



## TERMS AND CONDITIONS for Instant Funds Transfer

1. Malayan Banking Berhad (hereinafter referred to as "the Bank") shall be at liberty to effect the remittance of the Applicant's funds through any correspondent, sub-agent or other agency.
2. The Bank shall be free on behalf of the Applicant to remit or procure the remittance of funds by mail, telex, cable, SWIFT or any other means as it deems fit. The Bank, its correspondents and agents shall not be liable for mutilations, interruptions, errors, delays, mistakes or omissions occurring in the cable, wire telex, SWIFT or mail transmission of any message relating to the remittance or for any misinterpretation when received. The Bank may send any message relating to the transfer of funds in explicit language, code or cipher.
3. The Bank, its correspondents and agent shall not be liable for any delay or loss caused by or as a consequence of any law, order or regulation or directive of any country which imposes any exchange or currency restrictions affecting the transfer of the Applicant's funds or the failure of any clearing, settlement or payment system in any country or any other cause whatsoever.
4. The Bank, its correspondents and agents shall not be liable for any diminution in the value of the funds or its total loss due to taxes or depreciation or due to any restrictions on its conversion, transfer, exercise of any governmental powers, force majeure, war, strikes, sabotage, computer breakdown or any other causes beyond the Bank's control or any event which makes it impossible or impracticable for the Bank to perform its obligations under this application.
5. The Bank, its correspondents and agents shall not be liable for the accuracy and/or completeness of the information which the Applicant provides to the Bank in respect of any forms and/or applications submitted by the Applicant to the Bank.
6. Encashment of the draft or payment of the transferred funds is subject to the rules and regulations and market practices of the country of payment. The Bank and/or its correspondents or agents shall not be liable for any loss or delay by any rules and regulations or market practices.
7. Without prejudice to the Terms and Conditions herein, a refund of any funds or cancellation of any application may only be permitted at the Bank's sole discretion at such buying rate of exchange, determined by the Bank for the relevant currency less all charges and expenses which shall be borne by the Applicant.
8. Any replacement or refund of a lost, stolen or destroyed remittance is made subject to the Bank's approval and the Applicant providing the Bank with an acceptable letter of indemnity and complying with any other requirements of the Bank.
9. The Bank will, where possible, at point of application advise the Applicant of any potential and indicative charges which may be imposed by overseas banks or any third party. The Applicant acknowledges and agrees that these third party charges may reduce the amount ultimately received by the Applicant or the Applicant's beneficiary.
10. The Bank shall be entitled to charge, and the Applicant shall be liable to pay, any fees due as a result of the administration of the services provided by the Bank hereunder.
11. The Bank reserves its right to refuse to accept any application without assigning any reason.
12. The Applicant consents to the Bank, its officials, employees, correspondents and agents disclosing any information regarding the Applicant's particulars, this application, the subject matter thereof and the Applicant's accounts and affairs to any consumer credit bureau recognised by the Monetary Authority of Singapore and gazetted under the Banking Act (Cap. 19) of Singapore.
13. The Bank shall have the right to change any of these Terms and Conditions at any time.
14. A person who is not a party to these Terms and Conditions shall not be entitled to enforce any provision of these Terms and Conditions under the Contracts (Rights of Third Parties) Act of Singapore.
15. These Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore and the Applicant irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of Singapore.