

Citibank Global Transfer Service Terms and Conditions

1. Citibank Global Transfer service (“Service”) enables me to initiate an electronic funds transfer from my Account (as hereinafter defined) to such Citibank accounts overseas (“Citibank Destination Account” as hereinafter defined) through Citibank Online at <http://www.citibank.com.my> (“Website”). For this purpose, the relevant Citibank Destination Account must be located in one of the destinations set out in the Website.
2. The Service is available to me subject to the Citibank Account Terms and Conditions, limits and procedures whether contained in these Terms and Conditions or as prescribed by the Bank from time to time at the Bank’s discretion.
3. These Terms and Conditions govern my rights and obligations, as the customer, and the Bank, in connection with the access and use of this Service. By accessing the Website or using this Service, I HEREBY ACKNOWLEDGE AND ACCEPT that my access and use of this Service shall be governed by these Terms and Conditions. In the event of any inconsistency or conflict between the Bank’s general rules, procedures, terms and conditions as determined from time to time, AND these Terms and Conditions, these Terms and Conditions shall prevail unless specifically provided otherwise.
4. In these Terms and Conditions, the following terms and expressions shall have the following meanings unless the context requires otherwise:
 - 4.1 "Card" means my validly issued and unexpired Citibank Debit & ATM card.
 - 4.2 “Citibank Destination Account” shall mean the Receiver’s account with Citibank overseas, which is located in one of the destination countries listed in the Website from time to time.
 - 4.3 "Customer Terminal" means any computer, mobile phones or other devices (including personal computers, notebooks, laptops, personal digital assistants, etc.) from which I access and use the Service from time to time.
 - 4.4. “**Direct Damages**” means actual damages or losses suffered by me as a result of a direct and immediate action by the Bank and shall not include any compensation for special, punitive, indirect, incidental or consequential damages or losses of any kind whatsoever, including but not limited to loss of profits, business or value, whether or not foreseeable.
 - 4.4 “Funds Transfer Instructions” means the requests made and particulars given by me to the Bank via the pre-structured electronic instruction form on the Website to effect funds transfer to the relevant Citibank Destination Account in accordance with the procedures and prompts set out in the Service under the Website.
 - 4.5 "my Account" means my savings, checking or foreign currency call account (with or without an overdraft facility) opened and maintained with the Bank in Malaysia, (whether alone or jointly with any other person(s)), which Account may be used in relation to the Service.

- 4.6 "Receiver" means a person, corporation or entity who has accounts at Citibank overseas and is a payee under the Service.
- 4.7 "Service" mean the Citibank Global Transfer service, which is an online funds transfer service made available by the Bank through the Website for the transfer of funds from my Account to any Citibank Destination Account in accordance with and subject to these Terms and Conditions.
- 4.8 "Response" or "respond" means any positive confirmation, non-acceptance, acknowledgement, rejection, cancellation or reply by the Bank to any Fund Transfer Instruction.
- 4.9 "these Terms and Conditions" means the Citibank Global Transfer Service Terms and Conditions, and wherever applicable, shall include (i) any rules, procedures, terms and conditions for this Service, as determined by the Bank from time to time and (ii) any documents, directives, correspondence and agreements referred to in these Terms and Conditions and made a part thereof, together with any amendments made from time to time to any of the foregoing.
- 4.10 "Use of the Service" means any access and/or use of the Service through the Website.
- 4.11 "Website" means the website found at www.citibank.com.my.
- 4.12 "the Bank", refer to Citibank Berhad (Company No. 297089-M), Malaysia.

5. Accessing Citibank Global Transfer service

5.1. I may access and use the Service once I have complied with and completed the registration procedures in accordance with the procedures and prompts set out in the Funds Transfer section of the Website and my application has not been declined by the Bank. Without limiting the generality of the foregoing, I acknowledge that the Bank may at the Bank's discretion refuse registration to any one without giving any reason and/or notice thereof.

5.2 My Card number, password and other Security Features

In order to access the Service, I need to key in my Card or Account number, and any other particulars or security features such as passwords, etc. as determined by the Bank from time to time ("security information") into the Customer Terminal in accordance with the prompts and procedures set out in the Website.

6. Service Availability

The Service will usually be available 24 hours a day, 7 days a week. However, the Service accessed through the Website may not be available at certain times due to the maintenance and/or malfunction of the Bank's system and/or reasons beyond the control of the Bank. I agree that the Bank will not be responsible for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalized settings or my failure to access the Website or the Service. The Bank reserves the right to change or discontinue, temporarily or permanently, the Service at any time with prior notice (where practicable) to me. The Bank may also suspend, refuse or terminate my access to the Website or Use of the Service at any time with prior notice (where practicable) to me. I agree that the Bank will not be liable to me or any third party for any modification or discontinuance of the Service

or for any loss, liability or damage whatsoever which may be incurred as a result of any of the foregoing in this Clause 6. The Bank makes no warranty that the Service or any other services provided hereunder will be available at the times stated herein.

7. Funds transfer instructions

7.1 By initiating the Funds Transfer Instructions to the Bank, I authorise the Bank to act upon any Funds Transfer Instructions made in accordance with the procedures and prompts set out in the Website. Such Funds Transfer Instructions, upon receipt by the Bank, shall be effected in accordance with the procedures, limits and conditions set forth herein or otherwise determined by the Bank from time to time. I agree that my Use of the Service is entirely at my own risk and that proof of any transmission of funds transfer via the Service shall not constitute proof of actual receipt thereof by the Bank until a Response has been received by me via the procedures and prompts set out in the Website or via such other Customer Terminal, as the case may be. For the avoidance of doubt, a Response means a response that the Funds Transfer Instructions has been received by the Bank and shall not at any time signify a response indicating that payment has been made to the relevant Citibank Destination Account in accordance with the Funds Transfer Instructions.

7.2 There is a limit to the amount of funds that I can transfer a day, as set out in the Website subject always to my compliance with the relevant exchange control requirements) and the applicable rules, orders, regulations and directions made thereunder, including any applicable limits and purpose of transfer permitted therein (the details of which can be accessed through the Bank Negara Malaysia's website at <http://www.bnm.gov.my/>), I can transfer or pay any amount to the relevant Citibank Destination Account up to such daily limit prescribed by the Bank from time to time. The Bank may at the Bank's discretion and from time to time revise such transfer limits or impose additional conditions.

7.3 The Bank shall neither be liable for acting upon such Funds Transfer Instructions nor be obliged to investigate the authenticity or authority of persons effecting my Funds Transfer Instructions or verify the accuracy and completeness of my Funds Transfer Instructions. I shall accept full responsibility for all transactions executed via this Service and in particular for ensuring the accuracy and completeness of my Funds Transfer Instructions. To the fullest extent permitted by law, the Funds Transfer Instructions shall be deemed to be irrevocable and binding on me notwithstanding any conflict or inconsistency with any other prior instructions given by me to the Bank or any error, fraud, forgery, lack of clarity or misunderstanding in any instructions received by the Bank.

7.4 I agree that the Bank may at the Bank's discretion, cancel or not execute any or all of my Funds Transfer Instructions at any time without giving any reasons. I understand and agree that payments cannot be stopped, cancelled or changed once the Funds Transfer Instructions have been given by me for whatever reason.

7.5 The Bank shall not be obliged to carry out any Funds Transfer Instructions unless and until my Account with the Bank and/or overdraft has sufficient funds or credit to effect the relevant Funds Transfer Instructions. If I wish to transfer funds from any Account and the Bank have placed a hold in respect of such funds, I acknowledge that I can only transfer such funds from such Account after the expiry of the hold period.

7.6 In addition to my other obligations and responsibilities set forth herein, I accept sole responsibility for :

7.6.1 Ensuring that all details of the Funds Transfer Instructions are stated accurately, including without limitation the details of all particulars required by the Bank.

7.6.2 Complying with all requirements, procedures, methods of payment or other terms and conditions imposed by Citibank where the relevant Citibank Destination Account is maintained.

8. Security

8.1 It is my sole responsibility to protect my personal identification information, my Account information and my security information such as my Card and my Account number, personal identification number and details. My personal identification information by itself or together with information on my Card or my Account may allow unauthorised access to and/or operation of my Card or my Account. I am responsible for the use and operation of my Account, whether authorized by me or not and it is my responsibility to protect my personal identification, security and Account information with the same or higher level of care as is required of me in protecting my physical Card. I will not share my password with any person, or leave my Computer Terminal unattended without first exiting the Website.

8.2 If my Card has been lost or stolen, or where someone has otherwise operated the Service with my Card or Account number and details, or other security information without my permission, I shall comply with all procedures, terms and conditions prescribed by the Bank and I agree that all disputed or unauthorised payments made using my Card or my Account details or other security information shall be referred to the Bank verification and resolution.

8.3 Without prejudice to any other provision under these Terms and Conditions, I shall indemnify, defend and hold the Bank harmless from and against any and all claims, demands, suits, actions, judgments, damages, costs, losses, expenses (including legal fees and expenses on a solicitor and client basis) and other liabilities arising from, in connection with or related in any way to :

8.3.1 my lost or stolen Card;

8.3.2 any unauthorised transactions via this Service as a result of my lost or stolen Card; or

8.3.3 any transactions via the Service using my Card or Account number and details, or other security information whether with or without my permission or knowledge.

9. Payee Limitations

Notwithstanding anything to the contrary stated herein, all Funds Transfer Instructions received by the Bank shall be processed at the Bank's discretion. The Bank reserves the right to refuse to effect any Funds Transfer Instructions for any reason whatsoever.

10. Disputes

10.1 All communications through the Service which fulfill the Bank internal requirements shall be deemed to be valid, accurate and authentic, and given the same effect as, written and/or signed documentary communications. I agree that any evidence of any Funds Transfer Instructions and communications effected by any Use of the Service, including such evidence in the form of the Bank's computer records, transaction logs, magnetic tapes, cartridges, computer printouts, copies of any communication, or any other form of electronic information storage shall be conclusive evidence of such funds transfer or communications effected by any Use of this Service and communications received or dispatched by the Bank.

10.2 Should I disagree with a charge indicated in my Account statement where such charge is made as a result of the Funds Transfer Instructions or Use of the Service, the same should be communicated to the Bank in accordance with the terms and conditions and resolved in accordance with the dispute resolution procedures set forth therein. The Bank shall not be liable or responsible for any claims, loss or damage suffered or incurred by me in respect of such disputed or unauthorised payments or any transaction under or pursuant to the Service.

11. Fees and charges

11.1 I agree to pay the fees and charges for Use of the Service. The fees and charges shall be as specified by the Bank from time to time in the Website.

11.2 The Bank may at the Bank's discretion, with prior notice being given to me,:

- (a) impose any other fee or charge for any Use of the Service; and
- (b) modify, revise or increase any fee or charge already imposed for any Use of the Service initiated and/or completed via the Service, and the Bank shall not be liable to me for any loss or damage that I or any other party may suffer as a result thereof. I agree that my continued Use of the Service is deemed my consent to the fees and charges stated in this Clause 11.1.
- (c) For the avoidance of doubt, the fees and charges referred to in Clause 11.1 apply only to the access and/or provision of the Service. It does not include any other bank charges, processing fees, administrative charges or other fees and charges imposed by the Bank for any particular bank service that the Bank may provide as a result of my requests or at my request, which fees and charges shall be borne by me in addition to the fees and charges stated in Clause 11.1.

12. Representations and Warranties: Express Disclaimer

12.1 Except as specifically provided herein and to the fullest extent permitted by law, the Service is provided on an 'as is' and 'as available' basis and the Bank expressly excludes and disclaims all representations, warranties, or endorsements of any kind, express or implied, written or oral, including, but not limited to, the warranties of merchantability or fitness for a particular purpose or warranties of the correctness, accuracy, precision, quality, timeliness or completeness of any software, materials, tools, information, data, resources or services provided under or pursuant to this Service or the Website or the performance, use or operation of any of the foregoing, including without limitation, third party products, services and/or information and the availability of all such services. The Bank makes no warranty that (i) the Service will meet my requirements; (ii) the Service will be

uninterrupted, timely, secure or error-free; (iii) the results that may be obtained from the Use of the Service will be accurate or reliable; (iv) the quality of any services or information through the Website will meet my expectation; and (v) any errors in the technology will be corrected.

12.2 Although the Bank shall use reasonable endeavours to ensure that the Service is secure and cannot be accessed by unauthorised third parties, the Bank does not warrant the security or confidentiality of any information transmitted through the Website, the Service, any relevant internet service provider, network system or such other equivalent system in any jurisdiction via the Service.

12.3 I represent and covenant that I have not relied on any representation made by the Bank which has not been stated expressly in these Terms and Conditions.

13. Liability and Indemnity

13.1 To the fullest extent permitted by law, the Bank will not be liable for any loss or damages, in connection with or pursuant to the furnishing, performance and use of the Service, or any other materials, resources or services provided under these Terms and Conditions, unless otherwise provided in these Terms and Conditions. Any liability that the Bank may have is limited to Direct Damages only.

13.2 Without limiting Clause 13.1 and in addition to any other provision under these Terms and Conditions as well as to the extent permitted by law, in which case it will only be limited to Direct Damages only, I agree that the Bank shall not be liable for any loss or damage suffered or incurred by me or any other party, in connection with the following events:

13.2.1 the Bank taking of any Funds Transfer Instructions via the Service and acting upon them including the giving of Funds Transfer Instructions other than by me;

13.2.2 any destruction or alteration of my Funds Transfer Instructions, data or information transmitted by me to the Bank through the Service;

13.2.3 the improper or unauthorised use of the Service or my Card or Account number and details or other security information;

13.2.4 any damage to the Customer Terminal, related facilities or software as a result of any access to the Service;

13.2.5 any breakdown or malfunction of any equipment, system or software used in connection with the Service, including but not limited to any electronic terminal, server or system, telecommunication device, connection or system or any part of the system;

13.2.6 any intrusion or attack by any person, hardware, software, virus, Trojan Horse, worm and/or macros or other harmful components that may interfere with the Service;

13.2.7 any loss or damage caused by any access effected by any Use of the Service and/or use of the Service being prohibited, restricted, delayed or otherwise affected by the laws and regulations of Malaysia and/or the country from where such service(s) is accessed and/or the terms and conditions prescribed by the relevant internet service provider or information service provider in such country of access; (ii) any law or regulation of any jurisdiction, regional or international authority which governs any use or any component of the Service, any relevant internet service provider or

- information service provider or system; (iii) any act or omission by any relevant internet service provider or information service provider or network provider; (iv) the Bank modifying, maintaining or upgrading the Website; and/or (v) the Bank terminating or modifying this Service or part thereof;
- 13.2.8 any loss or damage suffered or incurred by me or any other party as a result of my relying or acting or omitting to act upon any information which the Bank obtained from any third party;
 - 13.2.9 any access (or inability or delay in accessing) and/or use of any software or browser which the Bank provides to allow access to the Service, affected by any Use of the Service, or for any defect in any such software or browser;
 - 13.2.10 any delay or failure in any transmission, Response, despatch or communications pursuant to the Service or any delay or failure in processing and acting upon my Funds Transfer Instructions;
 - 13.2.11 any breach or non-performance by me of any term or provision of these Terms and Conditions;
 - 13.2.12 the exercise by the Bank of any of its rights under these Terms and Conditions including the right to suspend, restrict or terminate my Use of the Service for any reason whatsoever;
 - 13.2.13 any errors or omissions in the funds transfer instructions; and
 - 13.2.14 any failure to receive any funds transfer instructions by the Bank.
- 13.3 Neither the Bank, any branch of Citibank N.A., any affiliate or related corporation of Citigroup Inc., any internet service provider, information service provider, network provider, content provider, any server or such other equivalent system makes any express, implied or statutory warranties relating to the Website, the direct access software or services or browser including, but not limited to any warranties of merchantability, fitness for a particular purpose or non-infringement of third party proprietary rights.
- 13.4 To the extent permitted by law, in which case it will only be limited to Direct Damages only, The Bank shall not be liable for any loss or damage that I may incur due to negligence, act or omission of any third party.
- 13.5 I shall indemnify, defend and hold the Bank harmless against any and all claims, demands, suits, actions, judgments, damages, costs, losses, expenses (including legal fees and expenses on a solicitor and client basis) and other liabilities whatsoever and howsoever caused that may arise or be incurred by the Bank or any other party in providing the Service to me, whether or not arising from or in connection with access and use of this Service including but not limited to any of the events set forth in Clause 13.2.
- 13.6 The provisions of this Clause 13 shall take effect to the widest and fullest extent permitted by law. Reference to the term “the Bank” in this Clause 13 and elsewhere in respect of the Bank's exclusion of liability shall include the affiliates and related corporations of Citigroup Inc. as well as the Bank's directors, employees, personnel, agents and/or representatives.

14. Use Restrictions

14.1 I understand and agree that the rights granted by the Bank for the access and use of this Service is only for my own personal use (and where I am a corporation or business entity, for my own internal use). In addition to any other conditions or restrictions governing my Use of the Service which the Bank may impose from time to time at the Bank's discretion, I agree that :

- 14.1.1 I will not use the Service (or any service, information or product thereunder) for any illegal or unlawful purpose or where otherwise prohibited under law.
- 14.1.2 I will not modify, copy, distribute, transmit, use or otherwise deal with any of the products, services, information or content under this Service without obtaining the Bank's prior written approval unless expressly allowed under the Service.
- 14.1.3 I will not use the Service (or any service, information or product thereunder) in any manner which could damage, disable, corrupt or impair the Website or the hardware and software system, security protocols, information/service provider networks or other operations.
- 14.1.4 I will not post, send or transmit any unauthorised content on to or through the Website or the Service including without limitation, content that (i) is unlawful, vulgar, obscene, libelous, breach of privacy, abusive or otherwise objectionable; (ii) "junkmail", "spam", "chain letters" or any other form of unauthorised materials; and (iii) contains software viruses or any file or program that may interrupt, disable, corrupt or impair the Website, the Service or the hardware and software system, security protocols, information/service provider networks or other operations.

15. Disclosure of my information

15.1 The Bank shall be entitled, and I hereby irrevocably give my consent and authorise the Bank, wherever permitted by law, to disclose and release from time to time any information or document pertaining to me, my affairs or my facilities whether under these Terms and Conditions or otherwise which I may have with the Bank to such extent that the Bank, may at the Bank's discretion deem fit to:-

- (a) any credit bureau, the Central Credit Reference Information System, the Dishonoured Cheques Information System, Bank Negara Malaysia and/or such other agency, authority or body established by Bank Negara Malaysia; (b) any authority whether or not having jurisdiction over the Bank, the Bank's branches, related corporations, associates, subsidiaries, affiliates, assignees, proposed assignees, agents, contractors, or other persons proposing to enter into any contractual arrangement with the Bank; and (c) any other parties engaged by the Bank to enable or assist the Bank to exercise or enforce the Bank's rights and/or to provide any advice or services hereunder including the Bank's advisers, consultants or solicitors, and/or any other party whomsoever (and such persons are in turn also authorized to use, store, disclose and/or transfer such information or document to any other persons) as the Bank may, at its discretion, deem fit.

16. Applicable laws and regulations

16.1 Any access and Use of the Service, Funds Transfer Instructions, my Account and payments made pursuant to the Service shall be governed by and are subject to the

laws of Malaysia including but not limited to the exchange control laws and the regulations made thereunder, as well as Bank Negara Malaysia's guidelines, regulations and/or directives in force from time to time, and I hereby submit to the jurisdiction of the courts in Malaysia. If there are any international transactions via the Service (including my access of this Service outside of Malaysia), I shall not violate the laws existing in the country(ies) involved in the transaction.

16.2 To the fullest extent permitted by law, I shall fully indemnify, defend and hold the Bank and the affiliates and related corporations of Citigroup Inc. harmless from and against any and all suits, actions, judgments, damages, costs, losses, expenses (including legal fees on a solicitor and client basis) and other liabilities arising from a breach and/or contravention and/or non-compliance with any provision under this Clause 16.

17. Ownership

17.1 I hereby acknowledge that the Bank (or the Bank's designees) own absolutely whether now or in the future any and all rights in the Service and the Website including but not limited to domain names, trademarks, service marks, trade names, copyrights, patents, designs, trade secrets, confidential information, intellectual property rights, proprietary rights and any other legal and beneficial rights and interests of whatever nature related thereto conferred under the laws of Malaysia and all the countries in the world for the full period thereof, together with any renewals and extensions thereof.

17.2 The right to access and Use the Service does not automatically grant any rights to me to use, reproduce, copy or otherwise deal with any one or more of the intellectual property or proprietary rights set out in Clause 17.1 and any use shall be with the Bank's prior written consent subject to any conditions imposed by the Bank in respect of such use.

17.3 I shall comply with all directives or instructions issued by the Bank in relation to any use of the intellectual and proprietary rights belonging to the Bank (or to the Bank's designees).

18. Suspension/Termination/Cancellation of the funds transfer

18.1 The Service may be cancelled by the Bank at any time with or without prior notice and without assigning any reason(s). After cancellation, the Service may be reinstated in such manner and on such terms and conditions as the Bank may determine at the Bank's discretion.

18.2 In connection with the Service or any service provided hereunder, the Bank shall be entitled at the Bank's discretion, with prior notice (where practicable) and without assigning any reason(s), at any time to change the procedures, mode of operation or facilities available, impose conditions or restrictions on, or discontinue, withdraw, suspend or block access to, the use of the Service or any service provided hereunder for any reason whatsoever and for any length of time.

18.3 Upon effective cancellation or termination of the Service:

- 18.3.1 All rights granted to me hereunder (if any) shall immediately terminate and shall revert to the Bank.
- 18.3.2 I will immediately pay to the Bank all outstanding fees and charges due and owing under the Service.
- 18.3.3 Any Funds Transfer Instructions received after the effective date of termination may not be acted on by the Bank at the Bank's discretion.
- 18.3.4 I shall comply with all the Bank's directions and instructions to effect completion or termination of all the activities under or pursuant to the Service.
- 18.3.5 For the avoidance of doubt, cancellation, termination or suspension by the Bank of the Service under this Clause 18 shall not entitle me or any third party and I hereby waive all rights to any claim or compensation against the Bank for any and all loss or damage suffered or incurred by me as a direct or indirect result of the act of cancellation, termination or suspension.

19. Miscellaneous

19.1 Notices

- (a) Any certificate, statement, notice, demand or other communication from the Bank to me/us:
 - (i) shall be deemed duly given if left at or sent by prepaid ordinary or registered or recorded delivery post or by telex, telegram, cable, facsimile transmission or other means of telecommunication in permanent written form addressed to me/us and sent to me/us at the address or number, as the case may be, as may from time to time be notified by me/us to the Bank for that purpose or at such other address or number, as the case may be, of mine last known to the Bank;
 - (ii) shall be deemed to be given to and received by me/us:-
 - (aa) at the time the same is left at my/our address provided for in (i) above;
 - (bb) by post forty-eight (48) hours after posting notwithstanding that such certificate, statement, notice, demand or other communication is returned undelivered for any reason whatsoever;
 - (cc) in the case of telex, facsimile transmission or other means of telecommunication at the time of transmission; and
 - (dd) in the case of telegram or cable twenty-four (24) hours after despatch.
- (b) Notwithstanding anything to the contrary contained in these Terms and Conditions, I/we acknowledge and agree that any certificate, statement, notice, demand or other communication given or required to be given to me/us may be computer generated in which case it:-
 - (i) need not be signed by any of the Bank's officers where it is stated therein that it is computer generated and requires no signature; or

- (ii) may contain a printed or facsimile signature of any of the Bank's officers.
 - (c) In the event of a joint account, any certificate, statement, notice, demand or other communication which is given by the Bank to any one or more of us shall be deemed to be given to and shall be binding on all of us as though it had been given to all of us and we hereby confirm and declare that each of us is individually authorized to receive any and all such certificates, statements, notices, demands or other communications from the Bank on behalf of all of us.
 - (d) The service of any writ of summons or any legal process in respect of any action or proceeding against me/us may be effected on me/us by forwarding a copy thereof by prepaid registered post to my/our address provided for in sub-section (a) (i) above and the writ of summons, statement of claim or other legal process shall be deemed to have been served forty-eight (48) hours after posting notwithstanding that it is returned undelivered for any reason whatsoever.
- 19.2 Notice Period. Save for any express terms providing for specific time periods for notices as set forth in these Terms and Conditions, any notices given or required to be given by the Bank hereunder may be given, at the Bank's discretion, with immediate effect or within any period of time determined by the Bank.
- 19.3 Variations. The Service or any part thereof may be changed, varied, deleted or added to from time to time by the Bank at the Bank's discretion. These Terms and Conditions may be amended, modified, added to, deleted or varied with notice by the Bank by way of posting on the Website or in any other manner deemed suitable by the Bank and shall take effect as and when determined by the Bank. I agree that I and my legal representatives, successors, assigns and the beneficiaries of my estate shall be bound by such amendments, modifications, variations, deletions or additions to these Terms and Conditions as of the effective date determined by the Bank and I further agree that continued access and use of the Service shall constitute my acceptance of these Terms and Conditions (as amended, modified or varied from time to time) and/or any changes, modifications or variations to the Service or the Website or the information, materials, services, products or content contained therein.
- 19.4 Waiver. The Bank shall not be deemed to have waived any of the Bank's rights or remedies hereunder unless such waiver is in writing and signed by the Bank. No delay or omission on the Bank's part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
- 19.5 Force Majeure. In the event that the Bank is rendered wholly or partly unable to observe or perform under these Terms and Conditions by reason of causes beyond the Bank's control including (but not limited to) equipment, system or transmission link malfunction, failure or sabotage, fire, flood, explosion, epidemic, pandemic, acts of elements, acts of God, accidents, strikes, lockouts, power blackouts or failure, labour disputes, acts, demands or requirements of any Government or

regulator of competent jurisdiction, or by any other causes which the Bank cannot reasonably be expected to avoid, the performance of the Bank's obligations as they are affected by such causes shall be excused for the continuance of such causes. The Bank shall not be liable for any delay, loss, damage or inconvenience whatsoever caused by or arising from or in connection with any one or more of the abovementioned causes.

19.6 Invalid or Unenforceable Provisions. If a provision of these Terms and Conditions is invalid or unenforceable in a jurisdiction, it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability. This does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.