

TERMS AND CONDITIONS GOVERNING THE USE OF AMBANK ATM BUSINESS CARD

THESE TERMS AND CONDITIONS APPLY TO YOUR ACCESS AND USE OF THE ATM BUSINESS CARD PROVIDED BY AMBANK (M) BERHAD (8515-D) and AmIslamic Bank Berhad (295576-U) ("the Bank").

THESE TERMS AND CONDITIONS ARE IN ADDITION TO AND SHALL BE READ IN CONJUNCTION WITH AMBANK ONLINE BANKING SERVICE TERMS AND CONDITIONS AND AMBANK MOBILE BANKING SERVICE TERMS AND CONDITIONS

PLEASE READ CAREFULLY THESE TERMS AND CONDITIONS. BY ACCESSING AND/OR USING THE AMBANK ATM BUSINESS CARD YOU ARE DEEMED TO HAVE READ AND AGREED TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS AND ANY AMENDMENTS THERETO MADE FROM TIME TO TIME. BY ACCESSING AND/OR USING THE AMBANK ATM BUSINESS CARD YOU ARE DEEMED TO HAVE READ AND AGREED TO BE BOUND BY TERMS OF USE AND PRIVACY POLICY.

IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE IMMEDIATELY DISCONTINUE YOUR ACCESS AND/OR USE OF THE AMBANK ATM BUSINESS CARD.

DISCLAIMER - NO WARRANTY

Although the Bank endeavors to ensure the accuracy and validity of all information relating to the transactions and the Bank's products and services, please note that the AmBank ATM Business Card is provided on "as is" and "as available" basis, without any warranty of any kind, either express, implied or statutory. The Bank specifically disclaims any warranty of merchantability or fitness for a particular purpose, warranty of title, non-infringement of intellectual property rights or third party rights. You are advised to evaluate and ensure that the quality of the products and/or services accessed or purchased through the AmBank ATM Business Card meets your expectation. The Bank shall not be responsible for any electronic virus(es), worm(s), spywares or malwares which may be transmitted via the AmBank ATM Business Card.

To the fullest extent permitted by law, the Bank does not warrant that the AmBank ATM Business Card will be provided uninterrupted or free from errors or that any identified defect will be corrected and that the information on the AmBank ATM Business Card is accurate, complete, timely or reliable. The Bank expressly disclaims liability for any delays, errors or omissions in the transmission of the Content (as hereinafter defined).

LIMITATION OF LIABILITY

Under no circumstances and under no legal theory, tort, contract, or otherwise, shall the Bank or AmBank Group be liable to you or any person for any direct or indirect, punitive, special, incidental, or consequential damages of any character, including and without any limitation, loss of goodwill, loss of use, loss of data, profits, work stoppage, computer failure or malfunction, or any and all commercial damages or losses that arise by accessing and/or using the AmBank ATM Business Card. Your sole remedy, financial or otherwise, for any damage or claim arising out of any defect with the use of the AmBank ATM Business Card shall be limited to the Bank reprocessing the affected data or transaction at no cost to you.

1. GENERAL

This Terms and Conditions shall be read alongside any additional terms and conditions governing any product or service provided by the Bank. In the event of conflict, this Terms and Conditions shall prevail. Upon registration for the AmBank ATM Business Card you shall be automatically enrolled for the Contact Centre Service as defined hereunder.

You shall be bound by the Contact Centre Service terms and conditions which is reproduced at the end of this Terms and Conditions.

THE CONTENT OF THE TERMS AND CONDITIONS IS SUBJECT TO CHANGE AT THE SOLE AND ABSOLUTE DISCRETION OF THE BANK.

NOTHING IN THE TERMS AND CONDITIONS IS TO BE CONSTRUED AS AN OFFER OR SOLICITATION TO SELL OR BUY SECURITIES OR OTHER FINANCIAL INSTRUMENTS, OR AS ADVICE OR RECOMMENDATION WITH RESPECT TO SUCH SECURITIES OR OTHER FINANCIAL INSTRUMENTS.

2. DEFINITIONS

2.1 The definitions in AmBank ONLINE BANKING SERVICE and AmBank Mobile Banking Service will continue to apply to AmBank ATM Business Card, unless defined otherwise. The following terms and expressions shall have the following meanings unless otherwise defined:

“Authorised User” or “User” means the person or persons for the time being authorised in writing by you to receive and use the ATM Business Card, to operate any or all the Accounts, used of the Services and/or issue any instructions or notices in respect of the Accounts and the ATM Business Card on your behalf and includes any person additionally authorised or substituted by you. The Term “Users” shall mean more than one Users.

“Account” means any one or more accounts includes any new accounts, held with the Bank including but not limited to the savings, current, investment account or such other accounts as may be determined by the Bank from time to time.

“Access Device” means personal computer, or mobile phones and any other such devices that connects you to the Internet.

“Alliances” means participating merchants or Payee Corporations or any other entity whose products, services or information are made available by the Bank.

“AmIslamic Bank” means AmIslamic Bank Berhad (Company no. 295576-U).

“AmBank ATM Business Card” means the Card issued is issued by the Bank to you to operate the Account and to utilise the Services.

“AmBank Contact Centre Service” or “Contact Centre Service” means the place or location designated by the Bank from time to time to handle your enquiries and to provide assistance relating to your Account.

“AmBank Mobile Banking Service” means the secured and controlled total communication and service delivery platform for the delivery of banking services by the Bank on the Mobile Phone and other compatible mobile devices deploying data-enabled mobile phone software and SMS (short Messaging Service)-enabled mobile phone software which shall include the WEB/WAP mobile banking interface.

“AmBank Online Banking Service” means the online banking service(s) made available by the Bank.

“AmBank Group” means collectively all of the following entities:

- (i) AMMB Holdings Berhad (Company No: 223035-V); and
- (ii) all the Related Corporations and Associate Corporations (as defined in Companies Act 1965) of AMMB Holdings Berhad (Company No: 223035-V); and
- (iii) all the Related Corporations and Associate Corporations (as defined in Companies Act 1965) of the Bank whether incorporated inside or outside Malaysia, existing now or in the future and reference to ‘AmBank Group’ in this Agreement shall include all or any entity within the AmBank Group;

“ATM” means an automatic teller machine of the Bank and any other automatic teller machine operated or owned by AmBank Group or other financial institutions or entities which accepts the Card at which you can use the Card with PIN to access for Transactions.

“The Bank” means AmBank (M) Berhad (Company No.8515-D) and AmIslamic Bank Berhad (Company No. 295576-U).

“Banking Services” means the products and services of the Bank made available to you via the AmBank Mobile Banking Service.

“Bill Payment Service” means the services made available by the Bank to you for payment of Bills.

“Bills” shall mean bills issued by the Payee Corporation for the use or purchase of goods or services by you from the Payee Corporation.

“Card” means card or any other electronic or computerised device or token which is issued by the Bank to you to operate the Account and to utilise the Services. Card includes any replacement or renewed card or cards issued.

“Content” shall mean proprietary and non-proprietary information and works of text, hypertext, music, voice, video, multi-media work or art for promotional, educational, informational and/or entertainment purposes made available through the AmBank Mobile Banking Service.

“Electronic Terminal” means the electronic machines or terminals provided by the Bank to enable you to perform the Services includes ATM, Cash Deposit Machines, Cheque Deposit Machines and any other machines or terminals which the Bank may provide or introduce from time to time.

“Internet” means the worldwide network of computer networks that use the TCP/IP network protocols to facilitate data transmission and exchange.

“Instruction(s)” means any communication, operation, transaction, request or instruction to the Bank effected by use of a valid Login ID and Password

“Login ID” means a unique name made up of a string of characters (which may consist, but not limited to numerical or alphabetical characters) chosen by you in order for the AmBank Mobile Banking Service system to associate the Login ID with your profile and Account(s).

“Mobile Phone” means the compatible cellular phone, or such other communication devices which are used to access the AmBank Mobile Banking Service.

“Network Service Provider” means, the 3G/Edge/GPRS/WIFI access to the network service provider's connection to the Internet, the provision of World Wide Web data and the incidental storage of data.

“Online Statement” means the statement setting out the Transactions history accessible by you from the Bank's website.

“Password” means a string of characters, chosen by you and stored in the Bank's computer system in an encrypted form, which must be entered by you in order for the Bank's system to grant you access to the AmBank ATM Business Card.

“Payment Date” means the date selected by you for payment to be made.

“Payee Corporation” means corporations approved by the Bank and AmBank Group from time to time for the Bill Payment Service and displayed on the AmBank Online Banking Service and AmBank ATM Business Card bill payment screen.

“PIN” means the Personal Identification Number provided to you and your Authorised User for use in conjunction with the Card.

“Services” means the services for the use of AmBank ATM Business Card made available to you and includes AmBank Mobile Banking Service, AmBank Online Banking Service, any other current services or additional or new services made available by the Bank.

“Terms and Conditions” means these terms, terms and conditions for the opening and operating the Account, and any amendments and/or variations thereto for access and/or use of the AmBank ATM Business Card, AmBank Online Banking Service and AmBank Mobile Banking Service.

“Transaction Cut-Off Time” means 11p.m. on any Working Day, unless indicated otherwise on the Web Site.

“You”, “your” and “yours” means the person who is a customer of the Bank or AmBank Group, whom has accessed to AmBank Online Banking Service, AmBank Mobile Banking Service and AmBank ATM Business Cards, whether individuals (natural persons), sole proprietorships, partnerships, companies, societies, statutory bodies and their Authorised Users, respective heirs, personal representatives, executors, administrators, receiver, manager, liquidator and successors-in-title unless stated otherwise in these Terms and Conditions or the applicable law.

“Transaction” means utilisation of any of the services available through the use of the Card, transactions debited or credited to the or made using the Card, cash withdrawal, transactions initiated via an ATM or Electronic Terminal that accepts the Card, telephone, or remote (internal or email) through the use of the Card. The Term “Transactions” shall mean more than one Transaction.

“Web Site” means the web site located at URL: <http://www.ambankgroup.com>.

“Working Day” means the day(s) when banks and/ or other financial institutions in Malaysia are open for business which shall exclude Saturdays, Sundays and public holidays.

2.2 References to 'persons' shall include companies, corporations and individuals.

2.3 Words importing the singular shall include the plural and vice versa.

2.4 Any banking term not specifically defined or described herein shall be construed in accordance with the general practice of the banks and financial institutions in Malaysia. Any term relating to computer technology not specifically defined or described herein shall be construed in accordance with the general practice and the trade of computer companies and the information technology industry in Malaysia.

2.5 In the event of any conflict in the interpretation of this Agreement and any translation of the Agreement in any language, the English version shall prevail.

3. ELIGIBILITY FOR THE AMBANK ATM BUSINESS CARD

3.1 The AmBank ATM Business Card will be available to individuals (natural persons), sole proprietorships, partnerships, companies, societies, statutory bodies and such other entities as may be determined by the Bank and their Authorised Users, respective heirs, personal representatives, executors, administrators, receiver, manager, liquidator and successors-in-title unless stated otherwise in these Terms and Conditions or the applicable law.

3.2 The AmBank ATM Business Card is only available to accountholders of the Bank who hold existing account with the Bank subject to the Bank's requirements and procedure (including those as to age, minimum deposit, references, information and supporting documents acceptable to the Bank)

3.3 The Bank reserves the right to reject or accept any application for the AmBank ATM Business Card at its sole and absolute discretion. Where the Bank rejects an application, it shall not be obliged to provide any reasons or explanation for such a rejection.

4. APPLICATION

You should read all terms and conditions, rules and/or regulations attached to each application form for each product and/or service that you wish to apply for.

5. YOUR LOGIN ID AND PASSWORD

5.1 Upon your application of the Card, the Bank will issue you a PIN to use with the Card for withdrawing money or any other Services available through the Bank's ATM and other Electronic Terminal that may be introduced from time to time.

5.2 You are responsible for maintaining the secrecy of the PIN. The Bank will not be able to secure information if you or your Authorised Users reveals the PIN to anyone and in such event; the Bank will not be liable for such unauthorised use of the Card. You undertake to hold the Bank free from all claims and liabilities from all parties arising from such unauthorised use.

5.3 You shall promptly notify the Bank if the PIN Mailer has been tampered with or branched in any way. The Bank shall replace with a new Card and PIN to you.

5.4 For conducting Transactions at e-POS terminals, you shall enter the PIN confidentially into the PIN Pad ATMs displaying the Malaysian Electronic Payment System (1997) Sdn Bhd. ("MEPS") logo and/or Bank's ATM to carry out transactions which shall be conclusively deemed to be a withdrawal of cash from the Bank.

5.5 By using the AmBank ATM Business Card you hereby warrant and undertake that you shall keep your Password and Account information confidential at all times. If your Password has been compromised, misused, is lost or stolen, or if you suspect that someone has transferred or may transfer money from your Account without your permission, or if you suspect any fraudulent activity on your Account, you are required to notify the Bank immediately using the contact information provided below followed by written confirmation. You shall not be liable for transactions entered into after the Bank has received such notice.

5.6 A separate Password shall be used by Authorised User when there is more than one Authorised User to use the AmBank ATM Business Card.

5.7 In the event you or one (1) of the Authorised User loses his or her Password, the Bank shall remain authorised to carry out any of the Instruction(s) issued by the remaining Authorised User(s) through the AmBank ATM Business Card.

5.8 The Bank reserves the rights to suspend and/or revoke the use of your Password at any time subject however to the Bank having given you notice as soon as reasonably practicable. The Bank shall not however be required to provide any reasons for such suspension or revocation.

5.9 The Bank shall not be liable for any loss or damage in the event of any unauthorised use or access to your Password under any circumstances save and except if such loss or damage is directly caused by the Bank's gross negligence or intentional misconduct.

6. AUTHORISED USER

6.1 You shall appoint the User in the form prescribed by the Bank from time to time to possess and assess the AmBank ATM Business Card.

6.2 You confirm that any person appointed by you as User is authorised by you to act on your behalf.

6.3 All the Authorised Users shall act as your agents when using the Card. You shall ensure that each Authorised User is aware of and complies with these terms and conditions.

6.4 You may from time to time, change the Authorised User by written notice to the Bank in the form required by the Bank from time to time.

6.5 You warrant the accuracy of any information supplied to the Bank including any information concerning User.

6.6 You must promptly inform the Bank of any change of User or the variations or amendments to User's information from time to time.

6.7 You assume sole responsibility for the actions of each User. Each User has the authority to act for and on your behalf.

6.8 The Bank may rely on the authority of each Authorised User to send communications or do any other thing until the Bank has received written notice or other notice acceptable to the Bank of any change of User or a person duly authorised by you.

7. OWNERSHIP AND USE OF THE AMBANK ATM BUSINESS CARD

7.1 AmBank ATM Business Card shall at all times remain the property of the Bank and shall be surrendered immediately to the Bank upon demand.

7.2 You shall keep the AmBank ATM Business Card in secure manner and shall not transfer or pledge the AmBank ATM Business Card for any purpose.

7.3 You shall not amend, write, alter, erase or add any information recorded in any way on the AmBank ATM Business Card. You shall at your own cost replace the AmBank ATM Business Card that have been tempered with or defaced.

8. BILL PAYMENT SERVICE

8.1 The Bill Payment Service requires sufficient time for your Payee Corporation to receive your payment and credit your account properly. To avoid incurring charges, you should schedule your payments sufficiently in advance of the due date of your payment.

8.2 The Bill Payment Service shall only be used for the purpose of settling Bills to the Payee Corporation(s). The Bank shall not be liable for any disconnection or disruption in the supply of services or purchase of goods to you or any defect or deficiency in any goods or services from the Payee Corporation. You are advised to contact the Payee Corporation(s) should you experience any such disconnection or disruption or dissatisfy with the goods or services. You shall resolve all complaints, claims and disputes against the Payee Corporation directly and not through the Bank. You agree not to enjoin the Bank in any such claim or dispute or legal proceeding against the Payee Corporation.

8.3 The Bank may at any time, at its sole discretion, vary the list of Payee Corporations or withdraw any Payee Corporation from the list without providing any reason to you and without prior notice to you, the Bank shall not be liable for any loss or damage, which you may suffer as the result of this. In the event the Payee Corporation list is varied, the Bank will inform you accordingly by way of a message broadcast through the AmBank Online Banking Service secure messaging system.

9. INTERBANK GIRO

9.1 By using this AmBank ATM Business Card, you hereby request and authorise the Bank through your Instruction(s) to debit your Account(s) with a specified amount of funds (inclusive of any service charges levied by the Bank for the use of this service) and to transfer such specified amount less the said service charges to either your account(s) or to a third party account maintained with any one of the participating financial institutions as may be determined by the Bank from time to time. The amount specified (inclusive of the service charges levied) must not exceed the limit per day as set out in this Web Site for the Interbank GIRO, which limit shall be determined by the Bank and may be varied from time to time at its absolute discretion.

9.2 Notwithstanding Clause 10.5 herein, the Transaction Cut-Off Time for the Interbank GIRO services shall be 11.00 am on a Working Day. Instruction(s) received after 11.00am on a Working Day or on a Non-Working Day shall be processed on the next Working Day. For the purposes of these services, Non-Working Day is herein defined as Saturdays, Sundays and Federal Territory Public Holidays.

9.3 Although the Bank shall endeavor to process all Instruction(s) received, it accepts no responsibility for doing so and accordingly, the Bank shall not incur any liability through or by its omission to follow any Instruction(s). You hereby acknowledge and agree that the Bank shall not be responsible or liable for any delay, error or failure to effect the funds transfer where the other financial institutions to which the funds transfer is to be made has delayed, rejected, refused or is otherwise unable to accept such funds transfer. In the event this occurs, the Bank shall immediately or as soon as practicable inform you of such fact.

9.4 The Bank hereby reserves the right to make any additions, modifications, deletions or variations to these terms and conditions governing the Interbank GIRO at its sole discretion with notification to you.

10. INSTRUCTIONS

10.1 You hereby agree that any Instruction(s) from you is an authorisation for the Bank to rely and act upon your Instruction(s).

10.2 Instruction(s) will only be accepted by the Bank if it has been effected through the AmBank ATM Business Card using an appropriate Password. However, the Bank shall not be liable for any loss which you and/or any third party may sustain from the Bank's acting on such Instruction(s), whether given by you or deemed to have been given by you whether authorised or not.

10.3 The Bank shall be entitled to act on the instruction received from you and Authorised User. When conflicting or inconsistent instructions are received from you or two (2) or more Authorised User, the Bank shall be entitled to act on the earlier instruction received from any one of these instructions without any liability to or for any failure to act on the other instruction.

10.4 Notwithstanding anything stated herein, Instructions given before the Transaction Cut-Off Time on a Working Day will be processed the same day. All Instructions given after the Transaction Cut-off Time on a Working Day or on a day that is not Working Day, will be processed the next Working Day.

10.5 The Bank reserves the right, without having to assign any reasons, to refuse to act on any Instruction(s) given to the Bank.

10.6 Your Instruction(s) shall be deemed received by the Bank upon issuance of a reference number on the confirmation page. For records of your dealings with the Bank and for subsequent verification, you are advised to print or save (if applicable) in your Mobile Phone a copy of the confirmation page for all transactions affected through the AmBank Mobile Banking Service.

10.7 Any Instruction(s) given by you shall be deemed irrevocable and binding on you upon submission.

10.8 Should you have any reason to believe that an Instruction(s) has not been accurately or completely received by the Bank, you shall inform the Bank by immediately contacting the

Contact Centre through the contact information/ number provided herein, or in any other case no later than twenty-four (24) hours after transmission of the relevant Instruction(s) by yourself.

11. AMBANK ATM BUSINESS CARD TRANSACTION RECORDS

11.1 You agree that the Bank's records shall be conclusive evidence of your dealings with the Bank in connection with the AmBank ATM Business Card.

11.2 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, not accurate, are not made in writing or are computer generated documents.

12. DISCLOSURE OF INFORMATION

Where the Bank needs to transfer any information to other financial institutions or to any of the Bank's Alliances in order to execute your Instructions, you shall authorise the Bank to transmit and store information about you and your Account(s) to provide these third parties with such information. You shall further authorise the Bank to disclose such information to any entity within the AmBank Group to enable the cross selling or servicing of the AmBank Group's products and services to you. However if you are not agreeable to sharing your information for the purposes and/or to the parties stated in these Terms and Conditions, the Bank advises you to cease using the AmBank ATM Business Card immediately. You hereby agree and understand that the Bank, or any third party to whom the Bank has transmitted information about you or your Account(s), may disclose this information if required or authorised by law to do so.

13. FEES AND CHARGES

You acknowledge that the Bank shall be entitled to levy or impose service charges or transaction fees and/or to vary such fees from time to time in respect of the AmBank ATM Business Card rendered to you subject however to the Bank having given you notice of the same. Subject to such prior notice, you hereby authorise the Bank to debit your account with such fees, commissions and charges. You are liable for any mobile charges, online banking charges and any charges made by your Network Service Provider as a result of the use by you of the AmBank ATM Business Card.

14. LIMITS ON TRANSACTIONS AND ACCOUNT INFORMATION

The Bank is entitled to set limits on transaction(s) performed by you through the AmBank ATM Business Card. The limit(s) set by the Bank may be varied from time to time and the Bank shall inform you accordingly of such changes. Notwithstanding the limit(s) set by the Bank, you can choose to set a lower limit for transactions carried out on your Account(s) through the Service, in which case the lower limit set by you shall prevail. You agree to adhere to the limit(s) set by the Bank or by yourself for all transactions. While the Bank takes reasonable steps to ensure that any information pertaining to your Account(s) obtained through the AmBank ATM Business Card is up to date, you hereby acknowledge and agree that such information may not be up to

date as there may be Instruction(s), transactions and/or charges incurred which have yet to be processed by the Bank or are in the midst of being processed and shall consequently hold the Bank not liable for the same.

15. REPORTS AND QUERIES

In case of any reports on errors and/or queries regarding the AmBank ATM Business Card on your Account(s), transactions, payments or electronic payments, you may contact the Bank on the aforesaid matters at the contact information provided below.

16. TERMINATIONS OR SUSPENSION OF AMBANK ATM BUSINESS CARD

16.1 The AmBank ATM Business Card may be terminated or suspended whether in part or whole by the Bank at any time subject however to the Bank having given you notice as soon as reasonably practicable.

16.2 Notwithstanding the aforesaid, the Bank shall have the absolute discretion to suspend or terminate your right of access to the AmBank ATM Business Card immediately upon the closure, termination or your failure to maintain any Account(s) with the Bank or for any other related reason deems fit by the Bank.

16.3 You may terminate your own or the User's use and access to the AmBank ATM Business Card by giving the Bank three (3) Working Days prior written notice. Upon doing so, you agree:

(a) the Bank shall freeze the account maximum for three (3) Working Days ("the Process Period") for internal process from the date of receipt of the notice of termination.

(b) not to thereafter use the AmBank ATM Business Card ,or you shall ensure the User not to use the AmBank ATM Business Card, as the case may be. . You shall fully liable for any transaction done by the terminated Authourised User(s) or yourself during the Process Period

(c) that the Bank shall not be obliged to effect any Instruction(s) received from you or your User, as the case may be, after the date of receipt of your notice of termination.

17. LIABILITIES

17.1 You shall be responsible for and liable for any loss or damage suffered by the Bank as a result of your breach of this Terms and Conditions.

17.2 The Bank will take reasonable steps to ensure that any information pertaining to your Account(s) obtained through this AmBank ATM Business Card is up-to-date, but shall not in any way be deemed to warrant or represent that the information available on or about your Account(s) through the AmBank ATM Business Card will be accurate or up to date.

17.3 You shall be solely responsible for the purchase, installation, maintenance and operation of Access Devices.

17.4 Under no circumstances and under no legal theory, tort, contract, or otherwise shall the Bank and the AmBank Group be liable to you or any person for any direct, indirect, special, incidental, or consequential damages of any character, including and without any limitation, damages for loss of goodwill, loss of use, data, profits, work stoppage, computer failure or malfunction, mobile phone failure or malfunction or any and all commercial damages or losses due to your access and/or usage of the AmBank ATM Business Card where any one of the following circumstances occur:

- where the Bank has reason to doubt the authenticity of the Instruction(s). In such an instance, the Bank is under no obligation to furnish reasons for exercising its discretion not to act on the Instruction(s);
- where the Bank is required by law to prohibit withdrawals from your Account(s);
- where your Account(s) is frozen or closed;
- where you are unable to access or use the AmBank ATM Business Card or any hyperlinked web sites;
- the use or reliance of the Content of the AmBank ATM Business Card (and/or any hyperlinked web sites);
- where you fail to provide necessary and/or accurate information or Instruction(s) for the performance or completion of transactions;
- where there is delay in performance or non-performance of any obligation of the Bank herein due to any cause beyond the control of the Bank including but not limited to technical breakdown, strikes or other industrial action or communications or power failure, a system, server or connection failure, error, omission, interruption, delay in operation or transmission, or intrusion of computer viruses and spamwares, malicious codes, or corruption;
- where the amount of funds in your Account(s) is insufficient for the Instructions to be performed;
- where there is an inability to perform any transactions due to limits set by the Bank or by yourself as provided under Clause 14 above;
- where you fail to follow the current instructions, procedures and directions for using AmBank ATM Business Card wherever provided;
- where there is any loss or damage caused by third parties or any circumstances beyond the Bank's reasonable control;
- where there are errors, alterations or destruction of any Instruction(s), data or information transmitted through the AmBank ATM Business Card;

- where there is a failure or delay caused by the browser software or by any Internet Service Provider or any other software provider(s); and
- where there are any other circumstances beyond the reasonable control of the Bank.

17.5 Regardless of any other provisions stated herein, your sole remedy, financial or otherwise, for any damage or claim arising out of any defect with the use of the AmBank ATM Business Card shall be limited to the Bank reprocessing the affected data or transaction at no cost to you.

18. RIGHT TO SET-OFF

18.1 The Bank may at any time, with notice to you, as soon as reasonably practicable and in the manner the Bank deems fit, set-off from your Account(s) or any other accounts maintained by you with the AmBank Group, to make good any amount(s) where you have incurred as liability to the Bank, whether arising out of the Terms and Conditions set out herein or pursuant to any transaction(s) executed with the Bank or by operation of law.

18.2 The Bank shall not be liable for any damages, losses or expenses suffered by you as a result of the Bank exercising its rights hereunder and you agree to hold the Bank harmless from any claim arising from the Bank exercising its right to set-off.

18.3 The Banks' right under this clause herein shall not be affected by your death, bankruptcy, insolvency or if legal process is levied against you.

19. INTERNATIONAL USE

19.1 The use of the AmBank ATM Business Card outside of Malaysia shall be subjected to the laws and regulations of Malaysia and the country where the transaction is effected or requested including but not limited to the Exchange Control Regulations of Bank Negara Malaysia or any fiscal or exchange control requirements enforced in the country where the transaction is effected or requested.

19.2 The maximum amount of a transaction and the purpose for which it is effected may be determined by Bank Negara Malaysia and/or the laws and regulations of the country in which the transaction is effected or requested.

19.3 You hereby agree that you are using the AmBank ATM Business Card at your own initiative and free-will and are responsible for your compliance with all applicable laws and regulations.

20. ASSIGNMENT, MERGERS AND/OR ACQUISITIONS

20.1 You hereby agree that the Bank shall be entitled to assign the rights and obligations under this Agreement to any member of the AmBank Group.

20.2 You acknowledge and consent that the obligations created by this arrangement shall continue to be valid and binding for all intents and purposes notwithstanding any merger, acquisition,

reconstruction, amalgamation or otherwise which may be made on the Bank whether or not resulting in the change of name in the new entity.

21. COPYRIGHT AND TRADEMARK NOTICES

21.1 All ownership rights, copyright, trademarks and other intellectual property rights attaching to, contained or vested in this AmBank ATM Business Card and all Content, data, information, details, materials, literature, manuals or graphics contained in this AmBank ATM Business Card are properties of the Bank and the AmBank Group unless otherwise indicated. The Bank strictly prohibits any use of any of its aforesaid rights in any manner whatsoever without its express prior written consent.

21.2 Copying, reverse engineering, automated browsing, downloading, commercial exploitation of the Content made available through the AmBank ATM Business Card is prohibited, except when it is explicitly permitted by the Bank in writing.

21.3 All intellectual property rights, design and contents of this AmBank ATM Business Card shall belong to the Bank other than those intellectual property rights of vendors or Alliances who have permitted the Bank usage and reproductions of the Content on this Service.

22. DISCLAIMERS

22.1 Although the Bank endeavors to ensure the accuracy and validity of all information relating to the transactions and the Bank's products and services, you affirm and understand that the AmBank ATM Business Card is provided on "as is" and "as available" basis, without any warranty of any kind, either express, implied or statutory. The Bank specifically disclaims any warranty of merchantability or fitness for a particular purpose, warranty of title, non-infringement of intellectual property rights or third party rights. You are advised to evaluate and ensure that the quality of the products and/or services accessed or purchased through the use of the AmBank ATM Business Card meets your expectation. The Bank shall not be responsible for any electronic virus(es), worm(s), spywares or malwares which may be transmitted via the AmBank ATM Business Card.

22.2 To the fullest extent permitted by law, the Bank does not warrant that this AmBank ATM Business Card will be provided uninterrupted or free from errors or that any identified defect will be corrected and that the information on the AmBank ATM Business Card is accurate, complete, timely or reliable. The Bank expressly disclaims liability for any delays, errors or omissions in the transmission of the Content and to the accuracy, completeness and timeliness of the same.

22.3 You agree that the Bank relies on its Alliances for the information on the Alliances and their products, services and offers and that the Bank expressly disclaims all responsibility and liability in respect of such information, products, services or offers contained in the AmBank ATM Business Card including but not limited to its accuracy, completeness and timeliness.

22.4 It is your responsibility to verify the information and seek independent professional advice before acting on and relying upon the information on this service as a basis for your decision.

22.5 The Bank shall not be liable for any personal injury, death or damages to tangible or intangible property to any person, arising out of or resulting from the use of the AmBank ATM Business Card.

23. INDEMNITY

23.1 You hereby agree to indemnify and keep fully indemnified the Bank and the AmBank Group, its employees, agents, co-branders, Alliances against any action, claim, demand, expenses (including legal fees on a full indemnity basis) suffered or incurred by the Bank and the AmBank Group arising from your access and/or use of the AmBank ATM Business Card save and except for such losses and damages directly caused by the Bank's gross negligence or intentional misconduct including but not limited to:-

- use or misuse of the AmBank ATM Business Card or the Content on this Service and any hyperlinked web sites and the services provided therein;
- your breach or non-observance of the Terms and Conditions herein; and
- infringement of rights of any third party in conjunction with your use or access to this AmBank ATM Business Card.
- the unavailability of the AmBank ATM Business Card due to location, mobile network availability and the proper functioning of the ATM.

24. LINK TO THIRD PARTY WEBSITES

The Bank shall not be responsible for any links to other third parties web sites which are displayed on the Web Site and disclaims any liability for the privacy practices or the content of these linked web sites. The Bank and AmBank Group's privacy policy shall cease once you are transferred to other third parties web sites through any of the links displayed on the Web Site. The Bank strongly advises you to read the privacy policies of any other third parties web sites before you are transferred to those web sites.

25. PROMOTION AND OFFERS

25.1 Information given through the AmBank ATM Business Card includes exclusive deals and promotions offered by the Alliances. Any correspondence or business dealings with or participation in promotions of or any payment and delivery of goods or services, and terms, conditions, representations associated with such deals and promotions are strictly between you and the Alliances. The Bank shall not be responsible or liable for any loss or damages incurred as a result of any such association between you and the Alliances.

25.2 In respect of Content offered by Alliances, the Bank does not and shall not:

- assume any responsibility whatsoever for the accuracy or appropriateness of the information contained therein;
 - verify such information or make any representations, warranties or guarantees concerning such information;
 - have control over their contents;
 - impliedly endorse the availability of the goods or services offered by the Alliances;
 - represent and/or endorse the content; and
 - be liable for damages of any kind arising from the use or reliance of the contents in the advertisements, including but not limited to direct, indirect, incidental, punitive, and consequential damages.
- 25.3 The Bank advises you to contact the Alliances directly if you have any queries or complaints regarding the Content provided by them.

26. MODIFICATION OF THE TERMS & CONDITIONS

The Bank reserves the right to amend the Terms and Conditions herein at its sole discretion at any time. The Bank shall provide notice of such changes by any method it deems appropriate which shall include but not limited to broadcasting a message on the AmBank Online Banking Service's welcome page.

27. PRIVACY POLICY

The AmBank Privacy Policy Statement which is made available at www.ambankgroup.com shall apply to this Terms and Conditions.

28. NOTICES

28.1 You consent that all notice(s) and other communication required under this Terms and Conditions or which concerns the AmBank ATM Business Card shall be deemed to have been delivered:

- At the time of delivery, if delivered personally;
- After the third (3) day of posting, if sent by ordinary post;
- Upon receipt of confirmation status that the notice has been successfully delivered, , if sent by facsimile transmission;
- One (1) day after the dispatch of the notice to a courier service provider, if sent by courier;
- Twenty-four (24) hours after sending, if sent by electronic mail to your last known e-mail address as provided to the Bank;

- Twenty-four (24) hours after sending, if sent by secure messages to your AmBank Online Banking account;
- Upon display of the notice in the Bank's premises;
- On the date of publication of the advertisement, published in any local newspaper;
- Two (2) days after the date of posting of the notice contained in the Bank's statement of account;
- Upon the availability of the message or notice on the Web Site;
- When notified to you in any other manner as the Bank deems fit.

28.2 All notices from you to the Bank concerning the AmBank ATM Business Card and/or the Terms and Conditions shall be in writing, signed by you and sent to the Bank at the address provided below or in any such other way or to such other address as the Bank may notify you from time to time.

28.3 Notwithstanding anything to the contrary herein provided or contained, any letter demand statement reminder certificate or any other notice (hereinafter generally referred to as the "said notice(s)") required to be given by the Bank hereunder shall not require to be under the hand of or signed by any officer or any other person hereinbefore referred to where it is stated on any such said notice(s) that the said notice(s) is computer generated and no signature required.

28.4 All references to date and time shall be taken to be references to Malaysian date and time.

29. RESPONSIBILITY AND UNDERTAKINGS

29.1 You shall, at all times, be responsible for obtaining and using the necessary Internet/GPRS/3G browser and/or any other hardware and/or software necessary including any new and recent versions thereof, which is necessary to obtain access to and the AmBank ATM Business Card at your own risk and expense.

29.2 You shall be responsible for the maintenance of any account that you may have with a Network Service Provider for your access to AmBank ATM Business Card and you hereby agree, acknowledge and understand that such access will, to that extent, be subject to the terms and conditions of your Network Service Provider.

29.3 You agree and acknowledge that the Bank shall not be held liable for your inability to access AmBank ATM Business Card or any part thereof, the rejection of your transactions, the incorrect processing of your transactions as a result of your failure to maintain your account with the Network Service Provider or your failure to obtain or use the necessary Internet/GPRS/3G browser and/or other hardware and/or software including but not limited to any failure to upgrade the relevant Internet/GPRS/3G browser and/or software or to use the new and recent versions of the same as may be required by the Bank.

29.4 You agree to observe all security measures in relation to your Account(s) and the access to and use of the AmBank ATM Business Card as specified in this Terms and Conditions and any other rules and regulations, policies or guidelines as may be in force in relation thereto.

29.5 You shall furnish the Bank with complete, accurate and timely data, information and Instructions in relation or in connection with any transactions and performance of any transactions made through the AmBank ATM Business Card.

29.6 You shall not initiate any claims, actions or suits against the Bank, for any unauthorised use of and the AmBank ATM Business Card whether as a result of your Internet Banking / Mobile Banking Password and Internet Banking / Mobile Banking User ID being compromised or otherwise.

29.7 You shall, at all times, observe and abide by the provisions of this Terms and Conditions and any other relevant agreement entered into between the Bank and you and any other rules, regulations, policies and guidelines currently in force.

29.8 You shall not interfere with the access to and use of the AmBank ATM Business Card by other customers and you shall not use AmBank ATM Business Card for any purpose other than conducting authorised transactions pertaining to your Account(s). You shall also not hack, attempt to hack or gain unauthorised access, whether directly or indirectly, into the AmBank ATM Business Card or any other customer's account(s) for any purpose whatsoever.

29.9 You shall observe all reasonable propriety and etiquette in your communications with the Bank and shall not communicate any obscene or defamatory information to or on AmBank through the AmBank ATM Business Card.

29.10 You shall keep yourself informed and updated of the Bank's relevant and applicable policies and practices and other terms applicable to your Account(s), the Banking Services, AmBank Mobile Banking Service and AmBank ATM Business Card Service as provided by the Bank to you.

29.11 You covenants with the Bank are as follows:

(a) at all times to exercise all possible care to ensure the safety of the Card and the confidentiality of the PIN;

(b) to notify the Bank promptly in writing of any change to the particulars of you given to the Bank during card application/registration and to further provide the Bank with any other details as the Bank may request from time to time;

(c) generally to comply with all other conditions for the use of the Card as may from time to time be imposed by the Bank;

(d) not to use the Card for any unlawful activities including but not limited to illegal online banking, betting or gambling;

(e) To ensure that the Transactions to be effected using the Card(s) and monies or funds are neither obtained from any unlawful source nor relate to any unlawful activities as specified under AMLA.

29.12 You must comply with:

- (a) all the terms and conditions for use of the Services;
- (b) any instruction or request (whether in written, oral or electronic form) issued by AmBank to you from time to time in relation to any operational or technical matters or generally in relation to the Services;
- (c) prevailing terms and conditions governing the operation of the Accounts. In the event of any inconsistency between these terms and conditions, and the terms and conditions governing the operations of the Accounts, these terms and conditions shall prevail; and
- (d) all laws and regulations of Malaysia which apply to Customer's use of the Services.

29.13 You must:

- (a) notify your Authorised User of the terms and conditions of this agreement and for use of the Services; and
- (b) ensure that your Authorised User complies with the terms and conditions of this agreement and for use of the Services.

29.14 You warrants and represents that:

- (a) the execution and delivery of this agreement have been properly authorised by all necessary corporate, shareholder, governmental or official and all other authorities, and does not violate any law, regulation or judgment, order or decree of any governmental authority of Malaysia or your memorandum and articles association;
- (b) You have full corporate power and lawful authority to execute and deliver this agreement and to perform or cause to be performed your obligation under this agreement;
- (c) all the information given to the Bank is true and accurate;
- (d) you acknowledge that the Bank is in full reliance of your warranty and representations to enter this agreement.

29.15 You shall be responsible for all Transactions effected by use of the Card and the PIN with or without your knowledge or authority.

29.16 You shall be responsible for all Transactions effected by use of the Card by your Authorised User and it shall be deemed to be duly authorised and used by you.

29.17 You agree that the Bank's records shall be conclusive evidence of any dealings with the Bank.

29.18 You shall not hold the Bank and its servants or agents liable, responsible or accountable in the event of any loss, injury or damage caused by any mechanical defect, malfunction or usage of the Card or ATM.

29.19 Cash and/or cheque deposited by used of the Card shall be verified jointly by two (2) authorised officers of the Bank. The amount so verified shall conclusively be deemed to be the correct amount deposited. Proceeds from cheques accepted for collection will not be available until the cheque are cleared.

29.20 No coins shall be placed in any deposit envelope to be inserted in the Electronic Terminal.

29.21 All money and cheque deposited must be denominated in Ringgit Malaysia;

29.22 Current interbranch transaction service charges shall apply where applicable.

29.23 You shall maintain sufficient funds in the Account to meet withdrawals, transfers and any other fees and charges imposed by the Bank from time to time.

29.24 The Account balance reported on the ATM screen or Electronic Terminal screen or transaction record shall exclude deposits not verified by the Bank and shall not be taken as conclusive of the state of the Account.

29.25 Any transaction slip issued by ATM on making withdrawal shall only represent what the Authorised User purports to have withdrawn and shall not for any purpose whatsoever be taken as a conclusive statement of Account with the Bank.

29.26 The Bank shall not be responsible or liable for any loss, injury or damage howsoever caused if the Card is not honoured for any reason.

30. AmBank ATM Business Card

30.1 Subject to this Terms and Conditions and any other terms and conditions as may be relevant to a particular Banking Service, and subject to you having and maintaining the relevant Account(s) pertaining to any transactions made through AmBank ATM Business Card Service, the Bank offers you with the following Banking Services (as applicable):-

30.1.1 Balance Inquiry

30.1.2 Bill Payment

30.1.3 Payment

30.1.4 3rd Party Transfer

30.1.5 Own Account Transfer

30.1.6 IBG Transfer

30.1.7 Cheque Management

30.1.8 AmBank Mobile Banking Services

30.1.9 AmBank Online Banking Services

30.1.10 Any other new Banking Service(s) as maybe offered by the Bank, the AmBank Group, or its subsidiaries, affiliates or other third parties from time to time. By using these new Banking Service(s) as they become available, you agree to be bound by this Agreement in relation to these new Banking Service(s) in so far as it is applicable.

30.2 Where new Banking Service(s) are introduced pursuant to Clause 30.1.10 above, you agree and acknowledge that by utilising such new Banking Service(s) you shall be bound by the terms and conditions in force governing such new Banking Service(s).

30.3 For the avoidance of doubt and notwithstanding anything contained in this Terms and Conditions, you agree and acknowledge that the Bank reserves the sole right and discretion to limit, cancel or suspend any or all of the Banking Services herein in whole or in part at any time without giving any reason or explanation of the same and without incurring any liability whatsoever to you for doing so. Further thereto, the Bank may also add, withdraw or change the types of transactions that may be available or carried out through these Banking Services.

30.4 You further agree that the Bank shall be entitled at any time, at the Bank's sole discretion and without prior notice, to temporarily suspend the operation of AmBank ATM Business Card for updating, maintenance and upgrading purposes, or any other purpose whatsoever that the Bank deems fit, and in such event, the Bank shall not be liable for any loss, liability or damage which may be incurred as a result.

30.5 You acknowledge and agree that the Bank may, in its sole and absolute discretion, without notice and from time to time add to, vary, alter, suspend or remove any part of or all of AmBank Mobile Banking Service, or any function or feature of the AmBank ATM Business Card, without giving any reason and without incurring any liability.

31. DESTRUCTION OR THEFT OF THE CARD

31.1 You shall notify the Bank immediately by calling 1300 80 8888 (Domestic) or (603) 2178 8888 (International) and confirm in writing if the ATM Business Card is lost, destroyed or stolen.

32. LIABILITY OF CUSTOMERS / LOST OR STOLEN CARD

32.1 You shall take reasonable precautions to prevent loss or theft of the Card. In the event of any loss or theft of the Card or the disclosure of the PIN to any unauthorised person, you shall upon discovery thereof immediately notify the AmBank Contact Centre by telephone (with confirmation in writing within a reasonable period thereafter), to the AmBank Contact Centre in order to mitigate the losses to You. You shall make a police report for the lost/stolen Card / PIN being disclosed to an unauthorized person and a copy of the same shall be extended to the AmBank Contact Centre. The Bank will invalidate the Card and the invalidation will take immediate effect following receipt of notification from You.

32.2 You shall be liable for all Transactions incurred from unauthorised usage of the Card until the required notification has been duly received by the AmBank Contact Centre.

32.3 You shall be and remain liable for all Transactions incurred from the unauthorised usage of the Card if investigations by the Bank and/or the Police reveal that you are directly or indirectly involved in the unauthorized usage of the Card.

32.4 If a Card reported lost is subsequently recovered, you shall immediately return such Card cut in half, to the Bank. The Bank will not issue a replacement Card following the loss or theft of the Card or the disclosure of the PIN to any unauthorised person.

33. CHECKING STATEMENT DETAILS

33.1 Online Statement containing information about the Transactions history can be accessed online via Bank's website by logging into his/her AmOnline account with your user name and password.

Alternatively you may check on the Transaction history via phone at AmBank Contact Centre by calling 1300 80 8888 (Domestic) or (603) 2178 8888 (International).

33.2 The Online Statement will provide Transactions history, fees and charges that took place 48 hours ago and keeps the Transactions history, fees and charges for the last 90 days, and will generally reflect the position of your Account at that time, except for Transactions not yet processed by the Bank.

33.3 You shall examine your Transactions record at least once a month via Bank's website.

33.4 You shall inform Bank of any errors within 14 days from the date Transactions are posted to the Online Statement failing which you shall be deemed to have accepted the entries contained in the Statement as correct and as final and conclusive evidence of the facts contained therein and binding on you and you shall thereafter be precluded from making any claims against the Bank by alleging that the said statement contains any error, discrepancy or inaccuracy.

34. VARIATION OR ADDITION OF TERMS AND CONDITIONS

34.1 The Bank may vary and/or add to any of these Terms and Conditions (including but not limited to quantum of any fees or charges imposed and charged by the Bank) at any time and from time to time by written notice to you and/or advertised in any media and/or published in the website of the Bank through the Internet. Such changes shall be effective on the date specified by the Bank. You are required to check the Bank's website for the most recent updates of terms and conditions from time to time.

35. FORCE MAJEURE

No party shall be liable for any failure, delay or inability to fulfill any obligations provided herein due to the causes which are beyond its control which shall include but not limited to floods, storms, strikes, wars, fires, terrorist activities, Acts of God, acts of the government authority or epidemics ("Force Majeure"). Notwithstanding the aforesaid, the obligations of the parties shall immediately resume upon the Force Majeure cease to exist.

36. GOVERNING LAW AND JURISDICTION

36.1 This Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia.

36.2 By accessing and/or using the AmBank ATM Business Card, you hereby consent to submit to the exclusive jurisdiction of the courts in Malaysia.

37. BANKING AND FINANCIAL INSTITUTIONS ACT 1989 (“BAFIA”) & ANTI-MONEY LAUNDERING AND ANTI TERRORISM FINANCING ACT 2001 (“AMLA”)

37.1 The use of the Card shall be subject to all provisions of BAFIA, AMLA and all regulations and directives made by Bank Negara Malaysia. The Bank may at its own discretions to delay, block or refuse to make a Transaction if the Bank believes on reasonable grounds that making the Transaction may breach any of the laws of Malaysia or any other country and the Bank will incur no liability to you if the Bank does so. You agree to release the Bank from all liability and to indemnify and hold the Bank harmless from any loss or damage that you may suffer as a consequence.

37.2 You acknowledge that the Bank may have to act promptly and on limited information if there is a suspicious of fraud, money laundering or other illegal activity.

Last Updated: 31.3.2010