



## Terms and Conditions ( to Account Holder):

### 1. In this terms and conditions:

- a. The expression "I/We" refers to the individual, sole proprietorship, partnership, company or entity named in the Direct Debit Authorization Form overleaf who applies for the Direct Debit Service from the Bank.
- b. The expression "Bank" refers to the Account Holder's bank.
- c. The expression "Direct Debit Service" or "DDS" refers to direct debit payments service whereby an Account Holder's account is debited once the \ payment/deduction instruction received from the Corporation.
- d. The expression of "Direct Debit Operator" refers to Malaysian Electronic Clearing Corporation Sdn. Bhd. (MyClear) as the operator or service provider of DDS.
- e. The expression "Corporation" refers to a company, private entity, private corporation, public corporation or government body incorporated and registered in Malaysia that subscribes to the DDS.
- f. The expression "Terms and Conditions" refers to the terms and conditions of the direct debit payment services between the Account Holder and the Bank as specified in this form.
- g. The expression "registered holder" refers to the name of the person/company which is stated in the bill.
- h. The expression "Payment/Deduction Instruction" refers to the payment/deduction instruction by the Account Holder for the DDS as authorized by the Account Holder and specified in this form of which application is approved by the Bank.

### 2. I/We have read and understand the Terms and Conditions of this form before submitting this form to the Corporation. I/We have completed and signed on this form for the purpose of Direct Debit Service application.

### 3. An authorized Direct Debit Mandate given by I/We does not include any fraudulent intent by the Account Holder or any person acting on behalf of the Account Holder.

### 4. My/Our first Direct Debit payment to the Corporation shall commence only upon receipt of the first payment/deduction instruction from the Corporation subject to the payment/deduction instruction being accepted and approved by the Bank and the Corporation.

### 5. I/We shall settle any outstanding payment for the account under the payment/deduction instruction stated in this form until the first payment/deduction instruction Direct Debit is affected.

### 6. I/We acknowledge that I/we are responsible to ensure that the name of the registered holder of the bill in the Corporation's record is the same name in the bill. I/We acknowledge that the Bank shall not be held responsible if the name in the bill is different from the one stated in the Corporation's record. Note: Registered holder of the bill is the name of the person/company which is stated in the bill.

### 7. I/We undertake to ensure that there are sufficient funds in my/our account to meet the Payment/Deduction Instruction. The Bank is under no obligation to effect the DDS if there is insufficient funds in my/our account to meet the Payment/Deduction Instruction. If my/our account is overdrawn due to insufficient funds, I/we shall immediately make good any amount overdrawn plus any late payment interest payable thereon, upon demand by the Bank.

### 8. Where there is sufficient funds available in my/our account, but the total funds available in my/our account is insufficient to pay on all the Payment/Deduction Instruction(s), the Bank may in its absolute discretion has the option not to proceed with the Payment / Deduction Instruction instructed by me/us or to proceed with the Payment/Deduction Instruction. In the event the Bank elects not to proceed with the Payment/Deduction Instruction, the Bank is under no obligation to notify me/us of such decision or provide me/us with any reasons for such decision. In the event the Bank decides to proceed with the Payment/Deduction Instruction, the Bank shall determine the order of priority of the Payment / Deduction Instruction as the Bank deems fit. In these circumstances, I/we acknowledge and agree that I/we shall be responsible to pay the any outstanding balance amount of the bill due to the Corporation directly. For the purpose of future Payment/Deduction Instruction, I/We request and authorize the Bank to re-attempt to debit the amount due from my/our account on any other date(s) subject to further instruction(s) from the Corporation, after I/We have credited sufficient amount into my/our account.

### 9. The Bank shall not be held responsible or liable to me/us for any claims, loss, damages, cost and expenses (including consequential, incidental general, special and indirect loss or damage or claims made on me/us or by any third party) arising from any person giving the Payment/Deduction Instruction purportedly in my/our name, the successful or unsuccessful Payment/Deduction Instruction due to any reason whatsoever and wrongful debit of account due to inaccurate information provided by me/us or the Corporation and other factors beyond the control of the Bank. Under such circumstances, I/we shall seek recourse or resolve the claims directly with the Corporation

### 10. The Bank may at its absolute discretion, at any time terminate the application for Payment/Deduction Instruction for future payments by notice in writing to me/us or without notice after being advised by the abovementioned Corporation that no further payment is required, or without assigning any reason therefore.

### 11. This application and authorization for Payment/Deduction Instruction will remain effective (for the protection of the Bank in respect of payments made in good faith) notwithstanding my/our death or bankruptcy or dissolution or winding up or the revocation of the Payment/Deduction Instruction by any other means, until further notice of my/our death or bankruptcy or such revocation is received by the Bank. Notwithstanding the aforesaid, in the event I/we terminate the Payment/Deduction via written notice, I/we hereby agree that all charges and amount due from my/our bill incurred prior to the date of termination shall be borne by me/us.

### 12. The Bank reserves the right at its absolute discretion to levy a service charge for each successful DDS transaction by debiting my/our account. I/We further understand that the Bank is entitled to vary such charges from time to time or impose other charges as deemed appropriate for providing the DDS by giving me/us twenty one (21) calendar days prior notice, that is, by displaying the new service charge at the Bank's premises and Bank's website.

### 13. I/We must notify the Bank and the Corporation by giving 21 days prior notice of termination of the DDS by me/us or changes in my/our account number and/or the Billing Account Number. In any event, such notice will only take effect on the date of receipt by the Bank. Any notice sent by the Bank to my/our last registered address with the Bank is deemed to have been received by me/us.

### 14. Payment/Deduction Instruction amount which exceed the limit amount or frequency payment/deduction as authorized by me/us, shall be rejected by the Bank, in which event I/we shall be responsible to settle the outstanding amount directly with the Corporation. In this respect, I/we authorize the Bank to disclose details of my/our account as stated in this form to the Corporation, the Corporation's bank and the Direct Debit Operator. The disclosure of such information to the aforesaid third parties is for the purpose of obtaining details of any outstanding Payment/Deduction Instruction due to the Corporation. I/We further consent to such disclosure to the aforesaid parties for the aforesaid purpose and declare that the Bank shall be under no liability for disclosing such information. I/We also understand and acknowledge that I/we have the right to withdraw my/our consent to the use of the said information by contacting the Bank and the right to incorrect the said information in the event the said information is incorrect. I/We hereby acknowledge that, in the event I/we withdraw our consent for such use of the said information, the Bank will not be able to process the Payment/Deduction Instructions.

### 15. The Bank reserves the right at any time:

15.1 With prior notice to discontinue, interrupt, withdraw or suspend the DDS in whole or in part as the Bank deems fit and without assigning any reason whatsoever, and the Bank shall not be held liable for any loss or damage which may be suffered by me/us or any other third party registered under the DDS as a result of such action by the Bank.

15.2 To vary, add, delete or amend this Terms and Conditions with notice. Such amendments shall become effective on the date of such notice and my/our continue using the DDS shall constitute an acceptance of the said amendments.

### 16. Notwithstanding the above conditions of the DDS, I/we shall be bound by the Bank's conditions governing the operations of my/our account stated above which shall be construed in accordance with the laws of Malaysia.

### 17. In consideration of the Bank agreeing to provide the DDS, I/we hereby undertake to indemnify and hold the Bank harmless and indemnified against all actions, proceedings, claims, damage, cost, expenses, demands and losses which the Bank may incur or sustain by reason of the Bank carrying out the above request and authorization by me/us, or by any person purportedly in my/our name, whatsoever arising from the DDS and/or arising from errors or omissions on my/our part and/or the Corporation.

### 18. The Personal Data Protection Act 2010 (hereinafter referred to as the "PDPA"), which regulates the processing of personal data in commercial transactions, applies to this scheme.