



## **TERMS AND CONDITIONS FOR DIRECT DEBIT SERVICE / TERMA DAN SYARAT PERKHIDMATAN DIRECT DEBIT**

By completing the Direct Debit Authorization and accepting these Terms and Conditions the Account Holder authorises the Bank to arrange for funds to be debited from the Account Holder's Account including any relevant transaction fees/charges in using the Direct Debit Service which is not payable by the Corporation.

These Terms and Conditions may be superseded by variations, revisions or changes at any time, giving prior written notice to the Account Holder. Such amendments shall become effective on the date of such notice and the Account Holder's continued usage of the Direct Debit Service shall constitute an acceptance of the said amendments.

### **1. Definitions**

"Account" refers to any one or more accounts (current account, savings account, card account) which the Account Holder opens and maintains with the Bank.

"Account Holder" refers to an individual (single or joint account), sole proprietorship, partnership, company or entity named in the Direct Debit Authorization form who applies for the Direct Debit Service with the Bank.

"Bank" refers to Account Holder's financial institution which maintains the Account Holder's Account for the purposes of facilitating the Direct Debit collection in accordance with the Account Holder's Payment/Deduction Instruction.

"Corporation" refers to a company, private entity, private corporation, public corporation or government body incorporated and registered in Malaysia that subscribes to the Direct Debit Service.

"Direct Debit Authorization" refers to the authorization or mandate given by the Account Holder to the Corporation and the Bank to initiate the Direct Debit collection directly from the Account Holder's current account, savings account or card account.

"Direct Debit Operator" refers to Payments Network Malaysia Sdn. Bhd. (PayNet).

"Direct Debit Service" refers to the service provided by Direct Debit Operator for the collection of payments directly from the Account Holder's Account in accordance with Payment/Deduction Instruction received from the Corporation.

"Payment/Deduction Instruction" refers to an instruction given by the Corporation to the Bank to arrange for a specified amount of funds to be collected from the Account Holder's Account in accordance with the authorisation provided by Account Holder when subscribing to the Direct Debit Service.

"Registered Holder" refers to the name of the person/company who subscribes to a specific service with the Corporation.

"Terms and Conditions" refers to the terms and conditions of the Direct Debit Service between the Account Holder and the Bank as specified in the Direct Debit Authorization form.

### **2. Account Holder Declaration.**

2.1 The Account Holder declares that all information provided in the Direct Debit Authorization form is accurate, true and correct to the best of the Account Holder's knowledge and the Account Holder is aware of the content and the scope of the Direct Debit Service provided.

2.2 The Account Holder shall ensure and undertakes that the Direct Debit Authorization form is not provided with fraudulent intent or by any person acting on behalf of the Account Holder.

2.3 The Account Holder has read and understood and agrees to be bound by the Terms and Conditions as specified herein.

### **3. Account Holder Obligations.**

3.1 The Account Holder is responsible:

- i. to ensure that the name of the Registered Holder stated in the bill corresponds with name in the Corporation's record;
- ii. to ensure sufficient funds in its Account for the Bank to act in accordance with the Payment/Deduction Instruction when it is due;
- iii. to settle any outstanding amounts directly with the Corporation in the event the Payment/Deduction Instruction could not be affected due to situations including, but not limited to, the Payment/Deduction Instruction exceeds the Account Holder's Account limit amount or frequency;
- iv. to ensure that the Direct Debit Service is not used for any unlawful activity including but not limited to, online betting and/or gambling activities.

3.2 If the Account Holders Account is overdrawn due to insufficient funds:

- i. a fee and/or interest may be charged to the Account Holder's Account by the Bank;
- ii. for future Payment/Deduction Instruction, the Account Holder agrees and authorizes the Bank to re-attempt to debit the amount due from the Account Holder's Account on any other date(s) subject to further instruction(s) from the Corporation.

### **4. Banks Obligations**

4.1 The Bank shall be authorised to collect the Direct Debit payment(s) from the Account Holder's Account upon receiving the Payment/Deduction Instruction from the Corporation.

4.2 Where there are available funds in the Account Holder's Account, but the total funds available in the Account is insufficient to pay for all the Payment/Deduction Instruction(s):

- i. the Bank may, in its absolute discretion, decide not to proceed with the Payment / Deduction Instruction(s) and the Bank shall be under no obligation to notify or provide any reason to the Account Holder of its intention to do so;
- ii. The Bank may, in its absolute discretion, decide to proceed with the Payment/Deduction Instruction(s) and the Bank shall determine the order of priority of the Payment / Deduction Instruction(s) as the Bank deems fit.

### **5. Charges**

5.1 The Bank reserves the right to levy a service charge for each successful Direct Debit Service transaction. The Bank also reserves the right to vary such charges from time to time or impose other charges as deemed appropriate in providing the Direct Debit Service upon giving the Account Holder twenty-one (21) calendar day's prior notice. Such variation or the imposition of additional charges shall be displayed at the Bank's premises or the Bank's website.

### **6. Liability**

6.1 To the fullest extent permitted by Law, the Bank and the Direct Debit Operator shall not be held responsible or liable to the Account Holder or any third party for any claims, loss, damages, cost and expenses (including without limitation any direct, indirect, consequential, incidental loss or damage) arising out of or resulting from any negligent and/or fraudulent act and/or wilful default to this term and condition by the Account Holder.

### **7. Indemnity**

7.1 The Account Holder hereby agrees to defend, indemnify and hold harmless the Bank and the Direct Debit Operator (including its affiliates and their respective directors, officers, employees and agents) against all actions, proceedings, claims, damage, cost, expenses, demands and losses howsoever arising out of the wrongful use of the Direct Debit Service including errors or omissions on the Account Holder's part and/or the Corporation.

### **8. Termination**

8.1 The Account Holder's subscription to the Direct Debit Service shall remain in full force and terminate on the expiry date as stated in the Account Holder's Direct Debit Authorization form.

8.2 The Account Holder may:

- i. terminate its subscription to the Direct Debit Service by giving twenty-one (21) calendar day's prior written notice to the Bank and/or the Corporation which shall include submitting the Direct Debit Authorization form for termination or by any other method as advised and agreed by the Bank and/or the Corporation Notwithstanding the aforesaid, the Account Holder shall be responsible to settle any outstanding amount due to the Corporation prior to termination.
- ii. stop payment to be initiated under the Payment/Deduction Instruction by giving twenty-one (21) calendar day's written notice to the Bank prior to such Payment/Deduction Instruction being initiated by the Corporation.

8.3 The Bank may:

- i. upon being advised by the Corporation, terminate the Account Holder's Direct Debit Authorization either with or without notice. In the event a notice is issued, the Bank will give twenty-one (21) calendar day's prior written notice to the Account Holder.
- ii. without notice, terminate the Account Holder's subscription to the Direct Debit Service if the Bank, Corporation, Corporation's bank and/or the Direct Debit Operator, in its absolute discretion finds, suspects or has reason to believe that the Account Holder used the Direct Debit Service for any unlawful activity.

8.4 The Account Holder's Payment/Deduction Instruction will remain effective (in respect of payments made in good faith) notwithstanding the Account Holder's death, bankruptcy, dissolution, winding up or the revocation of the Direct Debit Authorization form by any other means, until actual notice of such event(s) is received by the Bank and/or the Corporation.

### **9. Amendments by the Account Holder or the Bank**

9.1 The Account Holder may amend the details provided in the Direct Debit Authorization form by submitting a new Direct Debit Authorization form to the Corporation or by any other method as advised by the Corporation. In any event, any amendment in the Direct Debit Authorization form will only take effect on the date of receipt by the Bank.

### **10. Discontinuance of the Direct Debit Service**

10.1 The Bank and/or the Direct Debit Operator reserves the right at any time, by giving the Account Holder prior notice to discontinue, interrupt, withdraw or suspend the Direct Debit Service in whole or in part without assigning any reason whatsoever. The Bank and/or the Direct Debit Operator shall not be held liable for any loss or damage which may be suffered by the Account Holder or any other party as a result of such action by the Bank and/or the Direct Debit Operator.

### **11. Confidentiality**

11.1 The Account Holder acknowledge and understands that the Bank and/or the Corporation may be required to disclose any information provided in the Direct Debit Authorization form, including the Account Holder's personal data, as part of subscribing to the Direct Debit Service where it is specifically required or permitted by law, and for the purpose related to the performance of these Terms and Conditions. Where disclosure is required, the Bank and/or Corporation will comply with the Personal Data Protection Act 2010 (hereinafter referred to as the "PDPA"). The term 'personal data' shall have the meaning set out in the PDPA.

11.2 The Account Holder hereby acknowledge and consent that the information provided in the Direct Debit Authorization form will be disclosed or released to its Bank, Corporation, Corporation's bank, and Direct Debit Operator for the purpose of the Direct Debit Service.

### **12. Governing Law**

12.1 This Terms and Conditions shall be governed in accordance with the Laws of Malaysia.

**13. If there a confined of interpretation in this term & conditions, English version shall prevail.**