

TERMS AND CONDITIONS OF BSNeBIZ

1.0 TERMS AND CONDITIONS

1.1 The following terms and conditions ('T&Cs') and any revision or amendment thereto shall govern the Customer's access and use of the BSNeBiz system under the domain name www.bsnebiz.com.my ('BSNeBiz') and the Services provided therein by Bank Simpanan Nasional ('BSN'). By accessing BSNeBiz and/or using the Services, the Customer agrees to be bound by these T&Cs without limitation or qualification.

2.0 DEFINITIONS AND INTERPRETATIONS

2.1 In these T&Cs, save where the context otherwise requires, the following words and expressions shall bear the following meanings namely:

"Autodebit Enrolment File"	- the enrolment file submitted by the Customer via BSNeBiz authorising BSN to perform the autodebit transactions as are necessary from the Payor's Bank Account for the payments to the Customer for services provided by the Customer and/or any other payments that may be processed via BSNeBiz;
"Autodebit Form"	- the autodebit form in BSN's standard format available at all BSN branches which may be varied or amended or modified from time to time or in the Customer's customized format as approved by BSN authorising BSN to make such deductions as are necessary from the Payor's Bank Account in respect of payments to the Customer for services provided by the Customer and/or any other payments that may be processed via BSNeBiz;
"Autodebit Instructions"	- the Customer's instructions to BSN to deduct the Payment due to the Customer from the Payor's Bank Account;
"BSN Credit Card"	- any credit card issued by BSN;
"Bank Account"	- a BSN savings account;
"BSNeBiz"	- a corporate banking portal for registered business entities to access and to perform/utilize the Services;
"Customer's Account"	- the Customer's BSN savings account into which the Payment shall be deposited and/or from which Payment shall be made in relation to the relevant Services;
"Customer"	- entity/person that has registered for BSNeBiz and utilizes the Services pursuant to these T&Cs;
"Cut Off Time"	- the times between 7.00am and 8.00pm and/or such other times as stipulated under these T&Cs and/or as BSN may decide from time to time where uploading of the Data is carried out;
"Data"	- all the relevant information required for the transaction/execution of the Services;
"Deduction Date"	- the date specified in the Autodebit Instructions;
"File"	- an electronic file containing the Data;
"Instruction"	- the instruction(s) from the Customer to carry out the Services through the security code or token which shall be deemed as the instruction(s) and authorization(s) given by the Customer to BSN to effect the Services;
"Payee"	- the party to whom the Payment shall be deposited from the Customer's Account in relation to the relevant Services who may include: (i) the employees of the Customer; or (ii) the customer of or any entity/person transacting with the Customer who are or are not Bank Account holders;
"Payment"	- the payment of salaries, wages, allowances, bonuses, incentive payments and any other form of payment from the Customer to the Payee or the amount payable by the Payor to the Customer at monthly or other regular intervals in relation to the respective Services and/or any other form of payment as BSN may decide to process from time to time;
"Payment Date"	- the date specified in the Data, excluding non-Working Days;
"Payor"	- the party whose making the Payment to the Customer in relation to the relevant Services;
"RENTAS"	- Real Time Electronic Transfer of Funds and Securities;
"Respective Collection Account"	- Collection account for each statutory body including EPF, SOCSO and LHDN;
"Service Charges"	- the service charge payable by the Customer shall be based on the fees and charges schedule that is available on BSNeBiz and/or as determined by BSN which will be communicated to the Customer upon successful registration of BSNeBiz by the Customer;
"Services"	- the services provided by BSN to the Customer in the BSNeBiz as more particularly set out in Clause 10.0 hereto and such other services as BSN may decide to provide from time to time (references to Services may mean any one of the Services as the context shall require);
"Statutory Body"	- refers to the relevant statutory body (including the successors in the title and assigns thereof) to which Payment will be made by the Customer including: (i) "EPF" i.e. the Employees Provident Fund Board, a body corporate established pursuant to the Employees Provident Fund Act 1991; (ii) "LHDN" i.e. Inland Revenue Board of Malaysia or Lembaga Hasil Dalam Negeri Malaysia, a statutory body established under the Inland Revenue Board of Malaysia Act 1995; (iii) "SOCSO" i.e. the Social Security Organization, a statutory body established under Employees' Social Security Act 1969;
"User ID"	- the identity assigned by BSN to the Customer to enable the Customer to access the BSNeBiz;
"Working Day"	- the day (not being a Saturday, Sunday or public holiday in the Federal Territory of Kuala Lumpur) which BSN is open for business.

3.0 CUSTOMER'S COMPUTER TERMINAL AND NETWORK ACCESS

3.1 The Customer shall be solely responsible:

- to ensure that the Customer's computer terminal and related software and hardware meet the minimum requirements specified by BSN (if any) from time to time; and
- for the installation, maintenance and security of the Customer's computer terminal, related software (including the internet browser software) and hardware used to access BSNeBiz.

3.2 BSN shall not be responsible for any loss, damage or expense incurred by the Customer or any third party from any delay, failure, disruption, malfunction or intrusion to the above.

4.0 APPLICATION PROCESS

The Customer shall:

4.1 Comply with the application process flow as available on BSNeBiz.

4.2 Complete all the necessary information required:

- Access to BSNeBiz
- Click – New Application

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- (c) Complete the information required including but not limited to the 'Company's Information', 'Contact Person' and 'Customer Administrator'
- (d) Select the relevant Services
- (e) Agree with the Terms & Conditions
- (f) Confirm and submit application

4.3 To submit the certified copy of the company registration document and the authorization to register for and the authority to manage the BSNeBiz based on Customer's type of entity as follows via email (as notified by BSN during the registration of BSNeBiz) to BSN:

Companies - Pte. Ltd./Sdn. Bhd. , Limited/Berhad/Public listed (Bursa)

- Super Form (pursuant to the Companies Act 2016)
- Memorandum & Article (M&A)
- Company resolution on the authorization to register for and the authority to manage the BSNeBiz.

Government Bodies / Agencies

- Minutes of Meeting on the authorization to register for and the authority to manage the BSNeBiz.

Sole Proprietorship / Enterprise / Partnership / Limited Liability Partnership

- Registration Certificate
- Authorization Letter (signed by all partners) / LLP's resolution on the authorization to register for and the authority to manage the BSNeBiz.

Club / Society / Association

- Registration Certificate
- Minutes of Meeting on the authorization to register for and the authority to manage the BSNeBiz.

Cooperative

- Registration Certificate
- Minutes of Meeting on the authorization to register for and the authority to manage the BSNeBiz.

Professional Groups (Lawyers / Doctors / Accountants /Etc.)

- Documents from professional bodies
(example : Bar Council)

5.0 TYPES OF ACCESS

5.1 Corporate Administrator (CA): The user will be allowed to manage the user and to conduct maintenance on Customer's BSNeBiz account including to create, edit and delete the user for such account and to manage its access matrix.

5.2 Single User (No Workflow): This access allows for the viewing of account(s) details, and the conduct of transactions via a single user (with no maker or checker function).

5.3 Initiator: This access allows for the viewing of account(s) details and the initiation of transaction only.

5.4 Approver: This access allows for the viewing of account(s) details, the checking and approval of transactions initiated by the Initiator.

6.0 SECURITY POLICY

6.1 The Customer shall refer to and comply with the Security Policy which is available on BSNeBiz.

7.0 BSNeBIZ SYSTEM

7.1 The contents and information which are available on BSNeBiz are provided on an "as is" and "as available" basis and shall not be taken as investment, financial, commercial or business advice or recommendations. The same are provided for general information only and the Customer are advised to seek independent professional advice at all times and obtain independent verification of such information and materials in making any decision based on the said information or materials.

7.2 BSN does not give any kind of warranty, whether express, implied or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement or freedom from viruses. BSN also does not warrant that BSNeBiz will meet the Customer's requirements, be uninterrupted, timely or secure. The Customer hereby agrees that its access to BSNeBiz shall be at all times at its sole risk.

7.3 BSN shall not, at any time whatsoever, be held liable to the Customer or any other person for any loss or damage arising from any interruption or unavailability of BSNeBiz or the access to BSNeBiz for whatever reason.

7.4 The Services are available from 7.00 am to 8.00 pm, seven (7) days a week unless specifically specified otherwise herein or notified otherwise by BSN from time to time. BSN does not in any way, warrant that the Services will be available at all times.

8.0 INSTRUCTIONS

8.1 The Customer can access BSNeBiz only by virtue of the User ID and unless specifically mentioned otherwise herein, BSN will accept the Data via the BSNeBiz within the Cut Off Time. BSN will act upon the Customer's Instruction pursuant to the Data provided by the Customer, subject to the terms and conditions specified herein.

8.2 The Customer shall ensure that the Data is sent to BSN via BSNeBiz before the Cut Off Time not less than one (1) Working Day before the Payment Date or the Deduction Date (as the case may be).

8.3 In the event the BSNeBiz is unavailable for any reason whatsoever resulting in the Customer not being able to upload the Data, the Customer shall be manually sent the Data to BSN in the form of e-mail or any other method from time to time prescribed by BSN to BSN's relevant personnel at the time(s) mentioned in Clause 10.0.

8.4 The Customer shall ensure that the Instruction provided in respect of the Services are complete, accurate and correct.

8.5 BSN shall be and is hereby authorized to rely upon and act in accordance with the Instruction given by or on behalf of the Customer without enquiry on its part as to the identity of the person giving or purporting to give such Instruction or as to the authenticity of such Instruction and that BSN shall be in no way responsible for any misuse or unauthorized use of the Instruction given to BSN or any other issue raised by the Customer in respect of such Instruction.

8.6 Notwithstanding that a transaction may be disputed by the Customer for any reason whatsoever including the reason that the person who gave the Instruction was not authorized by the Customer, BSN shall be entitled to treat such Instruction as binding upon the Customer and BSN shall be entitled to

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take such steps in connection with or in reliance upon such instructions. BSN will not be held liable for any loss, damages and expenses suffered by the Customer or anyone else for complying with such Instructions.

- 8.7 Once issued or transmitted, such Instruction shall be irreversible and shall be conclusive evidence that the Instruction came from the Customer. Nevertheless, upon receipt of any Instruction to cancel, revoke, reverse or amend the Customer's earlier Instruction (which shall be effected one (1) Working Day before the date of which the Service should be performed and by or before the Cut Off Time), BSN may (but is not obliged to) on a best effort basis attempt to effect such cancellation, revocation, reversal or amendment provided that the Customer's earlier Instruction has not been effected or executed by BSN.
- 8.8 BSN shall be entitled to debit the Customer's Account pursuant to the Instruction by the Customer and/or the cut off time of the respective Services (if any) as stipulated in Clause 10.0.
- 8.10 BSN reserves the absolute right not to effect the Customer's Instructions if they are inconsistent with BSN's policy or rules and regulations or any in force for the time being or for any reasons whatsoever.

9.0 DATA

- 9.1 Any Instruction transmitted and/or received by BSN after the Cut Off Time on any Working Day will be treated as given and processed on the next Working Day. The Cut Off Time for the processing of the Instruction and transactions may be varied by BSN from time to time at its absolute discretion without any prior notice to the Customer.
- 9.2 BSN's record of any Instruction, communication, operation or transaction made or performed or processed or effected through BSNeBiz by the Customer through the use of the Customer's Data or any record of transactions maintained by BSN shall be binding and conclusive on the Customer for all purposes whatsoever and shall be conclusive evidence of the transactions and the Customer's liability thereunder and the Customer agrees not to dispute the validity, accuracy or authenticity of such records and evidence.

10.0 SERVICES

10.1 The following Services are provided by BSN to the Customer via BSNeBiz:

- (a) **Bulk Payment** i.e. the service relating to bulk payment which terms and conditions are as specified herein;
- (b) **Autodebit** i.e. the service relating to the autodebit which terms and conditions are as specified herein;
- (c) **Online Payments** i.e. the service relating to online payment which terms and conditions are as specified herein;
- (d) **Statutory Body Payments** i.e. the Services provided by BSN to enable the Customer to make payment to EPF, SOCSO or LHDN through the BSNeBiz as set out herein;
- (e) **Collections** i.e. the service relating to collection which terms and conditions are as specified herein; and/or
- (f) Other services as BSN may decide to provide from time to time which will be notified by BSN to the Customer. Where BSN offers new or additional services, the Customer's subscription and use of such new or additional services shall be subject to these T&Cs.

Further information relating to the Services as stipulated above is available on BSN's website (www.bsn.com.my).

10.2 References in these T&Cs to any services other than the service(s) specifically subscribed by the Customer shall be deemed irrelevant and are inapplicable to the Customer.

10.3 Specific Terms and Conditions for Services

10.3.1 Bulk Payment Service, Online Payment Service and/or Statutory Body Payment Service

- (a) **Pre-requirement**
It is a condition precedent, in the provision of Bulk Payment Service, Online Payment Service and/or Statutory Body Payment Service via BSNeBiz that the Customer shall open a Bank Account with BSN and to comply with the provisions under Clause 4.0 herein.
- (b) **Crediting of Funds**
 - (i) Bulk Payment Service and/or Online Payment Service via BSNeBiz.
 1. Notwithstanding Clause 8.2 where the Payment Date falls on a Saturday or a Monday then the Customer shall ensure that the Data is received by BSN and the funds required to process the Payment into the Payee's Bank Account ('Funds') have been credited into the Customer's Account before the Cut Off Time on the preceding Friday.
 2. No cut off time for crediting of funds for real time payment through Bulk Payment Services.
 - (ii) Statutory Body Payments Service
 1. Notwithstanding Clause 8.2, where the Payment Date falls on a Saturday or a Monday then the Customer shall ensure that the Data is received by BSN and the funds required to process the Statutory Body Payment into the Respective Collection Account ('Funds') have been credited into the Customer's Account before the Cut Off Time on the preceding Friday.
 2. The Customer shall also ensure that the Funds have been credited into the Customer's Account before 5.30 pm, one (1) Working Day prior to the Payment Date ('Due Date'). In the event BSN fails to receive the Funds from the Customer on the Due Date then BSN is under no obligation to process the Data.
- (c) **Mode of Forwarding Funds**
For the avoidance of doubt, the Customer may forward the Funds to BSN referred to under Clauses 10.4.1(b)(i) and 10.4.1(b)(ii) above as follows:
 - (i) via RENTAS subject always to BSN's terms and conditions for RENTAS; or
 - (ii) via telegraphic transfer; or
 - (iii) by crediting the Customer's Account; or
 - (iv) any other means as may be approved by BSN.
- (d) **Mode of Transmitting Data in the Event of Unavailability of BSNeBIZ**
The Customer shall manually send the Data to BSN which shall be in the form of email or any other method from time to time prescribed by BSN at the Cut Off Time not less than one (1) Working Day before the Payment Date.

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(e) **Stop Order**

(i) **Bulk Payment Service**

1. In the event the stop order Instruction is received by BSN from the Customer for any reason whatsoever after the Payment has been credited into the Payee's Bank Account, BSN shall not be obliged to debit any amounts from the Payee's Bank Account and the Customer shall be solely responsible to recover such amounts directly from the Payee.
2. No stop order available for real time transaction.

(ii) **Statutory Body Payments Service**

1. In the event the Customer seeks to issue a stop order in relation to any Data already sent to BSN then the Customer shall delete the entire File containing the said Data ("Initial File") sent through the BSNeBiz and send a new File not later than 5.30 pm, one (1) Working Day before the Payment Date. BSN shall not be liable to the Customer for any consequences arising from the failure of the Customer to delete the Initial File resulting in the Initial File being processed for payment.
2. In the event the stop order Instruction is received by BSN from the Customer for any reason whatsoever after the Payment has been credited into the Respective Collection Account, BSN shall not be obliged to debit any amounts from the Respective Collection Account and the Customer shall be solely responsible to recover such amounts directly from the respective statutory body.

(f) **Reconciliation of Data**

The Customer may download the Data from BSNeBiz within one (1) Working Day from the Payment Date.

10.3.2 Autodebit Service

(a) **Pre-requirement**

It is a condition precedent to the provision of the Autodebit Service via BSNeBiz that the Customer shall:

- (i) open a Bank Account with BSN;
- (ii) complete and submit the Autodebit Form to BSN's branch or submit the Enrolment File via BSNeBiz; and
- (iii) comply with the provisions under Clause 4.0 herein.

(b) **Enrolment and Payee Verification**

The Customer shall send the Data of the Payee to BSN via the BSNeBiz for the purpose of registration of the Payee's information into BSN's auto debit system. The Customer hereby undertakes to verify the identity of the payee and to ensure the accuracy and correctness of the Data sent to BSN.

(c) **Authenticity/Validity and/or Omission/Error of Autodebit Form/Autodebit Enrolment File**

- (i) BSN is under no obligation to verify the authenticity and/or validity of the Autodebit Form or the Autodebit Enrolment File completed by the Customer and/or the accuracy of any data or information specified therein.
- (ii) The Customer shall indemnify and keep BSN fully indemnified in the event of any dispute raised by any party in respect of the authenticity and/or validity of the Autodebit Form or the Autodebit Enrolment File and/or the accuracy of its contents. BSN shall not be responsible or liable for any such dispute and the said dispute, if any, shall be dealt with and resolved by the Customer.

(d) **Autodebit Instructions**

- (i) The Autodebit Instructions shall be provided by the Customer to BSN via the Data file which will be uploaded on BSNeBiz.
- (ii) The Customer acknowledges that the Autodebit Service in relation to any particular Customer may be performed and be successful only if the Customer has sufficient funds in the Customer's Account.
- (iii) Any variation to the Autodebit Instructions shall be communicated by the Customer to BSN via BSNeBiz one (1) Working Day before the date of which the Service should be performed and by or before the Cut Off Time which will then be processed by BSN by updating its records to give effect to such instruction provided that the same has been validly given.
- (iv) For the avoidance of doubt, if the Deduction Date falls on a non-Working Day or a public holiday, BSN is not under the obligation to process the Autodebit Instructions and shall process the Autodebit Instructions on the next Working Day.

(e) **Amendment, Cancellation or Variation of the Autodebit Form/Autodebit Enrolment File**

The Customer's amendment, cancellation or variation of the Autodebit Form or the Autodebit Enrolment File will be notified in writing (via e-mail/letter) by the Payee to the Customer as soon as practicable but not later than three (3) Working Days from the Customer's receipt of the Autodebit Form and the Customer shall immediately thereafter notify BSN of the said amendment, cancellation or variation but such notification shall not affect BSN's obligations to carry out the Customer's amendment, cancellation or variation of the Autodebit Form.

(f) **Mode of Transmitting Data in the Event of Unavailability of BSNeBiz**

- (i) The Customer shall manually send the Data to BSN which shall be in the form of email or any other method from time to time prescribed by BSN at the Cut Off Time not less than one (1) Working Day before the Deduction Date.
- (ii) BSN shall perform the Autodebit Service in respect thereof on the Deduction Date.

(g) **Stop Order**

In the event the Customer seeks to issue a stop order in relation to any Data already sent to BSN then the Customer shall delete the entire File containing the Autodebit Instructions sent through the BSNeBiz and send a new Autodebit Instructions not later than 5.30 pm, one (1) Working Day before the Deduction Date. BSN shall not be liable to the Customer for any consequences arising from the failure of the Customer to delete the Initial File resulting in the Initial File being processed.

(h) **Reconciliation Of Data**

The Customer may download the Data from BSNeBiz within (1) Working Day from the Deduction Date.

(i) **Customer's Liabilities**

- (i) In the event of any error, delay, wilful act, negligence or omission occurs in cases of payments via the Autodebit Instructions, BSN's responsibility to remit such amounts to the Customer shall depend solely on the availability of funds in the Customer's Account at the relevant time.
- (ii) With regard to the Autodebit Form delivered by the Customer to BSN which is signed by the Customer in the presence of an officer of the Customer instead of in the presence of an officer of BSN, the Customer hereby agrees to indemnify BSN in the event of any dispute by the Customer as to the authenticity or validity of the signatures in the Autodebit Form.

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10.3.3 Collection Service

- (a) It is a condition precedent, in the utilization of the Collection Service via BSNeBiz that the Customer shall open a Bank Account with BSN and to comply with the provisions under Clause 4.0 herein.
- (b) Upon any payment being made by a Payor to the Customer at BSN's counter, ATM, CDM, myBSN Online Banking, Agent Banking (EBB), BSN Credit Card and/or any other payment method that may be approved by BSN from time to time, the Payment will be credited into the Customer's Account;
- (c) The Data will be reflected and be accessible by the Customer on BSNeBiz.

11.0 SERVICE CHARGE

- 11.1 In consideration of BSN agreeing to offer the Services to the Customer in accordance with these T&Cs, the Customer hereby agrees to pay the Service Charges.
- 11.2 The Service Charges shall be automatically debited ('Automatic Debiting') by BSN from the Customer's Account upon completion of each transaction of the respective Services provided that the Customer's Account has sufficient balance for such deduction.
- 11.3 BSN shall be entitled to vary the Service Charges at its absolute discretion, subject to giving twenty one (21) days' prior notice via such mode as BSN deems appropriate. The Customer shall be deemed to have accepted the revised Service Charges if it continues to use the Services.
- 11.4 The Customer shall not be entitled to any reduction in the Service Charges by reason of non-functioning of the Services at any time.

12.0 CONFIDENTIALITY, DISCLOSURE OF CUSTOMER DATA AND PERSONAL DATA PROTECTION

- 12.1 The Customer shall comply with BSN's Privacy Policy that is available on BSN's website (www.bsn.com.my) and all the security and secrecy provisions imposed by any law, regulation, rule or guideline and/or by any authority or body having regulatory powers over it, including and not limited to the provisions under the Development Financial Institutions Act 2002 ("DFIA") and the Personal Data Protection Act 2010 ("PDPA"), and any variation, modification, substitution and amendment thereto.

- 12.2 The Customer agrees that BSN and each of its officers may divulge or disclose information pertaining to the Customer's Accounts, affairs and/or transactions or Instructions to the following parties:

- (a) within BSN, on the need-to know basis, including individuals undergoing practical training or internship program with BSN and BSN's employee;
- (b) to the Central Credit Unit, Bank Negara Malaysia and/or Inland Revenue Board (IRB);
- (c) to any relevant government or regulatory authorities or such other relevant governmental or quasi-governmental bodies having jurisdiction over BSN;
- (d) to any of BSN's banking products and services strategic partners who are under the duty of confidentiality with BSN;
- (e) any person and/or party to whom BSN is under an obligation to make disclosure under the requirements of any law, rules, regulations and/or guidelines binding on BSN or any other authority which has jurisdiction over BSN;
- (f) to any party providing services or other professional advisers to BSN (including outsourcing vendors, debt collection agents, auditors, solicitors, agents, consultants); or
- (g) to the subsidiary of BSN provided that to whom such information is disclosed to and the purpose of such disclosure will be notified by BSN to the Customer provided further that BSN shall take all reasonable care to ensure that such information shall remain confidential within BSN's group of subsidiaries; and/or
- (h) to any other third parties subject to the Customer's express consent to the same or if required by any Court order, subpoena, law, regulation or by-law.

The Customer acknowledges and agrees that the permission given herein is for the purposes of the DFIA and that no further consent from the Customer is required for the purposes of this clause.

- 12.3 For the purpose of providing the Services to the Customer, BSN may request the Customer to provide its personal data and where applicable, its employees, agents, directors, contact persons, shareholders, representatives, authorized person and shareholdings details of the shareholders. The Customer hereby warrants that the PDPA has been complied with and that consents have been obtained from the Customer or where applicable, the Customer's employees, agents, directors, contact persons, shareholders, representatives and authorized persons in relation to the disclosure and processing of their personal data for the aforesaid purposes.

- 12.4 The Customer consents to and authorizes BSN to process (as defined under the PDPA) including to transfer the Customer's personal data to other external parties in Malaysia and in other countries, including but not limited to the parties or bodies listed under Clause 12.2 above for the maintenance, storage and retention of the Customer's personal data, within or outside Malaysia, for the purpose of the provision of Services.

- 12.5 The Customer consents that BSN, its employees, its representatives and/or its agents may contact the Customer from time to time through any means of communication regarding any products or services promotion unless objected to in writing by the Customer.

- 12.6 The Customer confirms that all the personal information and data set forth herein is/are all true, up to date and accurate and should there be any changes to any personal information or data set forth herein, the Customer shall notify BSN promptly.

13.0 ANTI-MONEY LAUNDERING AND COUNTER FINANCING OF TERRORISM

- 13.1 The Customer shall at all times ensure that no funds moving to and from the BSNeBiz account(s) are proceeds of, or will be used for any unlawful activity in contravention of any of the laws of Malaysia.

- 13.2 The Customer undertakes not to:

- 13.2.1 Use the Services, directly or indirectly, for transactions involving any unlawful activity;
- 13.2.2 Conceal or disguise the true nature of any unlawful activity;
- 13.2.3 Utilize any monies from the Services for any money laundering or other unlawful purposes.

- 13.3 The Customer agrees that BSN has the right to request the Customer to furnish BSN with all documents, information and authorisation that BSN reasonably needs to open and maintain the Customer's account for the purposes of BSN meeting 'Know Your Customer', Anti-Money Laundering and Anti-Financing-Terrorism requirements and any other laws and regulations which BSN needs or agrees to keep to. The Customer shall inform BSN promptly, in writing, of any change in any documents, information or authorisation given to BSN, and provide BSN with supporting documents and evidence of any such changes.

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13.4 In order to comply with local or foreign law, regulations, voluntary codes, directives, judgments or court orders, and any authorities, regulators or enforcement agencies, policies, good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation and demands or requests of any authority, regulator, tribunal, enforcement agencies, exchange bodies related to money laundering and unlawful activity, BSN has the right to take any action it believes to be necessary, which includes freezing of funds, preventing operation of an account, refusing a request for funds from the Customer, not allowing Customer to use the Services or delaying or cancelling a transaction. BSN does not require to notify the Customer until a reasonable time after it is permitted to do so under those law or policies. BSN will not be liable for any loss arising out of any action taken or any delay or failure by BSN, in performing any of its duties or other obligations.

14.0 RECONCILIATION OF DATA

14.1 The Parties hereby agree that the accuracy and validity of the Data shall be solely the responsibility of the Customer and BSN shall not be obliged to verify or inquire further into any aspect of the same.

14.2 The Customer may download the Data in respect of the Services within one (1) Working Day from the respective dates mentioned in Clauses 10.3.1(f) and 10.3.2(h).

14.3 The Customer agrees that the Data shall in the absence of manifest error be *prima facie* proof of the Payment and shall be admissible in court as evidence and proof of the same.

14.4 In the event of any discrepancy, the Customer shall inform BSN of the same immediately upon its receipt of the Data, whereupon BSN shall within seven (7) Working Days from such notice furnish the Customer with the relevant electronic journal, generated report, advice slip or other form of receipt for the same as proof of the respective Services' transaction(s).

14.5 In the event the Data cannot be downloaded by the Customer from BSNeBiz for whatsoever reason or in the event of a failure or malfunction of BSN's systems, BSN shall make reasonable efforts to continue the provision of the Services pending resolution thereof.

14.6 The Automatic Debiting shall not be reflected in the Data.

15.0 INDEMNITIES AND LIABILITIES

15.1 BSN

15.1.1 BSN shall be absolved from any liability whatsoever in respect of:

- (a) any delay, failure or error in the Customer's access or use of BSNeBiz and/or the Services or the inability to access or use the BSNeBiz (or any third party hyperlink to or from BSN's website), reliance on the information contained in the BSNeBiz, any technical, hardware or software failure of any kind, the interruption, error, omission, delay in operation, computer viruses, or otherwise;
- (b) any error or omission arising in the Payment made in reliance of the Data provided by the Customer to BSN;
- (c) fraud, unauthorised act, any negligent act, misconduct, mistake or default of the Customer or its officers, directors, employees, servants or agents;
- (d) the insolvency of or any legal action taken by any other party against the Customer;
- (e) any loss or destruction of any transactions effected via the Services while in transit or being communicated by electronic or other means from the Customer to BSN or not in its possession which are not due to the default or negligence of BSN;
- (f) any indirect, special, incidental or consequential loss to the Customer including any loss of profits, loss of business, loss of use, loss of goodwill, loss of savings or other consequential, special, incidental, indirect, exemplary or punitive damages suffered by the Customer by reason of any delay in performance or non-performance or breach of any obligations of BSN whether arising from any negligence, breach of these T&Cs or howsoever and/or arising from the acts or omissions of BSN or any of BSN's employees, independent contractor, representatives and/or agents;
- (g) any loss of or damage to the Customer's data, software, equipment, network access or other equipment used to access BSNeBiz.

15.2 The Customer

15.2.1 The Customer hereby agrees to be liable for, indemnify and hold harmless BSN from and against any and all losses, claims, damages, liabilities, obligations, costs, fees and expenses whatsoever (including legal fees on a solicitor and own client basis) that are caused by reasons or arising from the following:

- (a) any breach by the Customer of any of its obligations, undertakings and/or covenants under these T&Cs;
- (b) the Customer's use of BSNeBiz and/or the Services; or
- (c) any action or claim by any person arising from misconduct, mistake, default, fraud, negligence or unauthorised act of the Customer, its employees, servants or agents;
- (d) acceptance of any Instruction given by the Customer or breach by the Customer of any of the terms and conditions of any of BSN's payment/collection method;
- (e) the Customer's failure to take reasonable steps to keep the User ID private and/or secure at all times;
- (f) BSN enforcing its rights against the Customer;
- (g) The unauthorized access to or use of the Customer's accounts through BSNeBiz and to which the Customer has contributed by the Customer's failure to comply with these T&Cs. This includes (but is not limited to) if the Customer:
 - (i) Selects an unsuitable or weak password;
 - (ii) Fails to reasonably safeguard its User ID and password from unauthorized use; or
 - (iii) Unreasonably delays notifying BSN that there has been unauthorized access or activity on the Customer's accounts.
- (h) BSN complying with any court judgment or any court order, or any decree or directive or order whether or not having the force of law issued by any legally constituted tribunal body entity or authority, arising from any court actions or court proceedings or from any other proceedings, actions or claims other than that of a court and which are applicable to or directed to or in any way related to the Customer.

15.2.2 For the avoidance of doubt, the Customer shall not be liable for any indirect, special, incidental or consequential damages.

16.0 REPRESENTATIONS & WARRANTIES

16.1 BSN hereby warrants and represents that it has acquired and/or is maintaining the appropriate approvals, licenses and other necessary consents from the relevant authorities to provide the Services to the Customer.

16.2 The Customer hereby represents and warrants that:

- 16.2.1 the application to use BSNeBiz, the use of the Services and the performance of its obligations hereunder are within the Customer's powers and does not constitute a breach of any agreement of the Customer with any party;

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16.2.2 no litigation, arbitration or proceeding is taking place, pending or, to its knowledge, threatened against it or any of its assets which may have a material adverse effect on its business, assets or financial condition; and

16.2.3 any information furnished by the Customer to BSN does not contain any untrue and/or misleading statement, or omit to state any fact the omission of which makes the statements therein, in the light of the circumstances under which they were made, inaccurate or misleading.

16.3 The Parties shall rely upon the other's representations and warranties herein without any obligation to verify the truthfulness, accuracy or completeness of the same.

17.0 COVENANTS

17.1 The Customer hereby agrees covenants and undertakes as follows:

17.1.1 it shall promptly supply BSN with all necessary information and materials at its own expense as may be required by BSN from time to time (for such reasonable purpose in relation to the Services as may be notified to the Customer) and where applicable, hereby authorises BSN to supplement, modify or reproduce such information and material in order to correct any errors, ensure compatibility and appropriateness of the same for such purpose provided always that prior approval of the Customer shall be obtained for any proposed change thereof;

17.1.2 The Customer shall ensure that any information that the Customer provide to BSN in relation to BSNeBiz or the Services are true, complete and updated. In the event that there are any changes to the said information and details, the Customer shall notify BSN immediately. The Customer acknowledges that BSN shall not be liable for and that the Customer shall indemnify BSN for any loss or damage that may arise due to the Customer's failure or delay to keep BSN updated as to any changes to the said information; and

17.1.3 The Customer shall at all times utilize the Services in compliance with these T&Cs.

18.0 SUSPENSION AND TERMINATION

18.1 BSN may at any time, suspend or terminate the Customer's right of access to BSNeBiz or any part thereof or of any medium it is made available under:

- (a) due to the Customer's breach or potential breach of any terms herein, laws and/or regulations;
- (b) if the Customer fails to pay any Service Charges when due;
- (c) due to fraudulent or suspicion of fraudulent act caused by the Customer;
- (d) for the purpose of ensuring or maintaining the security of BSNeBiz and its other users where BSN deems appropriate;
- (e) if the Customer has provided BSN with false or incomplete information or if any of the representation and warranties provided by the Customer is found untrue, inaccurate and/or misleading;
- (f) if the Customer becomes or threatens to become or is in jeopardy of becoming subject to any form of insolvency administration;
- (g) in the event that the Customer does not login to BSNeBiz for a continuous period of thirty (30) days, the Customer's access shall be deemed inactive and subsequently, in the event it remains idle for a period of one hundred and eighty (180) days from the Customer' last login, the Customer's access to BSNeBiz shall be automatically deactivated; and/or
- (h) if it is directed or instructed by Bank Negara Malaysia or any other relevant authorities to effect the same.

18.2 The Customer may terminate its access to BSNeBiz without assigning any reason by giving a twenty one (21) days' written notice to BSN, which shall be duly executed by the Customer's authorized personnel, specifying all relevant details pertaining to its access and use to BSNeBiz together with a mandate, circular resolution or minutes of meeting (as applicable) authorising the said termination upon which the Customer's registration to BSNeBiz and subscription to the Services shall be cancelled accordingly by BSN and BSN shall be obliged to effect the Customer's instructions after the receipt of the Customer's notice of termination.

18.3 Notwithstanding anything to the contrary, BSN reserves the right to suspend or terminate the Customer's access to BSNeBiz and/or use of the Services for any reason whatsoever by giving the Customer a written notice.

18.4 The Customer acknowledges that the suspension and/or termination of BSNeBiz as specified above shall not affect the Customer's liability or obligations in respect of instructions provided to and/or processed by BSN on the Customer's behalf.

18.5 Notwithstanding the suspension and/or termination mentioned herein, BSN's and the Customer's rights and/or obligations and/or liabilities in relation to the obligations, undertakings and covenants hereunder which accrued prior to the date of suspension and/or termination shall continue to be binding upon it.

19.0 DISPUTE RESOLUTION AND ENQUIRIES

For any dispute, enquiry or complaint or should the Customer require further assistance, the Customer may contact BSN via the following contact details. In addition, the Customer are advised to view the BSN's Privacy Policy, Security Statement and Client Charter on the BSNeBiz and/or BSN's website (www.bsn.com.my).

BSN Contact Centre
Tel: 603-2613 1900
Email: customercare@bsn.com.my

20.0 COPYRIGHT

20.1 The Customer acknowledges that all copyrights, trademarks/service marks, patents, logos and other intellectual property rights of BSN and/or its related companies and/or its affiliates in BSNeBiz and the contents thereof and in the 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 BSN and/or its related companies and/or its affiliates as the case may be. The same shall not be modified, copied, distributed, retransmitted, broadcast, displayed, performed, reproduced, published, licensed, transferred, used, sold or commercially dealt with in any manner without the express prior written consent of BSN or the relevant third party. Any unauthorized reproduction, retransmission or other copying or modification of any of the contents of BSNeBiz may be in breach of statutory or common law rights which could be subject to legal action.

21.0 FORCE MAJEURE

21.1 BSN shall not be liable for any failure or delay on its part in performing any of its obligations, or for any loss or damage caused, or charges or expenses incurred or suffered by reason of such failure or delay, in so far as, such failure or delay is occasioned by any cause beyond the control of BSN including (but not limited to) software or hardware viruses or other contaminants, act of terrorism, interruption of network connectivity, network environment and/or electric or power supply, interruption of BSNeBiz, war, strikes, riot, or civil commotion, government action, rules and regulations or legislation of government, acts of God, outbreak of epidemic and/or virus and enemy action.

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22.0 NOTICES

22.1 All notices shall be deemed sufficiently served on each party hereto if sent by ordinary post to, or left at, or by e-mail to, the recipient's business address or e-mail address and shall be deemed to have been delivered to the recipient :

- (a) If sent by post, in the ordinary course of posting;
- (b) If personally despatched, on the same working day of despatch; and
- (c) If e-mailed, upon receipt of e-mailed acknowledgement from the recipient that the same has been received.

23.0 AMENDMENTS, VARIATIONS AND MODIFICATIONS

23.1 From time to time, BSN may revise these T&Cs, subject to giving twenty one (21) days' prior notice to the Customer. If the Customer opts to continue using BSNeBiz after any revision to these T&Cs, the Customer shall be deemed to have accepted the revised T&Cs accordingly.

23.2 Any notification from BSN to the Customer can be made via announcement on BSN's website or at premises or by registered post or ordinary post to the Customer at the current address kept by BSN or through short message service (SMS) or any other manner which deemed appropriate by BSN.

24.0 SEVERABILITY

24.1 Each of the terms in these T&Cs is severable and distinct from the others and if at any time one or more of such terms is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way thereby.

25.0 GOVERNING LAW & JURISDICTION

25.1 These T&Cs shall be governed by the laws of Malaysia, the directives and/or regulations issued by Bank Negara Malaysia and/or the other relevant regulatory body or authority in Malaysia. The Customer hereby consents and submits to the exclusive jurisdiction of the Courts in Malaysia.

26.0 ASSIGNMENT

26.1 BSN may assign these T&Cs, the licenses and any of its rights or obligations hereunder to a party which BSN acquires or purchases its assets or liabilities thereof or to a party that has acquired, merged with or taken over BSN.

27.0 SUCCESSORS BOUND

27.1 These T&Cs including any amendment shall be binding upon the Customer's personal representatives, assigns and successors in title, and the Customer shall not be entitled to assign any of its rights or obligations under these T&Cs herein unless with the express prior written consent of BSN.

28.0 NON WAIVER

28.1 No failure or delay on the part of BSN in exercising any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of such right or power preclude any other or further exercise thereof or the exercise of any other rights or power herein.

29.0 TIME

29.1 Time wherever mentioned herein shall be of the essence of these T&Cs.

30.0 TAX

30.1 Any sum set out herein or otherwise payable by any party hereto to any other party pursuant to these T&Cs shall be deemed to be exclusive of any tax imposed or will be imposed by the Government of Malaysia or any other competent authority in Malaysia based on the prevailing rate which is chargeable on the Service (or services) for which such sum is (the whole or part of) the consideration for tax purposes (if applicable).

[END OF THE TERMS AND CONDITIONS]