

TERMS AND CONDITIONS FOR BSN SMS BANKING

1. GENERAL

- 1.1 By registering, accessing and using SMS Banking, the Customer has agreed to be bound by these Terms and Conditions without limitation or qualification.
- 1.2 These Terms and Conditions together with all supplements, amendments and variations thereto shall collectively constitute an agreement between the Customer and BSN and shall apply to SMS Banking.
- 1.3 These Terms and Conditions shall be read together with any other terms and conditions governing the use of other facilities, benefits, products or services which BSN may make available from time to time in connection with SMS Banking. In the event of any conflict, these Terms and Conditions shall prevail.

2. DEFINITIONS

"Account(s)" means one or more accounts held by the Customer and/or facilities provided by BSN including but not limited to savings accounts, credit card accounts, loans, or such other accounts and/or facilities which may be accessed through SMS Banking as may be determined by BSN from time to time;

"ATM" means automated teller machines belonging to BSN;

"Bank Fee" means service charges or transaction fees imposed by BSN for using SMS Banking service to perform transactions;

"SMS charges" means the cost involved to send SMS to MSISDN;

"Customer" means the person in whose name the Account is maintained with BSN who has been permitted by BSN to access and use SMS Banking;

"SMS Banking" means the services and products made available by BSN from time to time to the Customer by the use of the Customer's Mobile Phone;

"BSN" refers to Bank Simpanan Nasional

"MSISDN" means Mobile Subscriber Integrated Services Digital Network, which is the Mobile Phone number in short;

"Mobile Phone" means any SIM (Subscriber Identification Module) card enabled mobile device bearing the Mobile Phone number from which one can access and use SMS Banking from time to time;

"SMS" means short messaging system which is the transmission of short text messages to and from Mobile Phones in accordance with the prevailing standards prescribed;

"Terms and Conditions" means these terms and conditions in respect of SMS Banking including any addendums, the terms of services, policies and procedures and all other documents which form part of the Terms and Conditions;

3. REGISTRATION

3.1 Customer who has an existing Account with BSN and is 18 years old and above is eligible to subscribe and register to use SMS Banking.

3.2 Registration can be made over the counter at any BSN branches.

3.3 In enable for Customer's telephone to be successfully registered, 4 digit UAC will be provided to the Customer via print out on SMP-1 form and Customer will receive an SMS consists of:

- (i) M-PIN (6 digit); and
- (ii) 2 digit UAC

For successful registration, Customer will need to key in both the M-Pin and the UAC digit by typing, **ACT<space>M-PIN<space>6 digit UAC (4 digit + 2 digit)**

3.4 BSN has the absolute discretion to approve or reject any application for SMS Banking without giving any reason.

4 WARRANTIES AND RESPONSIBILITIES

4.1 The Customer's use of SMS Banking are governed by these Terms and Conditions, which are to be read together with other terms and conditions, any other rules and regulations governing the Account and/or products of BSN, BSN's rules and regulations and the rules and regulations of any funds transfer system to which BSN belongs.

4.2 The Customer agrees to use SMS Banking strictly as provided by these Terms and Condition where if there is any conflict or inconsistency between these Terms and Conditions and other terms and conditions governing the Account, these Terms and Conditions shall prevail to the extent of such conflict or inconsistency.

- 4.3 The Customer agrees to properly maintain his Account(s) and comply with the terms and conditions governing the Account and any other rules and/or regulations governing his Account(s). The Customer further warrants to comply with all applicable laws, ordinances, codes, rules, regulations, notices, instructions or directives of the relevant authorities or any notices, instructions, directives or guidelines given by BSN in connection with SMS Banking. BSN reserves the right to suspend/terminate or cancel or prevent the Customer from accessing SMS Banking in the event the Customer breaches any of the rules and regulations imposed.
- 4.4 The Customer agrees that the first use of SMS Banking by the Customer will constitute the Customer's agreement to and receipt of these Terms and Conditions as well as the Customer's acknowledgement and acceptance of the inherent risks in conducting any transaction over the Mobile Phone.
- 4.5 The Customer is prohibited from fraudulently registering for SMS Banking. Anyone caught impersonating another customer, whether an individual or another legal entity, will be responsible for any costs and/or losses incurred as a result of their fraudulent activity. Abusing the services of SMS Banking may result in immediate termination/suspension of SMS Banking service. BSN reserves the right, from time to time, to request from the Customer additional information in which case the Customer shall provide the information so required, failing which the service may be terminated/suspended by BSN at its sole discretion.
- 4.6 The Customer shall not use the SMS Banking for any illegal activity under all laws applicable to SMS Banking.
- 4.7 The Customer may only register a maximum of 2 accounts (1 GIRO and 1 Wadiah) for the purpose of SMS Banking.
- 4.8 All records of transactions performed through BSN authorized or registered MSISDN will constitute binding and conclusive evidence of the Customer registering for and transacting with SMS Banking. These include short code number 36898 and additional 3 numbers to be published or any additional numbers that may be published from time to time by BSN.
- 4.9 The use of SMS Banking is subject to such other applicable terms, conditions, rules and regulations of and imposed by Bank Negara Malaysia and/or any other regulatory or governmental authority.
- 4.10 The SMS Banking account is not transferable and shall be used exclusively by the Customer.
- 4.11 The SMS Banking transaction and/or SMS Banking cannot be pledged or used in any matter by the Customer as form of security for any purposes whatsoever.

- 4.12 The Customer shall be responsible to check and verify all transactions initiated before sending the required digit confirmation code including but not limited to the amount and recipient information for third-party fund transfer, purchase of PIN, purchase of Sijil Simpanan Premium and any other purchase or transfer of fund as BSN shall not entertain any refund request for wrongful entry.
- 4.13 The Customer hereby agrees that BSN's record and any records of communications, operations or transactions made or performed, processed or effected through the BSN's SMS Banking by the Customer or a person purporting to be the Customer with or without the Customer's consent and/or acknowledgement and/or authority or any record of transaction relating to the operation of any of BSN's SMS Banking services shall be binding and conclusive evidence of the transaction and the Customer hereby acknowledges that he shall be fully liable for all such transaction effected.
- 4.14 The Customer shall immediately notify BSN by telephone and in any case not later than 12 hours thereof upon receipt of incomplete, garbled or inaccurate data or information or any data or information which is not intended to the Customer and the Customer shall delete such data or information from the Mobile Phone.
- 4.15 The Customer acknowledges that the Customer's name and MSISDN and such other personal information may be disclosed to any parties as may be required or permitted by law as identification when a transaction is affected.
- 4.16 The Customer undertakes to observe all security measures prescribed by BSN concerning SMS Banking, or generally in respect of the use of SMS Banking services. It is the Customer's responsibility to ensure that no confidential information is divulged to and/or accessed by unauthorized third parties. If the Customer suspects any unauthorized third parties have obtained any confidential information, it is the Customer's responsibility to notify BSN immediately. BSN shall not be shall not be liable to any loss or damage (including without limitation any loss of funds) incurred or suffered by the Customer or any other party in the event any or all of the Customer's information or funds are accessed, used or howsoever otherwise dealt with by the third parties under the SMS Banking services.
- 4.17 The Customer agrees to indemnify and keep BSN indemnified from and against any and all claims, losses, liabilities, cost and expenses (including but not limited to any legal fees) arising directly or indirectly or which may arise out of the Customer's breach or violation of these Terms and Conditions or any third party rights or the Customer's use or purported use of the SMS Banking services or due to the delay and/or failure of such SMS Banking services. This obligation to indemnify BSN shall survive the termination of the SMS Banking services.

5 USE OF SMS BANKING

- 5.1 Upon activation of SMS Banking services and subject to the Customer's maintenance of the relevant Account(s) with the BSN, the Customer shall be able to access the following SMS Banking services:
- (i) Account balance enquiry
 - (ii) Fund transfer
 - (iii) Bill payment
 - (iv) PIN purchase
 - (v) Sijil Simpanan Premium purchase
 - (vi) Mobile reload or top-up
 - (vii) Such other services as BSN and / or any other third party may from time to time, make available to the Customer on the SMS Banking services.
- 5.2 BSN will not provide any statement of account in respect of the SMS Banking transactions. The Customer shall be responsible for keeping track of all of his SMS Banking transactions. The Customer is also advised to periodically check the Account(s) balances at appropriate length of time subsequent to the transaction performed and to immediately notify BSN of any irregularity or errors. Should there be any unauthorised transactions or unauthorised access suspected, the Customer must immediately notify BSN via telephone at 1.300.881900.

6 REPRESENTATIONS & WARRANTIES: DISCLAIMER

- 6.1 The information and materials in the SMS Banking services, including but not limited to services, products, information, data, text, graphics, or other items are provided by BSN on an "as is" and "as available" basis. All such materials and information (including text, graphics or other items) are subject to change without notice at BSN's sole discretion.
- 6.2 References to information and material contained in the SMS Banking services shall include any information and material as may be provided by third parties. The Customer is advised to visit, telephone, e-mail, fax or write to such parties for more information or to confirm the information contained therein.
- 6.3 BSN does not make any express or implied warranties, representations or endorsements including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, correctness, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of the SMS Banking services, the material, information and/or functions therein and expressly disclaims liability for errors and omissions in such materials, information and/or functions. Without derogation of the above and/or the terms and conditions of the applicable agreements governing all the products and services of BSN, reasonable measures has been taken by BSN to ensure the accuracy and validity of all information relating to transactions and products of BSN.

- 6.4 BSN shall not be responsible or liable for any loss caused or damage incurred or suffered by the Customer or any other person as a consequence of using the SMS Banking services.
- 6.5 Further, BSN does not warrant or represent that access to the whole or parts of the SMS Banking services, the materials, information and/or functions contained therein will be provided uninterrupted or free from errors or that any identified defect will be corrected, or that there will be no delays, failures, errors or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to the Customer's Mobile Phone system.
- 6.6 Although BSN shall use reasonable endeavors to ensure that all information transmitted or received via SMS Banking is secured and cannot be accessed by unauthorized third parties, BSN does not warrant the security or confidentiality of any information transmitted through the Customer's telecommunications service providers or any other network service provider that provides the Customer with telecommunications and connectivity services necessary for the provision of SMS Banking.
- 6.7 It is expressly agreed and declared by all parties hereto that BSN shall not be liable or responsible to the Customer and/or any other person(s) for any losses, damages, costs or expenses whatsoever suffered by such person(s) arising out of or in connection with the issue, use, withdrawal and/or termination of SMS Banking resulting from or in consequence of any act or omission by BSN except in the case of gross negligence or fraudulent conduct by BSN, for which such liability shall be limited to the amount of actual loss only.
- 6.8 BSN shall not for any reason whatsoever be liable for damages suffered or loss by the Customer under any circumstances whatsoever whether or not such circumstances relate to or arise out of these Terms and Conditions including but not limited to non-acceptance for any reasons whatsoever of SMS Banking by anyone, person or body, restriction or cancellation of the SMS Banking, or under any other circumstances.
- 6.9 BSN shall not be responsible or liable for any loss caused or damage incurred or suffered by the Customer or any other person arising from any or more of the following events or matters howsoever caused or accrued:
- (a) any breach of confidentiality and security of any information transmitted through SMS in the Customer's use of the SMS Banking services;
 - (b) any interruption, unavailability, delay or disruption in the telecommunication services employed for the Customer's use of the SMS Banking services;

- (c) prohibition, suspension, delay, restriction of access to the Customer's use of the SMS Banking services, an /or any other failure or default, by a third party, in particular where the SMS Banking services or the products are provided jointly by BSN and a third party;
- (d) any corruption, destruction, alteration, loss or error in the information, data and/or content in the course of transmission relating to the Customer's use of the SMS Banking services;
- (e) any inaccessibility, unavailability or non-functioning of the SMS Banking services for whatever reason;
- (f) any event, the occurrence of which is beyond BSN's reasonable control, including but not limited to fire, earthquake, flood, lightning, riots, strikes, lockouts, government action, war, disruption of electrical or power supply, intrusion, interference or attack by any person, virus, worms, macros or other harmful components or deleterious programs or files;
- (g) any inaccuracy or incompleteness of any information, data and/or content given by the Customer in relation to any transactions or performance or otherwise in relation to the provision of any of the SMS Banking services;
- (h) the Customer's inability to perform any transactions due to limits set by BSN from time to time;
- (i) the Customer's failure, neglect or omission to act in accordance with or breach of these Terms and Conditions and any other rules, regulations, policies and guidelines currently in force;
- (j) any delay in the delivery or non-delivery of any confirmation, information, data and/or content in respect of the SMS Banking services to the Customer; or
- (k) any act, omission, failure, default or negligence of any third parties.

6.10 BSN shall not be held liable for any loss or damages howsoever arising whether in contract, tort, negligence, strict liability or any other basis, including but not limited to, direct or indirect, special, incidental, consequential or punitive damages, or loss of profits or loss of savings arising in connection with the Customer's access or use or the inability to access or use SMS Banking services, any technical failure interruption error omission delay IN operation that are not attributable to BSN's Systems or equipment, whether or not BSN has been advised of the possibility of such damages or loss. This exclusion clause shall take effect to the fullest extent permitted by law.

7 VALIDITY AND ACCESS TO INFORMATION

- 7.1 The Customer hereby warrants that all information pertaining to the identity and personal circumstances of the Customer are true and correct. BSN shall request for identification to verify the information and reserves the right to request for further validation of information and to reject the request if the information cannot be validated or is found incorrect.
- 7.2 Upon receipt of the Customer's written request, BSN may at its absolute discretion provide the Customer with the details of transactions provided always that such details requested shall not be earlier than three (3) months from the date of receipt of such request.

8 FEE AND CHARGES

- 8.1 The Customer acknowledges that BSN shall be entitled to levy or impose Bank Fees from time to time in respect of the SMS Banking services rendered to the Customer.
- 8.2 The Customer shall be responsible for all telecommunication fees and charges incurred relating to its access and connection to SMS Banking services including such subscription charges, fees and other charges imposed by network service providers and additional charges imposed by any other third parties.
- 8.3 The Customer agrees that he shall remain liable to pay any fees and charges payable to BSN in accordance with other terms and conditions, any other rules and regulations governing the Account and/or products of BSN.
- 8.4 Subject to other terms and conditions, any other rules and regulations governing the Account and/or products of BSN, the Customer acknowledges that BSN reserves the right to debit the Customer's Account(s) for any applicable Bank Fee, Government charges, stamp duties or taxes payable as a result of the use of SMS Banking services.

9 LIMIT OF TRANSACTIONS

- 9.1 The Customer agrees and accepts that BSN reserves the right to impose such limits and conditions to all transactions performed by the Customer through SMS Banking services as BSN deems fit from time to time. The Customer further agrees and accepts that the Customer's transaction is limited to such maximum daily limit that may be imposed by BSN from time to time. The Customer shall ensure that the limit shall be observed.
- 9.2 In the event that the Account is overdrawn for any reason whatsoever including the exercise by BSN of its right of set-off or as a result of BSN executing the instructions of the Customer via SMS Banking services, the Customer shall on

demand pay to BSN the amount of moneys overdrawn and until such payment, the Customer shall abstain from performing any other transaction in the Account through SMS Banking services or otherwise.

- 9.3 The Customer agrees that BSN has the sole and absolute right to require the Customer to maintain a minimum balance at any one time in the Customer's Account(s). The Customer's failure to maintain such minimum balance as required by BSN could at BSN's discretion result in a penalty being imposed against the Customer or lead to a suspension or termination of SMS Banking services.
- 9.4 The Customer shall not be entitled to use SMS Banking services, if there exists any restrictions whatsoever on the Account(s) either imposed by BSN or by the relevant authorities.

10 TERMINATION/SUSPENSION

- 10.1 BSN may at any time, in its absolute discretion suspend or terminate the Customer's right of access to SMS Banking services or any portion of it for any reason whatsoever without notice and without any obligation to give any reasons therefor.
- 10.2 BSN is entitled to terminate the Customer's right of access to SMS Banking services should the Customer cease to maintain any Account(s) with BSN which can be accessed via SMS Banking services or should the Customer's access to such Account(s) be restricted by BSN or any other party for any reasons.
- 10.3 The Customer may terminate SMS Banking services by giving prior written notice to BSN. SMS Banking services will be cancelled within seven (7) days from the date of BSN's receipt of the said notice of termination and the Customer hereby agrees not to use SMS Banking services and further agree that BSN shall not be obliged to effect any of the instructions received via SMS Banking services on any day falling after the receipt of the Customer's notice of termination.
- 10.4 The Customer acknowledges that termination will not affect the Customer's liability or obligations in respect of instructions processed and or effected via SMS Banking services by BSN on the Customer's behalf.

11 CONSEQUENCES OF SUSPENSION/TERMINATION

- 11.1 The Customer agrees that should BSN terminate/suspend SMS Banking services, BSN shall not be obliged to refund or return any money in the SMS Banking services transaction..
- 11.2 Upon suspension, BSN may at its absolute discretion reconnect the SMS Banking services account, subject to the Customer paying a reconnection fee, all

outstanding amounts due to BSN and/or any other amounts as may be required by BSN for the reconnection of the SMS Banking services account.

- 11.3 The provisions of this Clause 11 are without prejudice to any of BSN's other rights and remedies under these Terms and Conditions or at law.

12 AMENDMENT AND MODIFICATION OF TERMS & CONDITIONS

- 12.1 BSN reserves the right to add, amend, delete or vary any of these Terms and Conditions by way of notice as deemed acceptable to BSN from time to time.

- 12.2 The Customer should view the revised Terms and Conditions upon access to SMS Banking services and use of SMS Banking services thereafter shall constitute the Customer's acceptance to the variations, amendments or supplements.

13 TRADEMARK & PROPRIETARY RIGHTS

- 13.1 All trade marks, service marks, and logos displayed in SMS Banking services are the property of BSN and/or their respective third party proprietors.

- 13.2 The Customer acknowledges that all proprietary rights (including without limitation title, patent rights and copyrights) in SMS Banking services shall at all times vest and remain vested with BSN.

14 WAIVER

No failure or delay on the part of BSN in exercising nor any omission to exercise any right, power, privilege or remedy provided in these Terms and Conditions shall constitute a waiver or acquiescence of such default which shall effect or impair any right, power, privilege or remedy herein.

15 SEVERABILITY

The Customer agree that if any of these Terms and Conditions become invalid, illegal, or unenforceable pursuant to any law, then the validity, legality and unenforceability of the remaining provisions shall not in anyway be affected or impaired.

16 SUCCESSORS BOUND

These Terms and Conditions herein shall be binding upon the heirs personal representatives executors and successors in title of the Customer and on the successors in title, assigns of BSN and the Customer shall not be entitled to assign any of the Customer's rights or obligations under these Terms and Conditions herein unless with the express prior written consent of BSN.

17 LAW & JURISDICTION

These Terms and Conditions are governed by and are to be construed in accordance with laws of Malaysia. By using the services provided herein by Bsn, the Customer hereby consents to the exclusive jurisdiction of the courts in Malaysia in all disputes arising out of relating to the use of SMS Banking services.