

## **PBe TERMS & CONDITIONS**

### **NOTICE:**

This Website allows communication and interaction between Public Bank Berhad or Public Islamic Bank Berhad (“the Bank”) and the Customer. By the access of this Website and/or the use of all or any of its pages, the Customer is deemed to understand and agrees to be bound by the terms and conditions herein. 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 Website or any part thereof.

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

### **1. GENERAL**

- 1.1 The information, material, content or advice contained in this Website 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.
- 1.2 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.
- 1.3 The information, material, contents and functions provided in this Website may be changed from time to time with prior notice at the Bank's absolute discretion.

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

- 2.1 In these Terms and Conditions, unless the context requires otherwise, the following words and expressions shall have the following meaning:
  - "Account" means one or more of the Customer's valid Savings, Current, Credit, Loan / Financing, Investment, Fixed Deposit / Term Deposit-I or any other accounts with the Bank which may be accessed through the Website as may be determined by the Bank from time to time.
  - "Agent" means any third party offering products, services, content and information on this Website.
  - "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, as the case may be, and their respective successors in title and assigns and where applicable, any one of them.



- "Banking Services" means products and services of the Bank or applications as are made available to the Customer on this Website.
- "Bill" means the latest bill, invoice, notice, renewal notice, form and/or payment demand received by the Customer from a Payee Corporation and which has to be paid within the time frame stipulated in the Payee Corporation's bill, invoice, notice, renewal notice, from and/or payment demand.
- "Business Hours" means 24 hours daily, including holidays.
- "Customer" means the individual person or persons or the corporate entity in whose name(s) the Account(s) is/are maintained with the Bank and to whom the Bank has agreed to provide the PBe Services and where applicable, the Customer's successors in title or legal representatives.
- "Instruction" means instructions given by the Customer in respect of the Customer's Account(s) via the PBe Services.
- "Internet" means the global network computers, telecommunications and software which facilitate communication, whether electronic or otherwise, between person(s) and machines.
- "Network Service Provider" means any Internet service provider or any commercial online service provider or a licensed telecommunications services provider approved by the Bank from time to time providing connection to the Internet or providing the Customer with telecommunications and connectivity services necessary for the provisions of any applications in addition to its own proprietary network.
- "PAC" means the PBe Authentication Code used to confirm and authorise the internet banking transaction effected by the Customer. The PAC will be forwarded via Short Message System (SMS) Service by the telecommunications company to the Customer's handphone number registered in the Bank's records.
- "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.
- "Payee Corporation" means those corporations or bodies approved by the Bank from time to time and displayed on the PBe Services bill payment screen.
- "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.
- "Ringgit Malaysia" or "RM" means the lawful currency of Malaysia.
- "Terms and Conditions" means these Terms and Conditions governing the use of the PBe Services.



- "User ID" means the identification access code issued by the Bank for the Customer's first time login to the PBe Services and thereafter chosen by the Customer 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.
- "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.

- 2.2 Words importing the singular shall include the plural and vice versa.
- 2.3 Words importing the masculine gender shall include the feminine and neuter gender and vice versa.
- 2.4 Any banking term not specifically defined or described herein shall be construed in accordance with the general practice of banks and financial institutions in Malaysia. Any terms relating to computer technology not specified defined or described herein shall be construed in accordance with the general practice and the trade of computer companies and the information technology industry in Malaysia.
- 2.5 In the event of any conflict in the interpretation of this Terms and Conditions in any language the English version shall prevail.
- 2.6 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"), and shall apply to the PBe Services.
- 3.2 The Terms and Conditions operate in conjunction with the respective terms and conditions and rules and regulations applicable to the Account(s) 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.
- 3.3 In the event of any conflict or inconsistency between the Terms and Conditions herein and the terms and conditions and rules and regulations governing the relevant Account(s), the latter shall prevail for purposes of interpretation and enforcement to the extent of such conflict or inconsistency.

#### **4. DISCLAIMERS**

- 4.1 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 third party service providers on this Website are provided on an "as is" basis and are of a general nature and shall be subject to the Customer's obligation to take independent legal, financial or other advise as the Customer shall deem necessary.
- 4.2 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 Website.
- 4.3 Neither the Bank nor any other parties involved in the creation, production or delivery of the PBe Services 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.
- 4.4 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 the PBe Services on the Internet.
- 4.5 The Bank does not warrant or represent that access to the whole or part(s) of this Website, 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.

#### **5. ACCESS AND USE OF PBe SERVICES**

- 5.1 Application for subscription to the PBe Services shall be subject to the Customer maintaining an existing and valid Account with the Bank and further subject to such eligibility criteria that the Bank shall deem fit. The Bank is not obliged to provide reasons for any rejection of a Customer's application.
- 5.2 Use by the Customer of the PBe Services at any time and from time to time shall indicate to the Bank the Customer's acceptance and agreement and continued acceptance and agreement of the provisions of the Terms and Conditions and of the risks in conducting any transaction over the Internet.



- 5.3 Upon approval of the Customer's application to subscribe to the PBe Services over the counter, the Customer will be provided with a User ID and Password. When the Customer logs in for the first time, the Customer shall replace the User ID and Password provided with a new User ID and Password of his choice.
- 5.4 The Password selected by the Customer may be changed by the Customer from time to time.
- 5.5 The Customer shall not disclose the Password to any person and staff of the Bank and must take all precautions and security measures to prevent unauthorised and fraudulent use of the Customer's User ID and/or Password and the PBe Services by the use thereof.
- 5.6 The Customer shall immediately notify the Bank in writing in the event there is any change to his handphone number and/or the User ID and/or Password have been compromised in any manner whatsoever to his account holding branch or the address stated in Clause 25 below.
- 5.7 In the case of Joint Account Holders the mandate for operation of the account shall be as indicated in the Bank's prescribed account opening form. Where the mandate for the operation of the account is either one to sign, each Joint Account Holder will be issued a separate User ID and Password for each Joint Account Holder's personal use. All transactions on the Account shall be binding on all the account holders jointly and severally.
- 5.8 Access by the Customer to the PBe Services shall be deemed to have been activated and all instructions and transactions issued thereafter shall be attributed to the Customer upon successful login of the User ID and Password and the use of PAC notwithstanding that such access, instruction or transaction may have been made by a third party whether authorised or unauthorised.
- 5.9 The Customer further represents, and warrants that all information and instruction forwarded to the Bank from time to time through this Website or otherwise is correct, validly issued and legally binding on the Customer.
- 5.10 The Bank and/or third party service providers shall be entitled to carry out any instruction or transaction and/or rely on any instruction or information provided in connection with the Customer's User ID and Password and the use of PAC as if the Customer had transacted it and/or provided the information. The Customer shall be deemed to unconditionally and irrevocably agree that the Bank shall not be liable for any loss or damage which the Customer and/or any third party may incur.
- 5.11 The Customer is advised to login to the PBe Services on a regular basis to ensure his account(s) balances and transactions performed are in order. Any irregularities or inconsistencies in his account(s) balances or transaction history are to be notified to the Bank immediately.

- 5.12 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. Instructions received by the Bank during Business Hours where practicable shall be effected on the same day provided that it shall be in accordance with normal banking practice, or such other date and/or time as the Bank may from time to time determine having regard to the general practice of bankers.
- 5.13 The Bank may at its sole discretion refuse to carry out any of the Customer's instructions or transactions where such instructions or transactions are inconsistent with the Bank's policy or any law or any rules or regulations to which the Bank is subject to or for any other reason.
- 5.14 Notwithstanding the above, the Bank is hereby authorised to comply with instructions received by the Bank under the PBe Services.

## **6. AVAILABILITY OF PBe SERVICES**

- 6.1 The PBe Services is intended to be available 24 hours daily, including holidays. However, the Customer acknowledges that at certain times some or all of the PBe Services 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 PBe Services will be available at all times without interruption.
- 6.2 In the event that any or all of the PBe Services are not accessible for whatever reasons, the Customer agrees to use alternative means, including but not limited to the automated teller machine or at a branch of the Bank, to issue such instructions as shall be desired by the Customer at the material time.

## **7. AVAILABILITY OF FUNDS**

- 7.1 The Customer agrees and accepts that the Bank is entitled to set such limits and conditions to all the transactions performed by the Customer through the PBe Services 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 9 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.
- 7.2 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.

- 7.3 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 PBe Services or otherwise.
- 7.4 The Bank does not warrant or represent that the information including details of the Customer's Account as relayed through the PBe Services 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.
- 7.5 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.

## **8. BILL PAYMENT**

- 8.1 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.
- 8.2 The Customer shall adhere to the terms and conditions of each Payee Corporation with regard to settling of the respective bills.
- 8.3 The Customer shall allow at least three (3) days for receipt of payment by the Payee Corporation.
- 8.4 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.
- 8.5 The Customer agrees and accepts that the limit for such Bill payment is limited as provided in Clause 7 above.
- 8.6 The Customer acknowledges and consents that where the PBe Services 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 the disclosure of information to the Payee Corporation will be stored and will remain valid until revoked by the Customer.

- 8.7 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.

## **9. TRANSFER OF FUNDS**

- 9.1 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 7 above.
- 9.2 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.
- 9.3 Where the Customer transfers funds to a third party account ("the payee") as aforesaid in Clause 9.2 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.

## **10. EXCLUSION OF LIABILITY**

- 10.1 In addition to and not in derogation of express provisions in the Terms and Conditions herein, the Bank shall not be responsible or liable for any damage (whether special or consequential), loss, embarrassment, goodwill expenses or loss of profit incurred or suffered by the Customer by reason of or in connection with the followings:-
- 10.1.1 The Customer's use of the PBe Services;
  - 10.1.2 The PBe Services not being available;
  - 10.1.3 Access, use or inability to access or use this Website and/or any other website linked to this Website;
  - 10.1.4 Any failure, delays in transmission, interruption, errors, omission or breakdown of any equipment, system, server software or terminal of the Bank or its agents;





- 10.1.5 Attack or interference by any computer virus, corruption, worms or by any person;
- 10.1.6 Any failure or delay attributable to services provided by any Network Service Provider;
- 10.1.7 Failure or delay in the execution of any of the Bank's obligations due to any cause beyond the control of the Bank including but not limited to causes such as strikes, industrial action, civil disturbances, flood, earthquake, landslides or Acts of God or computer, electronic, communications or electrical system failures of any nature whatsoever, malfunction or breakdown, or the interruption, non-supply, breakdown or failure in supply of electricity or power for any length of time;
- 10.1.8 Any inaccuracies, errors, defects of any content of this Website or other website linked to this Website;
- 10.1.9 Any operation malfunction or defect of the Customer's computer terminal, systems or software used in accessing the PBe Services;
- 10.1.10 Any omission, delay in performance or non-performance of the Customer's obligations under the provisions of the Terms and Conditions;
- 10.1.11 The Bank acting on instruction transmitted with the use of the Customer's User ID and Password;
- 10.1.12 The Bank acting on instructions of any one authorised signatory of a Joint Account; and
- 10.1.13 The access of any site linked to this Website.

## **11. COPYRIGHT AND TRADEMARK**

- 11.1 Unless otherwise indicated, all copyrights, trademarks/service marks, patents, logos and other intellectual property rights of the Bank or others in this Website and contents whereof and in the PBe Services (including, but not limited to, all information, details, graphics, data, files, text, sound recordings and the sequence and arrangement of the same) shall at all times vest and remain vested in the Bank, or the relevant third party proprietor as the case may be. No part or parts of this Website may be reproduced, copied, modified, distributed, published, transmitted, stored, performed, licensed, sold or altered without the prior written consent of an authorised person of the Bank or the relevant third party proprietor as the case may be. The insertion of a link to this Website on any other website, frame or "mirror" any content of this Website on another website or server is prohibited unless with the prior express written consent of an authorised person of the Bank or the relevant third party proprietor, as the case may be.

## **12. LINKS**

- 12.1 The Customer is advised that the Bank may from time to time include links from or to websites that are owned or operated by third parties not under the control of the Bank. The Bank will not be held responsible or liable for the contents of the websites of such third parties or any consequences of accessing the said websites. The Bank does not endorse or verify the contents of such linked sites.
- 12.2 Any person who links to this Website without the express written consent of the authorised person of the Bank shall be liable for any claim arising out of such unauthorised linking.

## **13. RIGHT OF SET-OFF**

- 13.1 The Customer hereby agrees that the Bank may at any time with notice recover from the Customer by way of set-off any monies owing to the Bank as a result of or incidental to the transactions executed through the PBe Services. The Customer shall not hold the Bank responsible for any claims arising out of the Bank exercising its right of set-off.

## **14. DISCLOSURE**

- 14.1 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.
- 14.2 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:-  
Transaction Banking  
Wealth Management & Transaction Banking  
20th Floor, Menara Public Bank  
146, Jalan Ampang,  
50450 Kuala Lumpur
- 14.3 The Customer is agreeable to the disclosure of the Customer's personal information to such persons stated therein and as permitted by law.
- 14.4 Whilst the Bank is committed to take reasonable care and use its best endeavours to ensure that information transmitted and received is secure, the Customer acknowledges the risks involved in using the Internet.

## **15. BANK CHARGES**

15.1 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 PBe Services, and such service or transaction charges shall be debited from the Customer's Account as and when the same is incurred. All such service fees or transactional charges payable shall be inclusive of applicable tax(es).

## **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 PBe Services 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 PBe Services should the Customer cease to maintain any Account with the Bank which can be accessed via the 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 may terminate the Customer's use of and access to the PBe Services by giving prior written notice to the Bank. The PBe Services to the Customer will be cancelled within seven (7) days from the date of the Bank's receipt of the said notice of termination. The Customer hereby agrees not to use the PBe Services 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.

16.4 In the case of Joint Accounts, each and every one of the Joint Account Holders agree that the termination of the PBe Services may be given by any one of the authorised signatory of the Joint Account.

16.5 The Customer acknowledges that termination will not affect the Customer's liability or obligations in respect of instructions already processed and/or effected by the Bank on the Customer's behalf.

## **17. EQUIPMENT AND NETWORK ACCESS**

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

17.2 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.

## **18. ELECTRONIC TAX / PAYMENT INVOICE**

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

## **19. CUSTOMER'S DUTY OF CONFIDENTIALITY**

19.1 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.

19.2 In the event the Customer receives any material or data containing information where the Customer is not the intended recipient, the Customer is hereby put on notice that any use, dissemination, distribution or copying of the material or data is prohibited and subject to legal privilege. The Customer agrees to delete such material or data and further agrees to notify the Bank by telephone immediately.

## **20. INDEMNITY**

20.1 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.

- 20.2 The Customer further agrees that the Bank shall not be liable to the Customer for and with respect to any third party (including but not limited to the payee referred to in Clause 9.3 above) claim and the Customer shall indemnify and hold the Bank harmless from and against any liability, claim, loss, damage or expense of any kind (including strict liability in tort) relating to or arising out of third party rights or the payee as aforementioned and the infringement thereof.
- 20.3 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.
- 20.4 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.
- 20.5 The Customer's obligations herein shall survive the termination of any of the PBe Services to the Customer by either party.

## **21. WAIVER**

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

## **22. SEVERABILITY**

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

## **23. CHANGE OF TERMS AND CONDITIONS**

- 23.1 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 placing a notice on this Website, displaying the notice at the Bank's premises or sending the notice to the Customer at the Customer's last known address in the Bank's records. Notwithstanding the same, the Customer should be able to view the revised Terms and Conditions upon access to the PBe Services at this Website and use of the services thereafter shall constitute the Customer's acceptance to the change, amendment, deletion or addition.

## 24. SUCCESSORS BOUND

24.1 The Terms and Conditions herein shall be binding upon the heirs, personal, representatives, executors and successors in title of the Customer and on the successors in title, 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.

## 25. NOTICES

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

25.1.1 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.

25.1.2 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.

25.1.3 By display in the Bank's business premises and such notification shall be deemed effective upon such display.

25.1.4 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.

25.1.5 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.

25.1.6 Broadcasting a message on this Website.

25.1.7 If notified to the Customer in any other manner as the Bank deems fit.

25.2 All notices to the Bank concerning the PBe Services 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

## **26. LAW AND JURISDICTION**

- 26.1 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 this Website may be accessed in other jurisdictions and not restricted to Malaysia.
- 26.2 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.
- 26.3 The maximum amount of a transaction and the purpose for which it is effected may be determined by the Central Bank of Malaysia and the laws and regulations of the country in which the transaction is effected or requested.
- 26.4 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.

## **27. FRAUD/UNAUTHORISED INSTRUCTIONS/SECURITY BREACH**

- 27.1 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 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, check his banking information and balances periodically and to keep his sensitive banking information and security devices 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

27.2 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.

Last updated as at 1 June 2018