

## **TERMS AND CONDITIONS OF SAVINGS ACCOUNT-i AND ELECTRONIC CURRENT ACCOUNT-i**

These Savings Account-i (“SA-i”) and Electronic Current Account-i (“eCA-i”) shall be governed by and construed in accordance with the applicable laws of Malaysia, rulings of the Shariah Advisory Council of Bank Negara Malaysia (“BNM”) and Shariah Committee of Bank Kerjasama Rakyat Malaysia Berhad (“Bank Rakyat” or “the Bank”), terms and conditions (“Terms and Conditions”) of Bank Rakyat and banking regulations effective from the date of account opening or any amendments, changes and/or variations made thereto. The services provided under eCA-i shall include all other services to be provided by the Bank as when necessary.

“Account holders” refers to the account holder or customer of SA-i and/or eCA-i of the Bank, and shall include individuals, joint and/or trustee, sole-proprietorships, partnerships, cooperatives, public companies, private companies, societies, associations, organizations, clubs, legal firm, worship house, Federal, State and Local government, government agencies and statutory bodies and where applicable personal representatives and successors-in-title unless specified otherwise in these Terms and Conditions or as may specified be by the Bank..

By opening, maintaining and using SA-i and/or eCA-i, account holders agree and accept these Terms and Conditions including the variation and changes made. If at any time, account holders do not accept these Terms and Conditions, account holders may immediately cease using and close the account.

### **Note:**

Words using the singular or plural number also include the plural or singular number, respectively except for the above definition of the account holders.

### **1.0 Application**

- 1.1** Products subject to these Terms and Conditions are as follows:
- a) Basic Saving Account-i (Tawarruq)
  - b) Basic Current Account-i (Tawarruq)
  - c) Saving Account-i (Qard)
  - d) Saving Account-i (Tawarruq)
  - e) Electronic Current Account-i (Qard)

f) Electronic Current Account-i (Tawarruq)

- 1.2** These terms and conditions for SA-i and eCA-i, as may be amended when necessary, is divided into the following:

1.2.1 Part A-General terms and conditions governing the general terms and conditions for all type of SA-i and eCA-i.

1.2.2 Part B - Specific terms and conditions governing the applicable Shariah concept for each type of SA-i and eCA-i.

1.2.3 Part B (ii) - Additional terms and conditions governing the specific features for each type of SA-i and eCA-i according to the Shariah concept.

## **PART A- General Terms and Condition**

### **2.0 Opening of Account**

- 2.1** The opening of an account is subject to the Bank’s requirements including but not limited to those as to age, minimum deposit amount, references and supporting documents acceptable to the Bank. The Bank may revise these requirements in accordance with the Bank’s internal policy with prior written notice of twenty-one (21) days to the account holder before such variation takes effect.
- 2.2** All account holders or the account holders, authorized representatives and/or signatories must sign and furnish all the account opening documents to the Bank. The account holder shall ensure full compliance with all the requirements in respect of such account opening.
- 2.3** The Bank has the right to verify all information furnished by the account holders in accordance with the customary banking practice and subject to the Bank’s internal policy and procedure.

**2.4** In the event the account holders' account is either zero or in debit balance, the account arrangement and/or the facility with the Bank shall cease and/or lapse unless prior arrangement has been made with the Bank.

### **3.0 Deposit and Withdrawal**

**3.1** Every deposit and withdrawal made must be accompanied by a slip and/or any other appropriate forms issued by the Bank. A slip issued by the Bank is only valid if it is validated or verified by the authorized officers of the Bank. The account holders must ensure that the slip is in order after completion of the transaction.

**3.2** All cheques or other monetary instruments deposited are accepted by the Bank for collection only and unless by special arrangement may not be drawn against until the proceeds have been received by the Bank.

**3.3** The Bank has the right to reject any collection of cheques and other monetary instruments which in the Bank's reasonable opinion contain irregularities in any manner whatsoever or which are not in accordance with the Shariah requirements or the Bank's internal policy, or which may have been altered in any way notwithstanding that the alteration may have been countersigned by the drawer.

**3.4** Should the cheques or monetary instruments deposited be dishonoured by the paying bank, an Image Return Document ("IRD") or Image Return Advice ("IRA") will be returned to the account holders instead of the physical cheque. An IRD can be re-deposited while IRA cannot be re-deposited.

Dishonoured cheques or monetary instruments shall be collected at branch or sent to the account holders' last known address upon request at account holders' own risks and expenses.

**3.5** The account holders shall reasonably indemnify and keep the Bank fully indemnified, as collecting banker, against any loss and/or expenses which the Bank may suffer or incur by reason of its guaranteeing any endorsements, discharge or discharges on any cheques or other monetary instruments presented by the account holders for collection and the account holders hereby acknowledge and agree that every such guarantee is given by the Bank with express consent by the account holders in every case.

**3.6** Deposit and withdrawal can be made through over the counter ("OTC") or other electronic channels including Automated Teller Machine ("ATM"), Cash Deposit Machine ("CDM") and/or internet banking services either by cash, issuance of a banker's cheque, other forms of remittance or a combination of the three.

**3.7** The Bank has the right to request for identification documents before performing the deposit and withdrawal OTC. The Bank shall not be responsible or held liable for any unauthorised entries, therefore, the account holders shall have the duty and obligation to carefully examine the entries in the account and notify the Bank of any unauthorised entries before leaving the Bank's premises.

**3.8** Cash withdrawals by third party are not allowed unless it is approved by the Bank and in accordance with the Bank's internal policy. However, payment to third party is permissible.

### **4.0 Conditions Applicable to Specific Type of Account**

No.	Type of Account	Condition
4.1	<b>Joint Account</b>	i. All account holder or the account holders must sign the account opening documents which clearly specify the mandate to operate and close the account.

No.	Type of Account	Condition
		<p>ii. The Bank shall not be held liable for any damage or loss arising from collecting or accepting any funds, payments, cheques and other monetary instruments payable to any of the Joint Account holders. Such proceeds shall be binding on all Joint Account holders, jointly and severally, whether or not such payments were made with the knowledge or authority of any of the Joint Account holders.</p> <p>iii. All Joint Account holders shall be held liable for any debit balance in the Joint Account and their liabilities shall be joint and several.</p> <p>iv. In the event of death, bankruptcy or insanity of any of the account holders, the Bank is authorised to pay to the survivor(s) the amount of money available in the account based on the declared percentage as stated in the account opening documents.</p> <p>v. The declared percentage referred in item iv above, or where the percentage is not stated/incomplete, the Bank is authorised to pay the full amount of money in the account to the survivor(s) as trustee to the Administrator of the deceased and/or the beneficiaries of the deceased subject to compliance with all relevant laws and regulations.</p> <p>The Bank shall be indemnified against any loss and expenses suffered or incurred by the Bank and/or against any claims, actions or legal proceedings that may be made, instituted and/or brought against the Bank due to such payment made by</p>

No.	Type of Account	Condition
		<p>the Bank.</p> <p>vi. The Bank has the right to limit the number of parties to a Joint Account.</p>
4.2	<b>Partnership</b>	<p>i. The partners hereby agree in the form of a partnership agreement that they shall be jointly and severally responsible or liable for all obligations and/or liabilities in connection with the account.</p> <p>ii. The instructions or mandate given by the partners to operate the account shall remain in full force until it being revoked in writing due to any of the following</p> <ul style="list-style-type: none"> <li>• Scenario 1-any changes in the constitution or the name of the partnership</li> <li>• Scenario 2-any changes in the membership of the partnership whether by death, bankruptcy, mental incapacity, retirement, admission of new partners or otherwise.</li> </ul> <p>The partners agree to give new instructions in writing to Bank after the occurrence of the scenarios above.</p> <p>iii. The partnership agreement shall also state the stake holding of each partner in the firm or business entity, <b>failing which</b>, the Bank shall take and deem it as each partner sharing or holding an equal stake.</p> <p>iv. In the event of death, bankruptcy, or insanity of any of the partners of the firm or business entity, the Bank may, subject to compliance with the relevant laws and regulations prevailing at such time, or any</p>

No.	Type of Account	Condition
		court order or at the request of either or any of the partners, allow withdrawals of such amounts from the Partnership Account.
4.3	<b>Individual</b>	<ul style="list-style-type: none"> <li>i. Applicable for SA-i and eCA-i and to individual account holder aged 18 years old and above.</li> <li>ii. In the event of death, the account will be frozen and the matters related to the account shall be referred to the administrator of account, upon presentation to the Bank of a grant of probate or letters of administration by the deceased's successor(s) or any other approved bodies under the relevant legislation prevailing at such time.</li> </ul>
4.4	<b>Minor Accounts</b>	<ul style="list-style-type: none"> <li>i. Applicable for SA-i only and to a minor below the age of 18 years old; and</li> <li>ii. For a minor below the age of 12 years old: <ul style="list-style-type: none"> <li>(a) Classified as a trust account. Operation of the account including opening, closing, deposits and/or withdrawals will be done by a parent or legal guardian as trustee for the minor. The account holders shall include the trustee.</li> <li>(b) Upon reaching the age of 12 or when a minor is issued with a National Registration Identity Card, the account may be operated by the minor singly or jointly with a parent or legal guardian (as the case may be) and the account will no longer be classified as a trust account.</li> </ul> </li> </ul>

No.	Type of Account	Condition
		<ul style="list-style-type: none"> <li>(c) In the event of death of the trustee, the account will be frozen until the Bank receives any documentary evidence satisfactory to the Bank specifying any person having legal authority to administer the account for and on behalf of the beneficiary to the account.</li> <li>(d) In the event of death of a minor, the trustee may close the account and the monies standing in the account will be released by the Bank to the trustee.</li> </ul> <p>Applicable for Basic Savings Account-i (BSA-i) only;</p> <ul style="list-style-type: none"> <li>(e) Upon reaching the age of 12 or when a minor is issued with a National Registration Identity Card, the account will be automatically converted into an adult Basic Savings Account-i.</li> <li>(f) All existing privileges and benefits attached to the account shall remain applicable upon conversion, unless specified otherwise in the Terms and Conditions.</li> </ul> <ul style="list-style-type: none"> <li>iii. For a minor aged from 13 to 17 years old: <ul style="list-style-type: none"> <li>(a) Opening and closing of the account and application for a debit card will be authorised by the parent or legal guardian. Usage of such debit card</li> </ul> </li> </ul>

No.	Type of Account	Condition
		<p>by the minor until the minor reaches the age of 18 must be under the authority of the parent or legal guardian. Bank is not liable for any loss due to unauthorised usage of debit card.</p> <p>Bank's total liability to any claim (however arising) shall only be limited to actual direct loss and the claim must be supported by satisfactory documentary evidence.</p> <p>(b) Parent or legal guardian authorizes the minor to perform all transactions in relation to the account save and except for opening and closing of the account and cancellation of the debit card.</p> <p>(c) In the event of death of a parent or legal guardian, the account will be frozen until the Bank receives any documentary evidence satisfactory to the Bank specifying any person having legal authority to administer the account holder for and on behalf of the minor account holder.</p>
4.5	<b>Conversion of Account</b>	<p>The Bank has the right to convert the existing type of account(s) to another applicable type of account(s) due to the following reasons:</p> <p>i. The existing type of account(s) are no longer available by the Bank, and/or</p> <p>ii. The account holder no longer meets the</p>

No.	Type of Account	Condition
		eligibility criteria for the existing account.
4.6	<b>Non-Resident</b>	<p>i. The account may be opened by a non-resident (i.e. a person, firm, institution or company)</p> <p>ii. A non-resident is not permitted to have any resident account.</p>
4.7	<b>Additional Terms for SA-i and eCA-i under the Tawarruq (Commodity Murabahah)</b>	As specified in Part B (ii)

## 5.0 General Declarations

### 5.1 The account holders' obligations.

The account holders shall ensure of the following:

- (a) Monitor the balances of the account.
- (b) Keep the security details including Security Code secured and confidential and not disclose or provide access to any third party.
- (c) Take reasonable precautions against unauthorized or fraudulent use of the account including security details.
- (d) Examine all statements of the accounts in a timely manner and immediately notify the Bank if there are any errors, irregularities, discrepancies or unauthorized transactions.
- (e) Ensure that any cash transaction relating to the account is transacted through the proper Bank's channel including

online transaction, at the Bank's counter in the Bank's premises or through the self-service terminal.

- (f) Ensure that there is no misuse, no conduct of illegal, unauthorized, or fraudulent activities through the account or allow any third party to do so.
- (g) Ensure that any passbooks issued by the Bank are kept securely and it must be updated regularly (if applicable).
- (h) To immediately notify the Bank if:
  - i) There is any change in the account holders' personal particulars not limited but including residential address, mailing address and contact number(s).
  - ii) There is any change of the account holders' status or constitution (applicable to non-individual account holders), and such notification must be supported by any documentation as the Bank may require.
  - iii) There is any breach, compromise, or unauthorized access of the Security Details by any third party.
  - iv) There is any stolen or missing passbook (if applicable).
  - v) There is any unauthorized or suspicious transaction on the banking account.

#### 5.1.1 Account with Identification (ID) / Password

- (i) The Bank shall not in any event be held liable or responsible for any loss suffered by account holders due to the account holders' negligence in securing ID/password of the account including in situations where there is any unauthorized withdrawal by third party.
- (ii) The account holders shall be responsible for carefully examining and ensuring that the entries in the account are correct and accurate at all times.
- (iii) In the case of loss, stolen or wrongful usage of ID /

Password, the account holders shall immediately notify the Bank in writing of such loss, stolen or wrongful usage of ID / Password for purpose of replacement of ID / Password.

- 5.2 The account holders hereby declare that all information and particulars provided to the Bank during the account opening are true and correct and that there is no omission of material facts or information which may affect the Bank's decision in allowing the said account opening.
- 5.3 The Bank shall have the right, to terminate any accounts upon occurrence of any of the following events:
  - (a) failure by the account holders to comply with the Customer Due Diligence requirements as required by BNM;
  - (b) an act of bankruptcy and/or a petition of winding up is presented against the account holders (as the case may be);
  - (c) withdrawal by the account holders of all moneys in the account;
  - (d) the account holders commit breach of any of the terms and conditions as stated herein;
  - (e) the account holders do not accept or refuse to accept any amendments, changes and/or variation to these Terms and Conditions; or
  - (f) the death or insanity of the account holders.
- 5.4 The account holders declare that no act of bankruptcy has been committed and there is no legal action including any bankruptcy proceedings pending against the account holders or any court order has been obtained nor have the account holders been reported to the Dishonored Cheques Information System ("DCHEQS") within the last six (6) months from the date of application of account opening.

5.5 The account holders hereby agree and authorize the Bank to disclose any information about the account or any documents related thereto including of personal data of the account holders for the purpose of implementing banking operations, business, administration, professional advice and for any other purposes as permitted under the laws to :-

- (a) the Bank's branches, subsidiaries or any other companies within the Bank's group;
- (b) the Bank's agents;
- (c) Central Credit Bureau, e-SPICK, Financial Information Services, (FIS), Angkasa Salary Deduction System (SPGA) and Angkasa Credit Reporting System & RAM Credit Information Sdn Bhd (SPEKAR);
- (d) service providers and debt collection agencies;
- (e) any other authorities having jurisdiction over the Bank;
- (f) permitted assigns; and
- (g) any other enforcement authorities.

The account holders hereby acknowledge and agree that disclosure of information under this provision is for the purpose of Section 120 of Development Financial Institutions Act 2002 and no further consent from the account holders are required for the purpose of the said Act. The said information shall however be kept strictly confidential by the company/agency and/or members/contributors.

5.6 The account holders agree that the Bank is authorised to check and verify any of the information provided to the Bank and to obtain credit and other relevant information on the account holders from any parties. The account holders also authorize the Bank or its representatives to obtain further information pertaining to account opening application from any sources in accordance with the Bank's internal policy.

5.7 The account holders agree and acknowledge that despite security measures being implemented, the Bank does not

guarantee and does not make any representations or warranties in respect of the confidentiality of the information while accessing the account via internet. The account holders understand and acknowledge the risk associated with use of the internet medium including but not limited to the risk that all information transmitted through the account may be accessed by unauthorized third parties and accordingly, the account holders agree not to hold the Bank responsible or liable for any such unauthorized access.

5.8 The account holders hereby acknowledge and agree that the Bank has the obligation under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLATPUAA") and/or other laws, regulations, rules, guidelines or directive to disclose any information relating to the account holders, banking account(s) or any other information or matters related thereto to BNM and/or other relevant authorities or law enforcement agencies.

The account holders hereby agree that the Bank, its officers and employees shall not be held liable or responsible in any manner whatsoever for such disclosure. The Bank has also the right to lodge a report to the relevant authorities and to extend full cooperation in order for the authorities to carry out their duties under AMLATPUAA, Penal Code and/or any written law. If it is found that the account holders are in violation of AMLATPUAA, the Bank is entitled to exercise all of its rights contained in this Terms and Conditions.

5.9 The Bank is authorised and permitted to provide any information concerning the account holders, the account opening application, account holders' present and future accounts and/or facilities, products and/or services with the Bank, to any credit bureaus, any relevant authorities, bodies, persons or agencies as may be authorised by law to obtain such information or established by BNM, any other financial institutions or establishments to facilitate the execution of instructions given in respect of the credit facilities, accounts, products and/or services from/with the Bank and the Bank's

auditors, lawyers and/or agents.

- 5.10 The account holders agree to comply with the Foreign Exchange Administration Rules on the conduct of account.
- 5.11 In the event of bankruptcy or insanity, the Bank may deal the account subject to compliance with the relevant laws and regulations prevailing at such time, or any court order.

## **6.0 Debit Card**

- 6.1 Upon opening of the account, the debit card and the personal identification number (PIN) will be issued to the account holders. Upon acceptance of the debit card, the account holders agree to be bound by the Terms and Conditions governing the use of the debit card.
- 6.2 For the use of the debit card, the account holders agree to pay any charges as imposed by the Bank.

## **7.0 Fees and Charges**

- 7.1 The Bank may introduce, increase and/or revise services or transactions' fees and charges when necessary and the account holders agree to pay the Bank such fees and charges at such rates and on such terms as the Bank may stipulate in accordance with the BNM Guidelines on the Imposition of Fees and Charges on Financial Products and Services. Any amendment and/or variation of any fees and charges herein contained, shall be made or caused by way of the Bank giving twenty-one (21) days' notice to the account holders before the amendments and/or variation takes effect which is in accordance to any guidelines issued by Bank Negara Malaysia applicable at that time and/or in the absence of the internal policy and/or procedure of the Bank.
- 7.2 The account holders shall pay all fees and charges imposed by the Network Service Provider and other relevant third

parties and all other costs and expenses in assessing, connecting and using of the services.

- 7.3 The Bank has the right to debit the account holders' accounts for the purpose of collecting the services or transactions' fees and charges including internet banking services as well as any Government charges or taxes payable for the use of the services.

## **8.0 Authorisation**

- 8.1 The account holders authorise the Bank to comply with all instructions given by the authorized signatory(ies) of the account holders on transactions carried out through the account including but not limited to withdrawal, transfer or otherwise dealing with any or all of the account holders' funds in any of the account holders' accounts and the delivery, disposal of or dealing with any of the securities, assets or other properties which are pledged, charged, assigned or mortgaged by the account holders.

## **9.0 Instructions**

- 9.1 The Bank may treat and accept any or all instructions signed by the authorized signatory(ies) of the account holders as properly authorized by the account holders. The Bank is authorized to act on all instructions given in accordance with the signature specimen (or otherwise provided to and accepted by the Bank). The Bank shall not be liable for any unauthorized or fraudulent instructions received.
- 9.2 Where the Bank has reason to believe that an instruction purporting to come from the account holders has not been properly authorized or that a breach of security has occurred in relation to the account holders' access of account, the Bank has the right not to act or to delay acting on the instructions without being liable for any losses for so doing.

- 9.3 The account holders are responsible for the accuracy, correctness, authenticity and completeness of the instructions. The Bank is not liable for any losses or delay resulting from any breach, non-compliance or non-observance of the foregoing.
- 9.4 Any instructions given will be dealt with during the Bank's normal business hours. If instructions are given at a time after the deadline set by the Bank for transactions for any particular day, the said instructions will only be carried out on the following business day.
- 9.5 Once issued or transmitted, such instructions shall be irrevocable and shall be conclusive evidence that the instructions originate from the account holders.
- 9.6 The Bank shall be entitled to debit the account holders' account immediately on completion of any transaction pursuant to an instruction by the account holders.
- 9.7 The account holders may issue instructions to cancel, revoke, reverse or amend the earlier instructions and the Bank is only obliged to comply with the subsequent instructions provided that the earlier instructions have not been processed and/or acted upon by the Bank.
- 9.8 The account holders shall review the records of transaction initiated by the account holders through the account regularly.
- 9.9 If the account holders have reason to believe that an instruction has not been accurately or completely received by the Bank, the account holders shall inform the Bank by telephone immediately and in any case not later than twenty-four (24) hours after transmission of the relevant instruction.
- 9.10 The account holders agree that the Bank is not liable for any interruption, deletion, error, delay, non-receipt or misinterpretation of the account holders' instructions except when it is proven that interruption, deletion, error, delay, non-receipt or misinterpretation of the instructions are caused by

gross negligence, willful default and/or fraud on the part of the Bank.

- 9.11 The Bank has the right not to comply with the account holders' instructions if they are inconsistent with the Bank's policy, rules or regulations in force for the time being.

## **10.0 Statement of Account**

- 10.1 Statement of account will be sent to the account holders monthly detailing out the transactions during the period by way of electronic banking channels and/or any other forms of notification in accordance with BNM's policy. Any request by the account holders for additional account statements shall be subject to additional charges. The amount of charges will be displayed at the Bank's branches/premises or as published at the Bank's website.
- 10.2 The account holders agree that no statement will be sent in respect of those accounts without transaction recorded during the period concerned.
- 10.3 The account holders agree to examine the statement carefully and to notify the Bank of any errors, irregularities, omissions, discrepancies or unauthorised transactions in the statement within twenty-one (21) calendar days from the date of statement as duly sent to the account holders. Upon the lapse of the twenty-one (21) calendar days period and in the absence of any notification by the account holders as to any irregularities, the accounts or records shall be conclusive evidence of the transaction entries and balances in the account and the account holders hereby agree to accept all entries contained in the statement as true and accurate in all respects.

## **11.0 Notices and Communications and Service of Legal Process**

- 11.1 Any notice, request or demand requiring to be served by the Bank to the account holders under the provisions of this Terms and Conditions shall be in writing and shall be sufficiently served or delivered:

(a) if delivered by hand, when delivered;

- (b) if sent by ordinary post or registered post, in its ordinary course of posting;
- (c) if sent by facsimile or electronic mail or digital transmission, when transmission has been completed;
- (d) if by displaying notices in any of the Bank's premises or branches, such notification shall be effective from the first day such notice is displayed; if by advertisement made once in any national newspapers in English language or national language, such notification shall be effective from the date of publication of such advertisement; or
- (e) if by broadcasting message on the Bank's internet banking information website, such notification shall be effective from the first day of such broadcast.

11.2 Unless otherwise specified, all notices and communications to the Bank shall be in writing and signed by the account holders and sent to the Bank's address or in such manner as may be notified to the account holders by the Bank. All notices from the account holders shall take effect only upon the Bank receiving the same.

11.3 Service of all legal process shall be validly effected if served by posting of the same by way of registered post to the parties at his/its last known address as notified in writing by the other party to the other party and that such legal process shall be sufficiently served on the parties three (3) days after posting thereof.

## **12.0 Change of Account Particulars**

Any changes of name, address, telephone number, signature and/or other particulars that are recorded with the Bank which include instruction to stop payment must be notified to the Bank immediately and be supported by any documentations as the Bank may require.

## **13.0 Right to Set-Off**

The Bank, in addition to any of its rights to which it is entitled by law,

with seven (7) calendar days prior written notice to the account holders, may combine, consolidate or merge any or all of the banking accounts with the account holders' liabilities to the Bank and set-off or transfer any sums standing in the credit of any one or more of the account holders' banking accounts in or towards satisfaction of any liabilities with the Bank whether such liabilities to the Bank be primary or collateral or joint and several.

## **14.0 Right to Debit**

The account holders hereby agree that the Bank has the right to debit the account holders' accounts upon giving twenty one (21) calendar days prior written notice, any amount that has been credited into the account holders' accounts due to suspicion of any tampered instrument/instruction/fraudulent transaction and/or any regulatory requirement, whether with or without the account holders' involvement.

## **15.0 Dormant Account**

15.1 The account is classified as dormant if the account is not active or no transactions are initiated by the account holders for a period of one (1) year from the last transaction date.

15.2 Subject to the BNM Guidelines on Imposition of Fees and Charges on Financial Products and Services, the Bank has the right to impose annual dormant account fee with twenty-one (21) calendar days prior written notice to the account holders.

15.3 The dormant account with credit balance of less than RM10 will be closed by the Bank and whatever balance will be treated as a fee to the Bank.

15.4 The Bank will notify the account holders not later than twenty-one (21) calendar days before the transfer of funds from the dormant account to the Registrar of Unclaimed Moneys (RUM) under the Unclaimed Monies Act 1965.

## **16.0 Unclaimed Monies Act 1965**

The account holders are advised to keep the account active as it is

a requirement under the Unclaimed Moneys Act 1965 that any monies to the credit of an account which has not been operated for a period of seven (7) years must be gazetted as "Unclaimed Monies", and thereafter will be remitted to Consolidated Trust Account maintained by the Government of Malaysia.

#### **17.0 Withdrawal, Termination, Suspend and Restriction of Account**

17.1 The Bank has the right to withdraw, terminate, suspend and/or restrict the account holders' access to the account by giving prior written notice to the account holders if:

- (a) the account has not been operated by the account holders to the satisfaction of the Bank;
- (b) the account holders fail to pay any fees and/or charges when due;
- (c) the account holders have provided the Bank with false or incomplete information;
- (d) the account holders become or threatened to become or is in jeopardy of becoming subject to any form of insolvency administration;
- (e) in the Bank's opinion, it is in the public interest to do so;
- (f) there are any directions or instructions from Bank Negara Malaysia or any other relevant authorities to the Bank to discontinue the account or the account holders' access to the account; or
- (g) the account holders commit the breach of any of the terms and conditions as contained herein. The Bank may issue a notice to the account holder to inform that the account holder's access to the account has been suspended or restricted. Any notice given shall be in writing or any other appropriate medium of communication such as SMS or electronic mail.

17.2 The Bank shall deliver or post to the account holders at the last address known to the Bank, the credit balance if any, standing in the accounts in the form of a banker's cheque or any other instruments.

17.3 The account holders acknowledge that termination shall not affect the account holders' liabilities or obligations in respect

of instruction already processed and/or effected by the Bank on the account holders' behalf prior to such termination.

17.4 Subject to BNM Guidelines on Imposition of Fees and Charges on Financial Products and Services, the Bank has the right to impose fees and charges in the event the account is closed within three (3) months of opening the account.

#### **17A. Closure of Account**

17A.1 The account holders may close the account by issuing written instruction signed by its authorized signatory(ies) to the Bank and settling any outstanding amounts due to the Bank (if any).

17A.2 Closing of the account shall be effective if the written instruction is signed by the authorized signatory(ies) of the account holders in the same manner as that pertaining to the mode of operation of the account.

#### **18.0 Taxation**

Unless otherwise specified herein, the fees and charges exclude any current and future taxes that may be imposed, including the Sales and Services Tax ("SST") under the relevant legislation. Upon the effective date of implementation of any such taxes in the future and wherever applicable, the Bank will be entitled to recover such taxes from the account holders.

#### **19.0 Limitation of Liability and Indemnity**

19.1 To the extent permitted by law, the Bank shall not be held liable for any loss or damages whether direct or indirect, special, incidental, consequential or punitive damages, including loss of profits or loss of savings arising:

- a) in connection with the account holders' access or use or the inability to access or use the mobile banking services,
- b) any technical failure of any kind, the interruption, error, omission, delay in operation or otherwise, (except for

liability arising from gross negligence, wilful default and/or default on the part of the Bank.)

Regardless of anything contrary to these Terms and Conditions and to the extent permitted by law, the Bank's total liability for any claim (however arising) shall only be limited to actual direct loss suffered by the account holders and the claim must be supported by documentary evidence satisfactory to the Bank.

- 19.2 Subject to the provisions herein, the Bank's liabilities (if any) to the account holders in contract, tort (including negligence or breach of statutory duty) or any other basis arising by reason of or in connection with these Terms and Conditions or howsoever shall not exceed the amount of the transaction involved which gave rise to the claim or the direct damages sustained, whichever is the lower.
- 19.3 The account holders hereby shall at all times keep the Bank save, harmless and indemnified against all actions, claims, direct losses, damages and expenses (including legal costs and expenses incurred on a solicitor and client basis) which may be brought or made against or incurred by the Bank in any nature whatsoever by reason or on account of the deposit except where such actions, claims, direct losses, damages and expenses were directly attributable to the Bank's gross negligence, willful default or fraud.

## **20.0 Force Majeure**

In the event that the Bank is unable to observe or perform any of its obligations under the Terms and Conditions, whether in whole or in part, by reason of causes beyond its control including but not limited to equipment, system or transmission link malfunction or failure, fire, flood, explosion, acts of God, acts of terrorism, war (declared or undeclared), accidents, epidemics, strikes, floods, sanctions, lockouts, power blackouts or failure, labour disputes, acts, demands or requirements of the Malaysian Government or as a result of any international or supranational sanctions, or by any other causes which it cannot reasonably be expected to avoid, the performance of the Bank's obligations under the Terms and Conditions as they are

affected by such causes shall be excused for the duration of the abovementioned force majeure events. Therefore, the Bank will not be held responsible for any losses or delay or inconvenience whatsoever and howsoever caused or arising from or in connection with any of the abovementioned force majeure events

## **21.0 Evidence**

- 21.1 The account holders may request from the Bank to verify the validity, accuracy and/or authenticity of any evidence of the Instructions and communications transmitted electronically between the parties, including such evidence in the form of the Bank's computer records or transaction logs, magnetic tapes, cartridges, computer printouts, copies of any communication, or any other form of information storage.
- 21.2 Except in the event of manifest error or fraud, the account holders further agree to refer to and to treat all such records or transaction logs, magnetic tapes, cartridges, computer printouts, copies or other form of information storage as conclusive evidence of all of the Instructions and other communications received or sent by the Bank. The account holders further agree that all such records (upon verified by all parties) shall be binding upon the account holders.
- 21.3 All such Instructions and communications that meet the operating standards and requirements of the Bank shall be deemed to be as good as, and given the same effect as, written and/or signed documentary communications.

## **22.0 Modifications and Amendments of the Terms & Conditions**

- 22.1 Any amendment and/or variation of any fees, charges, terms and conditions herein contained when needed, shall be made or caused by way of the Bank giving twenty-one (21) days' notice to the account holders before the new terms and conditions takes effect which is in accordance to any guidelines issued by Bank Negara Malaysia or pursuant to any laws or regulations applicable at that time. The Bank may revise its internal policy and/or procedures as necessary to align with the updated terms and conditions.

- 22.2 The Bank has the right to revise any of its requirements in terms of value or figure including account balances, charges, fees, the number of transaction and any other value that has been quantified as indicated in the applicable clauses and brochure's description as updated and communicated to account holders.
- 22.3 Unless expressly stated to the contrary herein, all other Terms and Conditions governing the operations of an account with the Bank shall remain and be binding with full force and effect on the account and/or the account holders.
- 22.4 If any Terms and Conditions are found to be illegal or prohibited, they shall be ineffective only as to the illegal or prohibited parts of such Terms and Conditions. The remaining Terms and Conditions shall not be effected and shall continue to remain in full force and effect.

### **23.0 Specific Terms of Other Services**

#### **23.1 Internet Banking Services**

- 23.1.1 The internet banking services is available seven (7) days a week, twenty-four (24) hours per day. However, the account holders acknowledge that at times part or all of the accounts may not be accessible due to system maintenance or for any reasons beyond the control of the Bank. The Bank does not warrant that access to the account via the Bank's internet banking services will be available at all times.
- 23.1.2 In the event that the account is not available via internet banking services, the account holders may carry out transactions at any of the Bank's premises and/or branches.
- 23.1.3 The account holders shall:
- (a) immediately inform the Bank in writing in the event of any losses, theft or damage to the Security Codes and until and unless the Security Codes are replaced, the Bank will not accept

any instructions after receipt of such notification;

- (b) immediately change the User ID and Password if the Security Codes are exposed or suspected to be exposed to any person and the Bank shall not be held responsible or liable for any losses, damages or expenses which may be suffered or incurred by the account holders in such circumstances;
- (c) monitor the accounts regularly and verify that there are cleared and sufficient funds in the accounts before performing any required transactions;
- (d) immediately inform the Bank of any inaccuracy or irregularity in any of the accounts; and
- (e) at all times maintain such minimum balance in the accounts as may be required by the Bank. In the event that any of balances falls below the requisite minimum balance, the Bank may suspend or terminate the utilisation by the account holders of the Internet Banking Services.

23.1.4 Except in the event of manifest error or fraud, the account holders agree to refer to and to treat all such records or transaction logs, magnetic tapes, cartridges, computer printouts, copies or other form of information storage as conclusive evidence of all of the Instructions and other communications received or sent by the Bank. The account holders further agree that all such records shall be binding upon the account holders and will not be entitled to dispute the validity or authenticity of the same.

23.1.5 All such Instructions and communications that meet the operating standards and requirements of the Bank shall be effective and given the same effect as, written and/or signed documentary communications.

## 23.2 **Bill Payment Service**

- 23.2.1 The Bank may, when necessary by providing written notice of not less than twenty-one (21) days to the account holders,
- (i) amend its list of service providers, or
  - (ii) vary the scope of service providers, or
  - (iii) withdraw the Bill Payment Service in whole or in part.

To the extent permitted by law, the Bank shall not be liable for any losses, damages or expenses which may be suffered or incurred by the account holders or any third parties as a result of such action by the Bank.

The Bank's total liability for any claim (however arising) shall only be limited to actual direct loss suffered by the account holders and the claim must be supported by documentary evidence satisfactory to the Bank.

- 23.2.2 The account holders acknowledge that each of the service providers may have different terms and requirements as to the procedures of settling their bills. The account holders shall comply with such terms, requirements and/or procedures of the service providers including all variations thereto as may be in effect upon at least twenty-one (21) calendar days written notice given to account holders.
- 23.2.3 The account holders may only use the Bill Payment Service to settle outstanding bills with the service providers and shall not use the Bill Payment Service to pay deposits, disconnection fees, reconnection fees, late payment charges, legal fees or other fees and charges imposed or levied by the service providers.
- 23.2.4 The account holders' accounts shall be debited immediately upon payment instructions being received by the Bank through the Bill Payment

Service.

- 23.2.5 The account holders may pay the bills subject to such limits and conditions on each transaction as may be imposed and/or revised by the Bank when necessary with notice to the account holders.
- 23.2.6 The account holders shall inform the Bank within fourteen (14) calendar days if and when there are any changes in the account holders' references or particulars registered with the service providers.
- 23.2.7 The account holders shall accept the Bank's record of transactions processed by the use of the Bill Payment Service as being conclusive and binding for all purposes whatsoever.
- 23.2.8 Where the account holders' accounts have been debited for the bills but the Bank has not forwarded the payments to the service providers on the due dates for any reason beyond the control of the Bank, the account holders shall be responsible for whatsoever losses, damages or expenses arising from such late payment.

## 23.3 **Security Codes**

- 23.3.1 The Bank has the right to issue any combination of letters and/or numerals for any of the Security Codes as the Bank deems fit. The Security Codes comprises of User ID which are unique and once issued shall not be subject to any change by the account holders unless agreed by the Bank.
- 23.3.2 The account holders shall be solely responsible for keeping the confidentiality of all the Security Codes which have been issued to the account holders in order to access the account and the account holders shall be solely responsible for all instructions affected (whether authorised or otherwise) through the use of such Security Codes.

23.3.3 The account holders shall ensure that the signatories and authorised users take all precautions necessary to safeguard the Security Codes. The account holders shall not disclose the aforesaid Security Codes to any unauthorised persons or the employees of the Bank and shall keep it confidential at all times. The account holders shall change the relevant password regularly and in particular, if the same has been disclosed to or discovered by any parties. The account holders shall ensure that the signatories and authorised users memorize the Security Codes promptly upon receipt and thereafter destroy the documents. The account holders shall inform the Bank immediately if there is any suspicion that any unauthorised persons have knowledge of the Security Codes, so as to prevent the fraudulent or unauthorised use of the accounts.

23.3.4 The account holders will continue to be liable for any and all unauthorized instructions and shall not dispute them until the Bank has taken the necessary steps, in accordance with its prevailing practice to prevent any instructions from being effected through the use of such Security Codes. For avoidance of doubt, the account holders shall destroy the Security Codes upon termination of the account.

#### 23.4 **Software and Hardware Upgrade**

23.4.1 If new or enhanced versions of any of the Security Codes necessary for the operation of the eCA-i are available or developed, the Bank has the right not to continue with the use of the previous Security Codes. In the event that the account holders fail to upgrade or use the enhanced version of the Security Codes as required by the Bank, the Bank may reject the account holders' instructions and with written notice to the account holders forthwith terminate the account holders' access to the eCA-i without being liable to the account holders.

23.4.2 The Bank hereby has the right to change the type or versions or specifications of any of the Security Codes, hardware or equipment that the account

holders may be required to access the eCA-i and in the event that the account holders are not able to meet such requirements, the Bank may reject the account holders' instructions and forthwith terminate the account holders' access to the eCA-i without being liable to the account holders.

#### 23.5 **Equipment, Software and Network Access**

23.5.1 The account holders are responsible for the installation, software and hardware to meet the minimum requirements specified by the Bank.

23.5.2 The account holders' access to the account through a Network Service Provider and other relevant third parties may be subject to payment of fees and charges and compliance with terms and conditions as may be stipulated by the Network Service Provider and such other third parties and the account holders shall make such payments and comply with such terms and conditions at the account holders' sole cost and expense.

23.5.3 If new or enhanced versions of any of the Security Codes necessary for the operation of the account are available or developed, the Bank has the right not to continue with the use of the previous Security Codes. In the event that the account holders fail to upgrade or use the enhanced version of the Security Codes as required by the Bank, the Bank may reject the account holders' instructions and with written notice to the account holders, forthwith terminate the account holders' access to the account.

23.5.4 The Bank hereby has the right to change the type or versions or specifications of any of the Security Codes, hardware or equipment that the account holders may be required to access the account and in the event that the account holders are not able to meet such requirements, the Bank may reject the account holders' instructions and with written notice to the account holders, forthwith terminate the account holders' access to the account.

23.5.5 The Bank is not responsible for any losses, damages or expenses whatsoever and howsoever which may be incurred or suffered by the account holders arising from the non-compliance of any of the above.

**24.0 Anti-Money Laundering and Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (Act 613) (AMLATPUAA)**

24.1 The Bank has the right to obtain all information required as well as the financing source related to the account holders. The Bank has also the right to lodge a report to the relevant authorities and to extend full cooperation in order for the authorities to carry out their duties under AMLATPUAA.

24.2 The account holders undertake to the Bank to do the following to enable the Bank to comply with AMLATPUAA and all applicable regulatory requirements or relevant acts:-

- a. declare that the account holders will exercise due care to ensure the account(s) is not used in any way to facilitate any fraudulent and/or unlawful activities;
- b. declare and undertake that any transactions and/or any of its process will not in any event breach any AMLATPUAA laws or sanctions in Malaysia or any other country;
- c. provide the Bank with all relevant information and/or documents, as and when requested; and
- d. provide and disclose to the Bank within such time or period prescribed by the Bank, any information statements and/or explanations relating to the Accounts in order to comply with the laws relating to anti- money laundering or anti- terrorism or to manage money-laundering risk or terrorism- financing risk.

24.3 The Bank may exercise its rights contained in item 24.4 if it is found or the Bank is of the view that:

- a. the account holders are in violation of AMLATPUAA; or

- b. the account holders are designated as persons from significant deficiencies countries/ jurisdictions as defined in accordance with the Bank's internal policy; or
- c. the Bank suspect the account holders or his transaction may contravene any of the Bank's policy with regard to control of anti- money laundering and anti-terrorism financing and proceeds of unlawful activities; or
- d. the Bank suspect that the transaction may breach any laws or regulations in Malaysia or any other country;
- e. the Bank suspect that the transaction involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United Nations or any country; or
- f. the Bank suspect that the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

24.4 The Bank shall perform any of the following if the account holders or the operations of the account(s) fail the due diligence (or enhanced due diligence as the case may be) exercise conducted by the Bank or upon occurrence any of the events mentioned in item 24.3 herein:

- a. reject opening of any new account(s);
- b. close or suspend the account(s) (with notification); or
- c. terminate (with notification) the Accounts opened with the Bank.
- d. impose limitation or prohibition on the utilisation services provided by the Bank as part of the operation of the accounts.

24.5 The Bank shall not be obliged to proceed with any transactions or to facilitate any transfer of monies from the Account(s) until the Bank shall have received any information

mentioned in this clause from the account holders for verification in accordance with the customary banking practice and subject to the Bank's internal policy and procedure.

## **PART B - Application of Shariah Principles for SA-i and eCA-i.**

### **Part B(i) - Principle of Qard**

#### 1.1. Principle of Qard

- 1.1.1. Under the Qard contract, the account holders lend the money to the Bank and the Bank as the borrower has the obligation to repay the loan to the account holders in full upon demand.
- 1.1.2. The money lent will be utilized by the Bank for Shariah compliant activities of the Bank.
- 1.1.3. Under the Shariah principle of Qard, the account holders hereby acknowledge and agree that they may or may not receive any Hibah (gift/return) in exchange for the loan provided to the Bank in respect of SA-i or eCA-i. The Hibah is as determined by the Bank. Should the Bank decide to grant Hibah, it would be credited to account holders' account.
- 1.1.4. Any information provided by the Bank to the account holders in respect of the past records on distribution of Hibah is not to be construed as an indicative or prospective return, a guarantee, representation, commitment and/or a legally binding promise that Hibah will be granted by the Bank.

**OR**

### **Part B(ii)-Principle of Commodity Murabahah**

#### 1.2. Definitions

- 1.2.1. In these Terms and Conditions, the following shall have the following meanings:

- "Business Day" shall mean a day on which financial institutions are open for business in Kuala Lumpur
- "Ceiling Rate" refers to the profit rate used to compute the Ceiling Profit and will be benchmark to the Bank's TD-i 1 month profit rate.
- "Murabahah Price" means aggregate of the Principal Amount and profit
- "Net increase" shall mean the end of day balance in the SA-i and eCA-i less the highest preceding end of day balance in the same month or time frame as published by the Bank.
- "Prevailing Rate" shall mean such rate as published by the Bank.
- "Termination date" means the date account holders terminate the account and withdraw the entire outstanding balance.

#### 1.3. Principle of Commodity Murabahah under Tawarruq

- 1.3.1. Under this shariah principle, SA-i or eCA-i is based on the concept of Tawarruq with Murabahah (cost-plus) and Dual Wakalah (dual agencies which consist of Wakalah and Wakalah Bil Ujah) concept, applies for the purpose of account opening and/or every daily transaction and/or automatic renewal of the account for balance as at 31<sup>st</sup> December each year. The Dual Wakalah contracts are valid with effect from account opening until deactivation of account upon request by the account holder or termination by the Bank. The account holders shall execute the Wakalah and Wakalah Bil Ujah Contract determined by the Bank.
- 1.3.2. The account holders authorizes the Bank as an agent to perform and complete series of Tawarruq transactions via the commodity platform, Bursa Suq Al-Sila` ("BSAS"), with commercially traded commodities which meet the contract grade and price as specified by the BSAS as underlying asset. The commodities'

specification can be viewed from Bursa Malaysia website at <http://www.bursamalaysia.com>.

- 1.3.3. During the continuance of the SA-i and eCA-i, the Bank, acting as an agent, on a business day, will purchase the Shariah-compliant Commodity (“Purchase Transaction”) from BSAS on behalf of the account holders using the monies standing to the credit of the SA-i and eCA-i (“Principal Amount”) (based on pre-agreed Wakalah Bil Ujrah).
- 1.3.4. Upon completion of the Purchase Transaction, the account holders shall sell to the Bank and the Bank shall purchase the Commodity (“Sale Transaction”) based on pre-agreed Wakalah on deferred payment which is equivalent to the aggregate of the Principal Amount and profit (“Murabahah Price”). The Bank will also act as the account holders’ agent for the purposes of concluding the Sale Transaction. The Purchase Transaction and Sale Transaction shall hereafter be collectively referred to as “Commodity Trade Transaction”.
- 1.3.5. The account holders has the right to take delivery of the commodities prior to sale of commodities to the Bank by informing the Bank in writing. The delivery request cannot be cancelled once confirmed and all cost and expenses related thereto such as transportation, storage, licensing shall be borne by the account holders. Other terms and conditions are available at Bursa Malaysia website.
- 1.3.6. The Commodity Trade Transaction shall, during the continuance of the SA-i and eCA-i, be executed as follows: -
- a) When there is a Net Increase standing to the credit of the SA-i and eCA-i during any given month; and
  - b) On the first Business Day of each and every month or time frame as published by the Bank.

#### Additional Terms and Conditions for SA-i and eCA-i under Commodity Murabahah

Feature	Description	
<b>Profit Distribution</b>	<ul style="list-style-type: none"> <li>The profit of the Murabahah Price shall be credited to account holder’s account on the last day of the month.</li> <li>If the account is closed before month end, profit will be calculated until the date of account closed.</li> </ul>	
<b>Advance Payment</b>	In the event of a Net Increase on the last day of the month, the Bank as agent to the account holder may at its discretion, advance the profit for the last day of the month into the SA-i and eCA-i at the month end notwithstanding that the Commodity Trade Transaction has not taken place. If the Bank exercises such discretion as agent to the account holder, such advance shall be treated as a loan (Qard) by the Bank (as agent) to the account holder and the account holder agrees that such advance shall be set off against the profit portion of the Murabahah Price immediately after the Commodity Trade Transaction takes place.	
<b>Ceiling Profit Rate</b>	The ceiling profit rate will be benchmark to the Bank’s Term Deposit-i profit rate of 1 Month.	
<b>Selling Price</b>	<ol style="list-style-type: none"> <li>a) Selling Price = Net Balance + Ceiling Profit</li> <li>b) Ceiling Profit = <math>P \times CPR \times t / 365</math> or <math>366</math> <math display="block">P = \text{Total Principal (Net Balance)}</math> <math display="block">CPR = \text{Ceiling Profit Rate}</math> <math display="block">t = \text{Remaining days of the year}</math> </li> </ol>	
<b>Profit calculation</b>	<ul style="list-style-type: none"> <li>Profit calculation is performed on a daily basis.</li> <li>Formula of profit calculation is as follows: <table border="1" style="margin-left: 20px;"> <tr> <td>Principal Amount x Bank’s internal rate or Prevailing Rate, whichever is higher x n/365 days (or 366 days as the case maybe) where ‘n’ shall mean the number of days elapse between the Sale Transaction and end of the month or time frame as published by the Bank.</td> </tr> </table> </li> <li>The Prevailing Rate used for the calculation of the profit of the Murabahah Price is determined</li> </ul>	Principal Amount x Bank’s internal rate or Prevailing Rate, whichever is higher x n/365 days (or 366 days as the case maybe) where ‘n’ shall mean the number of days elapse between the Sale Transaction and end of the month or time frame as published by the Bank.
Principal Amount x Bank’s internal rate or Prevailing Rate, whichever is higher x n/365 days (or 366 days as the case maybe) where ‘n’ shall mean the number of days elapse between the Sale Transaction and end of the month or time frame as published by the Bank.		

	<p>by the Bank as required. In the event of change in the Prevailing Rate by the Bank, notification of such change shall be prominently displayed at the Bank's branches and websites.</p> <ul style="list-style-type: none"> <li>If there is an upward change of the Prevailing Rate at any time before payment of a Murabahah Price matures, at the end of the year on 31st December, any additional sum above the Murabahah Price to be paid by the Bank shall be treated as gift (hibah).</li> </ul>
<b>Ibra</b>	<ul style="list-style-type: none"> <li>The account holder shall give their consent to grant rebate (ibra') under certain circumstances but not limited to the following: <ul style="list-style-type: none"> <li>a) A customer who makes an additional deposit, but the customer withdraws before the Bank has time to make a commodity purchase transaction.</li> <li>b) Withdrawal transactions before the Maturity Date. Maturity date refers to December 31 of each year.</li> <li>c) Account closure/termination before the Maturity Date</li> <li>d) Formula: Ceiling Profit Rate (rate that refers to the 1-month rate of the Term Deposit-i Account) – Effective Profit Rate (rate that will be used in commodity trading transactions).</li> </ul> </li> </ul>
<b>Yearly Automatic Renewal</b>	<p>Auto renewal will be performed according to the following:</p> <ul style="list-style-type: none"> <li>a) The account holders give consent for the execution of auto renewal during opening of account.</li> <li>b) The account holders give consent on the appointment of Bank as dual agent to the account holders during auto renewal been performed.</li> <li>c) Commodity Trade Transaction for auto renewal is for duration of 1 year whereby the</li> </ul>

	<p>auto renewal will be executed on every 1<sup>st</sup> of January of the following year.</p> <p>d) The ceiling profit rate will be benchmark to the Bank's Term Deposit-i profit rate of 1 Month.</p>						
<b>Account Opening Simulation</b>	<p>The Account Opening Simulation below is intended for illustration purposes only:</p> <p>The account holders open eCurrent Account-i Tawarruq:</p> <p>Deposit amount: RM25,000.00  Date of opening: 07/04/2023  Tenure until 31/12/2023 (will be auto renewed at 01/01 each year): 269 days</p> <p>Selling Price = Net Balance + Ceiling Profit  Ceiling Profit = <math>P \times CPR \times \frac{t}{365}</math> or <math>\frac{t}{366}</math>  P = Total Principal (Net Balance)  CPR = Ceiling Profit Rate  T = Remaining days of the year</p> <p><math>25,000 \times 4.7\% \times \frac{269}{365}</math>  = 865.96  <math>25,000 + 865.96</math></p> <p>Buying Price / Deposit Amount = RM25,000  Selling Price = RM25,865.96  Tenure: 269 days  Profit Rate =</p> <table border="1"> <thead> <tr> <th>Balance (RM)</th> <th>Profit Rate (%)</th> </tr> </thead> <tbody> <tr> <td>0 - 999</td> <td>0.00</td> </tr> <tr> <td>1,000 – 99,999</td> <td>1.25</td> </tr> </tbody> </table>	Balance (RM)	Profit Rate (%)	0 - 999	0.00	1,000 – 99,999	1.25
Balance (RM)	Profit Rate (%)						
0 - 999	0.00						
1,000 – 99,999	1.25						

Note: Contact information appended hereto shall be read together with the Terms and Conditions. All appendices shall form an integral part of these Terms and Conditions.

### CONTACT INFORMATION

Where can customers get more information?	Any suggestions and questions can be directed to:	Who should customer contact to lodge a complaint on the products and services?
<p>For more information, please refer to the product brochure or visit <a href="http://www.bankrakyat.com.my">www.bankrakyat.com.my</a></p>	<p><b>Contact Centre at: 1-300-80-5454</b></p> <ul style="list-style-type: none"> <li>• <u>7:30 am to 9:30 pm</u> Available for all inquiries.</li> <li>• <u>9:30 pm to 7:30 am</u> Available only to check application status, internet banking and report lost card.</li> </ul> <p>or</p> <p>International Line: <b>+603 5526 9000</b></p> <p>or</p> <p>e-mail to: <a href="mailto:telerakyat@bankrakyat.com.my">telerakyat@bankrakyat.com.my</a></p>	<p><b>Contact Centre at: 1-300-80-5454</b></p> <p>or send your complaint to:</p> <p><b>Complaint Management Unit, 29<sup>th</sup> Floor, Menara 1, Menara Kembar Bank Rakyat, No.33, Jalan Rakyat, KL Sentral, 50470 Kuala Lumpur</b></p> <p>or</p> <p>e-mail to: <a href="mailto:aduan@bankrakyat.com.my">aduan@bankrakyat.com.my</a></p> <p>or</p> <p>Alternatively, you may contact <b>Bank Negara Malaysia</b> via <b>BNMLINK – Enquiries &amp; Complaints</b></p> <p>Webpage: <a href="http://bnm.gov.my/BNMLINK">bnm.gov.my/BNMLINK</a></p> <p>Address: <b>4th Floor, Podium Bangunan AICB, No. 10, Jalan Dato' Onn, 50480 Kuala Lumpur</b></p>

These Terms and Conditions are valid with effect from **1 April 2026**