

## AmBank Contact Centre Terms & Conditions

These terms and conditions govern your use of the AmBank Contact Centre Services made available by AmBank (M) Berhad (hereinafter referred to as "the Bank").

1. **Upon your acceptance of AmBank Contact Centre terms and conditions, you will self create a 6-digit Telephone Personal Identification Number (hereinafter referred to as "the T-PIN") via our Interactive Voice Response (IVR) system** which is the automated phone banking service with pre-recorded voice messages and prompts that allows customers to perform various tasks with simple touch-tone commands to enable you to use the Services.
2. You agree that the Services shall be made available to you upon the Bank verifying the T-PIN and/or other details (hereinafter referred to as "Security Details") provided by you as being correct. Upon verification of your Security Details, any oral instructions issued by you shall be deemed authentic.
3. **You are responsible for maintaining the secrecy of your T-PIN. The Bank will not be able to secure your information if you reveal your T-PIN to anyone. The Bank's personnel are not authorised to ask you for your T-PIN.**
4. **This Service is only available for individual or joint account holders of the Bank above the age of 18 years who hold an existing account(s) that can be operated with one or more than one signatory.**
5. The Bank may at its absolute discretion (but is not obliged to) record your conversations with the Bank. In the event of any disputes between you and the Bank, you agree to the use of such recordings and transcripts including its use as evidence by the Bank in any legal proceedings. The Bank is not required or obliged to store copies of such recordings or transcripts.
6. You hereby agree that the Bank's records shall be conclusive evidence of your dealings with the Bank in connection with the AmBank Contact Centre Services. You hereby agree not to object to the admission of the Bank's records as evidence in any legal proceedings on the basis that such records are not originals, are not in writing or are documents produced by a computer.
7. The Bank does not warrant that the Services will be available or uninterrupted during the times specified however, in the event of any technical failures, the Bank shall endeavour to restore the Services as soon as reasonably practicable. The Bank may at any time, at its sole discretion, with or without notice to you suspend or terminate the service for any reasons whatsoever.
8. The Bank is under no obligation to honour your payment instructions unless there are sufficient funds in your account. **You are responsible for ensuring there are sufficient funds in your account and you undertake to indemnify the Bank for any overdrawn in your account(s).**
9. You acknowledge that the Bank shall be entitled to levy or impose service charges or transaction fees and/or vary such fees from time to time in respect of the Service rendered to you. **You hereby authorise the Bank to debit your account with such fees, commission and charges that are payable by you.**
10. For joint-account holders, all terms and conditions herein (including any amendment or variation hereafter) shall be binding on you jointly and severally.
11. The Bank reserves the right to vary the terms and conditions set out herein at any time at its absolute discretion.
12. **AmBank General Contact Centre Services is a 24-hour personal phone banking service** which is available every day of the year.
13. The operating hours for **AmBank Contact Centre Small Medium Enterprise (SME) and Corporate Client Support** is as follows:
  - a. **Mondays to Thursdays – 8.45am to 5.45pm;**
  - b. **Fridays – 8.45am to 4.45pm;**
  - c. **Saturdays, Sundays and Kuala Lumpur Public Holidays – closed.**

14. The cut-off time for all banking instructions to the Banks' customer service executive (CSE) is 4.30 p.m. on any Working Day. Any banking instructions received by the CSE after that time shall be processed the next Working Day. "Working Day" means a day when the banks are open for business and excludes Saturdays, Sundays and public holidays.

**15. The cut-off time for instructions through the IVR is not later than 12 a.m. on each day and shall recommence operation by 6.00 a. m. the next day.**

16. The Bank shall not be liable for any loss, damage, expense, liability or claim whatsoever and however caused on the part of any person(s), including but not limited to the following:

i. any loss or unauthorised use of your Security Details

ii. any unauthorised use of the Services

iii. any breakdown or malfunction of the Services equipment

iv. any error(s) in transmission of your instruction(s) through the telephone or other modes

v. any delay in delivery or non-delivery of any documents or materials

vi. any delay or refusal to execute your instruction(s)

vii. any direct, indirect or consequential loss (including but not limited to loss of profits or contracts whether foreseeable by the Bank or not) arising out of or related to the utilisation of the Services.

17. You may verbally instruct the Bank, at any time, to terminate your use of the Services, which shall take effect immediately.

18. The Bank may in its absolute discretion forthwith terminate your use of the Services at anytime without assigning any reason thereof. Your obligation to pay all costs, charges, expenses and amounts accrued up to the date of termination shall survive the termination.

19. Any notice and other communication required under these terms and condition or which concern the Services shall be deemed received if sent by ordinary post to your last known address in the Bank's records. The Bank however may give you notice in any other manner as the Bank deems fit.

20. In addition to the above said terms and conditions, the prevailing rules, regulations and terms and conditions of the Bank governing particular products/services shall also apply and be binding on you save that in the case of conflict with these terms and conditions, the latter shall prevail.

21. The Bank may from time to time introduce new, additional or enhanced Services. By utilising such new, additional or enhanced service(s) as and when such service(s) become available, you shall be bound by the terms & conditions and any rules and regulations in force governing each of such service(s) thereon.

22. Any notice and other communication from you to the Bank shall be sent by postal communication or via telephone.

23. This Terms and Conditions shall be governed by and construed in all respects in accordance with the Laws of Malaysia.

Last Updated: 16<sup>th</sup> Oct 2018