

TERMS AND CONDITIONS GOVERNING THE USE OF THE SECURESIGN TOKEN FOR PBe SERVICES

1. GENERAL

- 1.1. The terms and conditions herein and all supplements, amendments and variations thereto shall collectively constitute the agreement between the Customer and the Bank, in respect of the application for and use of the SecureSign Token by the Customer.
- 1.2. These Terms and Conditions operate in conjunction with the PBe Services Terms and Conditions and the respective terms and conditions, rules and regulations applicable to the Savings and the Current Account ("Account") which the Customer represents that he has read, understood and agreed to be bound to without qualification or limitation.
- 1.3. In the event of any conflict or inconsistency between these Terms and Conditions herein and the PBe Services Terms and Conditions and the rules and regulations governing the Account, the former shall prevail for purposes of interpretation of the use of the SecureSign Token.
- 1.4. Words importing the singular includes the plural and vice versa.
- 1.5. Words referring to the masculine also refer to the feminine and neuter gender.

2. DEFINITIONS

In these Terms and Conditions, unless the context otherwise requires, the following words/phrases will have the following meaning:

- 2.1 **'Bank'** means Public Bank Lao Limited and branch(es) in Lao People's Democratic Republic. The Bank is a wholly-owned subsidiary of Public Bank Berhad (6463-H) in Malaysia, a company incorporated in Lao People's Democratic Republic having its registered office at No. 100/1-4, Khun Bu Lom Road, Hatsady Tai Village, P.O. Box 6614, Chanthabouly District, Vientiane Capital, Lao People's Democratic Republic.
- 2.2 **'SecureSign Token'** means the digital device known as VASCO Digipass DP270XH manufactured by VASCO Data Security International GmbH and which will enable the digital signing and approving of a transaction by a Customer.
- 2.3 **'PBe Services'** means the Bank's Internet Banking service for both Retail and Corporate Customers.
- 2.4 **'PIN'** means a 6-digit Personal Identification Number to access the SecureSign Token.

3. SECURESIGN TOKEN

- 3.1 The SecureSign token is personal to the Customer and shall only be used in conjunction with the Customer's Internet Banking account User ID and Password to authorise the Customer's internet banking transactions. The SecureSign Token shall not be shared with anyone else.
- 3.2 The SecureSign Token will only be made available to the Customer, at the Bank's discretion, after the Customer has satisfactorily completed the relevant documents prescribed by the Bank and the relevant cost for the SecureSign Token has been debited from the Customer's account.
- 3.3 The following charges shall be applicable:

Corporate/Retail:

- (i) SecureSign Token fee is USD15 or any equivalent amount per unit (one time charge).
 - (ii) Monthly Support and Maintenance fee is waived.
- 3.4 A replacement fee of USD15 or any equivalent amount per unit will be charged for lost or damaged tokens as a result of Customer's negligence.
- 3.5 The Bank will only release the SecureSign Token to the Authorised User.
- 3.6 Upon issuance of the SecureSign Token, all internet banking transactions effected on the Customer's account(s) shall be deemed to be performed or transacted by the Customer and the Customer shall indemnify the Bank against any losses, claims, demands, liability or suits, actions and damages suffered by the Customer arising from such transactions.
- 3.7 The Customer shall keep the SecureSign Token safe and secure and shall inform the PBe Customer Support immediately at 021-262 188 or the Account Holding Branch if the SecureSign Token is lost, stolen or misused. Upon receipt of the written notification, the Bank will deactivate the Token and arrange for a replacement unit upon payment of the relevant charges.
- 3.8 The SecureSign Token is a security device that ensures the authenticity and validity of an online banking transaction performed and approved. A PIN is required to access the SecureSign Token.
- 3.9 The Customer is strongly advised to take the following precautionary measures when using the SecureSign Token:
- (i) Never reveal the SecureSign PIN to anyone. Do not write it down anywhere. The correct PIN will allow access to the Token.
 - (ii) When creating a PIN, avoid weak PINs such as 111111, 222222, 123456, etc.
 - (iii) In the event that the security of the PIN has been compromised, change the PIN immediately.
 - (iv) Keep the SecureSign Token safe and secure. If the SecureSign Token is lost, please contact the PBe Customer Support at 021-262 188 or the Account Holding Branch.
 - (v) Login into the PBe using the PBe User ID and Password and PIN for the SecureSign Token. The Bank shall not be liable howsoever for the use of the SecureSign Token.
 - (vi) The SecureSign Token is a delicate piece of electronic device with a casing, LCD screen and electronics inside which are breakable if not used according to the manufacturer's instructions. The SecureSign Token must never be immersed in any liquid, exposed to extreme temperatures or bent.
 - (vii) The SecureSign Token has no serviceable parts and neither is the battery replaceable.

4. WARRANTY AND MERCHANTABILITY DISCLAIMER

- 4.1 The Customer expressly understands and agrees that use of the service and SecureSign Token is at the Customer's own risk. The service is provided on an available basis. The Bank expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose of the SecureSign Token and non-infringement of any third party's rights.

4.2 The Bank makes no warranty that:

- (i) The service will meet the Customer's 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 products, services, information or other material purchased or obtained by the Customer through the service will meet the Customer's expectations, and any errors in the technology will be corrected.
- (v) Any advice or information, whether oral or written, obtained by the Customer from the Bank through or from the service will not create any warranty not expressly stated in these terms.

5. INDEMNITY

5.1 The Customer agrees to indemnify and keep the Bank fully indemnified against any and/or all liabilities, losses, damages, penalties, actions, judgments, costs, expenses or disbursements of any kind whatsoever which may be imposed on, incurred by or asserted against the Bank in respect of any statement, representation, communication, act and/or omission in any way relating to or arising out of the negligence of or wilful misconduct of or breach of or any omission, delay, default or failure of the Customer's obligations under these Terms and Conditions as provided herein or howsoever caused by the Customer and/or any of its officers or employees in the performance of its obligations under these Terms and Conditions.

5.2 The Bank shall not be responsible for fraudulent or unauthorised use of the SecureSign Token and/or any instructions received purportedly from the Customer's authorised user, or any loss (including consequential loss), damage or liability whatsoever suffered and/or incurred by the Customer arising therefrom unless arising through the negligence or wilful default of the Bank.

5.3 The Customer's obligations herein shall survive the termination of any of the PBe Services to the Customer by either party.

I/We accept and agree to be bound by these Terms and Conditions.

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