

Terms and Conditions for ICBC Internet Banking Services and ICBC Mobile Banking Services

NOTE:-

- (A) Please take a moment to read these TERMS and CONDITIONS carefully.
- (B) The following TERMS and CONDITIONS apply to your access and the use of ICBC Internet Banking Services and/or ICBC Mobile Banking Services via Internet and Mobile Banking Application provided by Industrial and Commercial Bank of China (Malaysia) Berhad ("ICBC" or "the Bank"). By accessing any page of ICBC Internet Banking and/or ICBC Mobile Banking Services, you agree to be bound by these TERMS and CONDITIONS.
- (C) If you choose not to accept these TERMS and CONDITIONS please discontinue your access to ICBC Internet Banking website and/or the Mobile Banking Application and/or use of the Services immediately.
- (D) These TERMS and CONDITIONS explain your responsibilities and obligations relating to your use of the "ICBC Internet Banking and/or ICBC Mobile Banking Services" (as defined below).

1. General

These Terms and Conditions are applicable to all ICBC Internet Banking and ICBC Mobile Banking Services provided by ICBC to its Customers. These Terms and Conditions may be amended, varied, revised from time to time by the Bank, subject to giving twenty one (21) days prior notice of the revision. The Bank will post the amended terms and conditions at www.icbcm.com or via such mode as the Bank deems appropriate.

2. Definitions and Interpretation

2.1. Definition

The following terms and expressions shall have the meanings assigned to them unless the context otherwise requires:-

- a) "Account" means your savings, current, credit card, loan, investment, fixed deposit or any other accounts with the Bank and which may be accessed via the Services.
- b) "Affiliates" means any entity, company, corporation or institution which may offer products, services, content or information on the ICBC Internet Banking from time to time.
- c) "Business Day" means a day on which ICBC is opened for business in West Malaysia and East Malaysia, as the case may be, except for public and bank holidays.
- d) "Bank" or "ICBC" means Industrial and Commercial Bank of China (Malaysia) Berhad, a company incorporated in Malaysia having its registered office at Level 10, Menara Maxis, Kuala Lumpur City Centre, 50088 Kuala Lumpur and includes its successors in title and assigns, and where applicable, any of them.
- e) "Credit Card" means the credit card(s) which may be issued by ICBC to you from time to time.
- f) "Customer" or "you" or "your" means the person who is registered with ICBC for the ICBC Internet Banking and/or ICBC Mobile Banking Services and includes your personal representatives and successors-in-title.
- g) "Debit Card" means the debit card(s) which may be issued by ICBC to you from time to time.
- h) "Funds Transfer" means transferring of funds between your own Account, or from your Account to third party ICBC savings or current account or Third Party Account or vice versa.
- i) "Hotline" means the Bank's 24-hour customer service telephone number 1800-18-5588.
- j) "ICBC Group" means the related or associate corporations of the Bank including but not limited to the Bank's holding company(ies), subsidiaries, affiliates, representative and branch offices in any jurisdiction;
- k) "ICBC Internet Banking Services" means the facility provided by the Bank to enable you to perform banking transactions via the Internet with the use of a personal computer terminal and modem or personal electronic devices.
- l) "ICBC Mobile Banking Services" means the facility provided by the Bank to enable you to perform banking transactions via the Internet with the use of Mobile Banking Application provided by the Bank.
- m) "ICBC Pay Mobile Payment Services" means the services provided by the Bank for Customer to use his/her Debit Card/Credit Card for QR payment via Mobile Banking Application.
- n) "Internet" means the global network of computers and telecommunications systems, which facilitate communication.
- o) "Loan" means the loan/ financing which may be granted by ICBC to you from time to time.
- p) "Mobile Banking Application" or "Application" means the software application to be downloaded and installed by you in your Mobile Device for your specific access to the Services, as may be designated for use by the Bank from time to time.
- q) "Mobile Device(s)" means the mobile phone or such other communication device which is used by you to access the Services.
- r) "Network Service Provider" means any Internet service provider or commercial online service provider providing connection to the Internet.
- s) "Password" means a list of numeric or alphanumeric digits (as the case may be) selected by you, which is required to be keyed in to enable ICBC to identify and verify your Username before granting you access to the Services.
- t) "Payment" means the payment by you of any bills or any other payment demands received by you from payee corporations or ICBC.
- u) "Online Security Device" means the security device issued by the Bank to you which contains all digital certificates, digital signatures, electronic keys, logon identifiers, passwords, personal identification numbers (PINs) in order to use the Services.
- v) "Services" means the ICBC Internet Banking Services and ICBC Mobile Banking Services. .
- w) "SMS" means Short Message Service which is a service for sending short text messages to a cellular phone or any other device which is capable of receiving or displaying such messages.
- x) "Transaction Authorization Code (TAC)" means a security feature that has been implemented to provide second layer of protection for online banking transactions, in addition to your Username and Password. It is a unique and numeric code that needs to be entered for specific online transactions which may be sent to you via SMS to you based on the Mobile Device number provided by you to the Bank.
- y) "Third Party Account(s)" means your account(s) or account(s) of third party with other bank(s), Affiliates, payee corporations, or other third parties.

- z) “Terms and Conditions” means these terms and conditions in relation to ICBC Internet Banking unless the context requires otherwise and includes any amendments, additions, variations or deletions made from time to time and shall refer to the terms and conditions prevailing at that time.
- aa) “Transfer Limit” means the transfer limit as prescribed by you but which does not exceed the limit set by the Bank.
- bb) “URL” means web address.
- cc) “Username” means a name or an identification code assigned by you or issued by the Bank comprising of alphanumeric characters which must be keyed in altogether with a PIN to enable ICBC’s system to identify you.

2.2 Interpretation

- a) Words importing the singular shall include the plural and vice versa and those importing the masculine gender shall include the feminine and neuter gender and vice versa. Words implicating a gender include another gender; the word “person” includes individual, company, statutory body, association, sole proprietorship, partnership, associations or organization (no matter whether it is a legal entity or not).
- b) Where there are two or more persons comprised in the term you or the Customer, instructions, agreements, undertakings, obligations expressed to be issued or given by or made by one person, shall be deemed to have been issued or given by or made by and binding upon such persons jointly and severally.
- c) All headings inserted in the Terms and Conditions are for the reference only and shall not affect the interpretation of the provisions of these Terms and Conditions.

3. Eligibility and Application for ICBC Internet Banking and ICBC Mobile Banking Services

- 3.1 The ICBC Internet Banking Services are offered to retail, commercial and corporate customers whereas ICBC Mobile Banking Services are offered to retail customers.
- 3.2 ICBC has the discretion to accept or reject your Internet Banking Services application. In the event of rejection the Bank may respond to any request for information from you in relation to the rejection.
- 3.3 For the joint accounts of retail customers, the mode of operation must be “either one to sign” in order to link the accounts to the Services. This is not applicable to the Accounts maintained by the commercial and corporate customers.
- 3.4 The Bank may only make the Services available if:
 - a) the Customer is the legal and beneficial owner of the Account and use of the Services in respect of the Account is acceptable to the Bank;
 - b) the Customer has registered for the Services; and
 - c) the Customer has complied with the activation procedures specified by the Bank.

4. Computer Terminals/Personal Electronic Devices and Internet/Mobile Network Access

- 4.1 You are solely responsible to maintain the device or terminal or Mobile Device used in accessing the Services:
 - a) to ensure that the computer terminal and/or personal electronic devices and related software and hardware meet the required specifications and configurations as may be specified by ICBC from time to time; and
 - b) for the installation, maintenance and security of your computer terminal and/or personal electronic devices, related hardware and software (including the internet browser software) and internet/data connection are used to access the ICBC Internet Banking, and ICBC shall not be responsible for any loss, damage or expense incurred by you or any third party from any delay, failure, disruption, malfunction or intrusion to the above.
- 4.2 Your access to the Services through a Network Service Provider will be subject to the terms and conditions of the Network Service Provider.

5. Gaining Access to ICBC Internet Banking Services and/or ICBC Mobile Banking Services

- 5.1 If you have an Account with the Bank which you wish to access to the Services via the Internet and/or Mobile Banking Application, you may subscribe to the same with the logon procedure as the Bank may instruct from time to time.
- 5.2 To access the Services, each time you log on you will need to key in your Username and Password and/or such other needed information as the Bank may determine from time to time.
- 5.3 You agree that the Bank has the right to invalidate your Username and Password. The Bank may provide you prior notice of the said invalidation except where such invalidation is due to suspicious circumstances and/or abnormalities detected by the Bank and/or required under and/or in compliance with the law and/or required by any authority and/or order of court, in which case, the Bank will provide you with notice and explanation as soon as practicable after the invalidation. You shall not hold the Bank liable for any loss or damage which you may suffer as a result of such invalidation of your Username and Password.
- 5.4 You may change your Username and Password at anytime but any changes will be effective if accepted by the Bank. You agree that the Bank uses your Username and Password to identify you and acknowledge that you must keep both your Username and Password secret and secure and exercise reasonable care to prevent unauthorized access and/or use.
- 5.5 Once you have logged on to access the Services, you must not leave the terminal or other devices from which you have accessed the Services at anytime or let anyone else use it until you have logged off. You are responsible for ensuring that you have logged off the service at the end of each session.
- 5.6 The Bank may have to request from you your Username, (but not your Password) in order to provide maintenance services to you. It is crucial to take note that you shall never reveal your Password to anyone.
- 5.7 The Bank shall supply you with the relevant Online Security Device. You agree to use TAC or the Online Security Device, whichever is required or applicable, to approve the transactions effected by you when using the Services. If you have been given the Online Security Device but is no longer using the Services in relation to the Account(s), you shall immediately notify in writing to the Bank. The Online Security Device shall remain the exclusive property of the Bank and shall be returned to the Bank on demand.
- 5.8 For retail customers, upon the successful registration and activation of the Internet Banking Service, and in addition to access of the same via the Internet, you will also be able to access the ICBC Mobile Banking Services on your Mobile Device subject to:
 - a) the download and installation of the Mobile Banking Application on your Mobile Device;
 - b) the keying in of your Username and Password.
- 5.9 You shall download the Application from authorized Apple App Store, Google Play or other application stores that is approved by the Bank.

6. ICBC Internet Banking Services and ICBC Mobile Banking Services

- 6.1 The Customer shall be entitled to effect such transactions via the Services as shall be notified to it and as available from time to time by the Bank subject to the Transfer Limit.
- 6.2 New/additional services - Where ICBC offers new or additional services, your acceptance in the manner prescribed by ICBC and use of such new or additional services shall be on these Terms and Conditions and such additional terms and conditions (if any) as may be prescribed by ICBC.
- 6.3 Rules and Regulations Governing Your Accounts
These Terms and Conditions shall be read together with the rules, regulations, terms and conditions governing and regulating the Accounts. If there is any inconsistency between such terms and conditions/rules and regulations and these Terms and Conditions, these Terms and Conditions shall prevail.
- 6.4 Type of Services available includes the following but not limited to:
(a) Account Information
(b) Funds Transfer
(c) Loan payment
(d) Credit Card payment
(e) View successful and failed transactions with details
(f) Updating of Customer Information
(g) Online Payments
(h) ICBC Pay Mobile Payment Services
- 6.5 The Services requiring Online Security Device or TAC includes but is not limited to:
(a) Funds Transfer
(b) Credit Card Payment
(c) Loan Payment
(d) Registration of third party loans, credit card, savings and/or current account
(e) Updating of Customer Information
(f) JomPAY
(g) Online payment to merchants participating in PayNet
(h) ICBC Pay Mobile Payment Services
- 6.6 Mobile Banking Application
- 6.6.1 You acknowledge that your download and use of the Application on your Mobile Device shall be on non-exclusive and non-transferable basis and is subject always to the following conditions:
(a) You shall not use the Application for any purpose other than to access your own Account(s) to use the Mobile Banking Service on your own Mobile Device;
(b) You shall not download or install the Application into a Mobile Device which you do not own or have exclusive control;
(c) You shall not permit or enable any person to access the Application, or leave your Mobile Device unattended in such a manner as to enable a person to access the Application;
(d) You shall not reproduce, modify or reverse engineer the Application or permit another person to do so;
(e) You agree that the Bank cannot ensure that the Application will be compatible or may be used in conjunction with any mobile device, and you agree that unless inconsistent with the other expressed provisions herein, you shall not hold the Bank liable for such incompatibility or for any loss or damage to any mobile device which may be caused by the Application or the installation process. The Bank may also change the version of the operating system that works with the Application at any time.
(f) Updates to the Application may be issued by the Bank from time to time via the Apple App Store, Google Play or other application stores. Depending on the update, you may not be able to use the Application until you have downloaded the latest version of the Application and accepted any new terms.
(g) You shall not install or use the Application on a jail-broken or rooted device. Unauthorized modifications to any Mobile Device's operating systems bypass the security features and can cause numerous issues to the hacked devices. The Bank strongly cautions against installing the Application in any hacked Mobile Devices. The Bank shall not be liable for any losses that is suffered or for any costs that you might incur due to damage or corrupted or failure of device, hardware or software that you use in connection with the Application.
- 6.6.2 Certain functions shall require access to information on your Mobile Device(s) to work. By using such functions, you permit the Application to access your Mobile Device(s) and information.
- 6.6.3 Certain ICBC Mobile Banking Services provided in the Application require data of your location, which data will be sent from your Mobile Device. You can turn off this function at any time by turning off the location services setting for the Application on your Mobile Device. If you use these Services, you shall be deemed to give consent to the Bank of the transmission, collection, maintenance, processing and use of your location data and queries to provide and improve location-based services. You may withdraw this consent at any time by turning off the location services setting on your Mobile Device.
- 6.7 Availability of Services
a) Seven (7) days a week and 24 hours a day unless ICBC notifies you otherwise or for any reason beyond the control of ICBC. ICBC does not warrant that the Services will be available at all times.
b) In the event the Services is not available, you may carry out your transactions at any of ICBC's branches or use other alternative banking services available to you.
- 6.8 For retail customers, upon the approval of your application of the Services, you will be automatically subscribed for an alert notification service ("Alert Notification Service") which shall be provided by the Bank through electronic mail, SMS or such other media as the Bank may deem appropriate.
- 6.9 The scope and features of the Alert Notification Service shall be as determined or specified by the Bank from time to time. The Bank shall be entitled to modify the Alert Notification Service at any time with notice to the Customer as the Bank may deem fit.
- 6.10 You shall notify the Bank immediately of any change in your contact particulars designated by you for the purposes of the Alert Notification Service. If you fail to inform the Bank of such change, the Bank shall not be responsible for any loss, damage or

other consequence which you may suffer as a result of any notification being sent to your latest designated contact particulars in the Bank's records.

6.11 All notifications under the Alert Notification Service shall be from the Bank to you only and you should never attempt to communicate with the Bank by directing any communication to the sender's contact number, address or other particulars which may be indicated on the notification.

6.12 Reliability of Information

Information including but not limited to interest rates, exchange rates, product information quoted or provided via the Services are for indication purposes only. The actual rate or price that shall apply for a particular transaction can only be determined at the time the relevant transaction is entered into.

7. Instructions

7.1 You hereby agree that it is your responsibility to review your transaction record pertaining to any transaction initiated on your instruction via the Services.

7.2 Should you have any reason to believe that an instruction has not been accurately or completely received by the Bank, you shall inform the Bank by telephone or such other mode of communication as the Bank may determine from time to time no later than twelve (12) hours after transmission of the relevant instruction(s).

7.3 The Bank reserves the right at its sole discretion, to refuse to carry out any of your instructions where your instructions are inconsistent with the Bank's policy and/or against and/or not in compliance with any law and/or regulation subject to the provision of notice as soon as practicable after such refusal, where such refusal shall not be unreasonable. You agree that the Bank does not owe you any duty and/or obligation whatsoever to monitor the lawfulness of your instructions and/or has the right to refuse to carry out any of your instructions for any unlawful activities. However if the Bank detects unusual or suspicious instruction from you, the Bank may temporarily suspend the use of the Services until the Bank can verify the activity. If the Bank finds that your Account has been used for unlawful activity, the Bank shall be entitled to terminate your use of the Services with notice to you. You undertake to indemnify and hold the Bank, the Bank's officer(s), director(s) and employee(s) harmless from and against any and all losses, claims, damages, liabilities, obligations, costs, fees and expenses whatever (including legal fees) that are caused by or arising from you using the Services for any unlawful activities.

7.4 Where you give instructions to the Bank to effect transactions in relation to the Services, you shall provide accurate and complete details as required by the Bank.

7.5 You may give instruction to the Bank to cancel, revoke, reverse, amend or clarify your earlier instruction in the manner prescribed by ICBC provided that any instructions to the Bank for cancellation, revocation, reversal or amendment or clarification of your earlier instructions, can only be effected, if your request is received and effected before the earlier instruction is executed.

7.6 The Bank shall not be liable for any failure, delay or shortcoming by any third party howsoever caused with whom you have accounts or otherwise when they are executing the Bank's instructions to them.

8. Transaction Records

8.1 Any instructions transmitted or received by ICBC after the relevant cut-off processing time on any Business Day will be treated as given and processed on the next Business Day. The cut-off time for processing instructions and transactions may be varied by ICBC from time to time with prior notice to you.

8.2 Transactions that have not been verified or processed by ICBC shall not appear in the balances of the relevant Account available to you through ICBC Internet Banking and Mobile Banking Application screen and shall not be conclusive of the state of the relevant Account.

8.3 ICBC will issue statements for the Accounts in accordance with the terms and conditions for the relevant Accounts, which will include transactions effected through the Services. Such statements of accounts shall be binding and conclusive evidence of such transactions carried out by you.

9. Transfer Limit

9.1 Unless instructed by you or in the absence of you electing a limit to the carrying out of transactions through the Services, ICBC shall be entitled to determine and impose any limit whether in amount, frequency and use of or otherwise of any of the Services and/or Online Security Device for its purposes of control.

9.2 For commercial and corporate customers, you may vary the limits of the transactions carried out by giving prior notice in writing to ICBC. ICBC is not bound to ensure that you do not exceed such limits. For retail customers, you may vary the limits via ICBC Internet Banking Services.

9.3 Where applicable ICBC shall be entitled to require you to maintain a minimum balance at any one time in the Account(s). Should the balances in the Account(s) fall below the requisite minimum balances, ICBC may impose additional charges, suspend or terminate your utilization of the Services.

10. Service Fees, Commissions and Charges

10.1 You acknowledge that the Bank shall be entitled to levy or impose service charges or transaction fees from time to time in respect of your use of or access to the Services.

10.2 You acknowledge that you are responsible for all charges imposed by the service providers in enabling you to access and/or connect to the Services. You are also responsible for any fees and charges imposed by any Network Service Provider.

10.3 Subject to the terms and conditions of your Account, you acknowledge that the Bank reserves the right to debit your relevant Account any Government charges, stamp duties or taxes payable as a result of the use of the Services.

10.4 The Bank reserves the right to levy a service fee for the issuance of Online Security Device or a service fee of RM50.00 or such other amount to be advised by the Bank, for the replacement of any Online Security Device which is lost, stolen or damaged (except caused by the malfunction of Online Security Device). The use of the replacement Online Security Device is subject to the terms and conditions which are in force at the date of replacement.

11. Your Responsibilities

11.1 Security Details - You shall take all precautions to ensure and prevent unauthorized and fraudulent use of the Services or any part of them and/or the Online Security Device and/or the TAC including but not limited to the following :-

- a) That the security codes, which include your Username, Password, Online Security Device PIN and any other security code as the Bank may issue from time to time, must be kept as secret, not accessible to any person and are not written down in any form or manner which may be deciphered by anyone or kept together or disclosed or exposed to any person (including the employees of ICBC) under any circumstances or at any time. Any advice sent to you containing the security codes, must be destroyed immediately after you have received and read them. Any e-mail or Short Message Services (SMS) requesting for your security codes is to be reported to ICBC immediately;
- b) That you are to ensure that the computer terminal or personal electronic device you are using will not allow recording of your activities and that the necessary anti-spyware and firewalls are installed;
- c) That you ensure that you are always logged in to the correct URL for ICBC Internet Banking Services as informed by the Bank;
- d) That you are not to utilize ICBC Internet Banking Services through Internet cafes or any public places offering Internet services and you are to log off from ICBC Internet Banking Services before leaving your computer terminal;
- e) You are to change your Password when requested to or on a periodical basis;
- f) Ownership: The security codes, issued to you shall remain the property of ICBC. Upon termination of the Services, the security codes shall be deemed unusable;
- g) Non-Transferability: The security codes are issued solely for your use and you 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;
- h) Loss, theft of or damage to the security codes: You shall immediately inform ICBC through the Hotline or in writing to the address set out in clause 17.2 in the event of any loss, theft of or damage to the security codes. Until and unless there is a replacement of the security codes, ICBC will not accept any instructions after receipt of such written notification;
- i) Exposure of the security codes: If the security codes are exposed or suspected to be exposed to any person, you shall immediately request for new security codes or change the security codes, as the case may be to protect your own interest. ICBC shall not be held responsible or liable for any loss or damage suffered in such circumstances.

11.2 Balances in Accounts

- (a) You are to regularly and carefully check and monitor the Accounts and the balances and checked the balances each time prior to issuing any instructions to ICBC.
- (b) You are to immediately inform ICBC through the Hotline or in writing to the address set out in clause 17.2 of any inaccuracy or irregularity in any of the Accounts or in the event you believe that an unauthorized Funds Transfer has been or may be effected.

11.3 Availability of Funds

- (a) You shall ensure that there are sufficient free and cleared funds available in the Account to perform any of the transactions you require, unless you have made prior arrangements with ICBC.
- (b) ICBC shall not be obliged to carry out any instructions until and unless the relevant Account has sufficient funds.

- 11.4 If you receive data or information through the Services which is not intended for you, you are to immediately inform ICBC by telephone or e-mail and delete the same. This provision shall survive the termination of the Services.

12. Compliance with Other Laws

The use of the Services outside of Malaysia is subject to the foreign exchange administration rules of Bank Negara Malaysia or any fiscal or exchange control requirements in force for the time being in the country where the transaction is effected or requested and the laws and regulations of Malaysia and the country where the transaction is effected or requested. You are required to comply with such laws, rules and regulations that are applicable to you when using the Services.

13. Liabilities of the Parties

- 13.1 By using the Services, you acknowledge and agree:-
 - (a) To accept the inherent risks associated with carrying out transactions through the Internet; and
 - (b) That ICBC and its Affiliates do not make any representations or warranties, whether expressed or implied with respect to the Services, including but not limited to merchantability and fitness for a particular purpose. No oral or written information or advice given by ICBC, its Affiliates and their respective personnel, employees or agents shall create or enhance the scope of this warranty.
- 13.2 You shall remain responsible and liable, for the following:-
 - (a) All unauthorized transactions carried out through the use of the security codes 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 these Terms and Conditions) within ICBC's systems or the Services, until such time when ICBC has received written notification of the same from you;
 - (b) All risk arising, in the event you do not cancel the Services in accordance with the relevant procedures set out by ICBC and inform to you for the use of the Services;
 - (c) Direct loss or damage suffered by ICBC as a result of arising from clauses 13.2(a) and 13.2(b) above and other breaches by you or due to your failure to comply with any of these Terms and Conditions or any relevant procedures set by ICBC or any other recommendation of the Bank from time to time as notified to you regarding the safety and security of the Services.
- 13.3 (a) Without prejudice to any other provisions herein, ICBC shall not be liable to you or any third party for any loss of profits or business or goodwill for any indirect or consequential loss or damage, unless the same is solely as a result of ICBC's negligence and willful misconduct, in which case, ICBC will only be liable to the extent of all direct losses suffered by you.
 - (b) Subject to the provisions herein, ICBC's sole and entire liability to you in contract, tort, (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with these Terms and Conditions shall not exceed the amount of the transaction involved which gave rise to the claim or the direct damages sustained, whichever is the lower.
 - (c) Each provision of this Clause 13.3 is to be construed as a separate limitation applying and surviving even if for any reason one or the other provisions is inapplicable or held unreasonable in any circumstances and shall remain in force notwithstanding the termination of the Accounts or the Services.
- 13.4 Without limiting the generality of Clause 13.3, ICBC shall not be responsible or liable for any loss, damage embarrassment incurred or suffered by you or any third party by reason of or arising from:-
 - (a) Your failure to provide accurate, complete and timely instructions issued to ICBC; or
 - (b) Your inability to perform any of the transactions due to your own misconduct or breach of these terms; or

- (c) Any error, alteration, destruction of the instructions, data or information to or through the Services, on the Internet as long as the same is not solely caused by ICBC's negligence or willful misconduct; or any failure in ICBC's Services or System(s); or
- (d) (Despite having adequate security measures) any intrusion or attack by any person or party on any hardware, software or system used in relation to the 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 the Services or any part thereof; or
- (e) Any restriction or prohibition on the use of the Services by any laws or regulations of any country from where you access the Services; or
- (f) In the event ICBC is unable to perform any operations or to provide any of the Services due to any reason beyond ICBC's control including but not limited to fire, earthquake, landslides, flood, epidemic, natural catastrophe or act of God, accident, riots, civil disturbances, act of public enemy, embargo, war, or any failure, delay or disruption to telecommunications, electricity, fuel supply or services provided by the Network Service Provider, Mobile Network Service Provider or the Affiliates or any factor beyond the control of ICBC.

14. Indemnity

You hereby undertake to indemnify the Bank in full against all direct losses, damages, liabilities, claims, costs and expenses whatsoever which the Bank may sustain or incur as a result of or arise out of your breach or violation of the Terms and Conditions or any third party rights or your use or purported use of the 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.

15. Suspension or Termination of the Services by ICBC

- 15.1 Notwithstanding anything herein to the contrary, the Bank may for the reasons stated herein suspend or terminate your right of access to any of the Services. The Bank may provide you prior notice of the said suspension except where such suspension is due to suspicious circumstances and/or abnormalities detected by the Bank and/or required under and/or in compliance with the law and/or required by any authority and/or order of court, in which case, the Bank will provide you with notice and explanation as soon as practicable after the suspension.
- 15.2 You may terminate the Services by giving prior written notice to the Bank. The Services will be cancelled within five (5) Business Days from the date of the Bank's receipt of the notice of termination and you agree that the Bank shall not be obliged to effect any of your instructions received on any day falling after the receipt of your notice of termination. The Bank reserves the right to terminate the Services for any reasons whatsoever, provided the Bank gives you twenty one (21) days prior written notice.
- 15.3 The Bank will automatically terminate your right of access to the Services should you cease to maintain any Account(s) with the Bank which can be accessed via the Services or should your access to such Account(s) be restricted by the Bank or any other party for any reason.
- 15.4 You acknowledge that termination will not affect your liability or obligations in respect of instructions processed by the Bank on your behalf.

16. Severability and Waiver

- 16.1 You agree that if any undertakings and/or part of the Terms and Conditions are held to be invalid or unenforceable pursuant to applicable law, then the invalid and unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and that all other provisions of the Terms and Conditions shall continue in full force and effect.
- 16.2 Notwithstanding the fact that the Bank may not have exercised any of the remedies rights powers privileges available to it immediately upon default by you the Bank shall not be held to have waived its rights remedies power privileges or condoned or acquiesced in such default and may at any time thereafter exercise all or any of the remedies powers rights privileges available to it and any delay on the part of the Bank in taking steps to enforce the remedies rights powers privileges conferred on or available to the Bank by the Terms and Conditions shall not be held to affect or impair any right, power, privilege or remedy of the Bank in respect of any other or subsequent default.

17. Notices

- 17.1 You hereby consent to all notices and other communications which concern the Services or are required under the Terms and Conditions or may be given by the Bank in any one of the following manners:-
 - (a) By ordinary post to your last address in the Bank's records and such notification shall be deemed received three (3) days after posting;
 - (b) By way of advertisement made once in any national newspaper and such notification shall be deemed effective on the date of publication of the advertisement in any such newspaper;
 - (c) By electronic mail to your last known e-mail address in the Bank's records and such notification shall be deemed received twenty four (24) hours after sending;
 - (d) By inserting a notice in the Bank's statement of Account to you and such notification shall be deemed effective two (2) days after the date of posting of the notice contained in the statement of Account to you;
 - (e) Broadcasting a message on ICBC Internet Banking website;
 - (f) By being displayed on the Bank's premises and such notification shall be deemed effective upon such display;
 - (g) If notified to you in any other manner as the Bank deems fit;
- 17.2 All notices to the Bank concerning the Services and the Terms and Conditions shall be in writing, signed by you and sent to the Bank at the following address or in such other way as the Bank may notify you from time to time:-

Industrial and Commercial Bank of China (Malaysia) Berhad
Retail Banking Department
Mezzanine Level, Menara Maxis,
Kuala Lumpur City Centre

INDUSTRIAL AND COMMERCIAL BANK OF CHINA (MALAYSIA) BERHAD (839839-M)

Level 10, Menara Maxis, Kuala Lumpur City Center, 50088 Kuala Lumpur, Malaysia.
Tel: +603-2301 3399 Fax: +603-2301 3388 Website: www.icbcm.com

50088 Kuala Lumpur

18. Disclosure

- 18.1 To enable the Bank to consider whether to provide you with any Account or the Services, you are required to supply to the Bank from time to time your personal details and information pertaining to any of your account held with the Bank and any of your transactions and dealings with or through the Bank (“Personal Data”) and failure to do so may result in the Bank’s inability to provide such Services. The Personal Data will be used for considering your request and subject to the Bank agreeing to provide such Services, the Personal Data will be used in connection with the purposes set out in Clause 18.2 below.
- 18.2 You agree that the Bank may deal with the Personal Data as the Bank deems fit including, but not limited to use, store, disclose, transfer, compile, match, obtain and/or exchange (all whether within or outside Malaysia) such Personal Data to, from or with the following persons as the Bank may consider necessary:
- (a) any member of the ICBC Group which (i) provides group management oversight of the Bank and/or global and regional support, or (ii) carries on business within the financial services industry, or (iii) is a provider of services to other members of the ICBC Group;
 - (b) any service provider engaged by the Bank to provide the Services to you(c) any banks, credit or charge card companies or merchants in credit or charge card enquiries;
 - (d) any information gathering or processing organization conducting survey(s) or analyses or developing system applications on the Bank’s behalf;
 - (e) any person or organization involved in the sending or delivering of any communication to your last known address on our records;
 - (f) any credit bureaus or credit reference agencies established by any other authorities; except for the Bank’s own use
 - (g) any debt collection agencies that may be appointed by the Bank; and/or
 - (h) such persons deemed fit and appropriate by the Bank in accordance to the Bank’s policy on privacy as set out in statements, circulars, notices or other terms and conditions made available by the Bank to you from time to time.
- for the following purposes:
- i. purposes of fraud or crime prevention, audit and debt collection and in order that services may be processed for the Bank; and/or
 - ii. for purposes of investigating, reporting, preventing or otherwise in relation to money laundering, terrorist financing and criminal activities generally; and/or
 - iii. for purposes of any legal process initiated by or served on, the Bank (whether or not the Bank is a party); and/or
 - iv. any other purposes and to such persons as may be in accordance with the Bank’s policy for privacy Policy as set out in statements, circulars, notices or other terms and conditions made available by the Bank to you from time to time.
- 18.3 Where you are a body corporate, it acknowledges and consents that the Bank may gather information relating to individuals such as your directors, shareholders, employees, representatives and agents and those of your affiliates and subsidiaries (if applicable) (“the Related Individuals”). Such information may include (without limitation) for example, names, age, gender, addresses, contact details and job descriptions. You consent herein that the Bank may process (as defined in Personal Data Protection Act 2010) such information and you also agrees to procure the Related Individuals on the Bank’s request the free and valid consent signed in writing by the Relevant Individuals to the processing of the information. Besides, you shall as soon as reasonable practicable notify each of the Related Individuals of the privacy notice in such form as appearing in the Bank’s website or such other forms to be advised by the Bank from time to time.

19. Reconstruction of ICBC

Your obligations and liabilities shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the constitution of ICBC or by any company by which the business of ICBC may for the time being be carried on and shall be available to the company carrying on the business for the time being and you agree that no such changes shall affect the obligations and liabilities created here-within in relation to any transaction whatsoever whether past, present or future.

20. Enquiries and Dispute Resolution

- 20.1 If you have any queries or require any assistance, please refer to our Customer Service at:-
Tel: 1800-18-5588 or Fax to: 603-2301 3288
- 20.2 In the event you have any complaints or disputes, please specify the nature of your complaint or dispute and refer the matter to:-
Industrial and Commercial Bank of China (Malaysia) Berhad
Human Resource and Administration Department
Level 10, Menara Maxis,
Kuala Lumpur City Centre
50088 Kuala Lumpur

Homepage: www.icbcm.com

21. Governing Law

The Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and you hereby agree to submit to the exclusive jurisdiction of the courts of Malaysia in Kuala Lumpur and the service of any legal process may be effected by any manner permitted by law.

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