



- 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 Holder entrusts and authorizes 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 Holder 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 Holder 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 Holder's fund and invest such fund in the Bank's business as determined by the Bank from time to time. This agreement is on the basis of an unrestricted Mudarabah mandate (URIA), whereby the Bank will manage the Investment Account Holder's 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 Holder. Profits (if any) declared by the Bank, will be shared between the Investment Account Holder and the Bank in accordance with the agreed Profit Sharing Ratio (PSR).

## **3.0 Investment Objective**

- 3.1 The fund aims to provide stable returns to Investment Account Holder 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 Holder shall comply with any requirement set by the Bank in accordance with the Bank's internal policy 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 Holder's 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 Holder 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 or within such timeframe as determined by the Bank .

## **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 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 Investment Account Holder before such variation takes effect.

- 6.2 All Investment Account Holder, authorised representatives and/or signatories must sign and furnish all the account opening documents to the Bank. The Investment Account Holder 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 Holder 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 Holder's 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 Every investment 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 Investment Account Holder must ensure that the slip is in order after completion of the transaction.
- 7.2 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.
- 7.3 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.

- 7.4 Should the cheques or monetary instruments provided be dishonoured 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.

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

- 7.5 The Investment Account Holder 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 Investment Account Holder for collection and the Investment Account Holder hereby acknowledge and agree that every such guarantee is given by the Bank with express consent by the Investment Account Holder in every case.

- 7.6 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.

- 7.7 The Bank has the right to request for identification documents before performing the investment and withdrawal OTC. The Bank shall not be responsible or held liable for any unauthorised entries, therefore, the Investment Account Holder 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.

7.8 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.

7.9 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 Holder's 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 Holder is involved in illegal activities and other related matters;
- (e) The TIA is not used by the Investment Account Holder 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 Holder has provided the Bank with false or incomplete information;
- (h) The Investment Account Holder is 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 Holder's 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"> <li>i. All Investment Account Holder must sign the account opening documents which clearly specify the mandate to operate and close the account.</li> <li>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.</li> <li>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 Investment Account Holder, the Bank is authorised to pay the available sum in the TIA to the Surviving Investment Account Holder based on the declared percentage as stated in the account opening documents. As for the deceased's declared percentage</li> </ul>

No.	Type of Account	Condition
		<p>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 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> <p>v. The Bank has the right to limit the number of parties to a Joint Account.</p>
6.2	<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</p>

No.	Type of Account	Condition
		<p>or business entity, failing which, the Bank shall take and deem it as each partner sharing or holding an equal stake.</p> <p>iii. 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>
6.3	<b>Individual</b>	<p>i. Applicable for individual Investment Account Holder aged 18 years old and above.</p> <p>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.</p>
6.4	<b>Minor Accounts</b>	<p>i. Applicable for minor below the age of 18 years old; and</p> <p>ii. For a minor below the age of 12 years old:</p> <p>(a) 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.</p>

No.	Type of Account	Condition
		<p>Investment Account Holder shall include the trustee.</p> <p>(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.</p> <p>(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.</p> <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</p>

No.	Type of Account	Condition
		<p>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 Investment Account Holder.</p>
6.5	<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>

## 9.0 Profit

- 9.1 Profit (if any) will be paid at the end of the month or at a period of time determined by the Bank.
- 9.2 Investment Account Holder 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 Holder Customer 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 website every three (3) months or at a time period specified by the Bank.

## 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 Holder 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.

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

11.3 The Investment Account Holder 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 Holder 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 Holder 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 Holder 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.

11.4 The Investment Account Holder 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 Holder from any parties. The Investment Account Holder 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.

11.5 Due to the nature of access via internet, the Investment Account Holder 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 Investment Account Holder 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 Investment Account Holder agree not to hold the Bank responsible or liable for any such unauthorized access.

11.6 The Investment Account Holder 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 Holder, 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 Holder 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 Investment Account Holder is in violation of AMLATPUAA, the Bank is entitled to exercise all of its rights contained in this Terms and Conditions.

- 11.7 The Bank is irrevocably authorised and permitted to provide any information concerning the Investment Account Holder, the account opening application, Investment Account Holder’ 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.
- 11.8 The Investment Account Holder agree to comply with the Foreign Exchange Administration Rules on the conduct of account.
- 11.9 In the event of bankruptcy or insanity, the Investment Account Holder 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 Holder. Upon acceptance of the debit card, the

Investment Account Holder 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 Holder agree to pay any fees and charges as imposed by the Bank.

## **13.0 Fees and Charges**

- 13.1 The Bank shall be entitled to impose, increase and/or vary services or transactions’ fees and charges and the Investment Account Holder 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 Investment Account Holder 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.
- 13.2 The Investment Account Holder 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 Holder’ 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 Holder authorise the Bank to comply with all instructions given by the authorized signatory(ies) of the Investment Account Holder 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 Holder' funds in any of the Investment Account Holder' 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 Holder.

## **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 Holder as properly authorized by the Investment Account Holder. 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.
- 15.2 Where the Bank has reason to believe that an instruction purporting to come from the Investment Account Holder has not been properly authorized or that a breach of security has occurred in relation to the Investment Account Holder' 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.
- 15.3 The Investment Account Holder 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.
- 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 Holder.

- 15.6 The Bank shall be entitled to debit the Investment Account Holder account immediately on completion of any transaction pursuant to an instruction by the Investment Account Holder.
- 15.7 The Investment Account Holder 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 Holder shall review the records of transaction initiated by the Investment Account Holder through the account regularly.
- 15.9 If the Investment Account Holder have reason to believe that an instruction has not been accurately or completely received by the Bank, the Investment Account Holder 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 Save and except for gross negligence, wilful default and/or fraud on the part of the Bank, the Investment Account Holder agree that the Bank shall not be held liable for any mutilation, interruption, deletion, error, delay, non-receipt or misinterpretation of the Investment Account Holder's instructions.
- 15.11 The Bank has the right not to comply with the Investment Account Holder's 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 made available to the Investment Account Holder 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 Investment

Account Holder 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.

- 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 Holder 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 Holder. Upon the lapse of the twenty one (21) calendar days period and in the absence of any notification by the Investment Account Holder 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 Holder 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 Holder under the provisions of this Terms and Conditions shall be in writing and shall be sufficiently served or delivered:
- if delivered by hand, when delivered;
  - if sent by ordinary post or registered post, in its ordinary course of posting;
  - if sent by facsimile or electronic mail or digital transmission, when transmission has been completed;
  - if by displaying notices in any of the Bank's premises or branches, such notification shall be effective from the first day such notice is displayed;

- if by advertisement made once in any national newspapers in English language or national language, such notification shall be effective from the date of publication of such advertisement; or
- if by broadcasting message on the Bank's internet banking information website, such notification shall be effective from the first day of such broadcast.

17.2 Unless otherwise specified, all notices and communications to the Bank shall be in writing and signed by the Investment Account Holder and sent to the Bank's address or in such manner as may be notified to the Investment Account Holder from time to time and all notices from the Investment Account Holder shall take effect only upon the Bank receiving the same.

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 general lien or other similar rights to which it is entitled by law, may at any time, combine, consolidate or merge any or all of the banking accounts with the Investment Account Holder's liabilities to the Bank and with seven (7) calendar days prior written notice to the Investment Account Holder set-off or transfer any sums standing in the credit of any one or more of the Investment Account Holder's

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

## **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 Holder for a period of one (1) year from the last transaction date.
- 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 Holder.
- 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 Holder not later than twenty one (21) calendar days before the transfer of funds from the dormant account to the Registrar of Unclaimed Monies (RUM) under the Unclaimed Monies Act 1965.

## **22.0 Unclaimed Monies Act 1965**

The Investment Account Holder are advised to keep the account active as it is a requirement under the Unclaimed Monies 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 Holder upon occurrence of any of the following events:
  - (a) TIA has not been operated by the Investment Account Holder to the satisfaction of the Bank;
  - (b) failure by the Investment Account Holder to comply with the Customer Due Diligence requirements as required by BNM;
  - (c) the Investment Account Holder fail to pay any fees and/or charges when due;
  - (d) the Investment Account Holder have provided the Bank with false or incomplete information;
  - (e) the Investment Account Holder 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 Holder (as the case may be);
  - (g) withdrawal by the Investment Account Holder of all fund in the account;

- (h) the Investment Account Holder commit breach of any of the terms and conditions as stated herein;
- (i) the Investment Account Holder 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 Holder;
- (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 Holder's 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 entire liabilities shall be discharged upon delivering or mailing to the Investment Account Holder 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.

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

#### **26.0 Limitation of Liability and Indemnity**

26.1 Without prejudice to any other provisions herein, the Bank shall not in any event 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 the Investment Account Holder's access or use or the inability to access or use the mobile banking services, or
- d) 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 save and except for gross negligence, willful default and/or default on the part of the Bank.

26.2 Subject to the provisions herein, the Bank's sole and entire liabilities to the Investment Account Holder 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 Holder 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 investment except where such actions, claims, direct losses, damages and expenses were directly attributable to the Bank's gross negligence, willful default or fraud.

## **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. 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 above mentioned force majeure events.

## **28.0 Evidence**

28.1 The Investment Account Holder 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.

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

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 Holder 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.

- 29.2 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.
- 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 Holder.
- 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 Holder 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 Holder may carry out transactions at any of the Bank's premises and/or branches.
- 30.1.3 The Investment Account Holder 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 Investment Account Holder 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 Investment Account Holder of the Internet Banking Services.

30.1.4 The Investment Account Holder 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 Holder 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 Holder further agree that all such records shall be binding upon the Investment Account Holder 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 at any time and from time to time by providing written notice of not less than twenty one (21) days to the Investment Account Holder, 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 Investment Account Holder or any third parties as a result of such action by the Bank.

30.2.2 The Investment Account Holder acknowledge that each of the service providers may have different terms and requirements as to the procedures of settling their bills. The Investment Account Holder 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 Investment Account Holder at least twenty one (21) calendar days.

30.2.3 The Investment Account Holder 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 Holder's accounts shall be debited immediately upon payment instructions being received by the Bank through the Bill Payment Service.

30.2.5 The Investment Account Holder 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 Investment Account Holder.

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

30.2.7 The Investment Account Holder 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 Holder's 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 Holder 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 Holder unless agreed by the Bank.

30.3.2 The Investment Account Holder shall be solely responsible for keeping the confidentiality of all the Security Codes which have been issued to the Investment Account Holder in order

to access the account and the Investment Account Holder 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 Holder shall ensure that the signatories and authorised users take all precautions necessary to safeguard the Security Codes. The Investment Account Holder 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 Holder shall change the relevant password regularly and in particular, if the same has been disclosed to or discovered by any parties. The Investment Account Holder shall ensure that the signatories and authorised users memorize the Security Codes promptly upon receipt and thereafter destroy the documents. The Investment Account Holder 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 Holder 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 Investment Account Holder 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 Holder fail to upgrade or use the enhanced version of the Security Codes as required by the Bank,

the Bank may reject the Investment Account Holder's instructions and with written notice to the Investment Account Holder forthwith terminate the Investment Account Holder's access to the TIA without being liable to the Investment Account Holder.

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 Holder may be required to access the TIA and in the event that the Investment Account Holder are not able to meet such requirements, the Bank may reject the Investment Account Holder's instructions and forthwith terminate the Investment Account Holder's access to the TIA without being liable to the Investment Account Holder.

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

30.5.1 The Investment Account Holder 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.

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

30.5.3 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 Investment Account Holder fail to upgrade or use the enhanced version of the Security Codes as required by the Bank, the Bank may reject the Investment Account Holder's instructions and with written notice to the Investment Account Holder, forthwith terminate the Investment Account Holder's access to the account.



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 Holder may be required to access the account and in the event that the Investment Account Holder are not able to meet such requirements, the Bank may reject the Investment Account Holder's instructions and with written notice to the Investment Account Holder, forthwith terminate the Investment Account Holder's access to the account.

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 Holder 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 Holder. 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 Holder 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 Investment Account Holder 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 shall be entitled to exercise its rights contained in item 31.4 if it is found or the Bank is of the view that:

- (a) the Investment Account Holder is in violation of AMLATPUAA; or
- (b) the Investment Account Holder 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 Investment Account Holder 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 Holder 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 Holder 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 15/06/2022..