

## **TERMS AND CONDITIONS GOVERNING THE PB eGIFT SERVICE**

### **NOTICE :**

**THIS WEBSITE/MOBILE APPLICATION ALLOWS COMMUNICATION AND INTERACTION BETWEEN THE BANK AND YOU, AS THE SENDER OF THE PB eGIFT, OR YOU, AS THE RECIPIENT OF THE PB eGIFT.**

**BY YOUR ACCESS TO THIS WEBSITE/MOBILE APPLICATION AND/OR THE USE OF ALL OR ANY OF ITS PAGES, THE BANK SHALL DEEM THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN. IF YOU DO NOT AGREE TO ACCEPT ANY OF THE TERMS AND CONDITIONS HEREIN, YOU ARE ADVISED TO IMMEDIATELY DISCONTINUE ACCESS TO THIS WEBSITE/MOBILE APPLICATION AND/OR USE OF THIS WEBSITE/MOBILE APPLICATION OR ANY PART THEREOF.**

**YOUR ACCESS OR USE OF THIS SITE SHALL BE AT YOUR OWN RISK AND INITIATIVE AND YOU SHALL BE RESPONSIBLE FOR COMPLIANCE OF ALL APPLICABLE LAWS.**

### **DEFINITIONS and INTERPRETATIONS**

The following words shall have the following meanings:

- (i) “Bank” shall mean Public Bank Berhad (“PBB”) or Public Islamic Bank Berhad (“PIBB”); as the case may be.
- (ii) “Recipient” refers to the person who receive the funds transferred from the Sender’s account with PBB or PIBB, as the case may be, to the Recipient’s account with PBB, PIBB or any Financial Institution, which transfer of funds is initiated through the PB eGift Service;
- (iii) “Financial Institution” refers to any other bank or financial institution, other than PBB or PIBB, where the Recipient maintains an account and into which account at that said Financial Institution the fund transfer initiated by the Sender through the PB eGift is intended to be transferred to and credited into;
- (iv) “Security Code” refers to the 6 digits numeric code displayed in the SMS sent by the Bank to the Sender’s mobile phone. This Security Code is to be communicated by the Sender to the Recipient. This code is required to be entered at the PBe designated page under PBe info site or secured site or to be entered at the PB engage designated page at the PB engage side bar in order for the Recipient to receive the funds;

- (v) “Sender” refers to the person who initiates the PBe eGift via PBe/PB engage to send funds to the Recipient’s account and to whom the Security Code will be displayed on his/her mobile phone;
- (vi) “Validity Period” refers to the duration of the validity of the Security Code which Validity Period is 24 hours and within which Validity Period the PB eGift transaction is to be completed by the Recipient.

## **A. Terms and Conditions Applicable to the Sender of the PB eGift**

### **1. GENERAL**

- 1.1 These Terms and Conditions are in addition to and are to be read in conjunction with the Public Bank Berhad’s PBe Services Terms and Conditions or Public Islamic Bank Berhad’s PBe Services Terms and Conditions, as the case may be, ("hereinafter referred to as the “PBe Services T&C”). The PBe Services T&C shall apply to the PB eGift Service unless otherwise expressly excluded.
- 1.2 These Terms and Conditions shall be supplemental to the existing Terms and Conditions governing your banking accounts with Public Bank Berhad (“PBB”) or Public Islamic Bank Berhad (“PIBB”), as the case may be, and the Terms and Conditions governing the PBe Mobile Banking Services and/or the PB engage Services.

### **2. INITIATING A FUND TRANSFER via PB eGIFT**

- 2.1 The Sender undertakes to ensure that sufficient funds are kept in his/her PBB/PIBB account to meet each fund transfer instruction to be effected through the PB eGift. The Bank is under no obligation to effect any instruction if there are insufficient funds in the Sender’s account with the Bank.
- 2.2 The Sender is responsible to ensure the accuracy of the information entered for the PB eGift transaction. All details entered by Sender shall be deemed by the Bank to be correct and in processing the payment instructions, the Bank shall not be obliged to verify the Recipient’s name, mobile phone number and/or account number with PBB/PIBB or any Financial Institution provided by the Sender.
- 2.3 The Bank may at its absolute discretion conclusively determine the order of priority of any payment or fund transfer instruction of any moneys pursuant to this or any other instruction or cheque which the Sender may have hereto before or may hereafter give to the Bank or draw on the Sender’s account.

- 2.4 Any instruction to effect a fund transfer via the PB eGift shall remain effective for the protection of the Bank in respect of payment(s) made in good faith notwithstanding the Sender's death or bankruptcy until notice of the Sender's death or bankruptcy or of such other revocation is received by the Bank. The notice of revocation by the Sender to the Bank shall not affect those charges incurred by the Sender prior to the Bank's receipt of the notice of revocation.
- 2.5 Notwithstanding that cheque(s) deposited into the Sender's account is/are shown as immediate credit, the proceeds of such cheque(s) deposited are available for use only when the cheque proceeds have been paid by the paying bank and credited into the Sender's account.
- 2.6 The Sender agrees and acknowledges that the Bank shall not issue any official confirmation for any fund transfers effected via the PB eGift. The Sender agrees that each payment or fund transfer will be recorded in the Sender's account and shall be treated as a confirmation of the payment or fund transfer affected.
- 2.7 The Sender undertakes to check all transaction entries and account balances in the Sender's account passbook or statement of account on a regular basis, and undertakes to report to the Bank as soon as reasonably practicable in the event any unauthorised transaction, error or discrepancy is detected. The Sender confirms that if the Bank does not receive any notification in writing from the Sender of any errors or discrepancies as regards to the debit or credit entries in the Sender's account, then the Sender shall be deemed to have accepted such entries made up to the date of the last entry in the statement or passbook as correct, final and conclusive.
- 2.8 The Sender confirms that the Sender has obtained the Recipient's consent to divulge the Recipient's information or personal data to the Bank and that the Bank has the right to collect the Recipient's personal data to enable it to process the PB eGift Transaction. The Bank has the right to disclose the Recipient's personal data to the service provider the Bank engages to carry out or assist in its functions and activities or to any other person the Bank is authorised or required by law to disclose information to.
- 2.9 The Bank has the right to block or refuse to process the PB eGift transaction for any reason as the Bank deems fit or necessary.

### **3. SECURITY CODE**

- 3.1 Upon initiating the PB eGift transaction via PBe/PB engage, the Sender will receive a 6-digit numeric Security Code to the Sender's mobile phone at the number registered with the Bank. The Bank will use all reasonable measures to

send the SMS as soon as possible. However the Bank shall not be liable for any delay in sending the SMS due to reasons beyond the Bank's control such as, but not limited to Telco service congestion or interruption.

- 3.2 The Sender shall inform the Recipient of the correct Security Code within the Validity Period. The Sender shall exercise care to ensure that the Security Code is communicated to the intended Recipient. The Bank shall not be held responsible for any inaccurate communication made by the Sender to the Recipient and/or for any failure or delay by the Sender to provide the Recipient the Security Code. The Sender shall not disclose the Security Code to any other person other than the intended Recipient.

#### **4. INDEMNITY**

- 4.1 In consideration of the Bank accepting the instructions herein, the Sender indemnifies and holds the Bank harmless and indemnified against all actions, proceedings, claims, damage, cost, expenses, demands and losses which the Bank may incur or sustain by reason of the Bank carrying out the above fund transfer instructions and/or howsoever arising from the Bank acting on the Sender's instructions via PB eGift and/or arising from any error or omissions on the Sender's part.
- 4.2 The Sender authorises the Bank to release details of the Sender's name, mobile phone number, account number and fund transfer amount to the Recipient and consents to such disclosure and agrees that the Bank shall be under no liability for disclosing such information to the service provider and/or the Recipient.
- 4.3 The Sender shall take all precautions to ensure and prevent unauthorised, fraudulent or illegal use of the service. If the transaction is suspected to be in connection to unauthorised, fraudulent or illegal activities, the Sender agrees that the Bank has the sole and absolute right to require the Sender to disclose data in respect to the particular transaction for the purpose of identifying the Recipient and facilitating the investigation.

#### **5. COSTS AND CHARGES**

No service fee or any related charge will be imposed on the Sender in the use of the PB eGift Service. However, in the event that the Bank does intend to impose any service fee or charge in the use of the PB eGift Service in the future, the Bank shall impose such fee and / or charge 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 or displaying the notice at the Bank's premises. Use of the PB eGift Service thereafter shall constitute the Sender's

acceptance to the imposition of such service fee and/ or charge, as the case may be.

Without prejudice to the above, the Bank reserves the right to impose such applicable tax whether currently in force or to be implemented and chargeable by law in the provision of the PB eGift Service or that which may be imposed on the service fee and/ or charge as aforementioned.

## **B. Terms and Conditions Applicable to the Recipient of the PB eGift Fund Transfer**

### **1. GENERAL**

1.1 Where the Recipient is a PBe/PB engage customer, these Terms and Conditions are in addition to and are to be read in conjunction with the Public Bank Berhad's PBe Services Terms and Conditions or Public Islamic Bank Berhad's PBe Services Terms and Conditions, as the case may be, ("hereinafter referred to as the "PBe Services T&C"). The PBe Services T&C shall apply to the PB eGift Service unless otherwise expressly excluded.

1.2 These Terms and Conditions shall be supplemental to the existing Terms and Conditions governing your banking accounts with Public Bank Berhad ("PBB") or Public Islamic Bank Berhad ("PIBB"), as the case may be, and the Terms and Conditions governing the PBe Mobile Banking Services and/or the PB engage Services.

### **2. SMS NOTIFICATION**

The Recipient, must contact the Sender for the Security Code and thereafter, enter the following information at the designated PBe info site or secure site page or at the designated PB engage page;

- The Recipient's mobile phone number;
- Security Code;
- Recipient's Bank;
- The Recipient's account number; and
- Captcha

### **3. VALIDITY PERIOD**

The Security Code has a Validity Period of 24 hours and the Recipient must perform the transaction before the expiry of the Validity Period, failing which the

funds will remain in the Sender's account and the Recipient will not be able to receive the said funds.

#### **4. DISPUTE RESOLUTION**

The banking relationship is only established between the Bank and Sender. Accordingly, only the Sender can lodge a report to the Bank in the event of any disputes or complaints. The Recipient will need to refer to the Sender in the event of disputes or complaints for escalation to the Bank for further investigation.

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