

## E-Banking Services TERMS AND CONDITIONS

The following terms and conditions apply to the E-Banking Services provided by China Construction Bank (Malaysia) Berhad from time to time.

### 1. Definitions and Interpretation

**"Authority Profile"** means the authority profile assigned by the Customer to each User ID.

**"Authority Level"** means the authority level assigned by the Customer to each User ID as part of the Authority Profile.

**"Authorized User"** means the person(s) authorized by the Customer to access and use the E-Banking Services for and on behalf of the Customer, as evidenced by the Application Form (or other written documents) provided by the Customer either separately or as a part of the Account Opening Document.

**"Bank"** means China Construction Bank (Malaysia) Berhad and having its place of business at Level 20, Menara CCB, Quill 6, No. 6, Leboh Ampang, City Centre, 50100 Kuala Lumpur and where the context permits, includes its successors in title, assigns and transferees.

**"Bank Guarantee/BG"** means any signed undertaking, however named or described, providing for payment on presentation of a complying demand in the case of default on the transaction to which the BG relates.

**"Bill/Bills"** means an itemised statement of money owed, or a request to pay, for purchase goods, provision of services and/or any other business transaction.

**"Biller"** means Government agencies, statutory bodies, companies, body corporates, businesses, (including sole proprietors and partnerships) societies, charities and other entities participating in the JomPAY Scheme to collect Bill payments.

**"Biller Code"** means An alphanumeric code uniquely identifying either a Biller or a Biller's product or service category for purposes of routing payments to the Biller.

**"Business Day"** means a day (other than a Saturday, Sunday or a public holiday) on which banks are open for general business in Kuala Lumpur.

**"Computer System"** means the computer equipment and all hardware, software and devices connected to or combined in it which is required to access the E-Banking Services.

**"Consent Request"** means a service allows Payers or merchant to initiate consent request registration or maintenance using Payer's DuitNow ID.

**"Customer"** means the person who is registered with the Bank for the E-Banking Services and where the context permits, includes any Authorized User. Where the Customer is a

corporation, references to "Customer" include its lawful successor. Where the Customer is a society, association or club, references to "Customer" include each of its present and future members and any personal representative or lawful successor of each member. Where the Customer is a partnership, references to "Customer" include each of its present and future partners and any personal representative or lawful successor of each partner. Where the Customer is a sole proprietor, references to "Customer" include any personal representative or lawful successor of the sole proprietor.

**"Debiting Participants"** means the Banks and Non-Banks participating in real-time retail payments (RPP) where the Payers maintain Account(s).

**"Designated Account"** means each account in the name of the Customer maintained with the Bank and designated by the Customer for the purposes of E-Banking Services.

**"DuitNow"** means a service which allows customers to initiate and receive credit transfers via a recipient's account number or registered DuitNow ID.

**"DuitNow AutoDebit"** means a service which enables automated fund collection by the Merchants either by ad-hoc or recurring method directly from Payers with a pre-established consent in place.

**"DuitNow Request"** means a service that allows Merchant or Recipient to collect proceeds from Payments and Credit Transfer from Payee by sending a digital Payment Request via DuitNow ID or account number registered with the Debiting Participant.

**"DuitNow QR Service"** means a service offered by Payments Network Malaysia Sdn. Bhd which facilitates industry wide instant payments or credit transfers by scanning the QR code which complies with DuitNow National Standard QR Standard.

**"DuitNow Online Banking"** is a real time online Payment service which enables Payers to transact securely using their Internet Banking with Merchants. This service supports the real-time switching and routing of payment transactions between the Merchant and Debiting Participant.

**"DuitNow ID"** means identifiers of an account holder such as a mobile number, NRIC, passport number, army number or police number (in the case of an individual) or business registration number (in the case of a corporate customer) or any other identifies as may be introduced by the NAD Operator from time to time.

**"E-Banking Services"** means the electronic e-Banking Services offered by the Bank from time to time to the Customer. E-Banking Services enable the Customer to have access to the Designated Account and to effect certain banking transactions including the Fund Transfer Services, Cash Management Services, Trade Services, Account Viewing/Inquiry Services and such other services offered by the Bank and may include access to electronic

banking channel(s) (the terms channel, portal and platform are used interchangeably under these Terms and Conditions) offered by the Bank to the Customer from time to time including “H2H Services”, “Secure File Transfer Services” and any other services that may be facilitated by the Bank in the future.

“**Exchange Rate**” means the rate for converting one currency into another currency which the Bank determines to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on the Customer.

“**Funds Transfer Services**” means the funds transfer services described in Clause 3 below.

“**GIRO**” means General Instruction Receiving Order, an interbank fund transfer payment system operated by Payment Network Malaysia Sdn Bhd. to allow customers maintaining accounts with the participating banks to make interbank payments or collection of payments to either the customers’ own account or to any third party account(s) maintained with a participating bank. It is an electronic fund transfer payment system designed to handle high volume of low-value inter-bank payments.

“**H2H Services**” shall mean Host to Host Services i.e., host to host automated, two-way data transfer service for processing payments.

“**Intellectual Property Rights**” means any patents, utility models, designs, trademarks, service marks, trade names, copyrights (each of the foregoing, to the extent applicable, registered, applied for or unregistered), software, inventions whether or not patentable, database rights, know-how and all rights having equivalent or similar effect anywhere in the world.

“**Letter of Credit (LC)**” means a credit issued or confirmed by the Bank at the request or for the account of the Customer and any commitment by the Bank to issue such credit and also includes any such credit or commitment as extended or amended at the request of the Customer.

“**JomPAY Service**” means the service offered by the Bank from time to time that enables Payer to effect payment of bills to any Biller through the use of standard Biller Codes and Recipient Reference Number (RRN).

“**National Addressing Database (NAD)**” means a central addressing depository established by the NAD Operator that links a bank or an e-money account to a recipients DuitNow ID and facilitates payment to be made to a recipient by referencing the recipient’s DuitNow ID.

“**NAD Name enquiry**” means a service which returns the name of the owner who has registered its DuitNow ID in NAD.

**"NAD Operator"** means Payments Network Malaysia Sdn. Bhd. ("PayNet") (Company No.: 200801035403 [836743-D]).

**"Online Instruction"** means an instruction given by or on behalf of the Customer to the Bank through the E- E-Banking Services.

**"Online Transaction"** means a transaction executed by the Bank pursuant to an Online Instruction.

**"Parties"** means the Bank and the Customer jointly.

**"User ID"** means the personal identification code and login ID created by the Customer for the purposes of accessing to the E-Banking Services.

**"Password"** means a list of numeric or alphanumeric digits (as the case may be) selected by the Customer, which is required to be keyed in together with the User ID to enable the Bank to identify and verify the Customer before granting the Customer with an access to the E-Banking Services.

**"Payer"** means Individuals, companies, body corporates, businesses (including sole proprietors and partnerships), government agencies, statutory bodies, societies, and other Customers that make payments to Billers using JomPAY.

**"Personal Data"** means any information in respect of commercial transactions that relates directly or indirectly to a customer, who is identified or identifiable from that information which includes, but not limited to, the customer's name, address, identification card number, passport number, banking information, email address and contact details.

**"Recipient Reference Number (RRN)"** means a unique identifier of the bill account assigned by a Biller to a Payer. Printed as Ref-1 and Ref-2 on a Bill.

**"Standby Letter of Credit/SBLC"** means any signed undertaking, however named or described, providing for payment on presentation of a complying demand in the case of default on the transaction to which the SBLC relates.

**"Security Token"** means the security device provided by the Bank to the Customer for the purpose of generating the Security Code.

**"Security Code"** a one-time password automatically generated by the Security Token which is required at each time access to the E-Banking Services.

**"Transferred Amount"** means the amount to be transferred under an Online Instruction.

**"Terms and Conditions"** means these E-Banking Services Terms and Conditions (including the annexures and schedules), as amended from time to time.

“**Trade Services**” shall mean and include provision of the transaction details and transaction advices stipulated in the e-Banking system and/or fulfilment of such trade transactions by the Bank on behalf of the Customer wherein instructions are given by the Customer to the Bank using the e-Banking system to process, facilitate, finance and advise such trade transactions including but not restricted to BG / SBLC Issuance, Import LC Issuance, Export Bills Collection, Inward Bills Collection Inquiry, Export LC / BG advising, and/or the processing of such transactions and/or online Payment instructions initiated by the Customer in terms thereof.

For the purposes of these Terms and Conditions:-

- (a) words denoting the singular include the plural and vice versa, and references to any gender include all other genders;
- (b) headings are inserted for convenience only and shall not affect the interpretation of these Terms and Conditions, and references to Clauses are to the clauses of these Terms and Conditions; and
- (c) the word "include" or "including" shall be construed to include the words "without limitation" immediately following such word.

## **2. Applicability of the Terms and Conditions**

- (a) Upon the Customer’s request, the Bank agrees to provide the E-Banking Services to the Customer subject to the Terms and Conditions set out hereto. The Customer agrees and acknowledges that the E-Banking Services may be provided by the Bank directly or through its sub-contractors and/or service providers.
- (b) The Parties may enter into further arrangements in writing with regards to any or all of the E-Banking Services which shall form integral part of the Terms and Conditions (“Subsequent Arrangements”). The Parties may mutually agree that the additional services added to the E-Banking Services are subject to additional conditions imposed by the Bank. In case of any conflict or inconsistency between the Terms and Conditions and the Subsequent Arrangements, unless otherwise indicated, the provisions of the Subsequent Arrangements shall prevail in respect of such subsequent arrangements in relation to the E-Banking Services.
- (c) Use of the E-Banking Services is governed by the Terms and Conditions read along with other applicable laws and regulations or other agreements executed between the Customer and the Bank including but not limited to the Terms and Conditions Governing Deposit Accounts.

## **3. Scope of Service, Limits on Amounts and Cut-off Time**

- (a) Customer who satisfies the below eligibility requirements may apply for the E-Banking Services:

- i. maintains at least one (1) banking account with the Bank;
- ii. designate at least one (1) banking account with the Bank as the Designated Account;
- iii. such other eligibility requirements as the Bank deems fit and appropriate.

The Bank has the sole and absolute discretion to accept or reject Customer's application for E-Banking Services without having to disclose its reason for doing so.

- (b) The Bank may require the Customer to designate one or more Designated Accounts for the purposes of using the E-Banking Services. The Customer may from time to time add or remove any Designated Account which shall become effective upon acceptance by the Bank.
- (c) The E-Banking Services comprise of the below services:
1. Fund Transfer Services
    - i. transfer of funds between the Designated Account;
    - ii. transfer of funds from any Designated Account to any third party account maintained with the Bank;
    - iii. transfer of funds from any Designated Account to any account (whether in the name of the Customer or any other person) maintained with any onshore or offshore licensed bank provided that such transaction has been supported by such documents to the satisfaction of the Bank; and
    - iv. Interbank GIRO (IBG);
    - v. Real-Time Electronic Transfer of Funds and Securities System (RENTAS);
  2. DuitNow Transfer;
  3. DuitNow ID Registration and Maintenance;
  4. Consent Request;
  5. DuitNow AutoDebit;
  6. DuitNow Request
  7. DuitNow QR Code Service
  8. DuitNow Online Banking
  9. JomPAY Service;
  10. Trade Services;
  11. Account Viewing/Inquiry Services;
  12. Short Message Service (SMS) Notification;
  13. Such other services to be advised by the Bank from time to time.
- (d) The scope and types of E-Banking Services made available by the Bank, the restrictions on the use of such E-Banking Services, the maximum or minimum transaction limits, the cut-off time and/or date applicable to a particular type of service, the applicable service fees and other features in respect of the same are subject to such prevailing laws and regulations as well as the standard practices of the Bank which may be determined or varied by the Bank from time to time.

- (e) The Bank shall be entitled at its sole discretion to withdraw, restrict, suspend, vary or modify the E-Banking Service (whether in whole or in part) at any time without notice and without giving any reason therefor and the Bank shall not be liable to the Customer for any loss or damage as a result thereof.
- (f) In addition to the Terms and Conditions:
- i. Fund Transfer Services are subject to such other terms and conditions appearing in e-Banking Fund Transfer Services Terms and Conditions which shall form an integral part of the Terms and Conditions; and
  - ii. Trade Services are subject to such other terms and conditions appearing in e-Banking Trade Finances Terms and Conditions which shall form an integral part of the Terms and Conditions; and
  - iii. DuitNow Transfer are subject to such other terms and conditions appearing in DuitNow Transfer Terms and Conditions which shall form an integral part of the Terms and Conditions; and
  - iv. DuitNow ID Registration and Maintenance are subject to such other terms and conditions appearing in Terms and Conditions Governing the National Addressing Database (NAD) which shall form an integral part of the Terms and Conditions; and
  - v. Consent Request are subject to such other terms and conditions appearing in Consent Terms and Conditions which shall form an integral part of the Terms and Conditions; and
  - vi. DuitNow AutoDebit are subject to such other terms and conditions appearing in DuitNow AutoDebit Merchant' Terms which shall form an integral part of the Terms and Conditions; and
  - vii. DuitNow Request are subject to such other terms and conditions appearing in DuitNow Request Terms and Conditions for Merchant and DuitNow Request Terms and Conditions for Payer and Recipient which shall form an integral part of the Terms and Conditions; and
  - viii. DuitNow Online Banking are subject to such other terms and conditions appearing in DuitNow Online Banking Terms and Conditions which shall form an integral part of the Terms and Conditions; and
  - ix. JomPAY Service are subject to such other terms and conditions appearing in Standard Payer Terms which shall form an integral part of the Terms and Conditions.

#### **4. Access to the E-Banking Services**

- (a) To access to the E-Banking Services, the Customer is required to key in User ID, Password, Security Code (where applicable) and/or such other needed information as the Bank may determine from time to time.

- (b) The Customer may change the User ID and Password from time to time but such change will be effective upon acceptance by the Bank. The Bank shall be entitled at the Bank's absolute discretion to reject any number or alphabet selected by the Customer as the substitute User ID and Password without giving any reason therefor. The substitute User ID and Password shall take effect upon the Bank's confirmation and the Customer's use therefrom shall be governed by these Terms and Conditions. When selecting a substitute User ID and Password, the Customer shall refrain from selecting any series of consecutive or same or similar numbers or alphabets or any series of numbers or alphabets that may easily be ascertainable or identifiable with the Customer. The Bank shall be entitled at the Bank's absolute discretion to cancel the use of the Customer's User ID and Password and/or withdraw, restrict, suspend, vary or modify the E-Banking Service (whether in whole or in part) and/or the mode(s), method(s) or channel(s) available for accessing the E-Banking Service at any time without notice and without giving any reason therefor and the Bank shall not be liable to the Customer for any loss or damage as a result thereof.
- (c) The Customer shall not reveal its User ID and Password to any other party and shall take all necessary steps to prevent disclosure of the same to any other party. In the event the User ID and Password is disclosed or discovered by any other party, the Customer shall immediately change the same.
- (d) Once the Customer has logged on to the E-Banking Services, the Customer must not leave the terminal or other devices from which the Customer has accessed the E-Banking Services at any time or let anyone else use it until the Customer has logged off. The Customer is responsible for ensuring that it has logged off the service at the end of each session.
- (e) The Customer shall ensure adherence to the below security measures:
- i. that the computer terminal or personal electronic device it is using will not allow recording of its activities and that the necessary anti-spyware and firewalls are installed;
  - ii. that it always log in to the correct URL for the E-Banking Services;
  - iii. that the Customer shall not to access to the E-Banking Services through internet cafes or any public places offering Internet services and the Customer shall log off from the E-Banking Services before leaving its computer terminal;
  - iv. that the Customer shall change the Password when requested to or on a periodical basis;
  - v. ownership: the Security Token, issued to the Customer shall remain the property of the Bank. Upon termination of E-Banking Services, the Security Token shall be deemed unusable and must be returned to the Bank;
  - vi. non-transferability: the Security Code is issued solely for the use of the Customer and the Customer shall not transfer, pledge or otherwise use it as security in any form nor part with the use of the same to any other person;



- vii. loss, theft of or damage to the Security Token: You shall immediately inform the Bank in the event of any loss, theft of or damage to the Security Token. Until and unless there is a replacement of the Security Token, the Bank will not accept any Online Instruction after receipt of such written notification; and
- viii. exposure of the Security Code: If the Security Token and/or the Security Code is exposed or suspected to be exposed to any person, the Customer shall immediately request for new Security Token and/or the Security Code or change the Security Token and/or the Security Code, as the case may be to protect its own interest. The Bank shall not be held responsible or liable for any loss or damage suffered in such circumstances.

## **5. Authorized User and Online Instruction**

- (a) The Customer may nominate Authorized User up to such number as prescribed by the Bank. Any changes to the Authorized Users must be notified in writing to and accepted by the Bank before it becomes effective.
- (b) The Customer shall ensure that each User ID, each Password and each Security Token shall be allocated to not more than one (1) Authorized User at any point of time.
- (c) The Customer shall assign an Authority Profile to each Authorized User specifying the Authority Level.
- (d) The Customer instructs and authorizes the Bank to execute all and any Online Instruction given through an effective User ID and Password and/or Security Code complying with the Authority Profile. The Bank may (but not obliged to), refrain from or delay in acting on the Online Instruction in order to verify that the authenticity, genuineness or effectiveness of the User ID, Password and/or the Security Code or contents of the Online Instruction, but the Bank has no duty to verify the identity or authority of the person using that User ID and Password and/or Security Token or whether the Customer has allocated that User ID and Password and / or Security Token to him. Any failure to verify the authenticity, genuineness or effectiveness of the User ID, Password and/or the Security Code or contents of the Online Instruction, shall not be construed to be evidence of lack of good faith or the failure to exercise reasonable care on the part of the Bank. All Online Instruction received by the Bank shall be deemed to have been sent by the Authorized User (whether or not such person purported to be a person so authorized by the Customer). The Bank shall not be obliged to enquire whether the Online Instruction were sent by such person(s). Notwithstanding that the Online Instruction was sent by person(s) not so authorized by the Customer, the Customer shall be bound by such Online Instruction. Without limiting the generality of the foregoing, if any Online Transaction is executed, entered into or amended by the Bank pursuant to such Online Instruction, the Customer shall be bound by the terms and conditions under which the Online Transaction is executed, entered into or amended by the Bank.

- (e) Where there is any inconsistency between the Authority Profile assigned to the Authorised User and any other authorities or limits assigned by the Customer to the same Authorised User at any time with respect to the Designated Account, the Authority Profile shall prevail insofar as Online Instruction and Online Transaction are concerned. Furthermore, the Customer acknowledges and accepts in full the risks of unauthorized use of the E-Banking Service, in particular, the risk of any person (whether an Authorized User or not) performs Online Instruction on behalf of the Company. The Customer confirms that the Bank is under no duty to verify the propriety or integrity of any Online Instruction or of any person giving them. The Customer instructs and authorizes the Bank to execute any Online Instruction given through a single User ID irrespective of any other signing arrangement which may have mandated by the Customer pertaining to the Designated Account at any time.
- (f) The Customer is aware that the Online Instruction may be fraudulently or without proper authority when transmitted to the Bank and the Customer shall give the Online Instruction assuming such risks. The Bank shall not be liable for any losses, damages, expenses, claims or liabilities suffered by the Customer as a result of the Bank acting upon the Online Instruction so long as the Online Instruction is in accordance with the Authority Profile assigned by the Customer. It is the Customer's sole responsibility to take appropriate measures against unauthorized use of the E-Banking Services, including monitoring and controlling, nomination and appointment of the Authorized User, assignment of Authority Profile, User ID, Password and Security Token.
- (g) Any Online Instruction must be given to the Bank by through an effective User ID and Password and/or Security Code and such other information as the Bank may reasonably require. Online Instruction shall not be considered to be received by the Bank unless they are given in such manner as the Bank may prescribe and has been actually received by the Bank.
- (h) The Bank will not send any separate confirmation or advice to the Customer with respect to an Online Transaction. Record for each Online Transaction will be shown in the regular account statements provided to the Customer.
- (i) An Online Instruction, once given, may not be amended, revoked or withdrawn without the consent of the Bank. Any such Online Instruction acted on by the Bank shall be irrevocable and binding on the Customer. If a dispute arises at any time in relation to the contents of any Online Instruction, the Bank's records of such Online Instruction shall be conclusive and binding on the Customer.
- (j) The Bank will only act upon or carry out an Online Instruction insofar as it is practicable or reasonable for it to do so and in accordance with its regular business practices and procedures. Any Online Instruction received by the Bank after the applicable cut-off time or on a non-Business Day will be considered to have been received by the Bank on the next Business Day.

- (k) The Customer is responsible for all acts and omissions of each Authorized User and shall ensure compliance of the provisions of the Application Form and these Terms and Conditions by each of the Authorized User.

The Customer shall regularly and carefully check and monitor the Designated Account and its balances each time prior to issuing any instructions to the Bank. The Customer shall inform the Bank immediately of any inaccuracy or irregularity in any of the Designated Accounts or in the event the Customer believes that an unauthorized Online Transaction has been or may be effected. The Customer shall ensure that there are sufficient free and cleared funds available in the Designated Account to perform any Online Transaction. The Bank shall not be obliged to carry out any Online Instruction unless the Designated Account has sufficient funds.

## **6. Authority Profile, User ID and Password**

- (a) Each Authority Profile (including subsequent variations to it, if any) and any change to the User ID or Password must be notified by the Customer to the Bank in such manner prescribed by the Bank and shall become effective upon acceptance by the Bank.
- (b) The Customer shall only disclose the User ID and Password to the Authorized User.
- (c) The Customer shall keep and shall procure each Authorized User to keep, the User ID and Password and the Security Code confidential and are fully responsible for any accidental, intentional or unintentional loss or disclosure to any other person (including any other Authorized User).
- (d) The Customer is advised (i) to change the Password provided by the Bank to a self-selected Password, (ii) to memorize the User ID and the Password and destroy the notice from the Bank of the User ID and the Password, (iii) not to disclose the User ID, the Password or the Security Code to any other person (including any other Authorized User), (iv) to implement security measures to prevent unauthorized access to the User ID, the Password or the Security Code, (v) not to write down or record the User ID, the Password or the Security Code without disguising it, and (vi) to change the Password on a regular basis.
- (e) The Customer acknowledges and accepts in full the risks of the User IDs and/or the Passwords and/or the Security Code of the Customer or the Authorized Users being abused by the Authorized Users or any other person or used for unauthorized purposes.
- (f) The Customer shall notify the Bank as soon as reasonably practicable upon notice or suspicion of any User ID or Password or Security Code being disclosed to or obtained by any unauthorized person or any unauthorized instruction being given or unauthorized transaction being effected. The Customer is bound by and responsible for all transactions involving the use by any person (whether or not an Authorized User) of any effective User ID and/or Password and/or the Security Code prior to the Bank

receiving such notice and the Bank having a reasonable opportunity to take action in respect of such notice.

## **7. Suspension or Termination**

- (a) The Bank may at its discretion restrict, suspend or terminate all or any of the E-Banking Services at any time without giving prior notice or reason to the Customer if the Bank has reasonable grounds for doing so.
- (b) The Bank shall not be liable for any loss or damage suffered or incurred by the Customer arising out of or in connection with suspension or termination of any E-Banking Services for any reason.

## **8. Information Inquiry**

- (a) Any Exchange Rate, loan rate or interest rate quoted by the Bank in or during the course of providing any E-Banking Services is for reference only and is not binding on the Bank unless confirmed by the Bank. Such confirmed Exchange Rate, loan rate or interest rate shall be binding on the Customer upon acceptance by any Authorized User notwithstanding that a different Exchange Rate, loan rate or interest rate might have been quoted by the Bank at the relevant time through other means of communication.
- (b) Information relating to any Designated Account or any Online Transaction made available through the E-Banking Services are for the Customer's reference only. The Bank's records of use of the E-Banking Services by the Customer and all dealings and transactions relating to the Designated Account shall be conclusive and binding on the Customer and the Authorized Users unless and until the contrary is established.

## **9. Recordings, Records and Reference Numbers**

The Bank is authorized to record by any means all Online Instructions and to keep those recordings for as long as the Bank considers necessary.

## **10. Fees and Charges**

E-Banking Services is subject to such fees/charges determined by the Bank in its sole and absolute discretion ("Fees"). The Bank reserves the right to revise the Fee from time to time and such variation shall be binding on the Customer if the Customer continues to maintain or use the E-Banking Services after the effective date of such fee variation. Fees may be collected from the Customer in such manner and at such intervals as the Bank may reasonably prescribe.

## **11. Customer's Undertakings**

- (a) The Customer shall, and shall ensure that each Authorized User shall, use the E-Banking Services in accordance with these Terms and Conditions and the operation policy and procedures relating to E-Banking Services as may be advised by the Bank from time to time.
- (b) The Customer shall, and shall ensure that each Authorized User shall, provide such information as the Bank may request from time to time for the purposes of provision of the E-Banking Services. The Customer represent, warrant, declare and confirm that all such information and any other information provided in and in connection with the Application Form and any other documents the Customer may sign or enter into from time to time is and will be true and correct and that the Bank may from time to time rely on such information in all matters concerning the Bank and the Customer's mutual relations. The Customer hereby undertake to notify the Bank in writing of any change in the information provided in and in connection with the application form and any other banking documents signed or entered into by the Bank and the Customer from time to time.
- (c) The Customer and each Authorized User authorize the Bank to disclose and transfer information relating to the Customer, the Authorized User, the Designated Account, any Online Instruction and/or any Online Transaction to any person in accordance with any applicable law or any rule, regulation, guideline, circular, code of conduct or other requirement (whether or not having the force of law) imposed by any governmental or regulatory authority. The Customer understands that certain particulars given by them are required by for regulatory reasons. The Customer agree and undertake to provide any further information that the Bank or its group companies may require; and that the Customer have no winding-up proceedings initiated against them nor have the Customer ever been adjudicated insolvent.
- (d) The Customer shall not, and shall ensure that each Authorized User not to, tamper with, modify, decompile, reverse engineer or otherwise alter or gain unauthorized access to any part of the E-Banking Services or the Bank's E-Banking portal or any of the software comprised in them. The Bank is entitled to terminate the use of the E-Banking Services by the Customer without notice and to take legal action against the Customer and the relevant Authorized Users for breach of this clause.
- (e) The Customer shall not, and shall ensure that each Authorized User not to, use or knowingly allow any other person to use the E-Banking Services for or in connection with any illegal purpose or activity. The Customer shall notify the Bank immediately after the Customer and/or any Authorized User becoming aware of any such use.
- (f) The Customer shall notify the Bank as soon as reasonably practicable if the Customer or any Authorized User encounters any irregularity or difficulty in using the E-Banking Services.

- (g) The Customer acknowledges that there may be a time lag in the transmission of the Online Instruction, information or communication by electronic means through the use of the E-Banking Services.
- (h) The Customer shall, and shall procure that each Authorized User shall, execute such forms and/or documents and perform such acts as the Bank may request in connection with the use of the E-Banking Services.
- (i) The Customer warrants that it has full power and authority to accept and perform its obligations arising from the Application Form and/or these Terms and Conditions, and, where applicable, that all necessary corporate or administrative action has been taken to authorize acceptance and performance of such obligations, and that its acceptance and performance of such obligations will not contravene or conflict with any provision of its constitutional documents.

## **11. Intellectual Property Right**

The Customer acknowledges and agrees that all copyright, patent, trademark, service mark, proprietary property, trade secret, exclusive works and intellectual property relating to the E-Banking Services (including its form, format, mode, configuration, presentation and expression) are and shall remain the exclusive property of the Bank. No right, title or interest, other than the right to access the E-Banking Services subject to these Terms and Conditions, is conveyed or transferred to the Customer or any Authorized User.

## **12. Exclusion of Liability and Indemnity**

- (a) The Bank shall not be liable for any loss or damage suffered or incurred by the Customer or any Authorized User as a result of or arising from:-
  - i. use of the E-Banking Services by the Customer, the Authorized User or any other person in any manner inconsistent with the provisions of these Terms and Conditions, including the failure of the Customer or any Authorized User to exercise due care in safeguarding loss or unauthorized disclosure or use of any User ID or Password;
  - ii. the Bank acting on any Online Instruction which is given to the Bank by using an effective User ID and Password;
  - iii. any error, discrepancy or other miscommunication or misinterpretation arising in respect of the Online Instruction including, without limitation (i) any error in transmission of the Online Instruction; or (ii) any misunderstanding or errors by the Bank regarding the identity of the Customer or the Authorized User; or (iii) any oversight or omission to carry out any Online Instruction or request contained in the Online Instruction; or any lack of clarity in or misinterpretation by the Bank, and the Bank shall not be liable for acting or relying on the Online Instruction where the person(s) sending the Instructions (whether or not the

- person(s) purported to be authorized to do so) was not authorized to do so. The risk that any error, discrepancy or other miscommunication or misinterpretation may occur in respect of any Online Instruction shall be borne by the Customer. Without prejudice to the foregoing, the Bank may at its sole discretion and without giving any reason, refuse to act on any Instructions;
- iv. inability of the Customer or any Authorized User to access or use the E-Banking Services;
  - v. any failure by the Bank to provide the E-Banking Services or to perform any obligation or to take any action where such inability or failure is attributable directly or indirectly to any circumstance or event beyond the reasonable control of the Bank, including any equipment or computer malfunction, power, network, telecommunication or mechanical failure or breakdown or inadequacy, interruption, interception, error, delay or loss in transmission, or transfer facilities, or the act or omission of any third party, unless (and only to the extent of direct and reasonably foreseeable loss and damage (if any)) arising directly and solely from the gross negligence or willful default of the Bank or any of its officers, employees or agents;
  - vi. any inaccurate or incomplete data, or corruption, interception, deletion or loss of data due to fault, failure or malfunction of the Computer System;
  - vii. the E-Banking Services not being available, being restricted, varied, amended, suspended or terminated or becoming inoperative;
  - viii. the Customer's failure to carry out his responsibilities as provided in these Terms and Conditions;
  - ix. any loss of profits or opportunity or any other consequential or indirect loss or liability caused by the use of or inability to use the E-Banking Services or from any errors, inadequacies or failures of any machine, the Bank's website, internet, the Computer System, data processing system or transmission link or any industrial dispute or any other factor outside the control of the Bank or outside the control of the agents or sub-contractors of the Bank, whether caused by negligence or otherwise; and/or
  - x. any intrusion or attack by any person or party on any hardware, software or system used in relation to the E-Banking Services or on Internet, including but not limited to viruses, Trojan Horses, worms and/or macros or other harmful components or disabling devices that may suspend, disrupt or disable E-Banking Services or any part thereof.
- (b) In no event shall the Bank be liable to the Customer, any Authorized User or any other person for any incidental, indirect, special, consequential or exemplary damages including any loss of use, revenue, profits or savings.
- (c) The Bank does not warrant or represent that the E-Banking Services are free from any virus or other destructive features which may adversely affect the hardware, software or equipment of the Customer or any Authorized User.

#### **14. Unauthorized Online Transaction**

- (a) The Bank will take reasonably practicable steps to ensure that its systems in connection with the E-Banking Services are installed with adequate security designs and have measures in place to control and manage the risks of operating the systems, taking into account any applicable laws, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to the Bank from time to time.
- (b) The Customer shall remain responsible and liable, for all unauthorized Online Transaction carried out through the use of the Security Code for as long as the same is not due to unreasonable security weaknesses or unreasonable failure (Unreasonable here refers to a standard which is lower than is the norm or expectation in the banking industry for the same type of service contemplated in the Terms and Conditions) within the E-Banking Services, until such time when the Bank has received written notification of the same from the Customer.

#### **15. Set-Off/Lien**

The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the Designated Account or in any other account(s), to the extent of all outstanding dues, whatsoever, arising as a result of the E-Banking Service used by the Customer after giving prior notice to the Customer.

#### **16. Usage of the E-Banking Services**

- (a) The Bank grants the Customer a personal, limited, non-exclusive, revocable, non-transferable and non-sublicense able license to use the E-Banking Services subject to the Terms and Conditions. Where applicable, the Bank may provide certain parts of the E-Banking Services under license from third parties, and the Customer shall comply with any additional requirements on the usage of the E-Banking Services as communicated to the Customer by the Bank from time to time.
- (b) The Bank is providing the E-Banking Services to the Customer for the Customer's internal use, and only for the purposes, and subject to these Terms and Conditions. The Customer may not use the E-Banking Services on behalf of third parties without the Bank's permission. The Customer may not sell, lease, or provide, directly or indirectly, the E-Banking Services or any portion of the E-Banking Service to any third party except as permitted by these Terms and conditions.
- (c) the Bank may from time to time provide links to third party website(s) and contents, products and services provided by the third party service providers; the Bank may not have reviewed all the third party website(s) and therefore inclusion of links to such



- third party website(s) shall not be construed as or deemed to be the Bank's endorsement or approval of the same or any of the contents thereof;
- (d) the Customer accesses, enters or uses any links to third party website(s) or deals with third party provider(s) entirely at his own risk;
  - (e) the Customer shall contact the relevant third party provider(s) to obtain further information and/or clarifications to resolve any questions before using, entering or accessing third party website(s) or have any dealings with the Third Party Provider(s); and;
  - (f) in accessing, entering or using the third party website(s) or dealing with third party service provider(s); the Bank may need to transfer certain personal data to the third party service provider(s) and the Customer agrees to be subject to the terms and conditions and privacy policy (if any) of those third party provider(s) and it is the Customer's responsibility to understand and determine the suitability of those terms and conditions and privacy policy of and the service and products provided by the third party provider(s);
  - (g) With respect to any market data or other information that the Bank or any third party service providers provide to the Customer in connection with the Customer's use of the E-Banking Services, (i) the Bank and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect; (ii) the Bank and any such provider are not responsible or liable for any actions that the Customer takes or does not take based on such data or information; (iii) the Customer will use such data or information solely for the purposes set forth in these Terms and Conditions; (iv) such data or information is proprietary to the Bank and any such provider and the Customer will not retransmit or disclose such data or information to third parties except as required by applicable laws, rules and regulations; and (v) the Customer's will use such data or information solely in compliance with applicable laws, rules and regulations
  - (h) E-mail, chat and instant messaging features may be provided to the Customer as a convenience to enhance the Customer's communications with the Bank. If provided, the Customer shall use these features in compliance with applicable laws, rules and regulations, and the Customer shall not use them to transmit inappropriate information, including information that may be deemed obscene, libelous, harassing, fraudulent or slanderous. The Bank is not responsible for any transactions the Customer may attempt to enter or orders or instructions the Customer may attempt to make by means of these services.
  - (i) The Customer shall be solely responsible for any losses, damages or costs that it may incur as a result of errors made by, or the failure of, the software or equipment that the Customer uses to access the E-Banking Services. Where the Bank provides, or arranges for the Customer to have, access to or use of third party electronic services and facilities, this is solely for the Customer's convenience, and the Bank accept no

liability for, and make no representations or warranties concerning, the provision of such access or such use.

## **17. Representations and Warranties**

- (a) The Customer represents and warrants to the Bank that its use of the E-Banking Services will comply with all applicable laws, rules and regulations and the user guides, policies and procedures applicable to the E-Banking Services and these Terms and Conditions and any other agreement between the Customer and the Bank, as may be amended from time to time.
- (b) The Customer represents and warrants to the Bank that:-
- i. it is duly incorporated and is validly existing under the laws of Malaysia (or such other jurisdictions acceptance to the Bank) and it has full legal right, authority and power to subscribe to the E-Banking Service and to enter into and to exercise its rights and perform its obligations under the Terms and Conditions;
  - ii. it is conducting its businesses and operations in compliance with the applicable laws and regulations;
  - iii. the Terms and Conditions constitutes legal, valid and binding obligations of the Customer enforceable in accordance with its terms and that the obligation of the Customer under the Terms and Conditions;
  - iv. the acceptance of the Term and Conditions and delivery and performance thereof do not and will not (aa) exceed the power granted to that the Customer or violate the provisions of any law or regulation or any order or decree of any governmental authority, agency or court to which that Customer is subject; (bb) result in any actual or potential default under any other contracts binding on the Customer or to which it is subject; and (cc) contravene any of the provisions of its Memorandum and Articles of Association.
- (c) The Bank makes no warranty, express or implied, to the Customer concerning the E-Banking Services. The Customer expressly acknowledges and agrees that the Bank has made no recommendation with respect to the E-Banking Services or any transactions and that the Bank and any third party service providers provide the E-Banking Services on an “as-is” basis, at the Customer’s sole risk. The Bank expressly disclaim any implied warranties of merchantability or fitness for a particular purpose, including any warranty for the use or the results of the use of the E-Banking Services with respect to their correctness, quality, accuracy, completeness, reliability, performance, timeliness, continued availability or otherwise. The Bank and such third party service providers are not responsible for maintaining the E-Banking Services or for supplying any corrections, updates or releases concerning the E-Banking Services.

## **18. Amendments**

The Bank may revise these Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time. Any revision or addition to these Terms and Conditions shall become effective subject to the Bank giving notice to the Customer which may be given by posting it on the Bank's website or by such other means as the Bank thinks fit and thereupon such amendments and/or variations shall be deemed to become effective and the relevant provisions of the Terms and Conditions shall be deemed to have amended and/or varied accordingly and shall be read and construed as an integral of the Terms and Conditions, and shall be binding on the Customer if the Customer continues to maintain or use the E-Banking Services on or after the effective date of the revision or addition.

## **19. Communication**

- (a) The Bank shall be entitled to prescribe from time to time, the form and mode of communication for the purposes of the E-Banking Services.
- (b) Communications delivered personally, sent by post, facsimile transmission or e-mail shall be deemed to have been received by the Customer (where delivered personally) at the time of personal delivery or on leaving it at such address last notified by the Customer to the Bank.

Communications sent by the Customer to the Bank shall be deemed to have been delivered to the Bank on the day of actual receipt by the Bank.

## **20. Severability**

Each of the provisions of the Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid, unlawful or unenforceable in any respect under the laws of any jurisdiction, the legality, validity, lawfulness and enforceability of the remaining provisions shall not be affected in any way and shall continue to be legal, valid, lawful and enforceable to the fullest extent permitted by law.

## **21. Waiver**

No act, delay or omission by the Bank shall affect its rights, powers and remedies under these Terms and Conditions or any further or other exercise of such rights, powers and remedies. The rights, powers and remedies of the Bank under these Terms and Conditions are cumulative and not exclusive of the rights, powers and remedies provided by law.

## **22. Disclosure of Information**

- (a) The Customer consents and permits the Bank and each of its officers to use, store, disclose, transfer, compile, match, obtain and/or exchange (all whether within or outside Malaysia), divulge, reveal or disclose to the below classes of party, any and all

information relating to the Customer, the Designated Account, the Online Instruction, the Online Transaction, or any transaction or dealings between the Customer and the Bank or any transaction by the Customer, for any purpose as the Bank deems fit in its interest to do so:

- i. the authorized personnel within the Bank and/or affiliates of the Bank including but not limited to group of companies within the China Construction Bank group whether in or outside Malaysia (“CCB Group”);
- ii. the professional advisers, consultants, appointed lawyers or solicitors and service providers of the Bank and/or CCB Group;
- iii. any rating agency, insurer, internal auditor or external auditor of the Bank;
- iv. the Central Credit Bureau, BNM (including the Central Credit Reference Information System (CCRIS), the Dishonoured Cheque Information System (DCHEQS), the Perbadanan Insurans Deposit Malaysia (PIDM), the Financial Institutions Statistical System (FISS)) or any other database or system established by BNM;
- v. any person to whom the Bank or CCB Group may disclose or is under any obligation to make disclosure under the requirements of any law binding on the Bank or CCB Group or any other authority which has jurisdiction over the Bank or CCB Group;
- vi. any court, tribunal, regulatory, supervisory, governmental or quasi-governmental authority with (i) jurisdiction over the Bank and/or CCB Group, (ii) jurisdiction over the tax residence of the Customer, the Security Party, associates, subsidiaries or controlling person/entity of any Obligor, or (iii) other jurisdiction as necessary or appropriate in accordance with applicable laws and regulations;
- vii. any credit reference agency that the Bank uses for credit assessment or credit review of the Customer and parties related to the Facility provided by the Bank to the Customer or any other bureau, company or person providing credit checks or who provides direct or indirect credit protection to the Bank or affiliates of the Bank whether or not established or approved by BNM or any other governmental, regulatory authority or body, including but not limited to Cagamas Berhad and/or Credit Guarantee Corporation Malaysia Berhad;
- viii. any Security Party for the Facility;
- ix. any debt collection agencies, third party financial institutions, business partners, insurers, credit card companies, securities and investment services provider, third party reward, loyalty or privileges or programme providers that may be appointed by the Bank;
- x. the business partners of the Bank and/or CCB Group in co-branding, cross-selling, marketing, promoting, improving and furthering the provision of other services by the Bank and/or the CCB Group;
- xi. any party authorised by the Customer;

- xii. the executor(s), administrator(s) or legal representatives(s) of the Customer;
  - xiii. the Bank's actual or potential assignee(s), transferee(s), participant(s) or sub participant(s) in relation to any of the Bank's rights and obligations, acquirer(s) and successor(s)-in-title; and/or
  - xiv. such other party(ies) deemed fit and appropriate by the Bank subject at all times to any law (including regulations, standards, guidelines and/or obligations) applicable to the financial institution in Malaysia.
- (b) The Customer hereby irrevocably consents and authorises, and confirms that it has duly obtained the consent and authority of its directors, shareholders, relevant managers, partners, office bearers, officers, authorised person(s), authorised signatories(ies) and authorised users (collectively, the "Individuals" and each an "Individual") for:
- i. disclosure of their personal data to the Bank;
  - ii. processing by the Bank pursuant to the Personal Data Protection Act 2010 including to use, store, disclose, transfer, compile, match, obtain and/or exchange (all whether within or outside Malaysia), divulge, reveal or disclose for the purpose of the provision of the Facility and/or relevant account(s);
  - iii. the Bank's verification of their personal data with credit agencies; and
  - iv. the Bank to disclose their personal data to the classes of third parties described at Clause 22(a) above.
- (c) The Customer hereby confirms that each Individual has been notified of the following matters:
- i. the Bank may collect the Individuals' personal data directly from the Obligors or from third party sources;
  - ii. purpose for which the Individuals' personal data is collected;
  - iii. the Individuals' right to access their data and correct it;
  - iv. the parties named in Clause 22(a) above to whom the Bank may obtain the Individuals' personal data;
  - v. the choices and means for limiting the processing the Individuals' personal data;
  - vi. whether the personal data requested is obligatory or voluntary, and if obligatory, the consequences for not providing such data;
  - vii. to update the Individuals' personal data as soon as there are changes;
  - viii. the Bank's contact details if the Individuals wish to enquire or give feedback; and
  - ix. to read the Bank's privacy policy available at [www.my.ccb.com](http://www.my.ccb.com).

## **23. Complaint/Dispute Resolution**

- (a) In the event that the Customer have any complaint to lodge or dispute to raise, please specify the nature of such complaint or dispute and refer such matter to :-

**China Construction Bank (Malaysia) Berhad**

Level 20, Menara CCB, Quill 6,  
No. 6, Leboh Ampang,  
50100 Kuala Lumpur,  
Malaysia

Email Address : [customerservice@my.ccb.com](mailto:customerservice@my.ccb.com)  
Telephone Number : +603- 2160 1961

Once the Bank has received the Customer's complaints, the Bank will endeavor to respond to the Customer within fourteen (14) Business Days from the date of the Bank receipt of such complaints or claims from the Customer. The Customer fully understand and agree that the said fourteen (14) days is subject always to the Bank receiving all supporting documents that the Bank may require from the Customer in order for the Bank to proceed and complete investigations. In the event the Bank are unable to resolve the Customer's complaints or claims within the stipulated timeframe, the Bank will notify the Customer in writing at the Customer's last known address in the Bank system for any extension of time which shall not in any case exceed thirty (30) days from the date of the lodgment of the complaint or claims.

#### **24. Acceptance**

The Customer shall demonstrate its knowledge and acceptance of the Terms and Conditions by the act of any of the Customer's Users logging into or otherwise accessing or using the E-Banking Services. If the Customer does not agree with any the Terms and Conditions, the Customer shall not use or attempt to use the E-Banking Services in any manner whatsoever including but not restricted to allowing any of the Customer's users to log or attempt to log into website.

#### **25. Governing Law and version**

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Malaysia and the Customer agrees to submit to the exclusive jurisdiction of the Malaysia courts.

#### **26. Assignment**

- (a) Notwithstanding anything to the contrary in the Terms and Conditions, the Bank shall be entitled at any time during the continuance of the E-Banking Services to assign all or part of its rights and transfer all or part of its obligations under the Terms and Conditions to another party.

The Customer shall not assign, novate or otherwise transfer any of its rights and obligations hereunder whether in whole or in part to the third party without the prior written consent of the Bank.

## **27. Entire Agreement**

- (a) Save as specifically provided herein, the Terms and Conditions supersedes all other prior proposals oral and written, all previous negotiations and all other communications or understandings between the Bank and the Customer and constitutes the entire agreement between the Parties in respect of the E-Banking Services.
- (b) The Terms and Conditions shall be binding upon and inure for the benefit of the assigns and successors in title of the Customer and the heirs, personal representatives and successors in title of the Customer.

## **28. Indemnity**

The Customer hereby irrevocably and unconditionally undertake to indemnify the Bank in full against all losses, damages, liabilities, claims, costs and expenses whatsoever which the Bank may sustain or incur as a result of or arise out of the Customer's breach or violation of the Terms and Conditions or any third party rights or the Customer's use or purported use of the E-Banking Services or due to the delay and/or failure of E-Banking Services as well as all legal costs as between solicitors and clients and all other costs and disbursements incurred for or in connection with demanding and enforcing the Terms and Conditions, unless the same was a result of willful default or gross negligence on the part of the Bank.