

TERMS AND CONDITIONS FOR AMMONEYLINE

1. DOCUMENTATION

- 1.1** This Terms & Conditions is made between AmBank (M) Berhad [Registration No. 196901000166 (8515-D)] (hereinafter referred to as “the Bank”) and the Applicant(s) as defined in the Application Form. The Terms & Conditions shall be binding on the Applicant whose application for the Facility has been approved by the Bank (hereinafter referred to as “the Successful Applicant”).

2. INTERPRETATION

- 2.1** This Terms and Conditions, along with the Disbursement Letter and any other documents pertaining to any of the Applicant’s account(s) maintained with the Bank, constitute an agreement in respect of the Facility.
- 2.2** The Terms and Conditions set forth herein are in addition and supplemental to and not in substitution for or in derogation of any other terms and conditions binding upon the Applicant from time to time.

3. FACILITY

- 3.1** The Facility is an unsecured term loan facility.
- 3.2** The Facility amount (minimum facility amount being RM2,000.00) is subject to the Bank’s approval and discretion and may be varied from time to time by the Bank.

4. EFFECTIVE DATE

- 4.1** The Applicant hereby understands and confirms that the Facility will be made available for disbursements subject to the discretion of the Bank. This Terms & Conditions shall take effect from the date of approval of the Facility for disbursement and shall be dated on such date.

5. OFFER AND ACCEPTANCE OF THE LOAN

- 5.1** All telephone conversations made between the Bank’s Personnel and the Applicant(s) shall be recorded by the Bank for verification purpose. All agreements made with the Applicant(s) via telephone shall be considered to be legal and binding on the Applicant(s).
- 5.2** The Applicant(s) is reminded to read and understand this Terms and Conditions. Upon the Bank’s receipt of all documents together with a signed copy of the Application Form from the Applicant(s), the Applicant(s) is taken to have agreed and accepted the range of Facility approved by the Bank and all of the documents and information provided by the Applicant(s) shall be deemed to be true and good. Upon the Bank’s receipt of the documents, the signature of the Applicant(s) in the Application Form shall be considered to be legally binding on the Applicant.

6. MODE OF DISBURSEMENT

- 6.1** The Bank shall disburse the Facility amount to the Applicant(s)’s AmBank Current / Savings Account or any other accounts as identified in the Application Form (Disbursement details) after deducting stamp duty fees which is equivalent to 0.5% of the financing amount.
- 6.2** Successful Applicant agrees that the Bank shall be at liberty to change or amend the mode of disbursement of the Facility with notice prior to disbursement.

7. INTEREST

- 7.1** The Bank shall impose and the Applicant agrees to bear interest charged to the Facility at a rate that is determined by the Bank. The Bank reserves the right to vary the interest rate according to fluctuation of the Base Rate or market conditions as follows: (i) seven (7) calendar days’ prior notice for variation of Base Rate and/or (ii) twenty-one (21) calendar days’ prior notice for variation of other interests. Nothing herein shall affect the Bank’s right to revise the interest upward at any time upon occurrence of any event of default in accordance with Clause 8.3 below.
- 7.2** If and whenever the rate of interest payable by the Successful Applicant under this Terms & Conditions shall be varied in the manner herein, the Bank may at its discretion make the necessary adjustment consequent upon such variation with prior notice as stated in section 8.3 below, either:
- (i) By varying the amount of any of the monthly instalment; or

- (ii) By varying the number of the monthly instalments.

8. MODIFICATION OF INSTALMENTS

- 8.1** The Successful Applicant shall not be allowed to vary the monthly instalment commencement date of the Facility, monthly instalment of the Facility and the instalment period of the Facility stipulated in the Disbursement Letter unless prior written approval is granted by the Bank or is given subject to such terms and conditions as the Bank may decide and impose.
- 8.2** The period of repayment of the Facility and interest rate thereon is as stated in the Disbursement Letter or if applicable, such other period as may be mutually agreed between the Bank and the Applicant. Each subsequent instalment shall be paid on the agreed date on every consecutive calendar month until the whole selling price and all other monies which the Successful Applicant has promised to repay under this Terms & Conditions (hereinafter referred to as “the indebtedness”) is fully paid and satisfied. These payment dates may be varied by the Bank with prior notice as stated in section 8.3 below.
- 8.3** If and whenever the rate of interest payable on the Facility shall be varied, the Bank may at its discretion make the necessary adjustment consequent upon such variation with prior written notice either: -
- (i) By varying the monthly instalment amount of the Facility; or
 - (ii) By varying the number of the remaining instalment period of the Facility;

For the avoidance of doubt, the Bank shall give prior notice as follows: (i) seven (7) calendar days’ prior notice for variation of Base Rate and/or (ii) twenty-one (21) calendar days’ prior notice for variation of other interests.

9. CAPITALISATION OF INTEREST

- 9.1** The interest on the Facility for the time being including capitalised interest, if remain due and unpaid, shall at the end of each calendar month, or at the discretion of the Bank at the end of any other interest payment period, be capitalised and added to the indebtedness then owing, and shall henceforth bear interest and payable accordingly, and all the covenants and conditions contained in or implied by all rules of law or equity in relation to the Facility and interest thereon shall equally apply to such capitalised interest and to interest on such arrears notwithstanding any demand by the Bank or cessation of the banker and Successful Applicant relationship. It is also hereby agreed that the decision of the Bank as to the rate of interest or the interest chargeable at any time shall be final and conclusive.

10. CAPITALISED INTEREST EXCLUDED FROM APPROVED LIMIT OF FACILITY

- 10.1** Without affecting the other provisions in this Terms & Conditions and only for the purpose of ascertaining whether the approved limit of the Facility has been exceeded or not, all accumulated and capitalized interest shall be deemed to be interest and not principal sum.

11. YEARLY REBATE

- 11.1** Applicant who settle the monthly instalment on or before the payment due date for a 12 months cycle; will enjoy a benefit of 5% rebate on yearly interest paid. The rebate will reflect in the 13th month’s statement. The Bank reserves the right to vary the rebate offer at any time and from time to time at its discretion with twenty-one (21) calendar days prior written notice to the Successful Applicant.
- 11.2** Upon the final year of the loan tenure, with payment on or before the due date for an 11 months period, the rebate will be given on the 12th month which is the last instalment.

12. DEFAULT INTEREST (LATE PAYMENT CHARGE)

- 12.1** The Successful Applicant shall pay the default rate (before and after judgment) at the rate of one per centum (1.0 %) or any variation above Base Rate per annum.
- (i) on any amount due but remain unpaid;
 - (ii) on the balance outstanding if the Facility is recalled or after the tenure expired;
- 12.2** Notwithstanding the inexistence of any demand from the Bank for the interest or any other payment due from the Successful Applicant, the default rate shall accrue until the date of actual payment.

13. TENURE

13.1 Subject to a minimum of twelve (12) months or maximum of sixty (60) months repayment tenure based upon loan amount or such other tenure as the Bank shall decide at its discretion from time to time with prior notice to the Successful Applicant.

14. RIGHT TO RECALL FACILITY

14.1 The Bank reserves the right to recall the Facility at any time in the event of default or breach of any of this Terms & Conditions including before disbursement.

14.2 The Bank also reserves the right to suspend or not to proceed with the disbursement if the Bank discovers and has reasons to believe that:

- (i) any documents and information supplied by the Applicant is false, untrue or misleading;
- (ii) there is any fictitious, fraud, forgery and fraudulent misrepresentation in the Facility application of the Successful Applicant.

15. AVAILABILITY

15.1 The Facility can be utilised after full compliance and satisfaction of all conditions precedent imposed herein to the Bank's satisfaction.

16. PREPAYMENT OR EARLY SETTLEMENT

16.1 In the event that the Successful Applicant choose to fully settle the indebtedness at any period earlier than the prescribed tenure, the Successful Applicant is required to provide the Bank with one (1) month prior notice in writing, or payment of one (1) month interest on the amount redeemed, in lieu of notice.

16.2 A rebate for early settlement ("Rebate") on the remaining interest to be charged will be granted to the Successful Applicant over the unexpired period commencing after the one (1) month notice period. The Rebate shall be calculated in accordance with the following formula:

$$R = \frac{[n(n+1)] \times I}{N(N+1)}$$

R	Rebate
n	No. of remaining instalments unserved in months
N	Total Tenure agreed in months
I	Total agreed interest charged for the whole loan tenure

17. REPAYMENTS

17.1 The Successful Applicant shall on demand pay to the Bank the indebtedness or the balance thereof from time to time which are still outstanding with interest thereon at the rate more specifically stated under Clause 7 above, and all other monies herein covenanted to be paid and until demand as aforesaid shall repay the Facility with interest thereon at the aforesaid rate by the number of monthly instalments and amount indicated herein or otherwise varied at the Bank's discretion in accordance with Clause 8.3 above.

17.2 The first of such instalment is to be paid on the first day of the next subsequent month following the complete disbursement of the Facility or such other date as the Bank in its discretion shall decide and each subsequent instalment shall be paid on the first day of every consecutive month or on whichever date as the Bank deems fit with provision of twenty one (21) calendars days' notice until the whole indebtedness and interest thereon shall be fully paid and satisfied.

17.3 During the repayment period, the principal amount together with the interest amount shall be paid by way of equal monthly instalments as set out in the Disbursement Letter which also sets out the Facility monthly instalment period and other information sent to the Successful Applicant upon approval of the Facility.

17.4 The Bank shall be entitled at its discretion to withdraw or terminate the Facility and demand the repayment of all sums of money owing under this Facility or vary or amend the Facility on such terms as the Bank may at its discretion determine.

17.5 In the event the Bank shall demand repayment of the Facility, the Successful Applicant shall be liable to pay additional default interest on the outstanding Facility amount and unpaid Facility monthly instalments after demand for repayment at such interest rate as shall be imposed by the Bank at its discretion. Default interest shall accrue on a daily basis (after judgment or court order as well as before) and remaining unpaid, shall be debited to the account of the Successful Applicant at the end of every calendar month and be liable thereupon to interest at the default interest as therein provided.

18. PAYMENTS

18.1 All payments shall be made to the Bank in full without set-off or counterclaim, free and clear of and without deduction for any taxes, levies, duties, charges, fees, deductions, withholdings, restrictions or conditions of any description.

18.2 If the law requires such deduction from any payment, the Successful Applicant shall ensure that the net amount received by the Bank shall equal the full amount which the Bank would have had received, had no such deduction been made.

18.3 Any payment received from the Successful Applicant may be applied in the manner as the Bank may at its discretion deems fit.

18.4 The Facility instalment period shall be specified by the Bank.

18.5 The Facility monthly instalment and Facility instalment period shall not be altered.

18.6 The Successful Applicant undertakes to make satisfactory arrangement for payments of this Facility in accordance with this Terms and Conditions in the event of his/her absence abroad.

19. REPRESENTATIONS AND WARRANTIES

19.1 The Successful Applicant warrants that:

- (i) The Successful Applicant have full power to enter into and perform their obligation stated in this Terms & Conditions;
- (ii) no event has occurred which constitute (or with the giving of notice or lapse of time or both would constitute) one or more of the Events of Default as stated under Clause 22 below;
- (iii) The Successful Applicant is not in default under any agreement to which they are a party which would have a material adverse effect on their financial condition.

20. DISCLOSURE

20.1 The Successful Applicant hereby authorizes the Bank and/or its officers to:-

- (i) make use of, disclose, divulge or reveal any information relating to this Facility for purposes of or in connection with any action or proceeding taken for the purpose of recoveries of monies due and payable by the Successful Applicant to the Bank under this Terms and Conditions;
- (ii) the disclosure of any information pertaining to the credit standing of the Successful Applicant to any other Bank(s) and/or Financial Institution(s) as is necessary in such manner and to such extent as the Bank shall consider necessary in connection with such queries and to the disclosure of the account number(s) to any other interested person(s) or party(ies);
- (iii) disclose information to Bank Negara Malaysia regarding the Successful Applicant's Facility or the Successful Applicant's Account as may be required, whether pursuant to law or otherwise.

21. APPROVAL OF FACILITY

21.1 The approval of the application is conditional upon the execution, delivery and perfection of the documents required by the Bank. The Bank may refuse the application for the Facility.

- 21.2** The Bank may at its discretion approve the application for the Facility amount and the Facility instalment period specified by the Successful Applicant or such lower Facility amount and/or shorter Facility instalment.
- 21.3** The Successful Applicant acknowledges that the acceptance of the Facility by the Bank is completed upon the Bank issuing the Disbursement Letter upon the terms therein contained and crediting the approved Facility amount into the current/savings/loan account indicated by the Successful Applicant herein notwithstanding that the Facility amount remains unused in the said Account.
- 21.4** Any differences in the Facility amount and/or Facility instalment period applied for and as finally approved shall not affect the validity of these Terms and Conditions. It is agreed that that the submission of the application for the Facility and the issuance of the Disbursement Letter that an agreement on the part of the Successful Applicant to borrow the Facility amount approved by the Bank and for the Bank to make available the Facility and no other formal documents are required to be executed further between the Successful Applicant and the Bank.

22. EVENTS OF DEFAULT

- 22.1** Without affecting the Bank's right to recall the Facility with prior notice on demand, the Bank shall be entitled at its discretion to recall the Facility and demand repayment of the indebtedness if:
- (i) default is made in any payment of the indebtedness amount by the Successful Applicant or any loan;
 - (ii) there is a breach of any of the obligations under this Terms & Conditions or any existing facility with the Bank or the AmBank Group;
 - (iii) the Successful Applicant admits in writing or otherwise their inability to pay or shall become unable to pay the indebtedness generally as the indebtedness become due or the Bank shall at their opinion determine that the Successful Applicant is unable to pay the indebtedness generally as it becomes due;
 - (iv) a bankruptcy proceeding is initiated against the Successful Applicant;
 - (v) a distress or other execution is levied on or against any substantial part of the property of either the Successful Applicant and is not discharged within fourteen (14) calendar days of the date of such order;
 - (vi) any of the Successful Applicant's indebtedness to a third party is not paid on its due date or becomes due prior to its stated maturity or any guarantee given by the Successful Applicant is not honored when due or called upon;
 - (vii) any representation or warranty made by the Successful Applicant to the Bank shall prove to have been incorrect in any material respect when made (or deemed made) or, if repeated at any time hereafter by reference to the facts subsisting as such time, would no longer be true and correct in all material respects;
 - (viii) there is a breach of Financial Services Act 2013;
 - (ix) The Successful Applicant has passed on or becomes of unsound mind.
- 22.2** The Successful Applicant shall notify the Bank forthwith in writing of the occurrence of any of the above events, save and except clause 22.1(ix), wherein the next of kin shall notify the Bank in writing forthwith of such occurrence.
- 22.3** The Successful Applicant shall indemnify the Bank against any loss, damage or liability incurred by the Bank as a consequence of any Event of Default.

23. INCREASED COSTS

- 23.1** The Successful Applicant shall on demand promptly pay to the Bank such amount as the Bank may determine in its discretion to indemnify the Bank against any cost or increased cost if the Bank determines that the introduction or variation of any law, order, regulation or official directive (whether or not having the force of law) from the relevant authority which:-

- (i) taken together with the Bank's obligation under this Terms & Conditions being made is that the Bank incurs a cost; or
- (ii) is to increase the cost to the Bank in funding or maintaining the Facility.

24. CHANGE IN CIRCUMSTANCES

24.1 If, as a result of any change in applicable law, regulation or regulatory requirement or in the interpretation or application thereof or if compliance by the Bank with any applicable direction, request or requirement (whether or not having the force of law) will impose on the Bank any condition, burden or obligations, then the Bank's commitment to make or maintain the Facility will end upon notice to the Successful Applicant of the happening of such event after it has become aware thereof.

25. COSTS AND EXPENSES

25.1 All costs, charges and expenses incurred by the Bank in connection with or arising from or incidental to the Facility shall be borne by the Successful Applicant, and shall become due and payable immediately.

25.2 All stamp duty and solicitor's fees that are payable (assessed on a 'solicitor and client' basis) or incurred by the Bank:

- (i) in connection with or incidental to the provision of the Facility; and/or
- (ii) in its enforcement of its rights under the Facility shall become payable by the Successful Applicant with prior notice.

26. RECONSTRUCTION

26.1 This Terms & Conditions shall be valid and binding notwithstanding any change by amalgamation, reconstruction or otherwise and no change of any party shall affect the liability and obligations created whether past, present or future.

27. SUSPENSE ACCOUNT

27.1 Any monies received may be placed or kept in credit of a non-interest bearing suspense account for so long as the Bank thinks fit without any obligation in the meantime to apply the same or any part thereof towards discharge of any monies or liabilities due.

27.2 Notwithstanding any such payment, in the event of bankruptcy of the Successful Applicant, the Bank may prove for and agree to accept any dividend or composition in respect of the whole or part of such monies or liabilities in the same manner as if this Terms & Conditions had not been created.

28. CALCULATION CONCLUSIVE

28.1 The Bank's calculation of the indebtedness shall be conclusive unless expressly proven to be an error that is obvious and indisputable.

29. RIGHT TO SET-OFF

29.1 The Successful Applicant shall permit the Bank to set-off, with prior notice of seven (7) calendar days to the Successful Applicant against any outstanding sum including interest or fees due and owing to Bank under this Terms & Conditions, loss or expenses which the Bank may sustain or incur, from any account of either the Successful Applicant maintained with the Bank at any branch or office to satisfy any indebtedness. The Bank shall exercise its right of set-off after the expiry of the seven (7) calendar days' notice period.

30. CONSOLIDATION AND COMBINATION OF ACCOUNTS

30.1 The Bank reserves the right at any time at its discretion and with seven (7) calendar days prior notice to the Successful Applicant to combine or consolidate any or all accounts of the Successful Applicant including joint accounts (of any nature whatsoever whether subject to notice) wheresoever situated with any liabilities and obligations owed or incurred by the Successful Applicant to the Bank and set-off or transfer any sum outstanding to the credit of any one or more of such accounts in or towards satisfaction of money obligations and liabilities due and payable to the Bank. The Bank shall exercise its right of consolidation and combination after the expiry of the seven (7) calendar days' notice period.

31. NOTICE

31.1 Any demand or notice to the Successful Applicant under this Terms & Conditions shall be in writing and signed by the General Manager, Manager, or other authorised officer of the Bank or any solicitor or firm of solicitors purporting to act for the Bank and may be made by letter addressed to the Successful Applicant or both including but not limited to writ of summons or legal documents which shall be sent by ordinary post or dispatched by personal delivery to the address of the Successful Applicant stated therein or the usual or last known place of business, employment or residence of the Successful Applicant and any such demand or notice if sent by post shall be deemed to have been received by the Successful Applicant on the expiration of five (5) calendar days after it is posted or by personal delivery upon delivery of the documents to the Successful Applicant's address. Any notice required under this Terms & Conditions to be given to the Bank shall be in writing and signed by the Successful Applicant and may be made by letter addressed to the Bank and sent by registered post or dispatched by personal delivery to the address stated herein of the Bank or such other address as may be notified by the Bank to the Successful Applicant and shall only be deemed to have been served on the Bank at the date of actual receipt thereof by the Bank.

31.2 Any letter, demand, notice, statement, reminder, or certificate (hereinafter generally referred to as the "Said Document(s)") required to be given by the Bank shall not require to be under the hand of or signed by any officer of the Bank where it is stated on such Said Document(s) that the Said Document(s) is computer generated and no signature is required.

32. SERVICE OF LEGAL PROCESS

32.1 The Parties hereby agree that the service of any Writ of Summons or any legal process in respect of any claim arising out of or connected with these Terms and Conditions may be effected by forwarding a copy of the same by prepaid registered post and a copy of the same by ordinary post to the Successful Applicant's address(es) stated in the Facility application form or to such other address(es) notified by the Successful Applicant to the Bank from time to time.

33. CERTIFICATE OF INDEBTEDNESS

33.1 A certificate signed by the officer of the Bank as to the monies for the time being due and owing to the Bank from the Successful Applicant shall be a conclusive evidence or proof that the amount appearing therein is due and owing and payable by the Successful Applicant to the Bank.

34. LIABILITY

34.1 The Bank shall not be held liable nor responsible for the rejection of the loan application.

35. INDEMNITY

35.1 The Bank will not be responsible for and disclaims all liability to any actions, claims, losses, damages, costs, charges and expenses which a Successful Applicant may suffer/sustain or incur by his/her participation in the loan Facility save and except where such actions, claims, losses, damages, costs, charges and expenses are attributable to the Bank's gross negligence, wilful default and misconduct.

36. FORCE MAJEURE

36.1 The Bank shall not be held liable for any failure to carry out its obligations due to direct/indirect acts that is beyond the control of the Bank including natural disasters such as flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil or earth or acts of public unrest such as strikes, lock out, industrial disturbances, riots, wars, each of which is beyond the control of neither Party or such other event, condition or circumstances of similar nature as may be classified as Force Majeure by the Bank from time to time.

37. LAW

37.1 These terms and conditions shall be governed by and construed in all respect in accordance with the laws of Malaysia and the parties hereto hereby agree to submit to the exclusive jurisdiction of the Courts of Malaysia.

38. OTHER CONDITIONS

38.1 The use of the Facility is subject to the Terms and Conditions herein contained. When applying for this Facility, the Successful Applicant is responsible for assessing this Terms and Conditions.

38.2 The Successful Applicant confirms that he is not relying on anything that the Bank's staff or representative has purported to advise, represent or promise that is not expressly stated in this Terms and Conditions. Even if there is any

advice given, the Successful Applicant agrees that they shall not be legally binding upon the Bank or form a defence or support any claim by the Successful Applicant in any legal proceedings. The Applicant(s) is reminded to obtain his/her own independent legal advice.

38.3 The Bank may exercise any rights, power and/or remedy that it may have, whether it is stated herein or conferred upon it by law even after a delay. All rights and powers of the Bank in law or equity are exercisable even after the same is overlap with any rights and powers conferred under these Terms and Conditions. If the Bank does not act when it is entitled to, that DOES NOT mean the Bank:

- (i) has agreed to a breach by the Successful Applicant; or
- (ii) has given up the Bank's rights; or
- (iii) is prevented from acting later.

Where the Bank has expressly waived a default by the Successful Applicant, this shall not impair the exercise of any right, power or remedy of the Bank in respect of any other default by the Successful Applicant, whether occurring prior or subsequent to the waiver.

38.4 The Bank shall have the right at any time to impose additional terms or vary or modify the Terms & Conditions at its discretion by providing at least twenty-one (21) calendar days' prior notice.

38.5 The Bank shall have the right at any time and with prior notice to the Successful Applicant to add, alter, delete, modify, change or vary all or any of these Terms and Conditions or to replace wholly or in part the Facility by another scheme, whether similar or not, or to withdraw it altogether subject to prior notice of twenty-one (21) calendar days.

38.6 If the Successful Applicant is not agreeable to the variations, modifications and amendments made pursuant to Clauses 38.4 and 38.5 above, the Successful Applicant shall notify the Bank in writing of the same within twenty-one (21) calendar days from the date of notice by the Bank and the Successful Applicant shall cancel the Facility by repaying the Bank in full, all outstanding amounts due and owing under the Facility. In the event the Successful Applicant continues to maintain the Facility, twenty-one (21) calendar days after the notice of such variations, modifications and amendments by the Bank, the Successful Applicant shall be deemed to have accepted such variations, modifications and amendments.

38.7 The Malay version of this Terms & Conditions is available at www.ambank.com.my. The Successful Applicant is required to log on to www.ambank.com.my for the latest product Terms & Conditions.

39. ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001 ("AMLATFA") AND THE STRATEGIC TRADE ACT 2010 ("STA")

39.1 The Successful Applicant represents and warrants that:

(a) unless and until the Successful Applicant notifies the Bank to the contrary in writing:

- (i) the Successful Applicant is the principal debtor in relation to the Facility;
- (ii) no person other than the Successful Applicant has or will have any interest in the Facility; and
- (iii) all monies which will be paid to the Bank, all collateral and/or guarantees in favour of the Bank to secure the Facility (if any) shall come from a lawful source of activity and not unlawful activities, as defined under the AMLATFA or in contravention of the STA.

(b) on notification that the Successful Applicant is an intermediary for other persons:

- (i) the Bank may require, and the Successful Applicant agrees and undertakes to provide verification of the identity of the beneficiary and such other information as the Bank may require, including certified true copies of any authorisation to act or documents that may be required for the purposes of verifying the information provided by the Successful Applicant, which copies may thereafter be retained by the Bank;
- (ii) the Successful Applicant further declares and certifies that the necessary "know-your-customer" checks have been conducted including but not limited to the identity, existence, address and nature of the business of the beneficiary, it being confirmed by the Successful Applicant that the monies, funds or collateral are from a lawful source of activity and not unlawful activity under the AMLATFA or in contravention of the STA; and

- (iii) it is further hereby clearly agreed and understood that the provision of details of the Successful Applicant's beneficiary shall not make the Successful Applicant's beneficiary a client of the Bank and the Bank shall be entitled to hold the Successful Applicant as the principal debtor.

39.2 In addition to Clause 39.1 (a) and (b) hereof, the Successful Applicant hereby agrees and undertakes irrevocably and unconditionally that:

- (a) the Successful Applicant shall disclose and furnish to the Bank any information required or deemed necessary and to the satisfaction of the Bank in a timely manner within the period specified by the Bank, whether or not for purposes of complying with laws, rules, regulations, directives and guidelines of BNM and/or given, made or established by the Bank;
- (b) pending receipt of information by the Bank from the Successful Applicant and until received and verified thereof to the satisfaction of the Bank and or the relevant authorities, the Bank shall neither be obliged to proceed with any transactions or disbursements nor accept any monies, funds or collateral ("Assets"). In relation to Assets already in the possession of the Bank, the Bank shall be entitled (and authorised) to retain the Assets for the time being; any Assets requested to be returned to the Successful Applicant or any other party shall be returned to the Successful Applicant or any other party after the Bank receives satisfactory clearance from the relevant authorities;
- (c) the Successful Applicant will not use the Facility for money laundering or violate any laws relating to money laundering under the AMLATFA or in contravention of the STA; and
- (d) in no event shall the Bank or companies within the AmBank Group be liable for any direct, indirect, consequential or any losses whatsoever or howsoever arising or by reason of the Bank's exercise of its duties under the laws for the time being in force, in particular but not limited to its statutory duties under the AMLATFA or STA.

39.3 In the event the payment of the outstanding Bank's Selling Price by the Successful Applicant is at any time or from time to time after the release and discharge of the Successful Applicant's obligations in this Agreement by the Bank, found to be from an unlawful source of activity or instrumentalities of an offence as defined under the AMLATFA or in contravention of the STA, the Successful Applicant agrees and acknowledges that: -

- (a) the release and the discharge of the Successful Applicant's obligations under this Agreement shall be automatically deemed to be invalid from the date it is established that the source of payment of the outstanding Bank's Selling Price falls within the ambit of the AMLATFA or in contravention of the STA and the Successful Applicant shall continue to be liable to the Bank under the terms of this Agreement notwithstanding any document issued and/or executed by the Bank to release and discharge the Successful Applicant ; and
- (b) the Successful Applicant shall indemnify the Bank for any losses, damages, costs, fees and charges incurred by the Bank as a result of contravention by the Successful Applicant of the provisions of the AMLATFA and/or the STA.

40. PRIVACY

40.1 The Successful Applicant is hereby reminded to read and understand the Privacy Notice of AmBank Group (which is available at www.ambankgroup.com) and the Successful Applicant is to be bound by the Privacy Notice of AmBank Group and the Clauses herein, related to the processing of his personal information. For avoidance of doubt, the Successful Applicant agrees that the Privacy Notice is considered merged by referring to the Application Form and this Terms and Conditions.

40.2 If the Successful Applicant gives personal and/or financial information to a third party, including information related to their family and dependents (for individual Successful Applicant) for the purpose of opening or undertaking a Facility with the Bank or otherwise subscribing to products and services of the Bank, the Successful Applicant hereby:

- (a) confirms that he has been authorized or otherwise entitled to give information to the Bank and for use of the Bank in accordance with the Application Form and this Terms and Conditions and to give information regarding products, services and offers (including products, services and offers from AmBank Group) which the Bank and AmBank Group believe may be important and beneficial to them;
- (b) agrees to ensure that the third party's personal and financial information are correct;

(c) agrees to update in writing if there are any changes to the personal and financial information; and

(d) agrees to the Bank's right to terminate the Facility if the permission is withdrawn by any of the third parties.

40.3 Additionally, but always subject to any laws, (including rules, guidelines and/or obligations) applicable for the Bank (whether in or out of Malaysia), the Successful Applicant agrees any other company in AmBank Group and any of their strategic business partner(s) may contact the Successful Applicant regarding any product, service and/or offer, in which the Bank and AmBank Group believe may be important and beneficial to the Successful Applicant.

40.4 The Bank and AmBank Group may communicate with the Successful Applicant using various channels, including telephone, email, electronic/mobile message, facsimiles or post, to the contact information provided by the Successful Applicant.

40.5 The Successful Applicant may inform the Bank at any time should the Successful Applicant opt to not receive any form of communication in relation to the marketing of the Bank, AmBank Group and/or their strategic business partner(s), by contacting Customer Service Officer of the Bank via these various means:

Customer Service

Operation Hour: 7am-11pm

Contact Number: 03 – 2178 8888

E-mail: customercare@ambankgroup.com

Post: AmBank Contact Centre

Level 18, Menara AmBank,

No. 8, Jalan Yap Kwan Seng,

50450 Kuala Lumpur.

40.6 The latest written instruction from the Successful Applicant is applicable. The Successful Applicant agrees that some of the communications such as statements on the Facility to the Successful Applicant and the AmBank Group website may contain general information regarding other products and services of the Bank and AmBank Group which cannot be removed without affecting delivery/operation part of the Facility and/or without any additional cost to the Successful Applicant.

40.7 The Bank may use a credit reporting agency to assist in its decision-making processes, such as when the Bank is required to:

- (a) check the details of the Facility application, financing and financing-related or other Facility given to the applicant;
- (b) manage and check the Facility; and/or
- (c) recover debt from the applicant.

40.8 The Successful Applicant will be linked with the credit reporting agency to other name used or may have been used by the Successful Applicant, and any applicants either jointly or separately. The Bank may also share information of any Successful Applicants and how the Successful Applicant manages the Facility with the relevant credit reporting agency.

40.9 Notwithstanding that the Successful Applicant has given the information to the Bank, the Successful Applicant has the option to withdraw a prior given permission. In that situation, the Bank is entitled to refuse or stop the granting of any Facility linked to the information.

40.10 The Bank is entitled to amend these Clauses from time to time by giving prior notice of twenty-one (21) calendar days to the Successful Applicant. If the Successful Applicant is not agreeable to any of the amendments, the Successful Applicant shall notify the Bank in writing of the same within twenty-one (21) calendar days from the date of notice by the Bank and the Successful Applicant shall cancel the Facility by repaying the Bank in full, all outstanding amounts due and owing under the Facility. In the event the Successful Applicant continues to maintain the Facility, twenty-one (21) calendar days after the notice of such amendments by the Bank, the Successful Applicant shall be deemed to have accepted such amendments.

41. Any complaints that the Successful Applicant may have against the Bank in relation to any matters arising from this Facility may be lodged at the following address: -

Contact Centre - One Stop Resolution

Level 18, Menara AmBank,
No. 8, Jalan Yap Kwan Seng,
50450 Kuala Lumpur.

Contact Number: 03 – 2178 8888

Email: customercare@ambankgroup.com

In the event the complaint by the Successful Applicant is unresolved by the Bank or the Successful Applicant is unsatisfied with the Bank's decision in respect of the complaint, the Successful Applicant may refer the matter to:

- (i) **Bank Negara Malaysia LINK or TELELINK**
Laman Informasi Nasihat dan Khidmat (LINK)
Jalan Dato' Onn
50480 Kuala Lumpur
Tel: 1-300-88-5465
Email: bnmtelelink@bnm.gov.my
- (ii) **Association of Banks in Malaysia**
34th Floor, UBN Tower
10, Jalan P. Ramlee
50250 Kuala Lumpur
Tel: 1-300-88-9980
Email: banks@abm.org.my
- (iii) **Ombudsman for Financial Services**
Level 14, Main Block
Menara Takaful Malaysia
No 4 Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel: 03 – 2272 2811
Email: enquiry@ofs.org.my

Note: The information provided in this Terms and Conditions is valid as at September 2020. For latest revision log on to ambank.com.my