

## **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. 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 accountholder/customer before the new terms and conditions take 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. The services provided under eCA-i shall include all other services to be provided by the Bank from time to time.

“Accountholder/customer” refers to the account holders 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 by the Bank from time to time.

### **1.0 Concept**

- 1.1 These SA-i and eCA-i are based on the concept of Qard (loan). Under the Qard contract, accountholders lend the money to the Bank and the Bank as the borrower has the obligation to repay the loan to the accountholders in full upon demand.
- 1.2 The money lent will be utilized by the Bank for Shariah compliant activities of the Bank.

- 1.3 Under the Shariah principle of Qard, the accountholders 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 entirely at the Bank’s discretion.

- 1.4 Any information provided by the Bank to the accountholders 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.

### **2.0 Opening of Account**

- 2.1 The opening of 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 at any time vary such requirements in accordance with the Bank’s internal policy with prior written notice of twenty one (21) days to the accountholders before such variation takes effect.

- 2.2 All accountholders, authorised representatives and/or signatories must sign and furnish all the account opening documents to the Bank. The accountholders 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 accountholders in accordance with the customary banking practice and subject to the Bank’s internal policy and procedure.

- 2.4 In the event the accountholders’ 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 authorised officers of the Bank. The accountholders 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 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.
- 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 accountholders instead of the physical cheque. An IRD can be re-deposited while IRA cannot be re-deposited.

IRDs or IRAs shall be sent to the accountholders' last known address if not collected after three (3) days at accountholders' own risks and expenses.

- 3.5 The accountholders shall 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 accountholders for collection and the accountholders hereby acknowledge and agree that every

such guarantee is given by the Bank with express consent by the accountholders 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 accountholders 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>	<p>i. All accountholders must sign the account opening documents which clearly specify the mandate to operate and close the account.</p> <p>ii. The Bank has the right to collect or accept any funds, payments, cheques and other monetary instruments payable to any of the Joint Account holders, for which the Bank shall not be held liable for any damage or loss arising from collecting or accepting such proceeds. 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. In the event of death, bankruptcy or insanity of any accountholders, 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. 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 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. 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 the Bank.</p>

No.	Type of Account	Condition
		<p>iv. 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. The instructions or mandate given by the partners to operate the account shall remain in full force and effect until the Bank receives notice of revocation in writing notwithstanding any changes in the constitution or the name of the partnership and shall apply notwithstanding any changes in the membership of the partnership whether by death, bankruptcy, mental incapacity, retirement, admission of new partners or otherwise.</p> <p>ii. 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>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>

No.	Type of Account	Condition
4.3	<b>Individual</b>	<ul style="list-style-type: none"> <li>i. Applicable for SA-i and eCA-i and to individual accountholders 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 operations of the account including opening, closing, deposits and/or withdrawals will be done by a parent or legal guardian as trustee for the minor. Accountholder/customer 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> <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> </ul> </li> </ul>

No.	Type of Account	Condition
		<p>(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.</p> <p>For a minor aged from 13 to 17 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 where parent or legal guardian has agreed to indemnify and keep the Bank fully indemnified at all times against any losses, damages and expenses suffered and/or incurred by the Bank due to the use of such debit card by the minor until the minor reaches the age of 18.</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 accountholder.</p>
4.5	<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>

## **5.0 General Declarations**

- 5.1 The accountholders 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.
- 5.2 The Bank shall have the right by providing written notice to the accountholders, to terminate any accounts upon occurrence of any of the following events:
- (a) failure by the accountholders 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 accountholders (as the case may be);
  - (c) withdrawal by the accountholders of all moneys in the account;
  - (d) the accountholders commit breach of any of the terms and conditions as stated herein;
  - (e) the accountholders 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 accountholders.
- 5.3 The accountholders declare that no act of bankruptcy has been committed and there is no legal action including any bankruptcy proceedings pending against the accountholders or any court order has been obtained nor have the accountholders been reported to the Dishonoured Cheques Information System ("DCHEQS") within the last six (6) months from the date of application of account opening.
- 5.4 The accountholders hereby agree and authorize the Bank to disclose any information about the account or any documents related thereto including of personal data of the accountholders 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 accountholders 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 accountholders is 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.
- 5.5 The accountholders 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 accountholders from any parties. The accountholders 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.

- 5.6 Due to the nature of access via internet, the accountholders agree and acknowledge that the Bank does not guarantee or ensure and does not make any representations or warranties in respect of the confidentiality of the information and the accountholders hereby 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 accountholders agree not to hold the Bank responsible or liable for any such unauthorized access.
- 5.7 The accountholders 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 accountholders, banking account(s) or any other information or matters related thereto to BNM and/or other relevant authorities or law enforcement agencies. The accountholders 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 accountholders is in violation of AMLATPUAA, the Bank is entitled to exercise all of its rights contained in this Terms and Conditions.
- 5.8 The Bank is irrevocably authorised and permitted to provide any information concerning the accountholders, the account opening application, accountholders’ 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.

- 5.9 The accountholders agree to comply with the Foreign Exchange Administration Rules on the conduct of account.
- 5.10 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 accountholders. Upon acceptance of the debit card, the accountholders 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 accountholders agree to pay any fees and charges as imposed by the Bank.

## **7.0 Fees and Charges**

- 7.1 The Bank shall be entitled to impose, increase and/or vary services or transactions’ fees and charges and the accountholders agree to pay the Bank all 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 from time to time. 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 accountholders 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 accountholders 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 accountholders' 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 accountholders authorise the Bank to comply with all instructions given by the authorized signatory(ies) of the accountholders on transactions carried out through the account including but not limited to withdrawal, transfer or otherwise dealing with any or all of the accountholders' funds in any of the accountholders' 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 accountholders.

## **9.0 Instructions**

- 9.1 The Bank may treat and accept any or all instructions signed by the authorized signatory(ies) of the accountholders as properly authorized by the accountholders. The Bank shall not be liable for any unauthorized or fraudulent instructions received and shall be under no obligation to check and/or verify the authenticity of the instructions or the authority of the persons giving them.
- 9.2 Where the Bank has reason to believe that an instruction purporting to come from the accountholders has not been properly authorized or that a breach of security has occurred in

relation to the accountholders' 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 accountholders 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 accountholders.
- 9.6 The Bank shall be entitled to debit the accountholders' account immediately on completion of any transaction pursuant to an instruction by the accountholders.
- 9.7 The accountholders 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.
- 9.8 The accountholders shall review the records of transaction initiated by the accountholders through the account regularly.
- 9.9 If the accountholders have reason to believe that an instruction has not been accurately or completely received by the Bank, the accountholders 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 Save and except for gross negligence, wilful default and/or fraud on the part of the Bank, the accountholders agree that the Bank shall not be held liable for any mutilation, interruption, deletion, error, delay, non-receipt or misinterpretation of the accountholders' instructions.

9.11 The Bank has the right not to comply with the accountholders' instructions if they are inconsistent with the Bank's policy, rules or regulations in force for the time being or for any other reason at the Bank's discretion.

#### **10.0 Statement of Account**

10.1 Statement of account will be sent to the accountholders at such periods as determined by the Bank 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 accountholders 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 accountholders agree that no statement will be sent in respect of those accounts without transaction recorded during the period concerned.

10.3 The accountholders 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 accountholders. Upon the lapse of the twenty one (21) calendar days period and in the absence of any notification by the accountholders 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 accountholders 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 accountholder/customer 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, 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 accountholders and sent to the Bank's address or in such manner as may be notified to the accountholders from time to time and all notices from the accountholders 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 as soon as possible and be supported by any documentations as the Bank may require.

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

The Bank, in addition to any general lien or other similar rights to which it is entitled by law, may at any time, with seven (7) calendar days prior written notice to the accountholders, combine, consolidate or merge any or all of the banking accounts with the accountholders' liabilities to the Bank and set-off or transfer any sums standing in the credit of any one or more of the accountholders' 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 accountholders hereby agree that the Bank has the right to debit the accountholder/customers' accounts upon giving twenty one (21) calendar days prior written notice, any amount that has been credited into the accountholders' accounts due to suspicion of any tampered instrument/instruction/fraudulent transaction and/or any regulatory requirement, whether with or without the accountholders' 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 accountholders 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 accountholders.
- 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 accountholders 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 accountholders 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 accountholders' access to the account by giving prior written notice to the accountholders if:

- (a) the account has not been operated by the accountholders to the satisfaction of the Bank;
- (b) the accountholders fail to pay any fees and/or charges when due;
- (c) the accountholders have provided the Bank with false or incomplete information;
- (d) the accountholders 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 accountholder's access to the account; or
- (g) the accountholders commit the breach of any of the terms and conditions as contained herein.

17.2 The Bank's entire liabilities shall be discharged upon delivering or mailing to the accountholders 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 accountholders acknowledge that termination shall not affect the accountholders' liabilities or obligations in respect of instruction already processed and/or effected by the Bank on the accountholders' 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.0 Closure of Account**

17A.1 The accountholders 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 accountholders 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 accountholders.

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

19.1 Without prejudice to any other provisions herein, save and except for gross negligence, wilful default and/or default on the part of the Bank, the Bank shall not in any event be held liable for any loss or damages whatsoever arising whether in contract, tort, negligence, strict liability or any other basis, including but not limited to, direct or indirect, special, incidental, consequential or punitive damages, or loss of profits or loss of savings arising in connection with the accountholders' access or use or the inability to access or use the mobile banking services, any technical failure of any kind, the interruption, error, omission, delay in operation or otherwise, whether or not the Bank has been advised of the possibility of such loss or damage or claim by any third party. This exclusion clause shall take effect to the fullest extent permitted by law.

- 19.2 Subject to the provisions herein, the Bank's sole and entire liabilities to the accountholders 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 accountholders hereby shall at all times keep the Bank safe, 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. Further, the Bank shall not be liable 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 accountholders hereby agree not to dispute 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 accountholders 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 accountholders further agree that all such records shall be binding upon the accountholders and that the accountholders will not be entitled to dispute the validity or authenticity of the same.
- 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, shall be made or caused by way of the Bank giving twenty one (21) days' notice to the accountholders before the new terms and conditions 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.
- 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 from time to time.

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 accountholders.

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 accountholders 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 accountholders may carry out transactions at any of the Bank's premises and/or branches.

23.1.3 The accountholders 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 accountholders 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 accountholder of the Internet Banking Services.

23.1.4 The accountholders 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.

23.1.5 Except in the event of manifest error or fraud, the accountholders 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 accountholders further agree that all such records shall be

binding upon the accountholders and will not be entitled to dispute the validity or authenticity of the same.

23.1.6 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.

## **23.2 Bill Payment Service**

23.2.1 The Bank may at any time and from time to time by providing written notice of not less than twenty one (21) days to the accountholders, amend its list of service providers, or vary the scope of, or withdraw the Bill Payment Service in whole or in part, and the Bank shall not be liable for any losses, damages or expenses which may be suffered or incurred by the accountholders or any third parties as a result of such action by the Bank.

23.2.2 The accountholders acknowledge that each of the service providers may have different terms and requirements as to the procedures of settling their bills. The accountholders shall comply with such terms, requirements and/or procedures of the service providers including all variations thereto as may be in effect at any time and from time to time with written notice to accountholders at least twenty one (21) calendar days.

23.2.3 The accountholders 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 accountholders' accounts shall be debited immediately upon payment instructions being received by the Bank through the Bill Payment Service.

23.2.5 The accountholders may pay the bills subject to such limits and conditions on each transaction as may be imposed and/or revised by the Bank at any time and from time to time with notice to the accountholders.

23.2.6 The accountholders shall inform the Bank within fourteen (14) calendar days if and when there are any changes in the accountholders' references or particulars registered with the service providers.

23.2.7 The accountholders 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 accountholders' 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 accountholders 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 accountholders unless agreed by the Bank.

23.3.2 The accountholders shall be solely responsible for keeping the confidentiality of all the Security Codes which have been issued to the accountholders in order to access the account

and the accountholders shall be solely responsible for all instructions affected (whether authorised or otherwise) through the use of such Security Codes.

23.3.3 The accountholders shall ensure that the signatories and authorised users take all precautions necessary to safeguard the Security Codes. The accountholders 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 accountholders shall change the relevant password regularly and in particular, if the same has been disclosed to or discovered by any parties. The accountholders shall ensure that the signatories and authorised users memorize the Security Codes promptly upon receipt and thereafter destroy the documents. The accountholders 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 accountholders will continue to be liable for any and all unauthorised 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 accountholders 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 accountholders fail to upgrade or use the enhanced version of the Security Codes as required by the Bank, the Bank may reject the accountholders' instructions and with written notice to

the accountholders forthwith terminate the accountholders' access to the eCA-i without being liable to the accountholders.

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

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

23.5.1 The accountholders are responsible for the installation, software and hardware to meet the minimum requirements specified by the Bank at any time and from time to time.

23.5.2 The accountholders' 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 accountholders shall make such payments and comply with such terms and conditions at the accountholder's 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 accountholders fail to upgrade or use the enhanced version of the Security Codes as required by the Bank, the Bank may reject the accountholders' instructions and with written notice to the accountholders, forthwith terminate the accountholders' 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 accountholders may be required to access the account and in the event that the accountholders are not able to meet such requirements, the Bank may reject the accountholders' instructions and with written notice to the accountholders, forthwith terminate the accountholders' 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 accountholders 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 accountholders. 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 accountholders 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 imposed from time to time:-

- a. declare that the accountholders 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 shall be entitled to exercise its rights contained in item 24.4 if it is found or the Bank is of the view that:

- a. the accountholder is in violation of AMLATPUAA; or
- b. the accountholder is designated as persons from significant deficiencies countries/ jurisdictions as defined in accordance with the Bank's internal policy; or
- c. the Bank suspect the accountholder 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 accountholders 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 accountholders for verification in accordance with the customary banking practice and subject to the Bank's internal policy and procedure.

The information provided in this Terms and Conditions is valid with effect from 19 March 2020.