

Specific Terms and Conditions for AmBank Signature Priority Banking

The following Specific Terms and Conditions shall apply to AmBank Signature Priority Banking (AmSPB).

1.0 Definitions and Interpretation

1.1 In this Specific Terms and Conditions, the following words shall have the meanings stated thereto:

“Account” means any types of deposit account opened and maintained by the Accountholder with the Bank.

“AmBank Authorised Staff” means AmBank Signature Priority Banking’s Relationship Manager (RM) or Service Manager (SM) who are authorised by the Customer under the Service.

“Authorised Third Party” means any person other than an AmBank Authorised Staff assigned by the Customer. Such person may be an immediate family member, personal assistant, secretary or any other nominated person that is authorised by the Customer.

“Bank” means AmBank (M) Berhad and/or AmBank Islamic Berhad (whichever is applicable) their respective predecessors-in-title, successors-in-title and assigns.

“Customer-Authorised Service” or “the Service” means the service provided by the Bank to the convenience of Customer by enabling any person(s) other than the Customer (such as an AmBank Authorised Staff or Authorised Third Party) to collect the Security Items and/or Non-Security Items on the Customer’s behalf with the Customer’s authorisation (Service Authorisation). This Service may include ancillary task in connection with or for the purposes of this Service, if made available by the Bank and opted for by the Customer. An ancillary task may be supplemented, varied, added or removed by the Bank at any time and from time to time.

“Customer” means AmBank Signature Priority Banking customer or where the context so permits or where applicable, a single or joint account holder(s) of the Account, or the Accountholder as defined under the Bank’s General Terms & Conditions of Accounts & Services.

“Instruction” means any instruction provided by the Customer to the AmBank Authorised Staff or Authorised Third Party pursuant to the Service Authorisation of the Customer under the Service.

“Member/ supplementary” means AmSPB member.

“Membership” means AmSPB membership.

“Minimum Balance” means the minimum positive credit balance for the Account which shall be maintained by the Member pursuant to Section 3 of This Specific Terms and Conditions.

“Non-Security Item” means Transactions Receipt, Unit Trust Transaction Form and other instrument not classified or categorized as Security Item made available by the Bank to the Customer at any time and from time to time.

“Service Authorisation” means the authorisation for the Service and the terms of authorisation given by the Customer to the Bank through the Customer-Authorised Service Form under the Service.

“Services” means services related to the AmSPB Account provided by the Bank, in addition to the usual services provided in relation to a normal Account.

“Security Item” means Savings Passbook, Cheque Book, Cashier Order, Demand Draft or other relevant transaction facility or instrument not classified or categorized as Non-Security Item made available by the Bank to the Customer at any time and from time to time.

“GST” means any tax payable on the supply of goods, services, or other things in accordance with the provisions of GST Law.

“GST Law” means the Goods and Service Tax Act 2014, subsidiary legislations, statutory orders and regulations governing the application of GST, as amended from time to time.

The headings of terms and conditions herein are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any provisions herein.

Any words (including words defined herein) denoting the singular number only shall include the plural (and vice versa) and words importing the masculine gender shall where appropriate include the feminine and neuter genders (and vice versa).

1.2 In addition to the above, the definitions in the General Terms and Conditions for Accounts and Services shall also apply.

2.0 Application for Membership

2.1 Application for the Membership shall be by way of invitation by the Bank to any Entity, based on the Minimum Balance and/or by any other eligibility criteria set by the Bank.

2.2 The acceptance of application for the Membership and continued usage of the Account shall be at the sole discretion of the Bank.

2.3 Primary Accountholder is allowed to accord a maximum of two (2) Joint Accountholder for Supplementary Membership.

3.0 Membership Criteria

3.1 Membership Criteria consists of the following which maybe revised from time to time

- a. Primary Accountholder who have Assets Under Management (AUM) of RM200,000 or more with AmBank
- b. Primary Accountholder who have Investment of RM150,000 or more with AmBank
- c. Primary Accountholder who have single approved Mortgage limit of RM1,000,000 and above with AmBank under personal name conditioned to top-up AUM of RM200,000 or more within 6 months.

3.2 Customers who do not meet the membership criteria but meet our other criteria determined at point of membership and revised from time to time based on AmBank’s sole and absolute discretion and assessment.

4.0 Minimum Balance

4.1 Member shall maintain at all times “Minimum Balance” for the Account as follows:

- a. A minimum aggregated total deposit of RM200,000, shall be maintained under the Account or Joint Account where Member is the primary accountholder in any one/more savings, current or fixed deposit accounts with the Bank, OR
- b. A minimum aggregated total investment RM150,000, shall be maintained in any investment of the Bank or made with the Bank under the Account or a Joint Account where Member is the primary accountholder.

5.0 Communication of Instructions

5.1 Upon request, Member may authorize the Bank to act on instructions given by way of telephone/facsimile/ email which the Bank in its reasonable opinion shall believe and assume to emanate from the Member.

- 5.2 The Bank shall not be held liable or accountable for complying or acting upon such instructions given by the Member via telephone/facsimile/ email. Therefore, Member shall ensure that such instructions are not compromised in any way by any other person.
- 5.3 Member shall indemnify the Bank for any claims, demands, damages and any legal proceedings arising from the Bank's reliance of Member's instructions given through telephone/ email. Notwithstanding the same, Member shall also execute a letter of indemnity provided by the Bank prior to providing any instructions via mail.
- 5.4 Member shall take all reasonable precautions to prevent the unauthorized and fraudulent use of the Account's PIN, password and other security mechanism, access code, features or related device ("Secured Access") to the Accounts. Member shall ensure that the Security Access Codes are not revealed or disclosed to any other persons.

6.0 Termination of the Membership

- 6.1 The Membership can be terminated by the following modes:
 - a. When Member provides written notice of termination to the Bank; or
 - b. If Member defaults on any loans/facilities granted by the Bank; or
 - c. Upon death/insanity/bankruptcy/insolvency of the Member; or
 - d. Member fails to maintain Minimum Balance in the Account; or
 - e. Refusal to adhere to any terms and conditions of the Bank including any additional or specific terms and conditions; or
 - f. At the discretion of the Bank, with prior notice to the Member.
- 6.2 Upon termination of the Membership:
 - a. Member shall return any item that relating to AmBank Signature Priority Banking
 - b. Preferential rates entitlement for all products & services no longer applicable
 - c. Member shall also return AmBank Signature Priority Banking VISA Infinite Card and will be replaced by a Credit Card of your choice

7.0 Customer-Authorized Service (Valid only if option is selected)

- 7.1 Member may appoint AmBank authorized staff and/or third party to collect and receive security items and/or non-security items on behalf of Member.
- 7.2 The Bank will call the member to perform confirmation before releasing the Security Items and/or Non-Security Items to AmBank authorized staff and/or third party who is assigned by the Member as part of this service. Take note however that this means the release of the Security Items and/or Non-Security Items would be subjected to the Member being successfully contacted by the Bank and any delay of the release due to unsuccessful contact shall not be attributed to the Bank.
- 7.3 Third party who is assigned by the Member as part of this service is allowed to collect all types of security and non-security items on behalf of the member except for:
 - a. Debit Card
 - b. Credit Card
 - c. Savings Passbook
- 7.4 Saving Passbook updating by AmBank authorized staff is part of this Service
- 7.5 Utilization of the Service
The Service is provided subject to the Terms and Conditions herein.
 - a. Provision and Protection of Information of the AmBank Authorised Staff or Authorised Third Party
 - The Service shall require the Customer to provide the necessary information and supporting documents of the AmBank Authorised Staff or Authorised Third Party for processing and due diligence purposes. Upon successful verification and identification and subject to any other relevant processing the Bank deemed necessary, the Bank may proceed to allow the utilisation of the Customer-Authorised Service.

b. Service Authorisation

- A Service Authorisation shall be clear, in writing and in compliance with the requirements set forth in the Form and on the terms accepted and enforceable by the Bank.
- Any change in Service Authorisation shall require the Customer to inform the Bank and to complete and execute a new Form which shall then supersede or replace the previous Service Authorisation as provided by the Customer through the previous Form. This includes any change in the appointment or terms of authorisation of AmBank Authorised Staff or Authorised Third Party.
- A Service Authorisation shall continue to be in force until it is revoked in writing by the Customer. The Bank shall be indemnified for acting on the Instruction under the Service Authorisation until the exact time the revocation of the Service Authorisation is notified in writing to the Bank and acknowledged by the Bank.

c. Instruction

- Any instruction given by the Customer to the AmBank Authorised Staff or Authorised Third Party shall be subjected to the Service Authorisation provided by the Customer under the Service.
- The Customer agrees that the Bank shall be and is hereby authorised by the Customer to reply upon and/or act in accordance with the information and instruction provided by the Customer to the AmBank Authorised Staff or Authorised Third Party without enquiry, and that Bank shall not be held liable for any losses, damages and expenses suffered by the Customer or anyone else for complying with such Instructions.

d. Amendments and Variation

- The Bank reserves the right to suspend or terminate the Service and the right to add, delete, vary and/or amend any of these terms and conditions, in whole or in part, from time to time and at any time, with prior notice of 21 days to the Customer.
- The Customer agrees that continued usage or utilisation of the Service shall constitute the Customer's acceptance of the Terms and Conditions herein including any amendments and variations to these Terms and Conditions.
- This terms and conditions are in addition to and not in substitution for any other agreements, mandates, terms or conditions relating to the Account of the Customer with the Bank.

7.6 Acceptance Risks

By utilising the Service and providing the Service Authorisation, the Customer shall be deemed to acknowledge and agree to accept the inherent risks associated with their Instructions being carried out through the AmBank Authorised Staff or Authorised Third Party.

7.7 Indemnity

- The Customer shall undertake to indemnify the Bank carefully and completely and against all claims, demands, actions, proceedings, costs, losses and expenses and all other liabilities of whatsoever nature or description which may be made, taken, incurred or suffered by the Bank in connection with or in any manner arising out of the provision of the Service Authorisation or the acceptance of any instructions given by the Customer or breach by the Customer of any of the Terms and Conditions herein.
- The obligations of the Customer hereunder shall survive the termination of these Terms and Conditions.

8.0 Phone Banking

8.1 The Bank shall be entitled to record all telephone instructions and conversations with the Member. All such recording shall remain the property of the Bank and shall be conclusive evidence of instructions given. The Bank may also monitor calls with the objective of improving its service.

8.2 Only the primary accountholder is authorized to perform any transactions / inquiries through phone banking in a Joint Account. However, the Bank may allow other accountholders to execute any transactions / inquiries with prior specific approval from the primary accountholder, provided written request must be made by the primary accountholder to the Bank for the same to take effect.

9.0 Other Terms & Conditions

- 9.1 Other terms and conditions relevant to this Services and shall be applicable to Member are as follows:
- a. General Terms and Conditions for Accounts and Services;
 - b. Usage of the Credit Card will be governed by the Terms and Conditions applicable to the same;
 - c. Usage of the Bank's E-Channel Services by the Member shall be governed by the E-Channel Terms and Conditions; and
 - d. Other Specific Terms and Conditions applicable to or governing special services or products customized or made available under AmSPB whether as supplement to or in furtherance of this or the relevant terms and conditions.
- 9.2 All of the above terms and conditions are available in the Bank's website and the Bank's branches. Copies of the same can also be obtained from the Member's Relationship Manager.

10.0 Customer Information

- 10.1 Member shall be bound by the terms and conditions governing the disclosure of customer information or the processing of Member's personal data under the General Terms and Conditions for Accounts and Services.
- 10.2 Where the Member is an individual, the Member shall also be bound by the Privacy Notice of AmBankGroup which is made available at www.ambankgroup.com.

11.0 Good and Services Tax

Unless expressly stated otherwise, the Member agrees that all fees/charges indicated in this Specific Terms & Conditions are inclusive of GST which such GST shall be borne by the Member.