

E-BANKING FUND TRANSFER SERVICES TERMS AND CONDITIONS (“Terms and Conditions”)

1. The Customer agrees and acknowledges that the E-Banking platform have been granted by the Bank to the Customer on a revocable, non-transferable, non-exclusive basis for the sole use of effecting payments through the Bank’s E-Banking Service only and for no other purpose.
2. The Customer agrees and understands that this Terms and Conditions shall be applicable to the Customer in the event the Customer uses/agrees to use the Fund Transfer Services via the E-Banking Service.
3. The Bank shall debit the Designated Account of the Customer upon receipt of the Online Instruction from the Authorized User. If the Transferred Amount exceeds the balance in the Designated Account, or the Transferred Amount exceeds the transfer limit as imposed by the Bank from time to time, or the Bank has reasonable grounds to believe that the implementation of the Online Instruction will cause the Bank to violate applicable laws and/or the regulations and/or the requirements of the regulatory authorities, the Bank is entitled at its absolute discretion not to execute the Online Instruction and shall not be held liable in any manner whatsoever. The Customer shall conduct its own checks for the status of the Designated Account and whether the Online Instruction has been executed.
4. The Customer shall, and ensure that the Authorized User(s) shall, take note of the cut-off time for placing Online Instructions for Funds Transfer Services as announced by the Bank from time to time. The time of which the Bank receives any Online Instruction shall be determined according to the system and records of the Bank. However, the cut-off time and any indication by the Bank as to the time required for execution of the Online Instruction shall be for reference only and the Bank shall not be liable for any delay in the transfer of funds.
5. Although the Bank will use reasonable endeavors to ensure that the Online Instruction is executed in a timely manner, there may be a time lag in transmission of data online. The E-Banking Services (including the Funds Transfer Services) is also subject to (and may suffer failure or delay in processing and/or transmitting orders, communications or information as a result of) interruption, failure of hardware or software, errors, transmission blackout, delayed transmission due to online traffic or incorrect data transmission due to the public nature of the internet, market volume or volatility, system failure or upgrades or maintenance or for other reasons. Accordingly, the Online Instruction of the Customer may not be executed at the time when the Online Instruction is placed and the Bank shall not be responsible for the delay in crediting the Transferred Amount into the transferee’s account.
6. Although the Bank has endeavored to avoid interruptions to the E-Banking Services, the E-Banking Services may suffer failure or delays and periods of malfunction or outage. During such periods, the Customer shall, and ensure that the Authorized Users shall, place its instruction or may make enquiries by alternative methods such

as by contacting the Bank's branches and hotlines. In the event of system failure of the E-Banking Services, the Bank may cancel any Online Instruction placed online by the Customer. The Bank may (but is not obliged to) notify the Customer of such cancellation of Online Instruction by any means that the Bank may consider appropriate (including but not limited to email message or short message via SMS) and in all the circumstances, the Bank will not assume any liability or responsibility for such cancellation of Online Instruction or the non-notification of such cancellation of Online Instruction, or inability on the part of the Customer to receive notification of such cancellation of Online Instruction (whether or not due to the failure of the Customer to provide valid email address and/or mobile phone number capable of receiving short messages via SMS whatsoever). The Customer shall, and ensure that the Authorized User(s) shall, conduct its own checks for the status of the Designated Account(s) and whether the Online Instruction has been implemented.

7. The Bank shall be under no liability under any circumstances to recover any amount paid to the receiving bank and shall be under no liability in case of the receiving bank failing to pay the Transferred Amount to the transferee for any reason. The Bank shall not be liable in any manner whatsoever for any charges or levy imposed by the receiving bank in respect of any Online Instruction.
8. While acknowledging that funds transfer to third party accounts involve risks, the Customer agrees that the Bank shall not be liable to the Customer, the Authorized User(s) and / or any third party for any delay and/or non-transfer of part or all of the Transferred Amount or any mistake made in the transfer of the Transferred Amount in the absence of gross negligence, willful misconduct or fraud of the Bank.
9. No payments shall be made in the case of the receiving bank being in default in the interbank settlement prior to the payments by the Customer being made to them and the debit entries in the Designated Accounts shall be reversed with accord.
10. The Bank reserves the right to refuse and/or to reject and/or to cancel and/or to decline any Online Instruction without assigning any reason, if the Bank reasonably believe that the proceeds of the payment have been illegally obtained and/ or monies are remitted for any illegal purpose whatsoever or in the event that the Bank is not satisfied with any information and/or details provided by the Customer in support of the Online Instruction.
11. By submitting an Online Instruction:
 - (a) the Customer confirms and warrants to the Bank that the source of funds is lawful under all applicable laws and regulations (including the Foreign Exchange Administration Rules) and other requirements in respect of anti-money laundering of all relevant jurisdictions and all necessary actions will be taken to ensure that such laws or regulations will not be contravened and will be complied with at all times ; and

- (b) the Customer undertakes to ensure that the applicant shall comply with all laws and regulations which are applicable to remittance services, including but not limited to the Foreign Exchange Administration Rules
12. The Bank, its correspondents banks and agents accept no responsibility for any loss or delay which may occur in the transfer, transmission and/or application of funds or for any error, omission or mutilation which may occur in the transmission of any message or for its misinterpretation when received and the applicant agrees to indemnify the Bank against any actions, proceedings, claims and/or demands that may arise in connection with such loss, delay, omission, mutilation or misinterpretation.
 13. All charges, cost, and expenses incurred pertaining to this Online Instruction are to be borne by the Customer. Please refer to the Bank's website for details of all applicable fees and charges imposed on Fund Transfer Services.
 14. Online Instruction will be processed by the Bank solely based on the information (such as the beneficiary's account details) provided by the Customer. The Customer shall be responsible for ensuring the accuracy of all information provided to the Bank to avoid any rejection or delay in transmission.
 15. Foreign currency Online Instruction shall be supported by relevant documentary evidence for verification by the Bank.
 16. The Customer hereby authorizes the Bank to accept facsimile and/or email as medium for follow-up on documentary evidence in addition to the Online Instruction. The Customer will send the documentary evidence from registered email ids or fax numbers (with the Bank) only.
 17. The Customer shall inform the Bank about any change in its email id and fax numbers and further indemnify the Bank against any miscommunication, error, loss and damage monetary and otherwise caused to the Bank due to the same.
 18. The Customer understands and acknowledges that there are inherent risks involved in sending the instructions to the Bank via facsimile and/or email and agrees and confirms that all risks shall be fully borne by them and they assume full responsibility for the same, and further confirm that shall not hold the Bank liable for any losses or damages including legal fees arising upon Bank's performing or non performing or any delay /default in performing any act, by the Bank wholly or in part in accordance with the instructions so received which could be a result of any miscommunication, or technological error beyond the control of the Bank considering the mode in which the same was conveyed.