code or W-Code**” means the numeric digits sent by the Bank to the Recipient by way of SMS. This code is required to be entered at the ATM or CRM along with the T-Code in order for the Recipient to withdraw the funds.

## **References**

- (a) A reference to singular number includes the plural and vice versa.
- (b) A reference to the masculine gender includes the feminine and neuter genders and vice versa.
- (c) A reference to a person includes the person’s attorney, executors and administrators and these Terms and Conditions will bind those persons.
- (d) A reference to “including” or “for example” or other similar words when introducing an example does not limit the meaning of words to those examples.
- (e) 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. Any terms relating to computer technology not specified defined or described in these Terms and Conditions shall be construed in accordance with the general practice and the information technology industry in Malaysia.

## **1. Terms and Conditions**

- 1.1 These Terms and Conditions govern the Cardless Withdrawal Services and Transaction. It is important for the Sender and the Recipient to have read and understood these Terms and Conditions prior to the use of the Cardless Withdrawal Services and Transaction.
- 1.2 If the Sender uses the Cardless Withdrawal Services, it is deemed that the Sender has read, understood, accepted and agreed to be bound by these Terms and Conditions.
- 1.3 If the Recipient performs any Cardless Withdrawal Transaction, it is deemed that the Recipient has read, understood, accepted and agreed to be bound by these Terms and Conditions.

- 1.4 These Terms and Conditions shall be read together with:-
- (a) the terms and conditions governing Public Bank Online Banking and Mobile Banking; and
  - (b) the terms and conditions governing the relevant accounts where the funds are debited for the purpose of the Cardless Withdrawal Services,  
  
(collectively known as “Other Terms”).
- 1.5 If there is a discrepancy or inconsistency between these Terms and Conditions and Other Terms, these Terms and Conditions shall prevail for matters in relation to Cardless Withdrawal Services and Transaction.

## **2. Cardless Withdrawal Services/Transactions**

- 2.1 The Sender may initiate Cardless Withdrawal Services for “Own Withdrawal” or “To Others” through Mobile Application.
- 2.2 The Sender shall ensure that he enters the correct and complete details and particulars, including the Recipient’s mobile number, Recipient’s name and the amount to be transferred prior to the submission of the instruction for the initiation of Cardless Withdrawal Services.
- 2.3 The Bank is not obliged to verify any details and particulars inserted by the Sender pertaining to the Cardless Withdrawal Services. The Bank is not obliged to verify that the Recipient’s mobile number matches with the Recipient’s name. The Bank will not in any way be liable for any loss or damage arising from any error in instruction given by the Sender.
- 2.4 After the Sender has successfully initiated the Cardless Withdrawal Services, the Sender will receive a Transaction Code through Mobile Application and the Recipient will receive a Withdrawal Code through SMS at the mobile number inserted by the Sender.
- 2.5 The Recipient will then be able to withdraw monies from any of the ATM or CRM by entering the Transaction Code and Withdrawal Code within the Validity Period of the respective code.
- 2.6 In the event the Recipient fails to enter correctly any one of the code, either the Transaction Code or the Withdrawal Code, the Recipient will not be able to withdraw the monies from the ATM or CRM.
- 2.7 If multiple attempts are made by the Recipient in entering the Transaction Code or Withdrawal Code, the transaction may be cancelled by the Bank and the Transaction Code and the Withdrawal Code will no longer be useable by the Recipient for the Cardless Withdrawal Transaction.

- 2.8 After the Recipient has successfully performed the Cardless Withdrawal Transaction, the amount withdrawn by the Recipient will be debited from the Sender's account that has been selected by the Sender for the purpose of the Cardless Withdrawal Services.

### **3. Transaction Code (T-Code)**

- 3.1 The Sender is responsible to communicate the Transaction Code to the Recipient within the Validity Period in a safe manner and ensure that all reasonable steps have been taken to prevent any unauthorised and/or fraudulent use of the Transaction Code.
- 3.2 The Sender must not disclose the Transaction Code to any other person other than the intended Recipient.
- 3.3 The Sender should not and shall ensure that the Recipient does not record or keep the Transaction Code at any place or in any manner which may enable a third party to have access to the Transaction Code.
- 3.4 If the Sender or the Recipient suspects or becomes aware that there has been an unauthorised person knows the Transaction Code or has access to the Transaction Code, the Sender and/or the Recipient shall immediately notify Public Bank's PBE Customer Support. The Bank may (but not obliged to) cancel the Cardless Withdrawal Services which has been initiated by the Sender.

### **4. Withdrawal Code (W-Code)**

- 4.1 The Sender shall inform the Recipient that he will be receiving the Withdrawal Code via SMS and the Withdrawal Code shall be utilized together with the Transaction Code within their Validity Period for the purpose of performing the Cardless Withdrawal Transaction.
- 4.2 The Sender shall ensure that the Recipient has taken all reasonable steps to prevent any unauthorised and/or fraudulent use of the Withdrawal Code.
- 4.3 The Sender shall ensure that the Recipient does not record or keep the Withdrawal Code at any place or in any manner, which may enable a third party to have access to the Withdrawal Code.
- 4.4 If the Sender or the Recipient suspects or becomes aware that there has been an unauthorised person knows the Withdrawal Code or has access to the Withdrawal Code, the Sender and/or the Recipient shall immediately notify Public Bank's PBE Customer Support. The Bank may (but not obliged to) cancel the Cardless Withdrawal Services, which has been initiated by the Sender.

## **5. Service Charge**

- 5.1 The Sender may have to pay fees and service charges for the use of the Cardless Withdrawal Services.
- 5.2 The Bank may revise the fees and service charge from time to time by providing twenty-one (21) days' prior written notice to the Sender in a manner as the Bank deems fit. Such revision shall take effect from the date stated in the notice. By continuing to access or use the Cardless Withdrawal Services after such notification, the Sender shall be deemed to have agreed and accepted such revisions.

## **6. Cancellation**

- 6.1 The Sender has the option to cancel any of the instruction given for the Cardless Withdrawal Services prior to the performance of the Cardless Withdrawal Transaction by the Recipient. Any cancellation of the instruction must be notified by the Sender to the Recipient immediately to avoid any disputes or attempted withdrawals by the Recipient.
- 6.2 The Bank is not obliged to inform the Recipient of any cancellation of the instruction by the Sender pertaining to the Cardless Withdrawal Services resulting in the Recipient not being able to perform the Cardless Withdrawal Transaction.

## **7. Right to Debit**

- 7.1 The Sender authorizes the Bank to debit from any of his accounts, all monies which are payable by the Bank under these Terms and Conditions and/or in connection with the Cardless Withdrawal Services including but not limited to any fees, service charges and transaction charges and any applicable taxes relating to the Cardless Withdrawal Services.

## **8. Disclaimer**

- 8.1 The Bank has taken reasonable care to ensure the accuracy of information, materials and content given directly and exclusively by the Bank. Nonetheless, the information, materials and contents provided by the Bank and third party service providers on the Mobile Application are provided on an "as is" basis and are of a general nature and shall be subject to the Sender's obligation to take other independent legal, financial advice as the Sender shall deem necessary.
- 8.2 By using the Cardless Withdrawal Services, the Sender acknowledges and agrees:-
- (a) To accept the inherent risks associated with any action taken through the internet; and
  - (b) That the Bank does not make any express or implied representations or warranties in relation to the Cardless Withdrawal Services.

- 8.3 The Bank, its directors, officers, employees or agents disclaim any express or implied warranty or representation including but not limited to conditions of merchantability, warranties of title, non-infringement of intellectual property rights, usefulness, accuracy, quality or fitness for purpose of the services transacted through the Mobile Application.
- 8.4 Neither the Bank nor any other parties involved in the creation, production or delivery of the Cardless Withdrawal Services assumes any responsibilities with respect to the Sender's use of the Cardless Withdrawal Services. 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 Sender shall not rely on any such information or advice.
- 8.5 To the fullest extent permitted by laws and without prejudice to any other clauses under these Terms and Conditions, the Bank including any of its directors, officers and employees shall not be liable for any damages, losses, costs and expenses arising out of or in connection with the Cardless Withdrawal Services and/or Transaction or the Sender's use of or inability to use the Cardless Withdrawal Services or the Recipient's performance of or inability to perform the Cardless Withdrawal Transaction or in connection with any delay, error, omission defect or system failure.
- 8.6 Without limiting the generality of the above clause and to the fullest extent permitted by law, the Bank shall not be responsible or liable for any loss, damage or embarrassment incurred or suffered by the Sender, Recipient or any third party by reason of or arising from:-
- (a) the failure of the Sender and/or the Recipient to comply with these Terms and Conditions;
  - (b) the failure of the Sender and/or Recipient to comply with the latest instructions, procedures and directions for use of the Cardless Withdrawal Services and/or Transaction;
  - (c) the Sender's access, use or inability to access or use the Cardless Withdrawal Services and/or any other website linked to the Cardless Withdrawal Services;
  - (d) the Cardless Withdrawal Services not being available;
  - (e) the failure of the Sender to provide the Transaction Code to the Recipient;
  - (f) the failure of the Sender to provide the accurate Transaction Code to the Recipient within the Validity Period;
  - (g) any cancellation by the Sender pertaining to any instruction on the Cardless Withdrawal Services;
  - (h) the failure of the Recipient to receive any monies from the ATM and/or the CRM due to any technical reasons to the ATM and/or CRM; or

- (i) the failure of the Recipient to ensure the Withdrawal Code is properly kept;
- (j) any Cardless Withdrawal Transaction which has been successfully performed by any unauthorised party upon keying in the correct Transaction Code and Withdrawal Code;
- (k) the error, alteration or destruction data or information to or from the Bank through the Cardless Withdrawal Services;
- (l) any failure, delays in transmission, interruption errors or omission by the Bank or its agents unless it is due to the Bank's gross negligence or willful default;
- (m) any inaccuracies, errors, defects of any content of the Cardless Withdrawal Services through no fault by the Bank or other website linked to the Cardless Withdrawal Services;
- (n) any omission, delay in performance or non-performance of the Sender's obligations under these Terms and Conditions;
- (o) the Bank acting on instruction transmitted with the use of the Sender's user ID and password that used to log in to the Mobile Application;
- (p) any fraudulent or unauthorised instructions unless arising through the negligence or willful default of the Bank;
- (q) the access of any site linked to the Cardless Withdrawal Services;
- (r) any intrusion or attack by any person or party on any hardware, software or system used in relation to the Cardless Withdrawal Services or on the internet including but not limited to viruses, Trojan horses, worms and/or macros or other harmful components or disabling devices that may suspend, disrupt or disable the Cardless Withdrawal Services or any part of the functions;
- (s) any restriction or prohibition on the use of the Cardless Withdrawal Services by any laws or regulations of any country from where the Sender accesses the Cardless Withdrawal Services;
- (t) any non-delivery or delayed delivery of short message service (SMS), alerts/transaction alert/push notification or payments caused by the device, internet browser providers or by the network service provider;
- (u) any error, loss or damage or distortion in the information and/or instruction during the transmission of the information and/or instructions to or from the Sender and/or the Recipient which is caused by the device, internet browser providers or by the network service provider;

- (v) any breakdown or malfunction of any device, system or software used in connection with the Cardless Withdrawal Services, whether belonging to the Bank or otherwise, including but not limited to any electronic terminal, server or system, telecommunication device, connection, electricity, power supply, telecommunications or other communications network or system;
- (w) the corruption or loss of any data or instruction or in the course of transmission whether through the Cardless Withdrawal Services or otherwise used by the Bank or any other third party whether or not in connection with the Cardless Withdrawal Services.

## **9. Indemnity**

9.1 In addition to and without prejudice to any other rights or remedies the Bank has (at law or otherwise) and to the fullest extent permitted by law, the Sender and/or the Recipient shall indemnify and keep the Bank fully indemnified at all times from and against all claims, proceedings, actions, losses, costs, damages, liabilities, penalties, charges and expenses (including all legal costs on full indemnity basis) and all taxes, duties and levies payable on such costs, charges and expenses which the Bank may sustain, suffer or incur due to:-

- (a) the Sender's or Recipient's non-compliance or breach of these Terms and Conditions or any other terms and conditions applicable to the Sender or the Recipient;
- (b) the Bank acting in accordance with any instruction purportedly given to the Bank pursuant to these Terms and Conditions;
- (c) any changes in any applicable laws including but not limited to any taxation laws or regulations of any country having jurisdiction over the Bank;
- (d) any action taken by any party against the Sender or Recipient for any reason whatsoever including but not limited to any unlawful, fraudulent or negligent act of the Sender or Recipient or unauthorised use of the Cardless Withdrawal Services and/or Transaction;
- (e) any unlawful, negligent and/or fraudulent act of the Sender or Recipient;
- (f) preservation or enforcement of the Bank's rights under these Terms and Conditions;
- (g) compliance by the Bank of any judgment, court order, decree, directive, law, regulation or any order issued by any tribunal or authority having jurisdiction over the Bank; or
- (h) any breach of secrecy or any consequences arising from such breach which shall include any unauthorised or unlawful access to the information by any third party.

## 10. Disclosure of information

10.1 Without prejudice to any other disclosure rights the Bank may have under the law such as the Financial Services Act 2013, Islamic Financial Services Act 2013 and the Personal Data Protection Act 2010, the Sender and the Recipient agree and grant their consent to the Bank (including the Bank's employees, agents or any persons to whom the Bank grants access to the Bank's records relating to the Sender) to disclose any information relating to the Sender and the Recipient and their use of the Cardless Withdrawal Services and/or Transactions to the following persons:-

- (a) any one or more members of the Public Bank Group for the purpose of:-
  - i. reporting;
  - ii. performing centralised functions including but not limited to audit, risk, management, finance and information technology;
  - iii. complying with Public Bank Group's policies, guidelines, directives or requirements;
  - iv. corporate exercise;
  - v. fraud and crime prevention;
  - vi. debt collection;
  - vii. outsourcing our functions and/or operations;
  - viii. investigating, preventing or otherwise in relation to money laundering and criminal activities;
  - ix. improving and furthering the provision of other services by the Bank or any of the Public Bank Group to the Sender or Recipient;
- (b) any person for or in connection with any action or proceeding taken by the Bank to preserve and enforce our rights under these Terms and Conditions;
- (c) any person whom the Bank engages for the purpose of performing or in connection with the performance of services or operational functions which have been out-sourced;
- (d) the Bank's auditors, solicitors and professional advisors;
- (e) the police or any public officer conducting an investigation in connection with any offence including suspected offences;
- (f) the Bank's stationery printers, vendors of computer systems the Bank uses and to such persons installing and maintaining them and other suppliers of goods or service providers the Bank engages;

- (g) any rating agency;
- (h) any actual or potential participant or sub-participant in relation to any of the Bank's obligations under the banking agreement between the Bank and the Sender and the Recipient, or assignee, novatee or transferee;
- (i) any court, tribunal or authority, whether governmental or quasi- governmental with jurisdiction over the Bank or any members of the Public Bank Group;
- (j) any tax or investigative authorities for the purpose of facilitating exchange of information in relation to tax matters;
- (k) any party which is necessary for the Bank for the performance of its obligations under these Terms and Conditions;
- (l) any person to whom the Bank or any members of the Public Bank Group is permitted or required to disclose under the laws of any country;
- (m) the Recipient (in relation to the transaction of the Cardless Withdrawal Services performed by the Sender to the Recipient, regardless whether it is successful or not).

10.2 The Bank and the Public Bank Group can act in any way the Bank deems fit if the Bank is served with a court order issued by a court of any jurisdiction. The Sender and the Recipient agree that they will not hold the Bank liable for any loss or damage in connection with our actions.

10.3 The Sender and the Recipient confirm that they have received, read, understood and agreed to be bound by the privacy notice issued by the Bank, which is available at the Bank's website. The Sender and the Recipient agrees that the contents of the Privacy Notice shall be deemed to be incorporated by reference into these Terms and Conditions.

10.4 The Sender acknowledges and confirms that he has obtained the consent from the Recipient before disclosing any of the Recipient's personal data to the Bank and has given a copy of the Bank's privacy notice to the Recipient who has agreed to be bound by the same.

## **11. Suspension and Termination**

11.1 The Bank may, with prior notice, suspend or terminate the Sender's right to use the Cardless Withdrawal Services or any part of it without being obliged to provide any reason.

11.2 Notwithstanding any other clauses in these Terms and Conditions, the Bank may suspend or terminate the Sender's right to use the Cardless Withdrawal Services immediately if:-

- (a) the Sender threatens to breach or has breached any of the clauses in these Terms and Conditions;
- (b) the Sender no longer maintains any account with the Bank which can be used for Cardless Withdrawal Services;
- (c) the Sender's use of the Cardless Withdrawal Services is being restricted by the Bank or any other party due to any reason including but not limited to compliance with any court orders;
- (d) the Sender passes away or becomes incapacitated, mentally unsound, insolvent or bankrupt or subject to judicial proceedings;
- (e) the laws and regulations governing the Bank makes it unlawful, illegal or impossible for the Bank to grant the Sender or to continue to grant the Sender the use of the Cardless Withdrawal Services or to comply with the Bank's obligations under these Terms and Conditions;
- (f) there is any investigation by the police, authorities or regulators pending, on-going or threatened against the Sender;
- (g) if there is a report lodged against Sender under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001;
- (h) if the Bank suspects or has reasons to believe that Cardless Withdrawal Services is used for any unlawful activity;
- (i) any investigation is to be or being conducted by the Bank on the Sender, Sender's account and/or any transaction pertaining to the Sender's account.

## 12. **Cost and Expenses**

12.1 The Sender shall be liable for all costs and expenses (including but not limited to legal fees) incurred by the Bank in connection with these Terms and Conditions, the use of the Cardless Withdrawal Services, the enforcement or attempted preservation or enforcement of the Bank's right under these Terms and Conditions or any matters related to the Cardless Withdrawal Services.

## 13. **Change in Constitution**

13.1 These Terms and Conditions will continue to be valid and binding for all purposes, regardless of any transfer or assignment of the Bank's business, operations, assets or liabilities or any change by amalgamation, consolidation, reconstruction, or otherwise in the Bank's constitution or of any company by which the Bank's business is carried on, and will be available to the company carrying on that business.

#### **14. Taxes, Duties and Levies**

- 14.1 The Sender is liable to pay for any taxes or levies which is required by law, regulations, guidelines, decisions or directives issued under any such laws (and shall include any amendments made to such laws, regulations, guidelines, decisions or directives) to be paid to any body or authority having jurisdiction over the Bank in respect of any fees and charges charged or incurred by the Bank and/or services provided by the Bank in relation to the Cardless Withdrawal Services.
- 14.2 Any taxes or levies incurred by the Bank in relation to the Cardless Withdrawal Services and any other goods or services provided under the Cardless Withdrawal Services shall be borne by and charged to the Sender and in the event that the Bank shall effect any payment, the Sender shall be liable to reimburse the Bank for such amounts paid.

#### **15. Anti-Bribery**

- 15.1 The Bank has implemented an Anti-Bribery and Anti-Corruption Policy (“ABAC Policy”) which adopts a “zero-tolerance approach” towards any form of bribery and corruption in conducting its business. For more information on the ABAC Policy, please visit the Bank’s website.
- 15.2 The Sender and the Recipient shall ensure that they comply with the ABAC Policy and shall not engage in any acts of bribery or corruption that would be considered to be contrary to the Malaysian Anti-Corruption Commission Act 2009 (“MACC Act”), guidelines, by-laws, regulations and any re-enactments of the MACC Act.
- 15.3 The Bank has the right to terminate the products and/or services provided to the Sender (including the Cardless Withdrawal Transaction) immediately in the event the Sender is found to be in breach of the ABAC Policy or found to be involved in any acts of bribery or corrupt practices.

#### **16. Force Majeure**

- 16.1 In the event the Bank is unable to perform its obligations under these Terms and Conditions due to any reason beyond our control including but not limited to:-
- (i) Any malfunction or failure of equipment, system or transmission link;
  - (ii) Any fire, earthquake, flood, explosion, acts of elements, acts of God, acts of terrorism, war (declared or undeclared), accidents, epidemic, pandemic, strikes, lockouts, labor disputes, embargo, riot, civil disturbance, tsunami;
  - (iii) Any failure of or disruption to telecommunications, internet, electricity, water and fuel supply; or

- (iv) Any other circumstance in the nature of a force majeure, that is, an unforeseeable event that prevents the Bank from performing its obligations under these Terms and Conditions,

The Bank will not in any way be liable for any delay, loss, damage or inconvenience, which the Sender and/or the Recipient may suffer as a result of such failure to perform.

## **17. Waiver**

- 17.1 Any failure or delay on the Bank's part to exercise any rights and remedies which is available to the Bank under these Terms and Conditions or the law shall not be deemed as a waiver by the Bank to exercise such rights and remedies.
- 17.2 If the Bank decides not to exercise any right which the Bank may have in relation to the Sender's or the Recipient's breach, it shall not be treated as waiver of the Bank's rights and the Bank retains the right at any time afterwards to strictly enforce or insist on the Bank's rights in relation to that breach or any subsequent breach by the Sender or the Recipient.

## **18. Severability**

- 18.1 If any of these terms and Conditions becomes invalid or unenforceable, the invalid or unenforceable clause is to be treated as not having been included in these Terms and Conditions and the remainder of these Terms and Conditions shall continue to be effective and in force and shall not be affected in any way by the invalid or unenforceable clause.

## **19. Cumulative Remedies**

- 19.1 The rights, powers and privileges provided under these Terms and Conditions are cumulative and are not exclusive of any rights, remedies and privileges provided by law, in any other agreement between the parties or otherwise.

## **20. Preservation of Rights and Entitlement**

- 20.1 The Sender and the Recipient agree that regardless of what is stated anywhere in these Terms and Conditions, the Bank's rights and entitlement as stated under these Terms and Conditions will continue to remain in full force and effect and will survive any termination, cancellation, revocation or suspension of the use and access to the Cardless Withdrawal Services and/or Transaction.

## **21. Complaints and Disputes**

- 21.1 If the Sender has any complaints, disputes, enquiries or require any assistance relating to the Cardless Withdrawal Services, the Sender may contact the Public Bank's PBe Customer Support.

21.2 The Sender is required to specify the nature of his query, complaint and/or dispute and such other details or information as may be required by the Bank. Such complaint, dispute or query shall be investigated, handled and/or resolved in accordance with the Bank's complaints and dispute resolution procedure.

21.3 The Bank is not obliged to entertain any correspondences or complaints by the Recipient relating to his failure to perform any Cardless Withdrawal Transaction. The Recipient shall refer to the Sender in the event of any complaints or disputes.

## **22. Variation/Amendment**

22.1 The Bank may amend, modify, revise and/or vary these Terms and Conditions by providing twenty-one (21) days' prior notice to the Sender. If the Sender continues to use the Cardless Withdrawal Services, the Sender is deemed to have agreed to the amended, modified, revised and varied Terms and Conditions.

## **23. Law and Jurisdiction**

23.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and the Sender and the Recipient irrevocably agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.

23.2 The Sender and the Recipient agree to waive any objection on the ground of suitability of venue, jurisdiction or any similar ground.

## **24.1 Assignability**

24.1 The Sender and the Recipient may not assign and/or transfer any of its rights and obligations under these Terms and Conditions.

24.2 The Bank may assign and/or transfer all or any of its rights, title, interests and obligations under these Terms and Conditions to any person as the Bank deems fit.

## **25. Successors Bound**

25.1 These Terms and Conditions shall be binding upon the heirs, personal representatives, and successors in title of the Sender and the Recipient and on the successors in title and assigns of the Bank.

Last updated as at 22 January 2024.