



## Conditions

### Terms and Conditions for Remittances

1. Service provided herein include the issue of Demand Drafts and Banker's Cheque, effecting funds transfer via Telegraphic Transfer ("TT"), Mail Transfer, Interbank GIRO ("IBG") or other electronic modes of funds transfer as the Bank may determine in its absolute discretion. The Bank shall be at liberty to make use of any agent, sub-agent or correspondent in issuing or effecting the relevant services.
2. The Bank may send messages pertaining to TT or other modes of electronic fund transfer by either cable, telex, telephone, facsimile or electronically as may be determined by the Bank, in either explicit language, code or either as it deems fit.
3. Application shall be irreversible and irrevocable once delivered to the Bank unless otherwise permitted by the Bank. Application for any of the Services received after the respective stipulated cut-off time will be held over until the next banking day. The provision of the Services would also held over if it is a non-banking day in the Federal Territory.
4. Encashment of the draft or payment of the transferred funds is subject to the rules and regulation of the country where draft is to be encashed or payment is to be made. Demand Draft and Banker's Cheque required to be repurchased by the Bank at the request of the Customer shall be surrendered to the Bank duly endorsed by the Customer and shall be made only in Ringgit Malaysia (RM). Demand Draft in foreign currency will be converted to RM at the Bank's buying rate for that foreign currency at the time of the draft is repurchased.
5. Refund of any remittance will be made only after the Bank receives confirmation of effective cancellation of the remittance from its correspondent or agent and an acceptable letter of indemnity from the Customer. In the case of lost, stolen or destroyed Local Demand Draft or Banker's Cheque, the customer shall in addition provide an acceptable letter from the beneficiary confirming non-receipt of the Demand Draft or Banker's Cheque. Refund shall be made only in RM less costs, charges and expenses. Remittance in foreign currency will be converted to RM at the Bank's buying rate for the foreign currency at the time of refund.
6. All costs and expenses incurred in respect of the amendments, reversals, cancellations and/or refunds shall be solely borne by the Customer.
7. Notwithstanding any provisions herein contained, the Bank reserves the absolute right to reject any application submitted to the Bank in its absolute discretion and without having to disclose its reason(s) for doing so and its decision shall not be questioned on any account whatsoever.
8. The Bank shall be entitled to impose service fees and other charges for the Services utilized by the Customer. The Bank reserves the absolute right to vary such service fees and charges at any time and from time to time without any prior notice to the Customer.
9. The Customer shall ensure that all information provided herein are accurate and correct.
10. The Bank shall not be liable to the Customer or any third party for damages, loss of profits or earnings, goodwill or any type of special/exemplary incidental, direct or consequent at loss or damage howsoever arising whether by way of omission, negligence, any breach of contract or otherwise and whether or not the Bank has been advised of the same for any of the followings:
  - for any misdescription or error including incorrect name(s) or account number(s) or amount of the applicant(s) in any information provided to the Bank, in the event the transmission of messages is delayed, failed or otherwise interrupted due to reasons beyond the Bank's control including but not limited to fire, earthquakes, landslides, flood;
  - epidemics, natural catastrophe accident, riots, civil disturbances, industrial disputes, act of public enemy, embargo, war, act of God or any failure or disruption to telecommunications, electricity, water, fuel supply or any factor in a nature of a force majeure or beyond the control of the Bank;
  - but in the event the Bank is found liable, the Bank's sole and entire liability for any such demands, claims or action shall not exceed the amount of the application involved which gave use to the claim.
11. The Customer undertakes to indemnify the Bank fully and completely and against all claims, demands, actions proceedings, loss and expenses (including legal costs as between solicitor and own client) and all other liabilities of whatsoever nature or description which may be made taken incurred or suffered by the Bank in connection with or in any manner arising out of the provision of the Services or the acceptance of any application made by the Customer of any of the Terms and Conditions. The liabilities of the Customer shall be continuing liability and will remain in full force and effect until the liability, if any, of the Bank is fully discharged.
12. The Bank reserves the right to amend, add to, delete or vary any or all of the Terms and Conditions and/or vary or terminate all or any part of or the scope of the Services at any time and from time to time as it deems fit.
13. In the event of any discrepancy or dispute in the interpretation of the Terms and Conditions contained herein whether in the English or Bahasa Malaysia or other versions, the English language version shall prevail.



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