

## **PBe SERVICES CREDIT CARD & DEBIT CARD E-STATEMENT SERVICE TERMS & CONDITIONS**

### **1. GENERAL**

- 1.1 These Terms and Conditions are in addition to and are to be read in conjunction with the Public Bank Berhad's PBe Services Terms and Conditions or Public Islamic Bank Berhad's PBe Services Terms and Conditions, as the case may be, ("hereinafter referred to as the "PBe Services T&C") and the Cardmember Agreement. The PBe Services T&C shall apply to the registration of the Credit Card and Debit Card E-Statement Service unless otherwise expressly excluded.
- 1.2 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"), for the registration and the viewing of the Electronic Credit Card and Debit Card Statement by the Customer.
- 1.3 These Terms and Conditions operate in conjunction with the Cardmember Agreement and the respective terms and conditions and rules and regulations applicable to the credit card and debit card ("Account") which the Customer represents that he has read, understood and agreed to be bound by without qualification or limitation by use of this Website or any of its pages.
- 1.4 In the event of any conflict or inconsistency between these Terms and Conditions herein and the terms and conditions and rules and regulations governing the Account, the latter shall prevail for purposes of interpretation and enforcement to the extent of such conflict or inconsistency.

### **2. DEFINITIONS AND CONSTRUCTION**

In these Terms and Conditions, unless the context requires otherwise, the following words and expressions shall have the following meaning:

- 2.1 "Account" means the Customer's valid credit card and debit card account(s) with the Bank which may be accessed through the PBe Services as may be determined by the Bank from time to time.
- 2.2 "Agent" means any third party offering products, services, content, information on this website.
- 2.3 "Bank" means Public Bank Berhad (6463-H), a company incorporated in Malaysia having its registered office at 27th Floor, Menara Public Bank, 146 Jalan Ampang, 50450 Kuala Lumpur or Public Islamic Bank Berhad (14328-V), a company incorporated in Malaysia having its registered office at 27th Floor, Menara Public Bank, 146 Jalan Ampang, 50450 Kuala Lumpur and their respective successors in title or assigns and where applicable any one of them.
- 2.4 "Business Hours" means daily, 24 hours a day including holidays.
- 2.5 "Cardmember Agreement" shall mean the the terms and conditions governing the Customer's use of the credit card(s) and debit card(s) issued by Public Bank Berhad and/or Public Islamic Bank Berhad to the Customer.
- 2.6 "Credit Card and Debit Card E-Statement Service" means the service provided by the Bank to the Customer wherein upon the successful registration by the Customer, the Customer will be able to access online his Electronic Credit Card and Debit Card Statement and to view and print the same.

- 2.7 "Customer" means the Public Bank Berhad or Public Islamic Bank Berhad Cardmember who has applied for the Credit Card and Debit Card E-Statement Service; and to whom the Bank has agreed to provide the Credit Card and Debit Card E-Statement Service.
- 2.8 "Electronic Credit Card and Debit Card Statement" means the Customer's Statement of Account in an electronic form which can be viewed online by the Customer on his computer terminal and can be printed by the Customer.
- 2.9 "Internet" means the global network computers, telecommunications and software which facilitate communication, whether electronic or otherwise, between person(s) and machines.
- 2.10 "Network Service Provider" means any Internet service provider or any commercial online service provider providing connection to the Internet approved by the Bank.
- 2.11 "Password" means a unique string of characters issued by the Bank for the Customer's first time login to the PBe Services for subscription over the counter and thereafter chosen by the Customer from time to time and known only to the Customer and the Bank's computer system, which must be keyed in by the Customer on the Customer's computer terminal in order for the PBe Services system to authenticate the Customer's User ID and grants the Customer access to the PBe Services and the Credit Card and Debit Card E-Statement Service.
- 2.12 "PBe Services" means the banking services 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.
- 2.13 "Statement Date" means the date stated on the monthly Electronic Credit Card Statement.
- 2.14 "Ringgit Malaysia" or "RM" means the lawful currency of Malaysia.
- 2.15 "Terms and Conditions" means these terms and conditions governing the registration for and access to the Credit Card and Debit Card E-Statement Service.
- 2.16 "User ID" means the identification access code issued by the Bank for the Customer's first time login to the PBe Services in order for the PBe Services system to associate the User ID with the Customer's user profile and Account.
- 2.17 "Website" means [www.PBeBank.com](http://www.PBeBank.com) or any other address as shall be determined and notified by the Bank from time to time.

Words importing the singular shall include the plural and vice versa.

Words importing the masculine gender shall include the feminine and neuter gender and vice versa.

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 trade of computer companies and the information technology industry in Malaysia.

In the event of any conflict in the interpretation of this Terms and Conditions in any language, the English version shall prevail.

Where there are 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 deemed to be made by or binding upon such persons or parties jointly and severally.

### 3. UNDERTAKINGS, INSTRUCTIONS AND TRANSMISSIONS

- 3.1 The Customer shall register for the Credit Card and Debit Card E-Statement Service and shall provide his e-mail address to the Bank. The Bank acknowledges that any such e-mail address that the Customer provides is proprietary in nature and belongs to the Customer. The Bank has the absolute discretion, without giving any reason or notice to the Customer to reject any application for registration for the Credit Card and Debit Card E-Statement Service.
- 3.2 The Customer acknowledges and agrees that the Bank has the absolute discretion to make available the Credit Card and Debit Card E-Statement Service to the Customer. Further the Bank has the discretion from time to time and upon giving notice to the Customer to modify, restrict, withdraw, cancel, suspend or discontinue the Credit Card and Debit Card E-Statement Service without giving any reason and the Customer acknowledges that by using the Credit Card and Debit Card E-Statement Service after any modification or any change has been effected by the Bank, the Customer is deemed to have agreed to such modification or change.
- 3.3 The Electronic Credit Card and Debit Card Statement shall only be available for viewing for a period of one hundred and fifty (150) consecutive days (or for such period as decided by the Bank and notified to the Customer) from the Statement Date.
- 3.4 Upon the Customer's registration for the Credit Card and Debit Card E-Statement Service, the paper based Statement of Account issued by the Bank to the Customer will cease to be sent to the Customer's last known address. The Bank will generate on the relevant Statement Date the Electronic Credit Card and Debit Card Statement and the Customer agrees to accept and view the Statement of Account in a timely manner.
- 3.5 The Electronic Credit Card and Debit Card Statement shall be available at the Website on the relevant Statement Date.
- 3.6 The Customer agrees to examine and view online the Electronic Credit Card and Debit Card Statement in a timely and prompt manner. If there is delay or failure in the delivery of the Electronic Credit Card and Debit Card Statement ("Non-receipt") or there is any error, irregularity, discrepancies, claims of any unauthorised debits or items ("Error") appearing in the Electronic Credit Card and Debit Card Statement, the Customer shall notify the Bank forthwith as provided in clause 12 herein. The Customer's notice to the Bank must contain the following information:-
- (a) name and credit card and debit card account number;
  - (b) details of the error; and
  - (c) such other information as required by the Bank
- 3.7 If any Non-receipt or Error is not reported to the Bank within (21) days from the Statement Date the Customer shall be deemed to have accepted the contents of the Electronic Credit Card and Debit Card Statement as being true, accurate and correct.
- 3.8 The Customer agrees that all his online or electronic communication including requests and/or reports on any Error in the Electronic Credit Card and Debit Card Statement shall be notified to the Bank as provided in clause 12 herein. The request and/or reports shall contain the following information:-
- (a) name and credit card and debit card account number;
  - (b) details of the error; and
  - (c) such other information as required by the Bank
- 3.9 The Customer acknowledges and accepts, subject to clause 3.7 herein, that all records kept by the Bank, in whatever form, shall be final and conclusive evidence against the Customer

of the contents of the Electronic Credit Card and Debit Card Statement in the absence of manifest error.

- 3.10 The Bank shall use reasonable endeavour to ensure that the Credit Card and Debit Card E-Statement Service is secure and cannot be accessed by unauthorised third parties but does not warrant the security or confidentiality of any information transmitted through any applicable Internet service provider, information/communication network service provider, network system or such other equivalent system in any jurisdiction via the Credit Card and Debit Card E-Statement Service.

#### 4. AVAILABILITY OF THE CREDIT CARD AND DEBIT CARD E-STATEMENT SERVICE

- 4.1 The Credit Card and Debit Card E-Statement Service is intended to be available 24 hours daily including holidays. However, the Customer acknowledges that at certain times the Credit Card and Debit Card E-Statement Service may not be accessible due to system maintenance or other reasons or cause which are beyond the control of the Bank. The Customer acknowledges that notwithstanding any provisions herein the Bank does not warrant that the Credit Card and Debit Card E-Statement Service will be available at all times without interruption.
- 4.2 In the event that the Credit Card and Debit Card E-Statement Service is not accessible for whatever reasons, the Customer agrees to use alternative means as shall be desired by the Customer at the material time.

#### 5. DISCLOSURE

- 5.1 In order to provide the Customer with the wide range of financial products and services offered by the Bank on the Internet, it is necessary for information about the Customer to be made known or available through the Internet to Agents, suppliers, vendors and service companies that provide support or services for the Bank's products and services. The 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.

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

PB Card Services & Support  
10<sup>th</sup> Floor  
Menara Public Bank  
146 Jalan Ampang  
50450 Kuala Lumpur  
03 2176 8000

- 5.2 The Customer agrees to the disclosure of the Customer's personal information to such persons stated herein as permitted by law.
- 5.3 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 Credit Card and Debit Card E-Statement Service and that the Bank cannot guarantee the security of the said information and that it may not be accessed by unauthorised third parties. The Customer agrees not to hold the Bank responsible for any loss or damage suffered arising from the disclosures as specified herein.

## 6. BANK CHARGES

The Customer hereby agrees and undertakes to pay to the Bank all such service or transaction charges which the Bank may impose from time to time in respect of or in connection with the Credit Card and Debit Card E-Statement Service, and such service or transaction charges shall be charged to from the Account. All such service fees or transaction charges payable shall be inclusive of applicable tax.

## 7. TERMINATION

7.1 Notwithstanding anything herein to the contrary, the Bank may at any time, in its absolute discretion suspend and/or terminate the Customer's use of the Credit Card and Debit Card E-Statement Service or any portion thereof without notice and without any obligation to give any reasons therefore or for any reasons whatsoever.

7.2 The Bank is entitled to terminate the Customer's rights to use the Credit Card and Debit Card E-Statement Service should the Customer cease to maintain the Account with the Bank or should the Customer's access to the Account be restricted by the Bank or any other party for any reason.

7.3 The Customer may terminate the Customer's to use the Credit Card and Debit Card E-Statement Service by giving prior written notice to the Bank. The Credit Card and Debit Card E-Statement Service to the Customer will be cancelled from the date of the Bank's receipt of the said notice of termination. The Customer hereby agrees not to use the Credit Card and Debit Card E-Statement 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. Upon termination and/or cancellation of the Credit Card and Debit Card E-Statement Service during banking hours, the Bank shall on the next relevant Statement Date generate and send the paper based Statement of Account to the Customer's last known mailing address.

7.4 In the case of Joint Accounts, each and every one of the Joint Account Holders agree that the termination of the Credit Card and Debit Card E-Statement Service may be given by any one of the Joint Account Holders.

## 8. CUSTOMER'S DUTY OF CONFIDENTIALITY

The Customer hereby acknowledges the strict requirement of confidentiality and obligations imposed upon the Customer and the Bank under the Financial Services Act 2013 and 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 Bank 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.

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.

## 9. INDEMNITY

9.1 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 third party claim raised, made, taken, incurred and/or suffered by the

Customer or the Bank relating to or arising out of third party rights and the infringement thereof.

9.2 The Customer undertakes to indemnify the Bank for any breach of secrecy on the part of the Customer, under these Terms and Conditions and any consequences arising therefrom, which shall include any unauthorised or unlawful access to the information by any third party employing any means whatsoever.

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

The Customer's obligations herein shall survive the termination of the Credit Card and Debit Card E-Statement Service.

#### 10. WAIVER

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 these Terms and Conditions shall constitute a waiver or acquiescence of such default which shall affect or impair any right, power, privilege or remedy herein.

#### 11. SEVERABILITY

If any of these 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 anyway be affected or impaired.

#### 12. NOTICES

The Customer hereby consents to all notices and other communications which concern the Credit Card and Debit Card E-Statement Service or are required under the Terms and Conditions or may be given by the Bank in any one of the following manners:-

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

12.2 by electronic mail to the Customer's last known e-mail address in the Bank's records and such notification shall be deemed received twenty four (24) hours after sending;

12.3 by display in the Bank's business premises and such notification shall be deemed effective upon such display;

12.4 by way of advertisement in one insertion in any national newspaper and such notification shall be deemed effective on the date of publication of the advertisement in any such newspaper;

12.5 by inserting a notice in the Bank's Statement of Account to the Customer and such notification shall be deemed effective two (2) days after the date of posting of the notice contained in the Statement of Account to the Customer;

12.6 broadcasting a message on this website; and/or

12.7 if notified to the Customer in any other manner as the Bank deems fit.

13. The Customer shall notify the Bank immediately concerning any irregularities concerning the Credit Card and Debit Card E-Statement Service, these Terms and Conditions or any changes in the Customer's mailing address, e-mail address or other particulars relevant to this Agreement. All notices from the Customer to the Bank 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 from time to time:

PB Card Services & Support  
10<sup>th</sup> Floor  
Menara Public Bank  
146 Jalan Ampang  
50450 Kuala Lumpur  
03 2176 8000