

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 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.

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's PBe Services Terms and Conditions or Public Islamic Bank Berhad's PBe Services Terms and Condition, as the case may be, ("herein referred to as the PBe Services T&C"). The PBe Services T&C shall apply to the Mobile Application Services unless otherwise expressly excluded. All references in the PBe Services T&C to:
 - a. "Banking Services" shall include the Mobile Application Services; and
 - b. "Software" shall include the software application to be downloaded and installed by the Customer in the Customer's mobile device or smartphone in order to access the Mobile Application Services, as may be designated for use by the Bank from time to time.
 - 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 meanings:

- 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 and its successors in title and assigns and where applicable any 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 in the case of a Corporate Customer, the corporate entity who through the Authorised Signatory (ies) has downloaded the Mobile Application Services; 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 Phone under the Mobile Application Services;
- h. "Internet" 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. "Mobile Application Services" or "Mobile Application" herein defined as the software applications which are made available for download based on the Customers mobile devices operating system within the operating system own official web store.
- k. "PAC" means the PBe.com 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 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. Shall in any reason a regulatory body or court deliberated any provision of the Agreement to be unenforceable, remainder of the Agreement shall continue to be effective enforceable.
- 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 Phone, 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 Phone 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 Mobile Devices and data connections which meet 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 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 understand that he/she must download the Mobile Application from 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 environment which may jeopardize the Mobile Application security features, function or the Customer credentials.
- 5.10 In the event the Customer losses or part with possession or control of the Mobile Devices which 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 Devices 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 assume 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 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. COPYRIGHT AND TRADEMARK

- 8.1 The Bank claims copyright to the Mobile Application. No entity shall at any time expressly nor inexpressively copy any parts of the Mobile Application inclusive but not limited to design, features, code, name, or any attributes that are distinctive to the Mobile Application.
- 8.2 The Bank may display and use external parties logo for the purpose of promoting the Bank own services and / or product and shall not be constituted as joint delivery or ownership of the Withstanding of the above, Apple,

Google Inc., Microsoft Inc. and Blackberry logo are trademark of each respective entity.

- 8.3 The Customer understood that this Mobile Application shall not be used for any purpose which is unlawful, abusive, libelous, obscene, or threatening nor shall it be used against any laws or regulatory requirement withstanding.

9. LINKS

- 9.1 The Customer understand 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.
- 9.2 By providing hyperlinks within the Mobile Application, the Bank does not endorse and are 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 terms and conditions, policy and any other corresponding documents to understand the effect of the third party content or services prior to its usage.

10. 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, including but not limited to the Goods and Services Tax (GST).

11. EQUIPMENT AND NETWORK ACCESS

- 11.1 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, smartphone, 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.

- 11.2 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.

12. DISCLOSURE

- 12.1 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 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

- 12.2 The Customer is agreeable to the disclosure of the Customer's personal information to such persons stated therein and as permitted by law.
- 12.3 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.

13. TERMINATION

- 13.1 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.

- 13.2 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.
- 13.3 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.

14. EVIDENCE

- 14.1 All records kept by the Bank in whatever form, shall be final and conclusive evidence against the Customer of the contents of the Instructions.
- 14.2 The Customer agrees that all Instructions transmitted by the mobile devices or smartphone 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;
 - 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; and
- 14.3 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 hereby waive any of your rights (if any) to so object.

15. 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 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.

16. INDEMNITY

- 16.1 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.
- 16.2 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.
- 16.3 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.

- 16.4 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.
- 16.5 The Customer's obligations herein shall survive the termination of any of the services to the Customer by either party.

17. 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.

18. 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.

19. 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:

- 19.1 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.
- 19.2 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.
- 19.3 By display in the Bank's business premises and such notification shall be deemed effective upon such display.

- 19.4 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.
- 19.5 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.
- 19.6 Broadcasting a message on the Bank Internet Banking Website or Mobile Application.
- 19.7 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

20. LAW AND JURISDICTION

The use of this Mobile Application 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 this Mobile Application may be accessed in other jurisdictions and not restricted to Malaysia.

The use of the PBe Services outside of Malaysia is subject to the Exchange Control Act 1953 and the Exchange Control Regulations of the Central Bank of Malaysia, any fiscal or Exchange Control requirements or regulations operating in the country where the transaction is effected or requested.

21. 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 of 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.