BSN Pay – Terms and Conditions

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

Terms & Conditions of Access

THE FOLLOWING TERMS AND CONDITIONS APPLY TO YOUR ACCESS AND/OR USE OF BSN PAY AND/OR THE PRODUCTS AND/OR SERVICES PROVIDED BY BANK SIMPANAN NASIONAL ('BSN') ON BSN PAY AND/OR THE INFORMATION, GRAPHICS AND/OR MATERIALS AVAILABLE ON BSN PAY.

BY ACCESSING, DOWNLOADING AND USING BSN PAY AND/OR THE PRODUCTS AND/OR SERVICES PROVIDED BY BANK SIMPANAN NASIONAL ('BSN') ON BSN PAY AND/OR THE INFORMATION, GRAPHICS AND/OR MATERIALS AVAILABLE ON BSN PAY, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS WITHOUT LIMITATION OR QUALIFICATION.

IF YOU DO NOT ACCEPT ANY OF THESE TERMS AND CONDITIONS, PLEASE IMMEDIATELY DISCONTINUE YOUR ACCESS AND/OR USE OF BSN PAY AND/OR THE PRODUCTS AND/OR SERVICES PROVIDED BY BSN ON BSN PAY AND/OR THE INFORMATION, GRAPHICS AND/OR MATERIALS ON BSN PAY.

1. GENERAL

1.1 The term "BSN" as used in these terms and conditions refers to Bank Simpanan Nasional and its subsidiaries, either individually and/or collectively as the context requires.

1.2 All products and services of the BSN provided via BSN Pay are subject to the relevant terms and conditions or the provisions of the applicable agreements governing their use. These Terms and Conditions are meant to regulate your access to BSN Pay and they are to be read together with the applicable terms and conditions governing any transaction, product and/or service provided in www.bsn.com.my. In the event of conflict between these terms and conditions and the terms and conditions governing the relevant transactions, products and/or services available on BSN Pay, the latter will prevail.

1.3 These Terms and Conditions and all supplements, amendments and variations that may be made thereon by BSN from time to time shall collectively constitute the agreement between the BSN Pay User and BSN and shall apply to your access and/or use of BSN Pay and/or the services provided by BSN via BSN Pay and/or the information, graphics and/or materials on BSN Pay.

1.4 The information, material, products and/or services described and/or offered by BSN-on-BSN Pay are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject BSN to any restriction within such jurisdiction or country.

1.5 The information, material, contents, products and/or services available on BSN Pay may be changed from time to time with or without notice at BSN's sole discretion. Your continued access and/or use of BSN Pay and/or the products and/or services provided by BSN via BSN Pay and/or the information, graphics and/or materials on BSN Pay available and/or provided subsequent to any such change will be deemed as your binding and willful acceptance of those changes.

2. DEFINITIONS AND INTERPRETATION

2.1 In these Terms and Conditions unless the context otherwise requires:

"Account"	Means the Corporate Card account opened by you with BSN that links to BSN Pay.
"Bank/BSN"	Means Bank Simpanan Nasional.
"BSNeBiz"	Means an online payment solution that offers a range of products and services to accommodate your business needs.
"BSNSecure"	Means BSN's Multi-Factor Authentication (MFA) feature that provides an additional

	layer of security when performing card-related transactions. It helps verify your identity and protects your account by ensuring that only authorized transactions are approved.
"BSN Pay"	Means a digital platform, available as a mobile application and website, that enables merchants with BSNeBiz username and password to process payments and access financial reporting services.
"BSN's Website"	Means the Bank's official website www.bsn.com.my
"Device Biometrics Authentication"	Means the feature that allows the usage of the Mobile Device's biometric authentication module, such as but not limited to, face ID or fingerprint ID, to perform authentication of your identity in replacement of other authentication methods.
"e-Commerce"	Means electronic commerce, being the exchange of goods and services for payment made between the BSN Pay User and merchant where all of the Transactions are performed via electronic communications.
"BSN Pay User" or "you"	Means the person who registered under a full name and identification number as the authorized user to use BSN Pay.
"Force Majeure Event"	Means events resulting directly or indirectly from the action or inaction of any governmental or local authority or any strike, boycott, blockade, act of God, civil disturbance or cause beyond the control of the Bank.
"Password"	Means a password or code that is used to authenticate the identity of a customer and to authorize a transaction. A pass code may consist of numbers, letters, a combination of both, or a phrase.
"PIN"	Means the Personal Identification Number.
"Push Notification"	Means notification via mobile application.
"Transaction"	Means all the transactions debited from BSN Pay for the purchases of goods and payments to merchants.
"Terms and Conditions"	Means these terms and conditions for BSN Pay as may be varied or modified from time to time at BSN's sole discretion.

2.2 In these Terms and Conditions unless otherwise expressly provided:

a) Words denoting one gender include all other genders and words denoting the singular include the plural and vice versa;
b) Words denoting persons shall also include their respective heirs, personal representatives and successors in title or permitted assigns;
c) Any reference to a sub clause, clause or party is to the relevant sub clause, clause or party of and to these Terms and Conditions and includes all amendments and modifications made to these Terms and Conditions from time to time in force;
d) Any reference to a statutory provision includes any modifications, consolidation or re-enactments for the time being in force and all statutory instruments or orders made pursuant thereto;
e) The word "Ringgit Malaysia" and the abbreviation "RM" means the lawful currency of Malaysia;
f) The headings in Terms and Conditions are inserted merely for convenience of reference and shall not affect the interpretation of the provisions herein contained.

3. ACCEPTANCE OF BSN PAY

3.1 Upon your successful registration of BSN Pay, BSN shall make available BSN Pay facilities to you subject to these Terms and Conditions. Upon launching or use of BSN Pay, you agree to be fully bound by these Terms and Conditions.

3.2 You are required to register, verify password, create PIN, and/or Biometric Authentication features in order to

access certain functions provided through BSN Pay. Where allowed, you may choose to enable your biometric reader as an alternative to the required personalized PIN.

3.3 You must ensure that any PIN, password or security features (including but not limited to biometrics) which allow you to access BSN Pay to perform any monetary transactions or to access BSN Pay itself or any feature provided through BSN Pay shall be safely kept at all times. BSN shall not be held liable for losses suffered by you due to any negligent act on your part, including where you deliberately or accidentally disclose passwords to other third parties (for example, scammers) or where your device is hacked or stolen.

3.4 You acknowledge and agree to subscribe to receive Push Notification service from BSN upon registration of BSN Pay, which includes **BSNSecure** (Multi-Factor Authentication) transaction notification and notification on fraudulent transactions.

3.5 You acknowledge and agree to the terms and conditions of Biometric Authentication service provided including but not limited to fingerprint scanning or face identification upon registration of BSN Pay.

3.6 You undertake not to disclose any credentials or login details used to access BSN Pay including your BSNeBiz username and password, merchant sub-user credentials, corporate supplementary card details, or any associated security codes to any person. You are liable for any debit entry on BSN Pay arising from any unauthorized transaction. BSN will not be held responsible for any unauthorized transaction resulting from such disclosure by you.

3.7 You acknowledge and agree that any funding into BSN Pay from a debit card, savings account or current account shall not be used for any unlawful activities.

3.8 BSN reserves the right to freeze and/or close BSN Pay for any reason unless not permitted by law including but not limited to:

a) Suspicious transactions; and/or
b) BSN Pay account was created under stolen BSNeBiz ID; and/or
c) Any other information that was deemed fraudulent at the time of registration.

3.9 Upon being made aware of any report made on stolen BSNeBiz ID used to create your BSN Pay account, we reserve our right to freeze your account until the investigation is completed, and BSN is satisfied that you can continue to use your BSN Pay. We may at any time request you to visit our nearest branch to perform the necessary verification of your identity.

4. COVENANTS BY BSN PAY USER

4.1 The BSN Pay User covenants, represents, undertakes and/or warrants to BSN as follows:

a) that only BSN Pay User who has been successfully registered by BSN shall be entitled to use BSN Pay;
b) to exercise all possible care at all times to ensure the safety and confidentiality of your BSN Pay username, and password;
c) to comply with all other conditions for the use of BSN Pay and any conditions that may from time to time be imposed by BSN;
d) to use BSN Pay solely for the purpose of receive payments or any other transactions allowed by us from time to time;
e) to not use BSN Pay for any unlawful activities including but not limited to illegal online banking, betting or gambling;
f) to ensure that all transactions performed using BSN Pay and the funds used to execute them are neither obtained from any unlawful source nor related to any unlawful activity under applicable laws, including the Financial Services Act 2013 (FSA), the Development Financial Institutions Act 2002 (DFIA) and the Anti-Money

Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (AMLATFPUAA);

g) it shall promptly supply BSN with all necessary information and materials at its own expense as may be required by BSN from time to time (for such reasonable purpose in relation to the access and/or use of BSN Pay as may be notified to the BSN Pay User) and where applicable, hereby authorize BSN to supplement, modify or reproduce such information and material in order to correct any errors, ensure compatibility and appropriateness of the same for such purpose provided always that prior approval of the BSN Pay User shall be obtained for any proposed change thereof;

h) the BSN Pay User shall ensure that any information that you provide to BSN is true, complete and updated. In the event that there are any changes to the said information and details, you shall notify BSN immediately. You acknowledge that BSN shall not be liable for and that you shall indemnify BSN for any loss or damage that may arise due to your failure or delay keeping BSN updated as to any changes to the said information; and

i) You shall at all times utilize BSN Pay in compliance with these Terms and Conditions.

4.2 The BSN Pay User shall take reasonable precautions not to disclose your username and password to any unauthorized person. If BSN Pay User discovers that her/his BSN Pay is being compromised, thereof immediately without undue delay, notify BSN (with confirmation in writing within a reasonable period thereafter). You shall make police report and a copy of the same shall be extended to us.

4.3 The BSN Pay User shall not allow or empower any third party to use his/her BSN Pay and shall not transfer or relinquish control or ownership of BSN Pay or use it for purposes that are not permitted by BSN.

4.4 The BSN Pay User is responsible for ensuring sufficient funds in the account before effecting the transaction.

4.5 The BSN Pay User is responsible to check the transaction history and/or statement from time to time to ensure that the transactions performed are correct and notify BSN in writing within fourteen (14) calendar days from the transaction date if there are any errors, discrepancies, or omissions. If not, the transaction will be considered accurate.

5. MANNER OF USE

5.1 The BSN Pay User shall comply with all requirements, directions, instructions and guidelines for use of BSN Pay User provided by BSN from time to time in respect of all credit, banking facilities and services rendered to the BSN Pay User.

5.2 The BSN Pay User shall be liable for all charges and advances arising from all transactions, whether authorized or unauthorized, affected by BSN Pay.

5.3 Notwithstanding any other provisions set out herein, we may at any point of time with or without notice cancel, revoke, suspend, block or restrict the use of BSN Pay or block a transaction made through BSN Pay upon the occurrence of any one of the following events but not limited to:

a) BSN Pay is used for payment for any illegal purchases;

b) BSN Pay is used for payment for any unlawful transactions or transactions that will or is in breach of the laws of Malaysia;

c) BSN Pay is used for the purchase of goods and services that will be resold i.e. not for personal use of the BSN Pay User;

d) use of false identity to open and operate BSN Pay; and/or

e) use of BSN Pay for the purpose of Money Laundering and Terrorist Financing (MLTF) activities.

The registration and use of BSN Pay shall be subject to all provisions of FSA, DFIA, AMLATFPUAA and all regulations and directives made thereunder by BNM. The BSN Pay User agrees to release BSN from all liability from loss or damages that they may suffer as a result of BSN decision to cancel, revoke, suspend, block or restrict the use of

the BSN Pay or to block a transaction made through the BSN Pay.

6. FEES AND CHARGES

6.1 Access to BSN Pay is currently provided free of charge. However, you agree and acknowledge that BSN reserves the sole right and discretion to levy a charge for the same or any portion thereof at any time in the future, subject always to our giving you prior notice of the same. Where applicable, BSN will notify you through publication/posting on BSN's website of any changes or fees that the BSN Pay User may incur for any services provided by BSN. Please note that any products and/or services offered by BSN on BSN Pay may be subject to the applicable fees and/or charges as imposed from time to time by BSN, subject to the terms and conditions of the respective products and/or services.

6.2 The BSN Pay User shall keep track of the current fees or charges imposed by BSN on BSN's Website. The BSN Pay User shall be notified of any changes to these Terms and Conditions within twenty-one (21) Calendar days prior to the date of implementation.

6.3 Further thereto and notwithstanding the same, you also agree and acknowledge that there may be certain products and/or services available on BSN Pay, whether existing at present or made available in the future, which require you registering with us in order to access and use the same. In such instances, you agree and acknowledge that we reserve the sole right and discretion to levy a charge for your said registration and/or access to and use of the said services or any portion thereof. For these purposes, you shall be duly notified of the relevant charges, if any, upon registration and your completion of the registration process, access to or use of the said services thereto shall constitute your agreement and binding acceptance of the same.

6.4 The BSN Pay User will be liable for and will indemnify BSN on all claims made against BSN and all penalties, charges, damages, claims, losses, costs and expenses (legal or otherwise including costs on a solicitor and client basis) that BSN may reasonably incur as a result of any expenses incurred by BSN in the enforcement of BSN rights and entitlements under these Terms and Conditions and the recovery of monies owed by the BSN Pay User to BSN under BSN Pay and for any other reasonable fees and charges imposed by BSN for services and facilities rendered to the BSN Pay User.

7. TERMINATION/WITHDRAWAL/SUSPENSION OF USE OF BSN PAY

7.1 BSN Pay shall remain the property of BSN at all times. BSN Pay shall be used exclusively by the BSN Pay User and shall not transfer or otherwise part with the control or possession of BSN Pay for any use or purpose unauthorized by BSN.

7.2 BSN is entitled at any time to terminate the use of, withdraw or suspend the use of BSN Pay or otherwise refuse any transaction to be affected on BSN Pay if BSN are made aware of any breach of these Terms and Conditions by the BSN Pay User.

7.3 The BSN Pay User agrees to release BSN from all liabilities and to indemnify BSN and hold BSN harmless against any claims or demands whatsoever arising directly or indirectly from the withdrawal of, suspension of or refusal to affect any transactions on BSN Pay including any purported claim for defamation or for any losses.

7.4 In addition to BSN rights set out above, BSN may at any time terminate the use and withdraw BSN Pay upon the happening of any or all the following events:

a) BSN Pay User is adjudicated bankrupt or become insolvent, dies or become insane;
b) Any BSN Pay User's real or personal property is the subject of a levy of execution, writ of attachment, or any other legal encumbrance; and/or

c) BSN Pay User fails to comply with any of the provisions set out in these Terms and Conditions.

7.5 The BSN Pay User may terminate BSN Pay by a formal written request to us. Termination of the BSN Pay shall not affect the BSN Pay User's liability for any monies owing to BSN up to date prior to and up to the date of termination.

7.6 Upon cancellation of BSN Pay or upon revocation, suspension, termination or restriction on the use of BSN Pay by the BSN Pay User or BSN, all outstanding monies due under the BSN Pay shall become due and payable immediately and the BSN Pay User shall settle in full to BSN, failing which BSN shall proceed to take any action deemed necessary to recover the same.

8. LIABILITY OF BSN PAY USERS

8.1 The BSN Pay User will be fully liable for all transactions affected through the username and password whether performed with or without your knowledge or authority.

8.2 The BSN Pay User will take reasonable precautions not to disclose your username and password to any unauthorized person. If the BSN Pay User upon discovery that her/his BSN Pay is being compromised, thereof immediately without undue delay, notify BSN (with confirmation in writing within a reasonable period thereafter). You will make police report and a copy of the same shall be extended to us.

8.3 The BSN Pay User will be liable and remain liable for all transactions incurred from unauthorized usage of the BSN Pay if investigations by BSN and/or the authorities reveal that you were directly and indirectly involved in the procurement of any merchandise through the use of the BSN Pay.

8.4 BSN must be notified, in writing of any attempt/unauthorized transactions and the BSN Pay User will be responsible for any transaction or use of the BSN Pay prior to receipt of such notification by BSN.

8.5 The BSN Pay User further agrees to be liable for, indemnify and hold harmless BSN from and against any and all losses, claims, damages, liabilities, obligations, costs, fees and expenses whatsoever (including legal fees on a solicitor and own client basis) that are caused by reasons or arising from the following:

a) any breach by BSN Pay User of any its obligations, undertakings and/or covenants under these Terms and Conditions;
b) BSN Pay User's use of BSN Pay; or
c) any action or claim by any person arising from misconduct, mistake, default, fraud, negligence or unauthorized act of BSN Pay User;
d) acceptance of any instruction given by BSN Pay User;
e) BSN Pay User's failure to take reasonable steps to keep your BSN Pay and/or BSNeBiz private and/or secure at all times;
f) BSN enforcing its rights against BSN Pay User;
g) The unauthorized access to or use of BSN Pay User's BSN Pay contributed by BSN Pay User's failure to comply with these Terms and Conditions. This includes (but is not limited to) if you:
   (i) Selects an unsuitable or weak password;
   (ii) Fails to reasonably safeguard its username and password from unauthorized use; or
   (iii) Unreasonably delays notifying BSN that there has been unauthorized access or activity on your accounts.
h) BSN complying with any court judgement or any court order, or any decree or directive or order whether or not having the force of law issued by any legally constituted tribunal body entity or authority, arising from any court actions or court proceedings or from any other proceedings, actions or claims other than that of a court and which are applicable to or directed to or in any way related to BSN Pay User.

9. DISCLAIMER OF LIABILITY OF BSN

9.1 You hereby agree and acknowledge that BSN shall not liable for any loss or damages howsoever arising whether in contract, tort, negligence, strict liability or any other basis, including without limitation, direct or indirect, special, incidental, consequential or punitive damages, or loss profits or savings arising in connection with your access or use or the inability to access or use BSN Pay (or any third party link to or from BSN Pay), reliance on the information available on BSN Pay, any technical, hardware or software failure of any kind, the interruption, error, omission, delay in operation, computer viruses, or otherwise.

9.2 While BSN has taken all reasonable steps to ensure the accuracy and completeness of the content of the BSN Pay, BSN exclude any warranties, undertakings, or representations to the full extent permitted under applicable law, that BSN Pay or any part of the content or materials, accuracy, availability or completeness of the content of BSN Pay or any part of the contents are appropriate. This exclusion clause shall take effect to the fullest extent permitted by law.

10. ENQUIRIES/COMPLAINTS/COMMUNICATION

10.1 Please contact the relevant channel below if you would like to request permission to place a link to any part of BSN Pay:

- Merchant Helpdesk:
  Tel: 03-2028 6636/03-2028 6630 (Mon–Fri, 9:00 AM – 5:00 PM)
  Email: merchant@bsn.com.my

- BSN Visa Corporate Card-i Cardholders:
  Tel: 03-2688 0800
  Email: customercard@bsn.com.my

- BSN Visa Business Debit Cardholders:
  BSN Contact Centre: 03-2613 1900

- Authorization Team:
  03-2028 5855 (Available 24 hours)

11. ELECTRONIC COMMERCE (e-COMMERCE)

11.1 The BSN Pay User agrees that any e-commerce transaction(s) recorded by BSN that is affected by the use of the BSN Pay shall be conclusive and binding on the BSN Pay User. The BSN Pay User shall be liable for all changes and advances whatsoever arising from all e-commerce transactions, whether authorized or unauthorized, effected with the BSN Pay.

11.2 BSN is not responsible and shall not be liable for the goods or services purchased with the BSN Pay online via internet or any other means by which the BSN Pay User has authorized. BSN is not responsible for the delivery, quality, safety, legality, fitness for purpose or any other aspect of the goods or services (including any defects or deficiency in any goods or services) purchased by you from any online merchants from whom the relevant goods and services were purchased. The BSN Pay User agrees to settle all disputes directly with the merchant. The BSN Pay User shall not be entitled to set off or counterclaim against BSN or to withhold payment to BSN on account of such complaint or under any circumstances whatsoever in respect of your claim against the merchant. The BSN Pay User shall not initiate any claim or take legal action against BSN for any claim that the BSN Pay User take against the merchant or for any issues with regards to the delivery, quality, safety, legality, fitness for purpose or

any other aspect of the goods or services that you have purchased from the merchant.

11.3 By using BSN Pay to purchase goods and/or services through online internet sites or portals, the BSN Pay User will be responsible for the security of such use at all times. The BSN Pay User agrees that the entry of BSNeBiz username and password information on the internet shall be sufficient proof the authenticity of such instructions. BSN is under no obligation to verify the identity or the authority of the person entering BSNeBiz username and password information and BSN shall not be liable for acting on such use BSN Pay regardless of whether the person is authorized or unauthorized and regardless of the circumstances prevailing at the time of the transaction. However, BSN reserves the right to block, suspend, or decline any such transaction over the internet if BSN has any reason to doubt its authenticity or if, in its opinion, it is suspicious in nature, unlawful, or otherwise improper to do so for any other reason.

12. DISCLOSURE OF INFORMATION AND PERSONAL DATA

12.1 You hereby grant BSN consents and authorize BSN to collect, process, disclose, transfer, maintain, store and retain the BSN Pay User's Personal Data in accordance with Personal Data Protection Act 2010 (PDPA). Personal Data under this Clause has the same meaning given under the PDPA ("Personal Data").

12.2 By using the BSN Pay, you grant us permission to access the device and associated software you use to access BSN Pay. This includes technologies such as cookies, log files, device identifiers, and other data sources like your device's touchscreen, microphone, camera, and audio systems. We collect this technical information to enhance our services and improve on the BSN Pay experience.

12.3 If we identify any activity that could compromise the BSN Pay functionality or security, we have the right to suggest specific changes to help you continue using BSN Pay safely. Should you choose not to implement these changes, you acknowledge that your continued use of BSN Pay may expose you to potential security risks, and you agree to release us from any responsibility related to such risks. In certain high-risk configurations, access to BSN Pay may be restricted.

12.4 BSN shall be entitled to disclose and the BSN Pay User hereby authorizes BSN and/or its officers make use or disclose, divulge or reveal any information relating to the BSN Pay User and his/her account, the BSN Pay User's affairs, the facilities and/or any account whether under these Terms and Conditions or otherwise which the BSN Pay User may have with BSN and Personal Data of the BSN Pay User including but not limited address, telephone number or email address pursuant to Development Financial Institution Act 2002 and Personal Data Protection Act 2010, in such manner and to such extent as the Bank may at its sole and absolute discretion deem fit:

a) to any merchant, any bank or financial institution for the purpose of processing any transaction effected through the use of BSN Pay or any investigation of whatsoever nature to be made;
b) for or in connection with any action or proceeding taken for the purpose of recovery of monies due and payable by the BSN Pay User to BSN under these Terms and Conditions;
c) to any party providing services or other professional advisers to BSN (including outsourcing vendors, debt collection agents, auditors, solicitors, agents, consultants);
d) to the subsidiary of BSN provided that to whom such information is disclosed to and the purpose of such disclosure will be notified by BSN to you provided further that BSN shall take all reasonable care to ensure that such information shall remain confidential within BSN's group of subsidiaries;
e) to any other third parties subject to your express consent to the same or if required by any Court order;
f) to any authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over BSN; and/or
g) to any other party whosoever as BSN may for any request made in relation to legal, regulatory and/or statutory requirement.

12.5 You hereby further authorize BSN to procure any information from any person, organization, authority, company,

corporation, court or any other entity of any information required by BSN.

12.6 BSN Pay User hereby expressly consents to such disclosure and confirms and declares that the terms contained therein shall be subject to the Privacy Policy which is accessible at BSN's Website. In the event of any inconsistency between the terms contained herein with the terms set out in the Privacy Policy, the terms and conditions in the Privacy Policy shall prevail.

12.7 The BSN Pay User acknowledges that the BSN Pay User has the right to withdraw the consent given earlier according to the process as stated in the Privacy Policy. However, the withdrawal of the BSN Pay User's consent may affect the services provided by BSN to the BSN Pay User. In such instances, BSN will have the right to not provide or discontinue the provision of any product, service, account(s) and/or facility(ies) that is/are linked with such information by giving notice to the BSN Pay User.

13. FORCE MAJEURE

13.1 Without prejudice of any of the provisions of these Terms and Conditions, the BSN Pay User agrees that BSN shall not be liable for any failure to perform in whole or in part of any its obligations herein caused by an act of God, insurrection or civil disorder, military operations or act of terrorism, all emergency, acts of omission of Government, or any competent authority, labor trouble or industrial disputes of any kind, fire, lightning, subsidence, explosion, floods, acts of omission of persons or bodies for whom BSN has no control over or any cause beyond BSN's reasonable control.

13.2 The service may occasionally be affected by interference caused by objects beyond BSN's control such as the failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, electromagnetic interference, equipment failure or congestion in mobile payment system. In the event of such interference, BSN shall not be responsible for any inability to use or access the service, interruption or disruption of the service.

14. ANTI-CORRUPTION LAWS AND ANTI-MONEY LAUNDERING

14.1 The BSN Pay User represents and warrants to BSN that he/she will use BSN Pay and operate BSN Pay in compliance with all applicable Anti-Corruption Laws, policies and regulations.

14.2 The BSN Pay User warrants that none of the funds moving to and from BSN Pay represent proceeds of, or will be used for, any unlawful activities as defined in the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities 2001 ("the Anti-Money Laundering Act").

14.3 The BSN Pay User undertakes not to commit any of the following while accessing or using the BSN Pay:
a) Engage, directly or indirectly, in a transaction involving an unlawful activity;
b) Conceal or disguise the true nature of any unlawful activity; and/or
c) Utilize any monies from the BSN Pay User account for any money laundering or other unlawful purpose.

14.4 BSN Pay User agrees that BSN has the right to request BSN Pay User to furnish BSN with all documents, information and authorization that BSN reasonably needs to open and maintain your account for the purposes of BSN meeting 'Know Your Customer', Anti-Money Laundering and Anti-Financing-Terrorism requirements and any other laws and regulations which BSN needs or agrees to keep to. BSN Pay User shall inform BSN promptly, in writing, of any change in any documents, information or authorization given to BSN, and provide BSN with supporting documents and evidence of such changes.

14.5 In order to comply with local or foreign law, regulations, voluntary codes, directives, judgements or court orders,

and any authorities, regulators or enforcement agencies, policies, good practice, government sanctions or embargoes, reporting requirements under financial legislation and demands or requests of any authority, regulator, tribunal, enforcement agencies, exchange bodies related to money laundering and unlawful activity, BSN has the right to take any action it believes to be necessary, which includes freezing of funds, preventing operation of an account, refusing a request for funds from you, not allowing you to access and/or use the BSN Pay or delaying or cancelling a transaction. BSN is not required to notify BSN Pay User until a reasonable time after it is permitted to do so under those law or policies. BSN will not be liable for any loss arising out of any action taken or any delay or failure by BSN, in performing any of its duties or other obligations.

15. TAXES

15.1 Any taxes or levies now or hereafter imposed by law or required to be paid respect of any monies payable to or to be received by BSN on any expenses incurred or to be incurred by BSN (except were prohibited by law) shall be borne by the BSN Pay User.

15.2 BSN reserves the right to debit your BSN Pay for such taxes or levies payable.

16. PRESERVATION OF RIGHTS AND ENTITLEMENT

16.1 Notwithstanding anything in these Terms and Conditions, BSN's rights and entitlement under these Terms and Conditions shall continue to remain in full force and effect and shall survive any cancellation, revocation or suspension of BSN Pay by BSN.

17. NOTICES AND VARIATION

17.1 BSN reserves the right to add, delete, alter or amend any of these Terms and Conditions at any time and from time to time upon giving twenty-one (21) calendar days prior notice to the BSN Pay User and they shall become effective on such date as BSN may elect to adopt such addition, deletion, alteration or amendment. Such notice may be published by BSN via BSN's Website and/or through any other mode of communication as determined by BSN. In the event the BSN Pay User not agreeable to such variation, addition and/or amendment, the BSN Pay User shall cease to use BSN Pay, failing which the BSN Pay User shall be deemed to have accepted such variation, addition and/or amendment.

18. COMPLIANCE WITH REGULATORY REQUIREMENTS

18.1 BSN Pay agrees to abide by any regulatory requirement and will disclose all required information to BSN as and when necessary and required to satisfy any regulatory requirements. The information disclosed by the BSN Pay User shall be deemed to be accurate and final for BSN to process the transactions.

18.2 The BSN Pay User agrees that BSN has the right to hold any fund residing in BSN Pay to ensure compliance with relevant regulatory requirement to BSN reserve the right to debit the BSN Pay account in the event of non-compliance with the relevant regulatory requirement.

19. WAIVER

19.1 Notwithstanding any provision to the contrary, no failure or delay on the part of the Bank in exercising any rights and entitlement under this Terms and Conditions shall be construed as a waiver and shall continue to remain in full force and effect and shall survive any cancellation, revocation or suspension of BSN Pay by the Bank or termination of these Terms and Conditions.

20. WARNING STATEMENT FOR FALSE CLAIM

20.1 Any fraudulent claim or attempt thereof shall not be tolerated. The Bank shall refer the matter to the authorities and shall have the right to commence legal proceedings against the BSN Pay User.

21. DISCLAIMER

21.1 The information and materials on BSN Pay, including but not limited to services, products, information, data, text, graphics, audio, video, links or other items, are provided by BSN on an "as is" and "as available" basis. The said information and materials are strictly meant for your reference and information only, and shall not, at any time whatsoever, be assumed or deemed to be intended for any business or commercial purposes or to constitute an offer or solicitation and/or the giving of advice in respect of investment, financial or banking services by BSN. BSN reserves the right to add, amend or remove any or all of the provisions herein or any or all of the materials and information at any time at its absolute discretion.

21.2 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, accuracy, currentness, satisfactory quality, reliability, fitness for a particular purpose in respect of BSN Pay, 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 will be taken by BSN to ensure the accuracy and validity of all information relating to transactions and products of BSN.

21.3 BSN does not warrant or represent that access to the whole or part(s) of BSN Pay, 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 your computer system.

21.4 You are solely responsible to evaluate the quality, adequacy, completeness and usefulness of all services, content, advice, opinions and other information obtained or accessible through BSN Pay; seek further independent professional advice at all times and obtain independent verification of the materials and information provided on BSN Pay prior to making any investment, business or commercial decision based on any such materials or information. You are responsible for making your own assessment when accessing and/or using BSN Pay and/or the products and/or services available on BSN Pay and the content of BSN Pay and you agree that your access and use thereof shall be at all times at your sole risk.

21.5 BSN shall not at any time be liable to you or any other person for any damage or loss suffered (including all direct, indirect, special or consequential damages, economic loss, loss of profits or loss of opportunity) arising from any interruption or unavailability of BSN Pay, BSN's products and/or services available on BSN Pay and/or the content of BSN Pay and/or your access to and use of the same for whatever reason other than a failure in the system where such failure is due to BSN's direct actions, negligence or omission, or where BSN has been duly informed of its possibility; or from any delay or error in any transmission or communication pertaining to your access and

use of BSN Pay as well as the products and/or services and the content available on BSN Pay.

22. COPYRIGHT

22.1 Copyright of the materials on BSN Pay are owned or licensed by BSN. Except where necessary for viewing the materials on this document or BSN Pay, no materials on BSN Pay may be reproduced, printed, copied, adapted, uploaded to a third party, linked to, framed, performed in public, distributed or transmitted in any form by any process without the specific prior written consent of BSN.

22.2 You also may not, without BSN's express prior written consent, insert a link to BSN Pay or on any other platform, frame or "mirror" any material contained on BSN Pay on any other server.

22.3 Any such unauthorized reproduction, retransmission or other copying or modification of any of the contents of BSN Pay may be in breach of statutory or common law rights which could be the subject of legal action. BSN disclaims all liability which may arise from any unauthorized reproduction or use of the contents of BSN Pay.

23. TRADEMARKS

23.1 BSN and/or its respective third-party proprietors as identified on BSN Pay own the trademarks, service marks, and logos displayed on BSN Pay. These may not be used without the written permission of BSN.

23.2 Unless the prior written consent of BSN or the relevant third-party proprietor of any of the trademarks, service marks or logos appearing on BSN Pay has been obtained, no license or right is granted to any party accessing BSN Pay to use, download, reproduce, copy or modify such trademarks, services marks or logos. No part of these materials may be modified, reproduced, stored in a retrieval system, transmitted, copied, distributed or used in any other way for commercial or public purposes without BSN's prior written consent.

24. LINKS TO OTHER WEBSITES

24.1 BSN Pay may contain links to other websites operated by third parties ("Third Party Websites"). BSN does not endorse or approve of the operators of Third-Party Websites, or the information, graphics and material on those Third-Party Websites ("Third-Party Material").

24.2 Subject to any applicable law which cannot be excluded, BSN makes no warranties or representations:

a) Regarding the quality, accuracy, merchantability or fitness for purpose of Third-Party Material or products or services available through Third-Party Websites; or whether Third-Party Material does not infringe the intellectual property rights of any person. BSN does not authorize the reproduction of Third-Party Material by linking Material on this website to Third-Party Material.

b) When you follow a link on BSN Pay, material at a Third-Party Website may be displayed in your browser framed by the BSN Pay. This material is also Third-Party Material for the purpose of these Terms & Conditions.

c) All offers to sell and statements relating to goods and services available on Third-Party Websites are the responsibility of and given by the Third-Party Website operator. In so far as such offers and statements on BSN Pay, such offers and statements are made by BSN on behalf of the operator. BSN expressly disclaims acting in any other respect on behalf of Third-Party Website operators. BSN may receive payments from operators of Third-Party Websites in relation to goods or services supplied by the operator as a result of your linking to the Third-Party Website from BSN Pay.

25. INDEMNITY

25.1 You hereby agree to fully indemnify, defend, release and save BSN harmless against all damages, losses, expenses and costs (including legal costs and disbursements) suffered or incurred by BSN, whether directly or indirectly, in connection with or as a result of your breach of any provision under these Terms and Conditions, in addition and without prejudice to any other right or remedy of BSN, whether under these Terms and Conditions or otherwise.

26. TERMINATION OF SERVICES

26.1 These Terms and Conditions (and the agreement constituted by your use of the information, graphics and materials on BSN Pay and your access to BSN Pay may be terminated at any time by BSN without notice. BSN reserves the right to terminate and/or suspend you access to this BSN Pay and/or use of these online services at any time without notice and without assigning any reason whatsoever and without any liability whatsoever to you or any other third party for doing so. Notwithstanding the above, BSN may terminate, suspend or restrict your access to BSN Pay immediately if:

a) you have provided BSN with false or incomplete information for your access to, or use of BSN Pay or if any of your representation and warranties provided to us is found untrue, inaccurate and/or misleading;
b) you breach or potentially breach of any term, condition or provision of these Terms and Conditions or laid down by any legal, regulatory or authority or body relevant hereto;
c) you fail to pay any fees or charges when they are due;
d) you cease to maintain any account(s) with BSN which can be accessed via BSN Pay;
e) you commit or there is suspicion that you have committed fraudulent act;
f) it is necessary or appropriate by BSN to do so for the purpose of ensuring or maintaining the security of BSN Pay;
g) If you become or threaten to become or is in jeopardy of becoming subject to any form to insolvency administration;
h) If it is directed or instructed by Bank Negara Malaysia or any other relevant authorities to affect the same;
i) In BSN's opinion, it is in the public interest to do so.

26.2 The consent and indemnity granted by you to BSN and all disclaimers and limitations of liability of BSN will survive termination.

26.3 Notwithstanding the suspension and/or termination mentioned herein, BSN's and BSN Pay User's rights and/or obligations and/or liabilities in relation to the obligations, undertakings and covenants hereunder which accrued prior to the date of suspension and/or termination shall continue to be binding upon it.

26.4 BSN Pay User acknowledges that the suspension and/or termination specified above shall not affect BSN Pay User's liability or obligations in respect of instructions provided to and/or processed by BSN on your behalf.

27. MISCELLANEOUS

27.1 The failure of BSN to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision.

27.2 If any part of these Terms and Conditions is determined 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 the remainder of the other provisions of the terms and conditions shall continue in full force and effect. BSN reserves the right at its discretion to amend these Terms and Conditions and/or vary the products and/or services offered by BSN on BSN Pay and the contents of BSN Pay or any portion at any time. Any rights not expressly granted herein are reserved.

27.3 The information and materials contained in or accessed through BSN Pay shall not be considered or constructed as an offer or solicitation to sell, buy, give, take, issue, allot or transfer, or as the giving of any advice in respect of shares, stocks, bonds, notes, interests, unit trusts, mutual funds or other securities, investments, loans, advances, credits or deposits in any jurisdiction.

27.4 BSN may assign these Terms and Conditions, the licenses and any of its rights or obligations hereunder to any party including to a party which BSN acquires or purchases its assets or liabilities thereof or to a party that has acquired, merged with or taken over BSN.

27.5 These Terms and Conditions shall be read together with the Frequently Asked Questions (FAQ). In the event of inconsistency, the terms in Terms and Conditions shall be applicable and prevail over the terms in the Frequently Asked Questions.

27.6 In the event of any inconsistency or conflict between the English version and the Bahasa Melayu version of these Terms and Conditions, the English version shall prevail and be deemed the authoritative version.

28. LAW AND JURSIDICTION JURISDICTION

28.1 These terms and conditions are governed by and are to be construed in accordance with the laws of Malaysia. By accessing and/or using BSN Pay and/or the products and/or services provided by BSN on and/or the content of BSN Pay, you hereby consent to the exclusive jurisdiction of the Malaysian courts in Kuala Lumpur, Malaysia in all disputes arising out of or relating to the access and/or use of the same.

28.2 Nothing herein shall be construed as a representation by BSN that the materials, information, functions and/or services contained in or accessed through BSN Pay are appropriate or available for use in jurisdictions other than Malaysia.

Thank you for choosing BSN Pay.