

PB engage TERMS & CONDITIONS

NOTICE:

This Mobile Application allows communication and interaction between the Bank and the Customer. By accessing this Mobile Application and/or using all or any of its features, the Customer is deemed to have read, understood and agreed to be bound by the Terms and Conditions herein as well as any other terms which the Bank may prescribe from time to time. If the Customer does not agree to accept any of the Terms and Conditions herein, the Customer is advised to immediately discontinue access and/or use of this Mobile Application or any part thereof.

The Customer is to note that the Customer's access or use of this Mobile Application shall be at the Customer's own risk and initiative. The Customer shall be responsible for compliance of all applicable laws in accessing and using this Mobile Application.

1. SCOPE OF MOBILE APPLICATION TERMS & PBe SERVICES TERMS

- 1.1 These Terms and Conditions are in addition to and are to be read in conjunction with the Public Bank Berhad or Public Islamic Bank Berhad PBe Services Terms and Conditions, as the case may be, (herein referred to as "PBe Services T&C").

Public Bank Berhad's PBe Services Terms and Conditions can be accessed at www.pbebank.com.my and Public Islamic Bank Berhad's PBe Services Terms and Conditions can be accessed at www.publicislamicbank.com.my.

The PBe Services T&C shall apply to the Mobile Application Services unless otherwise expressly excluded. All references in the PBe Services T&C shall continue to apply and shall include the following references :-

- a. "Banking Services" shall include the Mobile Application Services;
 - b. "Software" shall include the software application to be downloaded and installed by the Customer in the Customer's Mobile Device in order to access the Mobile Application Services, as may be designated for use by the Bank from time to time; and
 - c. "Network Service Provider" shall include any licensed telecommunications services provider approved by the Bank from time to time that provides the Customer with telecommunications and connectivity services necessary for the provision of the Mobile Application Services in addition to its own proprietary network;
- 1.2 If there is a conflict or inconsistency between these Terms and Conditions and the PBe Services T&C, these Terms and Conditions will prevail to the extent of the conflict or inconsistency in relation to the Mobile Application Services, but not for the other Banking Services.

- 1.3 The information, material, content, or advice contained in this Mobile Application does not constitute an invitation to treat or offer to enter into a legally binding contract with the Bank and is provided for general information only.
- 1.4 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 such information, material, content, or advice.

2. DEFINITIONS AND CONSTRUCTION

- 2.1 The definitions in the PBe Services T&C will continue to apply to the Mobile Application Services, unless the context requires otherwise, whereby;

Any banking term not specifically defined or described 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.

- 2.2 In these Terms and Conditions, the following words shall have the following meaning:
 - a. "Agreement" means this agreement between the Customer and the Bank for the Mobile Application, the PBe Services T&C and all supplements, amendments and variations thereto.
 - b. "Appointed Person" means the person(s) who are duly appointed and authorised by the Corporate Customer to access and use PBe Services for and on behalf of the said Corporate Customer.
 - c. "Authorised Person" means:
 - (i) In the case of an individual Customer, the Customer himself who has applied for the PBe Services; or
 - (ii) In the case of a Corporate Customer, the person(s) duly appointed and authorised by the Corporate Customer to apply for the PBe Services or appointed by the Appointed Person to give Instructions as authorised by the Corporate Customer.
 - d. "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 J'alan Ampang, 50450 Kuala Lumpur, as



the case may be, their respective successors in title and assigns and where applicable, any one of them.

- e. "Customer" means the Bank's valid Customer:
 - (i) In the case of an individual Customer, the Customer who downloaded the Mobile Application Services; or
 - (ii) In the case of a Corporate Customer, the corporate entity who through the Authorised Signatory(ies) has downloaded the Mobile Application and to whom the Bank has agreed to provide the Mobile Application Services.
- f. "Eligible Accounts" means:
 - (i) In the case of individual Customers, the individual accounts in the Customer's sole name or to joint accounts which the Customer maintains with another person 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 Services for and on behalf of the said Corporate Customer;
- g. "Instruction" means instructions given, communications, operations, and/or transactions transmitted by the Customer through the Customer's Mobile Device under the Mobile Application Services;
- h. "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;
- i. "Mobile Devices" means the mobile phone, smartphone, tablet or such other communication device which is used to access the Mobile Application Service;
- j. "PB engage" means the "Mobile Application Services" or "Mobile Application" herein defined as the software applications which are made available for download based on the Customer's Mobile Device's operating system within the operating system own official web store;
- k. "PAC" means the PBe Authentication Code prescribed by the Bank from time to time as a security code to enable the Authorised Person to access and use the Mobile Application Services.
- l. "Password" means a unique string of characters which must be keyed in by the Customer on the Customer's Mobile Device in order for the PBe Services system to authenticate the Customers User ID and grants the Customer



access to the PBe Services and the Mobile Application Services.

- m. "Terms and Conditions" means these Terms and Conditions governing the use of the Mobile Application Services;
- n. "User ID" means the identification access code which must be keyed in by the Customer in order for the PBe Services system to associate the User ID with the Customer's user profile and account;
- o. "User Guidance" means the guide provided by the Bank to the Customer on how to access and use the Mobile Application Services and all supplements, amendments and variations thereto;
- p. "Website" means 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.

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 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 deemed to be 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 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.
- 3.3 The rights to this Agreement may be transferred in partially or fully to any company affiliated to the Bank. The Customer rights or obligation under this Agreement may not be transferred to other entity or person.
- 3.4 Use by the Customer of the Mobile Application at any time, and from time to time, shall indicate to the Bank on Customer's acceptance and agreement of the provisions of the Terms and Conditions and of the risks in conducting any

transaction over the Internet and the Mobile Application.

- 3.5 By agreeing to be bound by the terms of this agreement, the Customer agrees that the Mobile Application Services will be available to Eligible Account(s). The Customer accepts and acknowledges that the Mobile Banking Services is not available for certain types of accounts.

4. PURPOSE OF THE MOBILE APPLICATION

- 4.1 This Mobile Application is provided to the Customers as a mechanism which will enable access to the financial services offered by the Bank.
- 4.2 The financial services available through the Mobile Application are provided by the Bank and may include products offered by its subsidiaries. The Bank may exclude any financial services on the Mobile Application at its sole discretion.
- 4.3 The Customer understands that the Bank does not warrant any losses upon the Customers from the consequences of using this Mobile Application.
- 4.4 The Mobile Application is made available to the Customer strictly on an "as is" basis, and no warranty is made in relation to the Mobile Application, including any warranty in relation to its merchantability, 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 Mobile 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 Mobile Device which may be caused by the Software or the installation process.

5. ACCESS AND USE OF THE MOBILE APPLICATION

- 5.1 The usage of this Mobile Application is subject to the Customer maintaining an existing and valid PBe Account with the Bank and further subject to such eligibility criteria that the Bank shall deem fit.
- 5.2 The Mobile Application Service will only be available for a Mobile Device and data connections which meets the required specifications and configurations as may be specified by the Bank from time to time.
- 5.3 The Customer acknowledges that the Mobile Application Services 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/notifications, payments, error, loss or distortion in transmission of information and instructions to/from the Customer.



- 5.4 Upon successful login of the User ID and Password, all instructions and transactions issued thereafter shall be attributed to the Customer notwithstanding that such access, instruction or transaction may have been made by a third party whether authorised or unauthorised. The Customer further represents and warrants that all information and instruction forwarded to the Bank from time to time through this Mobile Application are correct, validly issued and legally binding on the Customer.
- 5.5 The Customer is deemed to agree that instructions or transactions received by the Bank are irreversible when received, completed, or relied upon by the Bank and the Bank is authorised to comply with instructions received from the Mobile Application.
- 5.6 The Customer understood with the usage of the Mobile Application, he/she will be responsible for all cost, claims, and damages arising from the information that was transmitted to the Bank.
- 5.7 The Customer acknowledges that he/she must not use this Mobile Application 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".
- 5.8 The Customer understands that he/she must download the Mobile Application from the Operating System official web store and shall not install the Mobile Application through a third party or services which is not offered by their mobile devices operating system.
- 5.9 The Customer further acknowledges that he/she must not use this Mobile Application in an environment which may jeopardise the Mobile Application security features, function or the Customer's credentials.
- 5.10 In the event the Customer loses or parts with possession or control of the Mobile Devices where the Software for Mobile Application is installed and if the Customer has reason to believe that someone has accessed to his bank account(s) using Mobile Devices, the Customer shall notify the Bank immediately. Until the said notification, the instructions using the Software and Mobile Device shall be deemed to have come from the Customer whether actually originated from the Customer or not.

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 this Mobile 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 advise 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 conditions of merchantability, warranties of title, non-infringement of intellectual property rights, usefulness, accuracy, quality or fitness for purpose of the services or products of any third party service provider transacted through this Mobile Application.
- 6.3 Neither the Bank nor any other parties involved in the creation, production, or delivery of the Mobile Application 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 on the Mobile Application.
- 6.5 The Bank does not warrant or represent that access to the whole or part(s) of this Mobile Application, the materials, contents, information and/or functions contained therein will be provided uninterrupted or free from errors or that any identified defect shall be corrected, or that there shall be no delay, failures, errors or loss of transmitted information, that no viruses or other contaminating or destructive properties shall be transmitted or that no damage shall occur to the Customer's computer system.

7. AVAILABILITY OF SERVICES

- 7.1 The Mobile Application is intended to be available twenty four (24) hours daily, including holidays. However, the Customer acknowledges that at certain times some or all of the services contained within 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 Mobile Application will be available at all times without interruption.

- 7.2 In the event that any or all of the Mobile Application are not accessible for whatever reasons, the Customer agrees to use alternative means, including but not limited to the PBe Internet Banking, 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.

8. AVAILABILITY OF FUNDS

- 8.1 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 Mobile Application as the Bank deems fit from time to time. The Customer further agrees and accepts that the Customer's transactions inclusive of funds transfers (except as provided in Clause 10 below) is limited to such maximum daily limit that may be imposed by the Bank from time to time. The Customer shall ensure that the limit shall be observed.
- 8.2 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 and until the Customer's Account has sufficient available funds. The Bank's right of set-off as herein reserved 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.
- 8.3 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 shall deem fit and until such payment, the Customer shall abstain from performing any other transaction in the Customer's Account through the Mobile Application or otherwise.
- 8.4 The Bank does not warrant or represent that the information including details of the Customer's Account as relayed through the Mobile Application 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.
- 8.5 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.

9. BILL PAYMENT

- 9.1 The Bank may at any time and from time to time, without prior notice, withdraw any Payee Corporation from the Bank's list of Payee Corporations, which list may be varied from time to time, without assigning any reason and 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.
- 9.2 The Customer shall adhere to the terms and conditions of each Payee Corporation with regard to settling of the respective bills.
- 9.3 The Customer shall allow at least three (3) days for receipt of payment by the Payee Corporation.
- 9.4 The Customer agrees that the Bank shall not be liable for any loss or damage caused in the event that the Bank is not able to effect payment, or to effect timely payment, to the Payee Corporation.
- 9.5 The Customer agrees and accepts that the limit for such Bill payment is limited as provided in Clause 8 above.
- 9.6 The Customer acknowledges and consents that where the Mobile Application 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.
- 9.7 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.

10. TRANSFER OF FUNDS

- 10.1 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 8 above.
- 10.2 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 at their absolute discretion from time to time.

- 10.3 Where the Customer transfers funds to a third party account ("the payee") as aforesaid in Clause 10.2 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.

11. COPYRIGHT AND TRADEMARK

- 11.1 The Bank claims copyright to the Mobile Application. No entity shall at any time expressly nor inexpressively copy any part of the Mobile Application including but not limited to its design, features, code, name, or any attributes that are distinctive to the Mobile Application.
- 11.2 The Bank may display and use external parties logo for the purpose of promoting the Bank own services and/or products.
- 11.3 The Customer understands that this Mobile Application shall not be used for any purpose which is unlawful, abusive, libelous, obscene, or threatening nor shall it be used in contravention of any laws or regulatory requirements.

12. LINKS

- 12.1 The Customer understands that the Bank may from time to time include hyperlinks from or to the Mobile Application that are owned or operated by third parties not under the control of the Bank and/or the PBB Group.
- 12.2 By providing hyperlinks within the Mobile Application, 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 understood 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.

13. 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 Mobile Banking Services, and such service or transaction charges shall be debited from the Customer's Eligible Account. All such service fees and transaction charges payable shall be inclusive of applicable tax(es).

14. EQUIPMENT AND NETWORK ACCESS

- 14.1 The Customer shall, at his own cost and expense, be responsible for the purchase, cost, installation, maintenance use and repairs (if any) of the Mobile Device or other telecommunication equipment and software ("the Equipment") necessary for the Customer to access the Internet and to the Mobile Application. The Equipment shall be in accordance with the specifications, if any, prescribed by the Bank from time to time.
- 14.2 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.

15. DISCLOSURE

- 15.1 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 Mobile Application, 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.

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

- 15.2 The Customer is agreeable to the disclosure of the Customer's personal information to such persons stated therein and as permitted by law.
- 15.3 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 Internet.

16. TERMINATION

- 16.1 Notwithstanding anything herein to the contrary, the Bank may at any time, in its absolute discretion suspend or terminate the Customer's right of access to the Mobile Application or any portion thereof without notice and without any obligation to give any reasons therefore or for any reasons whatsoever.

- 16.2 The Bank is entitled to terminate the Customer's rights of access to the Mobile Application should the Customer cease to maintain any account with the Bank which can be accessed via PBe Services or should the Customer's access to such Account(s) be restricted by the Bank or any other party for any reason.
- 16.3 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.

17. EVIDENCE

- 17.1 All records kept by the Bank in whatever form, shall be final and conclusive evidence against the Customer of the contents of the Instructions.
- 17.2 The Customer agrees that all Instructions transmitted by the Mobile Devices or otherwise issued by the Customer, though in electronic form:
- a. 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 the Customer hereby waives any such right the Customer may have at law; and
 - b. 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.
- 17.3 The Customer acknowledges and agrees that the Bank's records and any records of any Instructions made or performed, processed or effected through the Mobile Application Services by the Customer or any person purporting to be the Customer, or any record of transactions relating to the Mobile Application Services and any record of any transactions maintained or by any relevant person authorised by the Bank relating to or connected with the Mobile Application Services, 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, and the Customer hereby waives any of your rights (if any) to so object.

18. CUSTOMER'S DUTY OF CONFIDENTIALITY

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

19. INDEMNITY

- 19.1 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.
- 19.2 The Customer further agrees that the Bank shall not be liable to the Customer for and with respect to any third party 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 and the infringement thereof.
- 19.3 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.
- 19.4 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.
- 19.5 The Customer's obligations herein shall survive the termination of any of the services to the Customer by either party.

20. 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 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.

21. CHANGE OF TERMS AND CONDITIONS

The Bank reserves the right to change, amend, delete or add to any of the Terms and Conditions from time to time with at least twenty one (21) calendar days prior notice in such manner as deemed suitable by the Bank including but not limited to push notification to the Customer's Mobile Device. Notwithstanding the same, the Customer should be able to view the revised Terms and Conditions upon access to the Bank website and use of the services thereafter shall constitute the Customer's acceptance to the change, amendment, deletion or addition.

22. NOTICES

The Customer hereby consents to all notices and other communications which concern the Mobile Application or PBe Services may be given by the Bank in any one of the following manners:

- 22.1 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.
- 22.2 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.
- 22.3 By display in the Bank's business premises and such notification shall be deemed effective upon such display.
- 22.4 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.
- 22.5 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.
- 22.6 Broadcasting a message on the Bank's Internet Banking Website or Mobile Application.
- 22.7 If notified to the Customer in any other manner as the Bank deems fit.

All notices to the Bank concerning the Mobile Application 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 from time to time:

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

23. LAW AND JURISDICTION

- 23.1 The use of the PBe Services on this website 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 Services on the Website may be accessed in other jurisdictions and not restricted to Malaysia.
- 23.2 The use of the PBe Services 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.
- 23.3 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.
- 23.4 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 Services and PB engage.

24. SUCCESSORS BOUND

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.

25. FRAUD/UNAUTHORISED INSTRUCTIONS/SECURITY BREACH

25.1 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 by disclosing it verbally or in writing to a third party;
 - (ii) To take responsible preventive steps to update and protect the Customer's PCs, Mobile 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 Mobile 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.

25.2 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 Services and/or the PB engage.

Last updated as at 1 June 2018