



TERMS AND CONDITIONS OF TRANSACTIONAL INVESTMENT-i ACCOUNT

This Transactional Investment-i Account (TIA) 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.

By opening, maintaining and using TIA, Investment Account Holders agree and accept these Terms and Conditions including the variation and changes made. If at any time, Investment Account Holders do not accept these Terms and Conditions, Investment Account Holders Accountholders may immediately cease using and close the account.

1.0 Definition and Interpretation

1.1 In this Terms and Conditions, unless otherwise provided, the following words shall have the meaning as set out below:

"Bank"	Means Bank Kerjasama Rakyat Malaysia Berhad registered under the Cooperatives Societies Act 1993 ("Bank Rakyat").
"BNM"	Means Bank Negara Malaysia or Central Bank of Malaysia.
"Business day"	means a day (from Monday to Friday) which bank are open for business other than state and public holiday.
"Investment-i Account"	Means an investment account offered by the Bank based on the Shariah principle of Mudarabah whereby the Customer as investment account holder will invest their

	<p>fund to the Bank for investment purposes including for the provision of finance in accordance to Shariah based on the following terms:</p> <ul style="list-style-type: none"> • The profits shall be shared between the rabbulmaal (investor/customer) and mudarib (bank); • Any losses will be borne by the rabbulmaal (investor/customer); or • With or without any return.
"Investment Account Holders"	<p>Means the account holder or customer of TIA 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 be specified by the Bank..</p> <p>Note:</p> <p>Words using the singular or plural number also include the plural or singular number, respectively except for the above definition of the Investment Account Accountholders.</p>
"Terms and Conditions"	Means terms and conditions set out herein including any amendment, variation and enhancement made as when necessary which shall include specific terms and conditions as attached in the Appendix herein.



“Profit Sharing Ratio or PSR”	Means the agreed proportion of the profit that shall be allocated to the Investment Account Holders and the Bank at the agreed prescribed profit sharing ratio.
Product Disclosure Sheet” or “PDS”	means a sheet containing the relevant information and disclosure of the main terms of the relevant TIA.

- 1.2 Words importing the masculine gender shall include the feminine and neuter genders and vice versa.
- 1.3 Words importing the singular number shall include the plural numbers and vice versa.

2.0 Concept

- 2.1 The TIA is based on the concept of Mudarabah. The Bank will receive a sum or any sum of fund to be used for investment purposes. The Investment Account Holders entrust and authorize the Bank to use the investment money to carry out Shariah-compliant financial and investment activities as stated in the Product Disclosure Sheet. The profit generated from the Investment (if any) will be shared between the Investment Account Holders and the Bank in accordance with the mutually agreed Profit Sharing Ratio (PSR). Any loss from the Investment (if any) will be borne by the Investment Account Holders unless the loss is due to misconduct, negligence or breach of any specific terms on the part of the Bank.
- 2.2 The Bank will manage the Investment Account Holders fund and invest such fund in the Bank's business as determined by the Bank. This agreement is on the basis of an unrestricted Mudarabah mandate (URIA), whereby the Bank will manage the Investment Account Holders' fund in the Investment-i Account according to its skills and expertise without any intervention or any specific restrictions or conditions imposed by the Investment Account Holders. Profits (if any) declared by the Bank, will be shared

3.0 Investment Objective

between the Investment Account Holders and the Bank in accordance with the agreed Profit Sharing Ratio (PSR).

- 3.1 The fund aims to provide stable returns to Investment Account Holders especially from the distribution of profits through diversified investments.

4.0 Investment Strategy

- 4.1 The fund will be invested in low and medium risk investments using the Bank's retail financing assets and in line with Shariah requirements. The investment period is on a daily basis and the liquidity of the underlying assets will depend on the Bank's internal controls as determined by BNM.

5.0 General Features

- 5.1 The features for the TIA including but not limited to the initial investment, tenure, minimum balance to be maintained, PSR and description of underlying assets is depending on the product offerings according to the type of funds and product specifications as disclosed in the Product Disclosure Sheet.
- 5.2 The Investment Account Holders shall adhere to any reasonable requirements set forth by Bank Rakyat in accordance with the Bank's internal policies and procedures..
- 5.3 Information on the PSR and any revision to the PSR will be displayed at the Bank's branches/premises or posted to the Investment Account Holders' last address registered with the Bank or advertised by the Bank in such reasonable manner as stated in Clause 17.0 herein.
- 5.4 The Bank will disclose all necessary information to Investment Account Holders in a fair, accurate, and up-to-date manner. A quarterly fund investment performance report will be published on the Bank's website every three (3) months



6.0 Opening of Account

- 6.1 The opening of account is subject to the Bank's requirements including but not limited to those as to age, minimum investment amount, references and supporting documents acceptable to the Bank. The Bank may amend such requirements in accordance with its internal policies by providing the Investment Account Holders with at least twenty-one (21) days' prior written notice before any such amendment takes effect.
- 6.2 All investment account holder or the Investment Account Holders, authorised representatives and/or signatories must sign and furnish all the account opening documents to the Bank. The Investment Account Holders shall ensure full compliance with all the requirements in respect of such account opening.
- 6.3 The Bank has the right to verify all information furnished by the Investment Account Holders in accordance with the customary banking practice and subject to the Bank's internal policy and procedure.
- 6.4 In the event the Investment 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.

7.0 Investment and Withdrawal

- 7.1 All cheques or other monetary instruments 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.

7.2 The Bank has the right to accept 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.

7.3 Should the cheques or monetary instruments provided be dishonored by the paying bank, an Image Return Document ("IRD") or Image Return Advice ("IRA") will be returned to the Investment Account Holder instead of the physical cheque. An IRD can be re-submitted while IRA cannot be resubmitted.

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

7.4 The Investment Account Holders shall reasonably indemnify and keep the Bank fully indemnified, in its role as collecting banker, for any loss or expenses incurred as a result of the Bank guaranteeing any endorsement or discharge on cheques or other monetary instruments submitted for collection. The Investment Account Holders acknowledge and agree that such guarantees are given by the Bank only with their express consent in each case.

7.5 Investment 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.

7.6 The Bank has the right to request for identification documents before performing the investment and withdrawal OTC. While the Bank strives to ensure the security of all transactions, Investment Account Holders are responsible for reviewing their account entries carefully and promptly notifying the Bank of any unauthorized transactions. The Bank shall exercise reasonable care in safeguarding accounts but shall not be responsible for unauthorized transactions to the Investment Account Holders.



7.7 Cash withdrawals by third parties are not permitted unless supported by appropriate documentation and processed in accordance with internal policies and regulatory requirements. However, payment to third party is permissible.

7.8 Notwithstanding the foregoing or anything contained herein, the Bank reserves the right to suspend or withhold any withdrawal of the TIA under any of the following circumstances:

- (a) Market failure or financial/economic crisis such as stock market collapse or impairment of asset prices;
- (b) Operational issues such as wide-scaled blackout or system failure;
- (c) Investment Account Holders' interest will be affected if withdrawal is not suspended or withheld, where underlying assets cannot be diluted at the appropriate prices and terms. For this purpose, the price for the non-liquid asset may be derived from or certified by an independent third party, which may occur either before or after the suspension;
- (d) The Investment Account Holders are involve in illegal activities and other related matters;
- (e) The TIA is not used by the Investment Account Holders for such period as the Bank may determine in accordance with its internal policy and procedures;
- (f) Failure to pay the relevant fees and charges;
- (g) The Investment Account Holders have provided the Bank with false or incomplete information;
- (h) The Investment Account Holders are in the process or subject to any form of insolvency action;
- (i) In the opinion of the Bank, it is in the public interest to do so;

- (j) There are any instructions from Bank Negara Malaysia or any relevant authorities to the Bank to discontinue the Investment Account Holders' account or access to such account; or
- (k) Any event or circumstance subject to the Bank's internal policy.

8.0 Conditions Applicable to Specific Type of Account

No.	Type of Account	Condition
8.1	Joint Account	<ul style="list-style-type: none"> i. All investment account holder or the Investment Account Holders must sign the account opening documents which clearly specify the mandate to operate and close the account. ii. The Bank may accept payments, cheques, and other monetary instruments payable to any of the joint account holders. Such payments will be binding on all joint account holders jointly and severally. The Bank will not be responsible for any loss or dispute arising from such acceptance. iii. All investment account holder or the Investment Account Holders shall be held liable for any debit balance in the Joint Account and their liabilities shall be joint and several. In the event of death, bankruptcy or insanity of any Investment Account Holders, the Bank is authorised to pay the available sum in the TIA to the surviving investment account holder based on the declared

		<p>percentage as stated in the account opening documents. As for the deceased's declared percentage or where the percentage is not stated/incomplete, the Bank is authorised to pay the full amount of fund 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>iv. The Bank shall be reasonably indemnified against any losses, expenses, or liabilities arising from payments made in good faith and based on valid instructions, provided such actions are consistent with the Bank's internal procedures and regulatory requirements.</p> <p>v. The number of joint account holders may be limited in accordance with the Bank's internal risk management framework and operational policies.</p>			<p>the name of the partnership, membership of the partnership whether by death, bankruptcy, mental incapacity, retirement, admission of new partners or otherwise</p> <p>iii. The partnership agreement shall also state the stake holding of each partner in the firm or business entity, failing which, 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 court order or at the request of either or any of the partners, allow withdrawals of such amounts from the Partnership Account.</p>
8.2	Partnership	<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 and mandate given for operation of the partnership account shall remain in full force until revoked in writing and substituted with new instructions in writing and shall apply regardless of any changes in the constitution or</p>		8.3	<p>Individual</p> <p>i. Applicable for individual Investment Account Holders aged 18 years old and above.</p> <p>v. 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.</p>
				8.4	<p>Minor Accounts</p> <p>a) Applicable for minor below the age of 18 years old; and</p> <p>b) For a minor below the age of</p>



		<p>12 years old:</p> <p>c) Classified as a trust account operations of the account including opening, closing, Investment and/or withdrawals will be done by a parent or legal guardian as trustee for the minor. Investment Account Holders shall include the trustee.</p> <p>d) 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.</p> <p>e) 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.</p> <p>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.</p>			<p>years old:</p> <p>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 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.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 for and on behalf of the minor investment account holder.</p>
		<p>iii) For a minor aged from 13 to 17</p>	8.5	Non-Resident	<p>i. The account may be opened by a non resident (i.e. a person, firm, institution or company)</p>



		ii. A non resident is not permitted to have any resident account.			provided however that such indemnification shall not extend to losses or claims arising from the Bank's gross negligence, willful misconduct or breach of its obligations under these terms and conditions or applicable law.
8.6	Non-Individual Account	<p>i. The account may be opened by legally registered non-individual entities (e.g., companies, partnerships, societies) upon submission of valid legal and constitutive documents, which shall include but not limited to: (a) certificate of incorporation or registration; (b) memorandum or articles of association or equivalent governing documents; (c) board resolution authorizing the opening of the account; and (d) a resolution naming authorised signatories.</p> <p>ii. The Bank will act on instructions from authorised signatories as per the submitted mandate, and the entity must inform the Bank in writing of any changes to structure, ownership, or signatories within fourteen (14) days of such change taking effect, with supporting documentation as may be required by the Bank to verify such changes.</p> <p>iii. The non-individual customer shall indemnify the Bank against any loss or claim arising from the account's operation, including actions taken based on valid mandates,</p>			<p>iii. The Bank reserves the right to request disclosure of beneficial owners and to suspend or close the account if compliance requirements are not met or in cases of dissolution or cessation of the entity in accordance with applicable laws.</p>

9.0 Profit

- 9.1 Profit (if any) shall be paid at the end of each calendar month. Any alternative payout period must be agreed in writing with the Investment Account Holder and disclosed in advance via Product Disclosure Sheet of the product
- 9.2 Investment Account Holders notes that there is a possibility for the invested funds to incur financial losses in whole or in part from the capital investment in the Account.
- 9.3 The Bank will disclose all required information to the Investment Account Holders in a fair, accurate, relevant and up -to -date manner. The quarterly investment performance report of the fund will be published by the Bank on the Bank's official website every three (3) months.



10.0 Valuation of Underlying Assets

- 10.1 The valuation of assets will be carried out using the criteria of Malaysian Financial Reporting Standards (MFRS).
- 10.2 The performance of the assets will be monitored by the Bank on a monthly basis. The gain or loss of assets as a result of the investment will be declared on the Bank's Website and displayed at the branch after the 15th day of each month.

11.0 General Declarations

11.1 The Investment Account Holders' obligations

The Investment 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 security details;
- (d) Examine all statements of the account 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) To immediately notify the Bank if:

- i) There is any change in the Investment Account Holders' personal particulars not limited but including residential address, mailing address and contact number(s);
- ii) There is any change of the Investment Account Holders status or constitution (applicable to non-individual customer), 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 unauthorized or suspicious transaction on the account.

11.1.1 ACCOUNT WITH IDENTIFICATION (ID) / PASSWORD

- (i) The Bank shall not assume responsibility for any loss suffered by the Investment Account Holders due to the Investment Account Holders negligence in securing ID/password of the account including in situations where there is any unauthorized withdrawal by third party.
 - (ii) The Investment Account Holders shall be responsible for carefully examining and ensuring that the entries to the account are correct and accurate at all time.
 - (iii) In the case of loss, stolen or wrongful usage of ID / Password, the Investment Account Holders shall immediately notify the Bank's in writing of such loss, stolen or wrongful usage of ID / Password for purpose of replacement of ID / Password.
- 11.2 The Investment 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.



11.3 The Investment Account Holders declare that no act of bankruptcy has been committed and there is no legal action including any bankruptcy proceedings pending against the Investment Account Holders or any court order has been obtained nor have the Investment Account Holders been reported to the Dishonoured Cheques Information System ("DCHEQS") within the last six (6) months from the date of application of account opening.

11.4 The Investment 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 Investment 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 Investment 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 Investment 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.

11.5 The Investment 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 Investment Account Holders from any parties. The Investment 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.

11.6 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 agree to accept 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 Investment Account Holders agree not to hold the Bank responsible or liable for any such unauthorized access.

11.7 The Investment 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 Investment 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 Investment Account Holders acknowledge that the Bank, its officers, and employees will take reasonable care in handling disclosures; however, the Bank shall not be held liable for disclosures made in good faith and in accordance with applicable laws and regulations. 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 Investment Account Holders are in violation of AMLATPUAA, the Bank is entitled to exercise all of its rights contained in this Terms and Conditions.

11.8 The Bank is irrevocably authorised and permitted to provide any information concerning the Investment Account Holders, the account opening application, Investment 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.

11.9 The Investment Account Holders agree to comply with the Foreign Exchange Administration Rules on the conduct of account.

11.10 In the event of bankruptcy or insanity, the Investment Account Holders agrees that the Bank may deal the account subject to compliance with the relevant laws and regulations prevailing at such time, or any court order.

12.0 Debit Card

12.1 Upon opening of the account, the debit card and the personal identification number (PIN) will be issued to the Investment Account Holders. Upon acceptance of the debit card, the Investment Account Holders agree to be bound by the Terms and Conditions governing the use of the debit card.

12.2 For the use of the debit card, the Investment Account Holders agree to pay any fees and charges set out in the Bank published fee schedule and subject to regulatory guidelines.

13.0 Fees and Charges

13.1 The Bank may set, introduce, increase and/or revise services or transactions' fees and charges when necessary in accordance with the BNM Guidelines on the Imposition of Fees and Charges on Financial Products and Services. Any amendment and/or revision of any fees and charges shall be caused by way of the Bank giving twenty one (21) days' notice to the Investment Account Holders via displaying the new fees and charges at the Bank's premises and websites before the amendments and/or variation takes effect. Investment Account holders may close the account if they do not agree to the changes.

13.2 The Investment 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.

13.3 The Bank has the right to debit the Investment 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.

14.0 Authorisation

14.1 The Investment Account Holders authorise the Bank to comply with all instructions given by the authorized signatory(ies) of the Investment 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 Investment Account Holders' funds in any of the Investment 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 Investment Account Holders.

15.0 Instructions

15.1 The Bank may treat and accept any or all instructions signed by the authorized signatory(ies) of the Investment Account Holders as properly authorized by the Investment Account Holders. The Bank is authorized to act on all instructions given in accordance with the Specimen Signature (or otherwise provided to and accepted by the Bank) The Bank is not responsible for any losses resulting from instructions that are unauthorized or fraudulent instructions received.

15.2 Where the Bank has reason to believe that an instruction purporting to come from the Investment Account Holders have not been properly authorized or that a breach of security has occurred in relation to the Investment Account Holders' access



of account, the Bank will exercise reasonable care and will not be liable for losses resulting from any delay, provided it acts in good faith and without negligence.

- 15.3 The Investment Account Holders are responsible for the accuracy, correctness, authenticity and completeness of the instructions. The Bank shall not be responsible for any losses or delay resulting from any breach, non-compliance or non-observance of the foregoing.
- 15.4 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.
- 15.5 Once issued or transmitted, such instructions shall be irrevocable and shall be conclusive evidence that the instructions originate from the Investment Account Holders.
- 15.6 The Bank shall be entitled to debit the Investment Account Holders account immediately on completion of any transaction pursuant to an instruction by the Investment Account Holders.
- 15.7 The Investment Account Holders may issue instructions to cancel, revoke, reverse or amend the earlier instruction 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.
- 15.8 The Investment Account Holders shall review the records of transaction initiated by the Investment Account Holders through the account regularly.
- 15.9 If the Investment Account Holders have reason to believe that an instruction has not been accurately or completely received by the Bank, the Investment 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.

15.10 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.

15.11 The Bank has the right not to comply with the Investment Account Holders' instructions if they are inconsistent with the Bank's internal policy, rules or regulations in force for the time being.

16.0 Statement of Account

- 16.1 Statement of Account will be accessible to Account Holders via electronic banking or other approved channels. Additional statement requests may be subject to fees, as clearly displayed at the Bank branches or on the official website.
- 16.2 The account holders agree that no statement will be sent in respect of those accounts without transaction recorded during the period concerned.
- 16.3 The Investment 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 Investment Account Holders. Upon the lapse of the twenty one (21) calendar days period and in the absence of any notification by the Investment Account Holders as to any irregularities, the Bank's accounts or records shall be conclusive evidence of the transaction entries and balances in the account and the Investment Account Holders hereby agree to accept all entries contained in the statement as true and accurate in all respects.



17.0 Notices and Communications and Service of Legal Process

- 17.1 Any notice, request or demand requiring to be served by the Bank to the Investment 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;
 - (e) 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
 - (f) if by broadcasting message on the Bank's internet banking information website, Bank's website, or Bank's social media, such notification shall be effective from the first day of such broadcast.
- 17.2 Unless otherwise stated, all notices and communications to the Bank must be in writing, signed by the Investment Account Holders, and sent to the Bank's address or by any method the Bank has previously communicated to the Investment Account Holders. Notices from the Investment Account Holders will take effect only upon actual receipt by the Bank.
- 17.3 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.

18.0 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 as soon as possible and be supported by any documentations as the Bank may require.

19.0 Right to Set-Off

The Bank, in addition to any of its rights to which it is entitled by law, may with seven (7) calendar days prior written notice to the Investment Account Holders set-off or transfer any sums standing in the credit of any one or more of the Investment 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.

20.0 Right to Debit

The Investment Account Holders agree that, where the Bank has reasonable grounds to suspect any tampered instrument, instruction, fraudulent transaction, or where required by regulatory obligations, the Bank may debit the Investment Account Holders' accounts of any amounts previously credited in connection with such matters. The Bank shall provide the Investment Account Holders with at least twenty-one (21) calendar days' prior written notice before any such debit is made. This action will be taken whether or not the Investment Account Holders were involved, subject to applicable laws and regulations.

21.0 Dormant Account

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

Commented [N1]: Unclear on this. On internet banking and website?

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21.2 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 Investment Account Holders.

21.3 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.

21.4 The Bank will notify the Investment 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.

22.0 Unclaimed Monies Act 1965

The Investment 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.

23.0 Termination, Suspension, Restriction and/ or Closing of Account

23.1 The Bank has the right to terminate, suspend, restrict or close the TIA by giving written notice to the Investment Account Holders upon occurrence of any of the following events and subject to any applicable laws and regulations:

- (a) TIA has not been operated by the Investment Account Holders to the satisfaction of the Bank;
- (b) failure by the Investment Account Holders to comply with the Customer Due Diligence requirements as required by BNM;

- (c) the Investment Account Holders fail to pay any fees and/or charges when due;
- (d) the Investment Account Holders have provided the Bank with false or incomplete information;
- (e) the Investment Account Holders become or threatened to become or is in jeopardy of becoming subject to any form of insolvency administration;
- (f) an act of bankruptcy and/or a petition of winding up is presented against the Investment Account Holders (as the case may be);
- (g) withdrawal by the Investment Account Holders of all fund in the account;
- (h) the Investment Account Holders commit breach of any of the terms and conditions as stated herein;
- (i) the Investment Account Holders do not accept or refuse to accept any material amendments, changes and/or variation to these Terms and Conditions;
- (j) upon receipt of the notice of death or insanity of the Investment Account Holders;
- (k) there are any directions or instructions from Bank Negara Malaysia or any other relevant authorities to the Bank to discontinue the account or the Investment Account Holders' access to the account; and/or
- (l) in the Bank's opinion, it is in the public interest to do so;

23.2 The Bank's liability in relation to the accounts shall be considered fulfilled upon the Bank delivering or mailing the available credit balance, if any, to the Investment Account Holders at the last known address on record, in the form of a banker's cheque or other appropriate instrument, provided that reasonable efforts have been made to ensure successful delivery.



23.3 The Investment Account Holders acknowledge that termination shall not affect the Investment Account Holders' liabilities or obligations in respect of instruction already processed and/or effected by the Bank on the Investment Account Holders' behalf prior to such termination.

23.4 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.

24.0 Closure of Account By Investment Account Holder

24.1 The Investment 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).

24.2 Closing of the account shall be effective if the written instruction is signed by the authorized signatory(ies) of the Investment Account Holders in the same manner as that pertaining to the mode of operation of the account.

25.0 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 Investment Account Holders.

26.0 Limitation of Liability and Indemnity

26.1 To the extent permitted by law the Bank will exercise reasonable care and diligence and shall not be held liable for any loss or damages whatsoever arising whether:

a) in contract, tort, negligence or strict liability; or

- b) any other basis, including but not limited to, direct or indirect, special, incidental, consequential or punitive damages, or loss of profits or loss of investment;
- c) arising in connection with Investment Account Holders' access to, use of, or inability to access or use the mobile banking services
- d) any technical failure of any kind, the interruption, error, omission, delay in operation or otherwise

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.

26.2 Subject to the provisions herein, the Bank's sole and entire liabilities to the Investment 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.

26.3 The Investment Account Holders shall indemnify and hold the Bank harmless against all actions, claims, direct losses, damages, and reasonable expenses incurred in connection with the investment, except where such liabilities arise from the Bank's failure to exercise reasonable care or from any unlawful conduct.

27.0 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 above mentioned force majeure events. Therefore, the Bank shall 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 above mentioned force majeure events.

28.0 Evidence

- 28.1 The Investment Account Holders hereby 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.
- 28.2 Except in the event of manifest error or fraud, the Investment 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 Investment Account Holders further agree that all such records (upon verified by all parties) shall be binding upon the Investment Account Holders.
- 28.3 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.

29.0 Modifications and Amendments of the Terms & Conditions

- 29.1 Any amendment and/or variation of any fees, charges, terms and conditions herein contained, shall be made or caused by way of the Bank giving twenty one (21) days' notice to the Investment 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.

- 29.2 The Bank reserves the right to revise any of its requirements related to values or figures, including but not limited to account balances, charges, fees, transaction limits, and other quantifiable amounts as specified in the applicable clauses and brochures. By giving at least twenty-one (21) days' prior written notice before any such revisions take effect.
- 29.3 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 Investment Account Holders.
- 29.4 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.

30.0 Specific Terms of Other Services

30.1 Internet Banking Services

- 30.1.1 The internet banking services is available seven (7) days a week, twenty four (24) hours per day. However, the Investment 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.



30.1.2 In the event that the account is not available via internet banking services, the Investment Account Holders may carry out transactions at any of the Bank's premises and/or branches.

30.1.3 The Investment 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. The Bank will assist in such cases and will not be held liable for any losses, damages, or expenses resulting from failure to promptly notify the Bank or take reasonable precautions.
- (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 Investment Account Holders of the Internet Banking Services. Termination of services will only be considered after all reasonable efforts to resolve the matter have been made, and in accordance with applicable laws and regulations.

30.1.4 The Investment Account Holders agree not to dispute the validity, accuracy and/or authenticity of any evidences 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.

30.1.5 Except in the event of manifest error or fraud, the Investment 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 Investment Account Holders further agree that all such records shall be binding upon the Investment Account Holders and will not be entitled to dispute the validity or authenticity of the same.

30.1.6 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.

30.2 Bill Payment Service

30.2.1 The Bank may amend its list of service providers or vary or withdraw the Bill Payment Service, in whole or in part, by giving not less than twenty-one (21) days' prior written notice to the Investment Account Holders. If the Investment Account Holders do not agree to the changes, they may discontinue use of the service.

30.2.2 The Investment Account Holders acknowledge that each of the service providers may have different terms and requirements as to the procedures of settling their bills. The Investment Account Holders shall comply with the terms, requirements, and procedures of the service providers, including any amendments, that are in effect, provided that the Investment Account Holders receive written notice of such amendments at least twenty-one (21) calendar days prior to their implementation.



- 30.2.3 The Investment 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.
- 30.2.4 The Investment Account Holders' accounts shall be debited immediately upon payment instructions being received by the Bank through the Bill Payment Service.
- 30.2.5 The Investment Account Holders may pay the bills subject to such limits and conditions on each transaction as may be reasonably imposed and/or revised by the Bank, provided that any such changes shall be communicated in advance to the Investment Account Holders. Any revisions shall be made in good faith and, where practicable with notice to the Investment Account Holders.
- 30.2.6 The Investment Account Holders shall inform the Bank within fourteen (14) calendar days if and when there are any changes in the Investment Account Holders' references or particulars registered with the service providers.
- 30.2.7 The Investment 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.
- 30.2.8 Where the Investment 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 Investment Account Holders shall be responsible for whatsoever losses, damages or expenses arising from such late payment.

30.3 **Security Codes**

- 30.3.1 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 Investment Account Holders except with prior consent from the Bank, which shall not be unreasonably withheld or delayed.

- 30.3.2 The Investment Account Holders shall be solely responsible for keeping the confidentiality of all the Security Codes which have been issued to the Investment Account Holders in order to access the account and the Investment Account Holders shall be solely responsible for all instructions affected (whether authorised or otherwise) through the use of such Security Codes.
- 30.3.3 The Investment Account Holders shall ensure that the signatories and authorised users take all precautions necessary to safeguard the Security Codes. The Investment 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 Investment Account Holders shall change the relevant password regularly and in particular, if the same has been disclosed to or discovered by any parties. The Investment Account Holders shall ensure that the signatories and authorised users memorize the Security Codes promptly upon receipt and thereafter destroy the documents. The Investment 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.
- 30.3.4 The Investment Account Holders will remain responsible 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 Investment Account Holders shall destroy the Security Codes upon termination of the account.



30.4 **Software and Hardware Upgrade**

30.4.1 If new or enhanced versions of any of the Security Codes necessary for the operation of the TIA 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 Investment Account Holders fail to upgrade or use the enhanced version of the Security Codes as required by the Bank, the Bank may reject the Investment Account Holders' instructions and with written notice to the Investment Account Holders forthwith terminate the Investment Account Holder' access to the TIA. Such termination shall be carried out in accordance with applicable laws and regulations and shall not be done arbitrarily or without cause.

30.4.2 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 Investment Account Holders may be required to access the TIA and in the event that the Investment Account Holders are not able to meet such requirements, the Bank may reject the Investment Account Holders' instructions and forthwith terminate the Investment Account Holders' access to the TIA. Such termination shall be carried out in accordance with applicable laws and regulations and shall not be done arbitrarily or without cause.

30.5 **Equipment, Software and Network Access**

30.5.1 The Investment Account Holders shall ensure that their installation, software, and hardware comply with the minimum requirements reasonably specified and updated by the Bank, provided that any changes to such requirements shall be communicated in advance and made with due consideration to the Investment Account Holders' ability to comply.

30.5.2 The Investment 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 Investment Account Holders shall make such payments and comply with such terms and conditions at the Investment Account Holders' sole cost and expense.

30.5.3 Where new or enhanced versions of any Security Codes necessary for the operation of the account are made available or developed, the Bank may recommend transitioning to such versions. If the Investment Account Holders do not upgrade or adopt the enhanced Security Codes within a reasonable timeframe after notification, the Bank may, following written notice and after allowing reasonable opportunity to comply, limit or suspend access to the account until such upgrade is completed.

30.5.4 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 Investment Account Holders may be required to access the account and in the event that the Investment Account Holders are not able to meet such requirements, the Bank may reject the Investment Account Holders' instructions and with written notice to the Investment Account Holders, forthwith terminate the Investment Account Holders' access to the account. Termination of access to the account will only be considered as a last resort and will be carried out in accordance with applicable laws and with valid justification.

30.5.5 The Bank is not responsible for any losses, damages or expenses whatsoever and howsoever which may be incurred or offered by the Investment Account Holders arising from the non-compliance of any of the above.

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

31.1 The Bank has the right to obtain all information required as well as the financing source related to the Investment 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.

31.2 The Investment Account Holders undertake to the Bank to do the following to enable the Bank to comply with AMLATPUAA and regulatory requirements or acts that are and that may be amended or introduced in the future:



- (a) declare that the Investment 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.
- 31.3 The Bank may exercise its rights contained in item 31.4 if it is found or the Bank is of the view that:
- (a) the Investment Account Holders are in violation of AMLATPUAA; or
 - (b) the Investment 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 Investment 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.
- 31.4 The Bank shall perform any of the following if the Investment 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 31.3 herein:
- a) reject opening of any new account(s);
 - b) close or suspend the account(s) (with notification);
 - c) terminate (with notification) the Accounts opened with the Bank; or
 - d) impose limitation or prohibition on the utilisation services provided by the Bank as part of the operation of the accounts.
- 31.5 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 Investment Account Holders for verification in accordance with the customary banking practice and subject to the Bank's internal policy and procedure.



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

These Terms and Conditions are valid with effect from **19 December 2025**