



## TERMS AND CONDITIONS GOVERNING APPLICATION FOR REMITTANCE

The application for remittance overleaf ( 'the Application' ) is made subject to the terms and conditions set out herein:

1. The applicant's instructions once received by RHB Bank Berhad ('the Bank') shall not be cancelled, withdrawn or amended unless the Bank agrees otherwise.
2. The Bank in carrying out the applicant's instructions shall be entitled to use any means available including the use of correspondents or agents to effect the remittance and such correspondents or agents in acting upon the instructions will be subject to the rules and procedures of the place where or through which they are to be executed.
3. The Bank may at its discretion convert into foreign values the funds received from the applicant at the Bank's selling rate on the day the cleared or good funds are received by the Bank. The Bank's statement in writing that it has effected such conversion shall be conclusive.
4. The encashment of the draft or payment of the transferred funds will also be subject to the rules and regulations of the country where the draft is to be encashed or payment is to be made.
5. The Bank and its correspondents and agents shall not be liable for any loss, damage or expenses suffered or incurred by the applicant arising from any delay in or inability to effect the transfer of funds owing to or as a consequence of:
  - a. any law, act, decree, order or regulations or directives of any government of any country;
  - b. the failure of or the interruptions in any clearing ,settlement or payment system in any country;
  - c. erroneous or incomplete information having been given to the Bank;
  - d. unavailability of good or cleared funds;
  - e. delays or faults of any kind in the remittance transaction or in any messages or instructions by mail, facsimile, telegraph or cable;
  - f. delay or error in or failure in locating or identifying the beneficiary;
  - g. any events beyond the control of the Bank and its correspondents' or agents' control;
  - h. any events which make it impossible or impracticable for the Bank to perform its obligations under the Application.
  - i. refusal or inability of the Bank's correspondent or agent to effect payment by reason of any law, act, decree, rules or regulations of the country where payment is to be effected.
6. The Bank shall not be liable also for any errors, negligence, delay, default or omissions of any agents, sub-agents or correspondents used to effect the remittance.
7. Refunds to the applicant of a telegraphic transfer transaction will be made at the Bank's discretion and only after the Bank receives confirmation from its correspondents or agents that the funds transferred are at the Bank's free disposal. In the case of cashier's cheque or demand draft, the original must be endorsed by the applicant and returned back to the Bank.
8. The replacement or the refund of a lost, stolen or destroyed cashier's cheque or demand draft is subject to the applicant providing the Bank with an acceptable letter/bond of indemnity, payment of the Bank's charges and complying with any other requirements of the Bank.
9. Any refunds required to be made will be made in Singapore Dollars (S\$) at the Bank's prevailing buying rate for the currency in question less all charges and expenses.
10. The applicant consents to the Bank, its officials, employees, correspondents and agents disclosing any information regarding the applicant's particulars, the Application and the applicant's accounts and affairs :
  - a. in the payment instruction and the transfer message;
  - b. to any consumer credit bureau recognised by the Monetary Authority of Singapore;
  - c. to the beneficiary, its bank, financial institution or entity receiving the remittance;
  - d. to any government agencies, regulatory or supervisory authority in any jurisdiction;
  - e. to any party that the Bank shall deem appropriate.
11. The Bank reserves the right to reject the Application without having to furnish any reason for doing so.
12. The Bank reserves the right to revise any charges from time to time without any prior notice.
13. The Bank reserves the right to add, alter, vary or modify any or all of the Terms and Conditions herein at any time at its discretion without any notice.
14. These Terms and Conditions are subject to the laws of Singapore and the applicant submits to the non-exclusive jurisdiction of the Courts of Singapore.