

Terms and Conditions

1. In this terms and conditions:
 - a. the expression of "applicant" refers to the individual, sole proprietorship, partnership, company or entity name in the FPX Collection Application Form overleaf who apply for Direct Debit Service.
 - b. the expression of "Bank" refers to the applicant bank.
 - c. the expression of "Direct Debit Service(DDS)" refers to direct debit payments whereby an applicant account is debited once the payment instruction from the Payee is received.
 - d. the expression of "FPX" refers to Financial Process Exchange.
 - e. the expression of "Payee" refers to private corporation, public corporation and government that subscribe to the FPX services.
2. An applicant must duly complete and sign on the form before submitting to the Payee.
3. An unauthorized FPX transaction does not include the fraudulent intent by the applicant or any person acting in concert with the applicant, nor does it apply to FPX transaction that were properly authorized but the goods or services received were not satisfactory to the applicant.
4. My/Our first payment to the Payee shall commence only upon receipt of the first payment instruction from the Payee subject to the application being accepted and approved by the Bank and the Payee.
5. I/We shall settle all outstanding moneys under this Billing Account as itemized in the FPX Collection Application Form directly with the Payee until the Direct Debit Service (DDS) is effected.
6. Should the registered subscriber be someone other than myself/ourselves, the Bank shall not be required to enquire whether the registered subscriber's name in the Payee's record is the same as that stated by me/us on this form.
7. I/We undertake to ensure that sufficient funds are kept in my/our account to meet the above authorization and payment. The Bank is under no obligation to effect the DDS if there are insufficient funds in my/our account to meet the above authorisation. If my/our account is overdrawn, I/we shall on demand by the Bank make good any amount overdrawn plus any interest payable thereon.
8. Where there is sufficient available funds in my/our account, but the same is insufficient to pay on all the debit instructions, the Bank may in its absolute discretion elect not to make any payments on all debit instructions, and/or to determine the order of priority of payment of any debit instruction the Bank deems fit, in which event I/we shall be responsible to pay the Payee directly. The Bank is under no obligation to notify me/us of the debit instructions rejected due to whatsoever reasons. I/We request and authorise the Bank to re-attempt to debit the amount due from my/our account on any other date(s) subject to further instruction(s) from the Payee.
9. The Bank shall not be held responsible or liable to me/us for any claims, loss, damages, cost and expenses (including consequential, incidental, general, special and indirect loss or damage or claims made on me/us or by any third party) arising from the successful or unsuccessful debit instruction due to whatsoever reason and wrongful debit of account due to inaccurate information provided by me/us or the Payee and other factors beyond the reasonable control of the Bank. Under such circumstances, I/we shall seek recourse or resolve the payment directly with the Payee.
10. The Bank may at its absolute discretion terminate this request and authorisation for future payments at any time by notice in writing to me/us or without notice at any time after advised by the abovementioned Payee that no further payment is required, or without assigning any reason therefore.
11. This request and authorisation for payment shall remain effective for the protection of the Bank in respect of payments made in good faith notwithstanding my/our death or bankruptcy or dissolution or winding up or the revocation of this request and/or the revocation of authorisation for payment by any other means until further notice of my/our death or bankruptcy or such revocation is received by the Bank. The notice of termination by me/us or from the Bank shall not affect those bill(s) or charges incurred by me/us prior to the date of termination.
12. The Bank reserves the right at its absolute discretion to levy a service charge for each successful Direct Debit transaction by debiting my/our account. I/We further understand that the Bank is entitled from time to time to vary such charges or impose other charges as deemed appropriate for providing the DDS without prior notice to me/us.
13. I/We must notify the Bank and the Payee by giving 30 days notice of the termination of the DDS by me/us or changes in my/our account number and/or the Billing Account Number. In any event, such notice will only take effect on the date of receipt by the Bank. Any notice sent by the Bank to my/our last registered address with the Bank is deemed to have been received by me/us.
14. Instruction amount which exceed the limit specified in my/our authorisation shall be rejected by the Bank, in which event I/we shall be responsible for paying the Payee directly. In this respect, I/we authorise the Bank to release details of my/our account to the Payee, and to obtain details of any payment(s) due from me/us from the Payee. I/We further consent to such disclosure and declare that the Bank shall be under no liability for disclosing such information.
15. The Bank reserves the right at any time:
 - 15.1 without prior notice to discontinue, interrupt, withdraw or suspend this DDS in whole or in part as the Bank deems fit and without assigning any reason whatsoever, and the Bank shall not be held liable for any loss or damage which may be suffered by me/us or any other third party registered under the DDS as a result of such action by the Bank.
 - 15.2 to vary, add, delete or amend any of the above conditions without notice. Such amendments shall become effective on such date as the Bank may elect to adopt, and the continued use of the DDS by me/us shall constitute acceptance of the said amendments.
16. Notwithstanding the above conditions of the DDS, I/we shall be bound by the Bank's conditions governing the operations of my/our account stated above which shall be construed in accordance with the Laws of Malaysia.
17. In consideration of the Bank agreeing to provide the DDS, I/we hereby undertake to indemnify and hold the Bank harmless and indemnified against all actions, proceedings, claims, damage, cost, expenses, demands and losses which the Bank may incur or sustain by reason of the Bank carrying out the above request and authorisation by me/us, whatsoever arising from the DDS and/or arising from errors or omissions on my/our part and/or the Payee.
18. The Bank may request additional information prior to approving the application and applicant shall furnish the requested information to the effect.