

## **TERMS AND CONDITIONS GOVERNING ELECTRONIC BANKING SERVICES AGREEMENT**

Sumitomo Mitsui Banking Corporation Malaysia Berhad (Co. No. 201001042446 (926374-U)) (the “Bank”) provides and the Customer uses the Bank’s computer-based Services (as defined below) pursuant to these terms and conditions (“Agreement”):

### **1. SERVICES**

- 1.1 “Service” or “Services” means any or all of the following: certain electronic banking services including but not limited to certain payment and collection services and applications for letters of credit and other ancillary services provided by the Bank from time to time, as described in this Agreement and any manuals provided by the Bank to the Customer from time to time.
- 1.2 Pursuant to the terms and provisions of this Agreement, the Customer may select the Service or Services that it wishes to utilize, and may amend or cancel any of its selection of Services, by completing and returning to the Bank such forms (the “Service Options Forms”) as may from time to time be prescribed by the Bank. The Bank has the absolute discretion to decide or change the type of infrastructure, communication medium and technology (collectively, the “Delivery Method”) which it adopts for the provision of any or all of the Services. However, if more than one Delivery Method is available, the Customer may select its preferred Delivery Method or amend its selection, by completing and returning to the Bank such forms as may from time to time be prescribed by the Bank. Amendments to the service options and, if applicable, to the Delivery Methods shall supersede all previous selections submitted by the Customer with respect to such Services or Delivery Methods, as the case may be.
- 1.3 Each part of the Service will be accessible at such times (the “Accessible Times”) as may be notified by the Bank to the Customer from time to time. In the event of any change to the Accessible Times or if the Service or any part thereof will not be accessible for whatever reason, the Bank shall notify the Customer accordingly. Such notification may be given by Bank by such means as it may in its sole discretion decide in accordance with the provision of Clause 13.2. The Customer acknowledges that because of hardware or telecommunication limitations, any or all parts of the Service may be unavailable from time to time. The Customer acknowledges that it may not be able to access or use the Service in certain countries if, due to the laws or regulations of those countries, it is not advisable for the Bank to provide such access.
- 1.4 The Customer agrees to provide the Bank with all such information as may be necessary for the utilization of the Services selected by the Customer including, without limitation, information as to designated accounts, persons authorized to provide instructions via the Service and the level of authorization. Such information shall be provided in such form and manner as requested by the Bank or as provided in the applicable manual (as the case may be).
- 1.5 Notwithstanding anything contained in this Agreement, the Bank may at any time by prior notice modify, withdraw or vary any Service and/or add additional Services. Unless the Bank otherwise notifies the Customer, this Agreement shall continue to apply to the Services regardless of any modifications, withdrawals, variations or additions.

## **2. CUSTOMER'S INSTRUCTIONS**

- 2.1 Subject to review by the Bank against the relevant information provided by the Customer pursuant to Clause 1.4 above, the Bank may treat all apparently valid instructions received via the Service or, where such delivery by the Customer is permitted by the Bank, via data storage devices, as instructions properly authorised by the Customer, regardless of any conflict with the terms of any other mandate the Customer may have given. The Bank shall not be liable to check the authenticity of any apparently valid instruction or the authority of the person(s) giving such instruction and shall be entitled to assume that any such instructions are complete, accurate, valid and duly authorized. The Customer shall be responsible for ensuring that all instructions given to the Bank are complete, accurate and given within the time specified by the Bank from time-to-time and that there are sufficient funds in its account(s) to carry out its instructions.
- 2.2 Unless otherwise agreed, the Bank shall only be required to process and execute any Customer instructions which have been issued in the form and within any applicable time frame prescribed from time to time by the Bank.
- 2.3 The Bank shall be entitled to refrain from or delay in acting or to request the Customer to make changes in its instructions if the Bank decides any of the following events exist or has occurred:-
- (a) the instructions from the Customer may not be genuine or properly authorised;
  - (b) the instructions from the Customer and/or any act of the Bank in carrying out such instructions may be in violation of any law, rule or regulation of any relevant jurisdiction, including, without limitation, the rules of any relevant clearing house or applicable banking practice;
  - (c) the instructions or any part thereof are not clear or not complete or insufficient for the Bank to effect or act upon;
  - (d) the instructions or any part thereof are not provided in accordance with the provisions of this Agreement or any manual applicable from time to time to the operation of the Service;
  - (e) the instructions are provided in such manner that the Bank does not have sufficient time to carry them out at the time specified in the instructions or are provided after the cut-off time for the relevant Service, as determined from time to time by the Bank and notified to the Customer;
  - (f) there are or would be insufficient funds in the Customer's account(s) to carry out the Customer's instructions at the time the Bank is entitled to debit such account(s) in order to execute the instructions; or
  - (g) the Bank decides such inaction or delay is appropriate or necessary in the circumstances of the case including, without limitation, where the circumstances are such that the transaction may not be properly or completely executed.
- The Bank shall inform the Customer as soon as reasonably possible of any inaction or delay pursuant to this Clause 2.3. Such notification may be made via the Service or any other method the Bank deems appropriate notwithstanding the provision of Clause 13.2.
- 2.4 If the Customer wishes to retract or modify any instructions in whole or in part, it shall provide the Bank with prior notice of such retraction or modification in writing or by any method permitted by the Bank. The Bank shall use reasonable efforts to comply with such request.

- 2.5 The Customer shall inform the Bank in writing of any material changes in the relevant particulars provided to the Bank pursuant to Clause 1.4 or otherwise. The Bank shall be entitled to a reasonable period of time from receipt to process any notification of change.

### **3. CONFIRMATION OF TRANSACTIONS**

If selected by the Customer in the Service Options Form, the Bank will deliver confirmations of transactions (the “Confirmations”) via the Service. The Customer shall inform the Bank in writing if it does not receive a Confirmation within 3 days of the expected date of receipt. The Customer shall examine all entries in each Confirmation and inform the Bank immediately in writing of any errors in or omissions from or unauthorised transactions reflected in the Records. The contents of each Confirmation shall be taken as accurate and shall be conclusive and binding against the Customer unless the Customer informs the Bank in writing of any errors or omissions or unauthorised transactions within 7 days of the transaction date.

### **4. GROUP INFORMATION AND GROUP DEBITING**

- 4.1 The Customer may request the Bank to provide information regarding the accounts of other companies (the “Group Information Service”) and/or to operate the account(s) of such companies (the “Group Debiting Service”), provided that:
- (a) the Customer has submitted an application in the form prescribed by the Bank specifying the company(ies) and account(s) to which the Group Information Service and/or Group Debiting Service (as the case may be) is/are requested
  - (b) the Bank approves the application; and
  - (c) each of the companies specified in the Customer’s application has submitted an authorization letter in the form prescribed by the Bank, in form and substance applicable to the Bank.
- 4.2 All relevant provisions of this Agreement shall apply to the Group Information Service and the Group Debiting Service.

### **5. TRANSACTIONS WITH OTHER FINANCIAL INSTITUTIONS**

- 5.1 If the Customer selects the use of the Service for transactions with other financial institutions in the Service Options Form, the Customer appoints the Bank as its agent on its behalf to request any other financial institution agreed to by the Bank to supply information about the Customer and its accounts via the Service or to use the Service to give effect to the Customer’s instructions.
- 5.2 The use of the Service for transactions with other financial institutions shall be subject to such terms and conditions as the Bank may specify including, without limitation, cut-off times for the receipt of instructions from the Customer, the financial institutions in relation to whom the Service is available and the aspects of the Service so available.
- 5.3 The Bank shall not be responsible for any delay or failure by any other financial institution in executing or acting upon any instructions relayed on behalf of the Customer to such financial institution.
- 5.4 The Bank makes no representation or warranty, and shall have no liability in relation to, the accuracy, completeness or sufficiency of any information provided by any other financial institution.

## **6. INTERFACE FUNCTION**

- 6.1 The Bank may, at the request of the Customer, provide interface function as part of the Service to facilitate the transmission, recognition and processing of data between and by the Customer's and Bank's computer systems.
- 6.2 The Customer agrees to notify the Bank in writing prior to making any changes, alterations or modifications to its computer systems ("Changes") in relation to which any such interface function (or any part thereof) is used or to be used or which may affect the functioning or effectiveness of the interface function or any part thereof. Upon receipt of notification of Changes (and provided that it is able to do so), the Bank will (on the basis of Clause 6.2A) on goodwill basis use reasonable efforts to modify the affected part of interface function in such manner as reasonably required to allow the interface function to be used with the Customer's computer systems after the Changes have been made.
- 6.2A For clarity, since the modification pursuant to Clause 6.2 will be made on goodwill basis by the Bank, the Bank does not make any representation or warranty as to, and will have no responsibility or liability in relation to:-
- (a) the ability to use the interface function or other Services after the Changes or modifications by the Bank have been made;
  - (b) the functioning or effectiveness of the interface function or other Services after the Changes or modifications by the Bank have been made; and/or
  - (c) the ability of the Bank to make any (or any appropriate) modifications at all prior or subsequent to the Customer's Changes.
- 6.3 The Bank, to the fullest extent allowed by law, shall not be liable or responsible for any direct, indirect or consequential losses, damages or liabilities which the Customer may suffer or incur as a result of any part of the interface function or other Services not being usable or not functioning at all or in the same manner as prior to the Changes or modifications by the Bank.

## **7. SYSTEMS, SECURITY AND LICENSES**

- 7.1 The Customer shall, at its own cost, provide all equipment and software necessary for the utilization of the Service and shall be responsible for ensuring that the equipment and software complies with the specifications stipulated by the Bank from time to time. This provision does not prohibit the Bank from providing (without any obligation to do so) software to the Customer in its sole discretion.
- 7.2 The Customer shall not sell, lease, make available or otherwise provide, directly or indirectly, the Service or any part thereof to any third party, or use the Service or any part thereof otherwise than as provided herein.
- 7.3 All software, interfaces, materials, manuals, instructions, data bases, trade secrets, processes and other information and documentation disclosed or otherwise made available to the Customer by the Bank relating to the Service, whether prior to, on or after the date of this Agreement, shall be the exclusive property of the Bank (the "Bank's Property"). The Customer shall treat the Bank's Property as confidential and shall not disclose or otherwise make it available in any form to any person other than those

previously authorized or approved by the Bank. The Customer shall not make any amendment, modification or change to the Bank's Property. The Customer agrees not to use the Bank's Property otherwise than for its own internal and proper business purposes contemplated under this Agreement.

The Customer shall, at the Bank's request and expense, co-operate with the Bank to protect the Bank's intellectual property rights in the Bank's Property. The Customer also agrees not to infringe upon or damage the Bank's intellectual property rights.

- 7.4 The Customer acknowledges that the Bank makes no warranty as to the operation of, merchantability, quality or fitness for use of any part of the Service or the Bank's Property. Any implied term as to any such warranty is excluded to the fullest extent permitted by law. The Customer also agrees that the Bank shall have no liability in relation to any products, services, software and/or content provided by third party service providers.
- 7.5 The Customer agrees that it shall be responsible for complying with all security measures and procedures relating to the Service as issued by the Bank from time to time. Without prejudice to the generality of the foregoing, the Customer shall be responsible for security arrangements concerning access to the Service, the control and confidentiality of User IDs, passwords and other security devices and information stored on its computer and communication systems. The Customer authorizes the Bank to furnish to persons authorized by the Customer to use the Service their passwords by way of personal delivery, post, e-mail or telephone. The Customer is liable under these Terms and Conditions for the acts and omissions of all users.
- 7.6 If the Customer suspects that there has or may have been or could be an unauthorized use of the Service or the Bank's Property or that there has or may have been or could be an unauthorized transmission of instructions, the Customer shall immediately inform the Bank and take all reasonable steps requested by the Bank to avoid or minimize actual or potential misuse of the Service and/or the Bank's Property. The Bank may, in such a situation, invalidate the User IDs, passwords and/or security devices, and/or restrict or suspend access to the Services for such time the Bank deems necessary to ensure any security concerns are addressed, without any liability to the Customer.

If the Bank suspects that there has or may have been or could be an unauthorized use of the Service or the Bank's Property or that there has or may have been or could be an unauthorized transmission of instructions or that the Service or Bank's Property have been compromised, the Bank may invalidate the User IDs, passwords and/or security devices, and/or restrict or suspend access to the Services for such time the Bank deems necessary to ensure any security concerns are addressed, without any liability to the Customer.

- 7.7 The Customer acknowledges and agrees that it is the Customer's responsibility to prepare and have in place a contingency plan and alternative arrangements in relation to circumstances in which the Service or any part thereof cannot be used.

## **8. SECURITY DEVICES**

- 8.1 The Bank may make available to the Customer, on the terms and conditions specified herein, security devices (the "Security Devices"). Security Devices include chips or tokens to provide user identification and/or digital signature generation or such other

device or method used for accessing the Service together with the User ID and password.

- 8.2 All Security Devices are the Bank's Property and the Customer shall return the Security Devices to the Bank forthwith upon request.
- 8.3 The use of a Security Device shall not limit or affect the Customer's obligations under this Agreement.
- 8.4 The Customer shall notify the Bank immediately if it believes a Security Device has been compromised. Clause 7.6 of this Agreement shall apply in such situations.

## **9. CONFIDENTIALITY AND DISCLOSURE**

- 9.1 The Bank will take reasonable care to ensure that customer information that is stored on the Bank's computer systems or transmitted via the Service is kept confidential.
- 9.2 The Customer irrevocably consents to the disclosure of any information made available by the Customer to the Bank (i) to the Bank's head office, branches, representative offices, holding company, subsidiaries and related corporations' and to third party service providers to whom the Bank has outsourced any function, whether located in Malaysia or elsewhere; (ii) to the Bank's host server and storage provider for the purpose of processing transactions and storing statements of account, advices, transaction records and other documents, data or records on which the customer's name or other particulars appear; (iii) as required or permitted by any applicable law, regulation or directive; (iv) to any authority including without limitation any central bank or other fiscal or monetary authority in any jurisdiction; (v) where it is necessary to give effect to an instruction from the Customer; (vi) to any potential assignee or transferee of the Bank in respect of its rights and/or obligations under or in connection with this Agreement; and (vii) to the Central Credit Reference Information System (CCRIS) maintained by Bank Negara Malaysia or any successor bureau, and any credit reporting agencies.

The Customer consents to the Bank receiving information from CCRIS, and any credit reporting agencies while the Bank is under no obligation to forward such consents to the credit reporting agencies.

- 9.3 The Customer acknowledges that the Bank may have to store, process and transmit information relating to the Customer and its accounts and transactions with the Bank through telecommunications or other networks and on its computer servers (wherever located) and authorizes the Bank to do so.

## **10. LIABILITIES AND INDEMNITIES; CUSTOMER'S REPRESENTATIONS**

- 10.1 Without prejudice to any indemnities and/or limitations of liabilities contained in other provisions of this Agreement, neither the Bank nor its holding company, subsidiaries, any related companies or any of its agents or correspondent banks (the "Related Parties") shall be liable or responsible for:
  - (a) delay or failure in performing any of its obligations hereunder which is caused by circumstances beyond its reasonable control, including but not limited to, the failure, malfunction, inaccessibility or unavailability of telecommunications, data communications, computer services, equipment, software or the Service, war, civil unrest, government actions, strikes, lock-outs or other industrial actions or trade disputes, Acts of God, electricity, power or transportation problems, or any act or



- omission of any third party including a clearing house or payee bank or other financial institution;
- (b) any liabilities, losses, costs, claims, damages, proceedings and expenses incurred by the Customer relating to or in connection with the Service or this Agreement unless caused directly by the Bank's, or in the case of any Related Party, such Related Party's gross negligence or wilful misconduct;
  - (c) any consequential, special, indirect or punitive losses, damages, costs or expenses, and any loss of profit or loss of data;
  - (d) any losses, delays, claims, actions, proceedings, liabilities, costs or expenses suffered or incurred by the Customer arising out of or in connection with the Bank's decision made under Clause 2.3 and/or Clause 2.4;
  - (e) any loss or damage suffered or incurred by the Customer in the course of the notice period for processing variations and/or changes to the Customer's particulars, as provided in Clause 2.5;
  - (f) any losses caused as a result of or in connection with any laws or regulations of countries where transactions are settled, cleared or collected or any exchange control restrictions which may be imposed from time to time.

For the avoidance of doubt, the limitation of liability, as referred to in Clause 10.1(b) of the Agreement, shall also apply to the installation by the Bank of applications on the Customer's equipment or systems

- 10.2 Except to the extent directly caused by the Bank's wilful default and gross negligence, the Customer shall hold the Bank and its Related Parties harmless and shall fully indemnify the Bank and its Related Parties in full against any liabilities, losses, costs, claims, damages, proceedings and expenses (including legal fees on a full indemnity basis) which the Bank and/or its Related Parties may incur as a result of providing the Services or any part thereof to the Customer or arising from or in connection with as a result of a breach by the Customer of its obligations under this Agreement.
- 10.3 The Customer represents and warrants that it has the corporate power and authority to enter into this Agreement and has taken all necessary action to authorize the execution and delivery of this Agreement and the performance of the transactions contemplated herein. The Customer also represents and warrants that this Agreement is legal, valid and binding on it and enforceable against it in accordance with its terms. The representations and warranties contained in this Agreement shall be correct at all times for the duration of this Agreement.
- 10.4 The benefit of any indemnities in favour of the Bank in the Agreement shall extend to the Bank's agents, officers and employees.

## **11. DEBITING OF CUSTOMER'S ACCOUNT FOR TRANSACTIONS, CHARGES AND OTHER SUMS**

- 11.1 The Bank is authorized to debit the Customer's account(s) for any amounts to be paid or incurred by the Customer for or in relation to any transaction under the Service.
- 11.2 The Bank may from time to time impose a charge at its prevailing rate for the registration or use of the Service or any part thereof and debit the Customer's account(s) with the Bank, wherever situated, in the amount of such charge. The Customer acknowledges that it has been separately notified of the rate of the Bank's charge for the Services prevailing as at the date of this Agreement and has agreed to the same. Notwithstanding

anything to the contrary in this Agreement or the Service Options Form, the Bank may, upon giving notice to the Customer, revise its charges at any time and from time to time.

- 11.3 Any goods and services tax, value-added tax, sales tax or any other similar taxes levied now or hereafter in relation to any Service or this Agreement shall be borne by the Customer and the Customer authorizes the Bank to debit the same from the Customer's account(s).

## **12. TERMINATION**

- 12.1 This Agreement may be terminated by either party giving the other at least 30 days' prior written notice of its intention to terminate. Notwithstanding the foregoing, the Bank may terminate this Agreement immediately and without prior written notice should any of the following events occur;
- (a) the Customer fails to pay any amount due and payable to the Bank in the prescribed time and manner;
  - (b) the Customer fails to observe or comply with or breaches any term or condition of this Agreement, or fails to comply with any procedure set out in any manuals provided to the Customer by the Bank;
  - (c) the Customer becomes bankrupt or insolvent, suspends or threatens to suspend payment of its debts, has a moratorium declared in respect of its debts, has a receiver, liquidator, special administrator or similar official appointed over it or a substantial portion of its assets, has a bankruptcy or winding-up petition filed against it, or enters into a composition or arrangement with its creditors;
  - (d) any event occurs which gives the Bank reasonable grounds for believing that the Customer may not be able to comply with its obligations hereunder; or
  - (e) there occurs any change in the legal and/or economic conditions affecting the Bank's ability to provide the Service or any part thereof.
- 12.2 Upon termination, the Customer shall immediately return to the Bank all of the Bank's Property and any copies thereof and pay all amounts owed to the Bank pursuant to this Agreement. Termination shall not affect any rights or remedies which have accrued up to the date of termination nor will it affect any provision of this Agreement which is intended to survive the termination hereof (including, without limitation, Clauses 10.1 and 10.2).

## **13. MISCELLANEOUS**

- 13.1 The Customer shall not assign its rights and/or transfer its obligations under this Agreement nor may the Customer create any security interest over any account used in connection with the Service without the prior written consent of the Bank.
- 13.2 Unless otherwise provided in this Agreement, any notice or communication under or in connection with this Agreement shall be delivered personally, or by post, courier, or facsimile to the Customer at the latest contact details in the Bank's records, and the Bank at the following addresses. The Bank may also deliver notices or communications in connection with the Services to the Customer by e-mail sent to the latest e-mail address(es) in the Bank's records or of any authorized user of the Services notified to the Bank.

To the Bank

Name	:	Sumitomo Mitsui Banking Corporation Malaysia Berhad
Attention	:	Trade and Transaction Banking
Address	:	Suite 22-03, Level 22, Integra Tower, The Intermark, 348,



Fax Number : Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia  
(03) 2165 1599

Proof of posting or dispatch of any notice or communication to the Customer shall be taken as proof of receipt:

- (a) in the case of a letter, on the fifth business day (days other than Saturday and Sunday on which the Bank is opened for business in the country specified in the Country Supplement, hereinafter the "Business Day") after posting;
- (b) in the case of delivery by courier, on the Business Day actually received;
- (c) in the case of any notice or communication made by facsimile, on the Business Day immediately following the date of dispatch of the relevant facsimile; and
- (d) in the case of any notice or communication sent by e-mail, on the Business Day actually sent (or if sent on a day which is not a Business Day, then on the Business Day immediately following such day).

- 13.3 As a separate and independent obligation, the Customer shall fully indemnify and hold harmless the Bank from and against any and all claims, demands, losses, liabilities, damages, expenses (including, without limitation, legal fees on a full indemnity basis) and costs which the Bank may incur, sustain or suffer as a consequence of accepting and acting on any fax communications from the Customer, except to the extent directly caused by the Bank's wilful default or gross negligence. The Customer agrees to deliver to the Bank without delay the original of any fax communications and to indicate clearly that it is in confirmation of the fax. The Bank shall not be responsible for any duplication, losses, claims, liabilities, expenses and costs that may be incurred by the Customer's failure to mark the original communication as aforesaid. The Bank shall not be liable for any fax communication which is unauthorized or fraudulent.
- 13.4 Unless the context otherwise requires, the term "Agreement" shall be construed to include this Agreement as the same may from time to time be amended, supplemented or modified.
- 13.5 This Agreement constitutes the entire agreement between the Bank and Customer and supersedes all other prior agreements and understanding between the parties concerning the Service. The Bank may by notice at any time and from time to time to add to, amend, modify, supplement or vary any of the terms and conditions herein. By continue using the Service after such notification, the Customer agrees to such additions, amendments, modifications, supplements and variations.
- 13.6 Without prejudice to Clause 13.5, in addition to this Agreement, the Bank's prevailing terms relating to accounts, remittances and transfers, letters of credit, currency exchanges and other banking facilities shall apply and be binding on the Customer in relation to those facilities, notwithstanding that the Customer requests those banking facilities via the Service. In the case of inconsistencies between those terms and this Agreement, those terms will prevail.
- 13.7 Headings used in this Agreement are for convenience only.
- 13.8 Each of the terms of this Agreement is severable from the others and if one or more of them becomes void, illegal or unenforceable, the remaining terms will not be affected.
- 13.9 The Country Supplement annexed hereto forms an integral part of this Agreement and in relation to the provision of any aspect of the Service in the country(ies) specified in the Country Supplement, the terms of the Country Supplement shall be construed as

amending or supplementing the terms of this Agreement. In the event of any inconsistency between this Agreement and the Country Supplement, the Country Supplement shall prevail. By signing this Agreement, the Customer shall be deemed to have agreed to the terms and conditions specified in the Country Supplement.

13.10 This Agreement and each transaction made under the Service shall be governed by and construed in accordance with the laws of Malaysia. The Customer hereby submits to the non-exclusive jurisdiction of the courts of Malaysia in relation to any dispute arising from or in connection with this Agreement and any such transaction. The Customer consents to service of process by registered mail to the last address notified by the Customer to the Bank (without prejudice to any other method of service allowed by law).

13.11 The Company hereby represents and warrants to the Bank that it has:

(a) obtained the consent of the Company's director(s), officers, authorised signatories, managers, users or such other persons specified (collectively, "Authorised Person(s)") for the processing and disclosure of their personal details and information (including account details, transactions and dealings with the Bank) as specified by the Bank under the Personal Data Protection Act 2010 as disclosed in the Bank's Privacy Notice at [www. www.smbc.co.jp/global/malaysia](http://www.smbc.co.jp/global/malaysia) which the Company has informed the Authorised Persons to read.

(b) informed the Authorised Person(s) that the Bank may conduct credit checks, collect and verify information given by them with the authorities, CCRIS, credit bureaus and credit reporting agencies.

(c) has obtained the Authorised Person(s)'s consent for the credit reporting agencies to disclose their credit report/information to the Bank for the application for and continuation of the Services and for the Bank's risk management and review.

13.12 All complaints and/or disputes relating to the Services may be made either in person or in writing, via telephone, fax or e-mail, specifying the nature of the complaint and/or dispute and directed to the Bank at the following address:-

**Complaints Unit**

**Sumitomo Mitsui Banking Corporation Malaysia Berhad**

(Co. No: 926374-U)

Suite 22-03, Level 22, Integra Tower, The Intermark,  
348, Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia

Tel No: 03-2176 1500

Fax No: 03-2165 1599

Email: [ComplaintsUnit@my.smbc.co.jp](mailto:ComplaintsUnit@my.smbc.co.jp)

13.13 The Bank shall investigate all genuine complaints upon receipt of all requisite information and evidence relating to such complaint. The Customer may appeal to the senior management of the Bank or to the Financial Markets Ombudsman Service or Bank Negara Malaysia (as applicable) if the Customer is not satisfied with the decision of the Bank pertaining to any complaint.

13.14 All liabilities and limitation or release of liabilities of either the Bank or the Customer shall be to the extent permitted by applicable laws, rules and regulations.

- 13.15 The Bank reserves the right at any time and time to time to add to, amend, notify, supplement or vary the terms and conditions of the Agreement and this Country Supplement in the manner stated in Clause 13.2 of the Agreement or in any of the following ways:-
- (a) by notice on any of the Bank's internet websites;
  - (b) by notice in any account statement sent to the Customer;
  - (c) by notice posted at the Bank's office(s);
  - (d) by notice sent to the Customer's last known address ; or
  - (e) by any other mode the Bank deems suitable.
- 13.16 If the Customer does not accept the amendments, modifications, supplements or variations, the Customer shall take positive action to terminate the Services provided by the Bank before the end of the relevant notice period. The Customer will remain liable for all transactions initiated before the termination.
- 13.17 The provision and use of the Services shall at all times be subject to all applicable laws, rules and regulations including guidelines and standards issued by Bank Negara Malaysia, and/or any other relevant statutory body. The Customer hereby undertakes that its use of the Services shall at all time be compliant with applicable laws, rules and regulations and that the Customer shall ensure its own compliance with the same.