

**REMINDER: The Accountholders are advised to read and understand this General Terms and Conditions for Accounts and Services provided below. If the Accountholders do not understand any of the terms and conditions provided below, the Accountholders are advised to seek assistance from the Bank's staff or authorised representatives.**

*This General Terms and Conditions for Accounts and Services are applicable to deposit accounts, investment accounts and related services provided by AmBank (M) Berhad [(Company Registration No.: 196901000166 (8515-D)] and AmBank Islamic Berhad [(Company Registration No.: 199401009897 (295576-U))].*

## 1. Definitions

The following words in this General Terms and Conditions shall have the meanings assigned to them, unless the context otherwise requires:

- 1.1. 'Account' means any types of deposit account or investment account opened and maintained by the Accountholder with the Bank.
- 1.2. 'Accountholder' means the Entity under whose name the Account has been opened and maintained with the Bank.
- 1.3. 'Available Balance' means the sums available in the Account based on the Bank's records.
- 1.4. 'AmBank Group' means all the related corporations and associate corporations of (i) the Bank; (ii) the Bank's holding company; and (iii) the Bank's ultimate holding company.
- 1.5. 'Bank' means AmBank (M) Berhad/AmBank Islamic Berhad (whichever is applicable), their respective predecessors-in-title, successors-in-title and assigns.
- 1.6. 'Bank's Website' means the website operated by the Bank, which for the time being is [www.ambankgroup.com](http://www.ambankgroup.com)
- 1.7. 'BNM' means Bank Negara Malaysia and includes its subsidiaries and bureaux established by it.
- 1.8. 'Corporate Account' means an Account which has been opened and operated by a company.
- 1.9. 'E-Channel Services' means the services provided by the Bank through ATM, cash deposit machine, cheque deposit machine, telephone, mobile phone and internet.
- 1.10. 'Effective Date' means the date of implementation of this General Terms and Conditions, which is 5 March 2021.
- 1.11. 'Electronic Banking Services' means the Bank's internet banking facility at <https://ambank.amonline.com.my/web/> and/or <https://www.ambank.com.my/eng/>
- 1.12. 'Entity' means without limitation: natural persons, partnerships, sole-proprietorships, firms, companies, corporations, body corporate, societies, associations, unincorporated associations/body of persons, trusts, organisations, statutory bodies, government entities, state/agency of a state and other legal entities recognised under the laws of Malaysia.
- 1.13. 'Force Majeure Event' means any causes/circumstances/event beyond the control of the Bank, including that of the Bank's service providers and agents, which affects the delivery of the Services to the Accountholder.
- 1.14. 'General Terms and Conditions' means this General Terms and Conditions for Accounts and Services.
- 1.15. 'Joint Account' means an Account opened and operated by two/more natural persons.
- 1.16. 'Joint Accountholder' means the Accountholders in a Joint Account.
- 1.17. 'Mandate' means the terms of operation of the Account as provided to the Bank by the Accountholder.
- 1.18. 'Partnership Account' means an Account which is opened and operated by a partnership.
- 1.19. 'Services' means services provided by the Bank in relation to the Account or based on instructions from Accountholder and includes E-Channel Services.
- 1.20. 'Specific Terms and Conditions' means terms and conditions specifically applicable to a particular Account and/or Service.
- 1.21. 'Terms and Conditions' means collectively, this General Terms and Conditions, Specific Terms and Conditions and E-Channel Terms and Conditions.
- 1.22. 'Trustee' means the parents or the legal guardians of a minor (who is below 18 years of age).

## 2. Interpretation and Construction

- 2.1. Reference to 'law' shall include without limitation: legislations/statutes in Malaysia, state enactments, subsidiary legislations, by-laws, guidelines, rules and regulations issued thereunder.
- 2.2. The headings of each of the terms and conditions herein are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions herein.
- 2.3. Any terms relating to banking and financial services not specifically defined herein shall be construed in accordance with the general business practice and trade of banking and financial industry in Malaysia.
- 2.4. Any conventional banking terms used herein shall, where the context requires, shall be modified to the applicable Islamic Banking term for Accounts maintained with AmBank Islamic Berhad.
- 2.5. Where an act is required to be done within a specified number of days after/from a specified date, the period is inclusive of and begins to run from the date so specified.
- 2.6. The words 'herein' and words of similar import, when used in this General Terms and Conditions, shall where the context requires/allows, refer to this General Terms and Conditions as a whole and not to any particular provisions of the General Terms and Conditions.
- 2.7. Any terms which had been defined in any of the provisions in this General Terms and Conditions shall have the same meaning when used elsewhere in this General Terms and Conditions.
- 2.8. Any words (including words defined herein) denoting the singular number only shall include the plural and vice versa and words importing the masculine gender shall, where appropriate, include the feminine and neuter genders and vice versa.

**3. Opening of Account**

- 3.1. An Account shall be opened with the form made available by the Bank by providing the necessary documents and information required by the Bank and in compliance with the Bank's procedures for opening an Account.
- 3.2. At the request of the Bank, Accountholder shall furnish his specimen signature, execute such documents, perform such acts and furnish such documents (including, without limitation any identity documents to the satisfaction of the Bank) as the Bank may consider expedient in opening of an Account. If the Accountholder fails to do so within the time period stipulated by the Bank, the Bank may in its discretion refuse to open an Account.
- 3.3. Although an Account is opened in a particular branch of the Bank, the Bank may in its discretion transfer the operation and maintenance of the Account to another branch, whether for the rationalization of the branches/otherwise by giving prior notice of at least one-hundred and twenty (120) working days.
- 3.4. The Bank in its discretion may refuse to open an Account for an Entity which is not recognised as a legal entity by law.
- 3.5. The Bank reserves the right to stipulate and vary, from time to time, with prior written notice of seven (7) calendar days to the customers, the minimum amount of initial deposit or initial investment required to open and maintain an Account based on the product type except for Basic Savings Account and Basic Current Account, the minimum amount of initial deposit should be RM20 and RM500 respectively.
- 3.6. A Trustee account shall be opened with a parent or a legal guardian (must be aged eighteen (18) years old and above) by providing the minor's MyKid or MyKad (if twelve (12) years old and above).
- 3.7. A Trustee account shall be converted into a Basic Savings Account/Basic Savings Account-i upon the minor attaining the age of eighteen (18) years old.

**4. Accountholder's Covenants and Representations**

- 4.1. Accountholder shall:
  - 4.1.1. abide by the terms and conditions at all times throughout the duration of the Account is operated with the Bank;
  - 4.1.2. provide the Bank with the relevant information and documents about the source of funds deposited or invested into the Account;
  - 4.1.3. not deposit or invest any sums that is originated from illegal sources and activities;
  - 4.1.4. not use the Account for any illegal activities or fraudulent transactions;
  - 4.1.5. operate and maintain the Account in accordance with the Bank's procedures and all applicable laws;
  - 4.1.6. in respect of depositing cash through the Bank's teller:
    - a. not to leave cash unattended until the Bank's teller has physically accepted the cash;
    - b. count all cash received from the Bank's teller before leaving the counter as the Bank cannot accept responsibility for any shortages once the cash has been dispensed to the Accountholder;
    - c. check all debit/credit transaction advices as against over the counter transactions. In the event the Accountholder fails any of the above, the Bank shall not be held liable.
- 4.2. Accountholder represents that:
  - 4.2.1. he/she has the necessary legal capacity to open and operate the Account;
  - 4.2.2. all information and documents provided to the Bank during the opening and operation of Account are true, accurate, untampered and not forged.
- 4.3. The continued operation of the Account shall depend upon the continuation of the Accountholder's covenants and representations. Accountholder shall indemnify the Bank for any reliance placed by the Bank on Accountholder's covenants and representations save and except where it is due to the Bank's gross negligence, wilful default and fraud.

**5. Mandate**

- 5.1. A Mandate shall be clear, in writing and shall be in terms acceptable and enforceable by the Bank.
- 5.2. Any changes in Mandate shall be notified in writing by the Accountholder to the Bank's branch where the Account is maintained.
- 5.3. A Mandate shall continue to be in force in respect of an Account until it is revoked in writing by the Accountholder. The Bank shall be indemnified for acting on the Mandate given for an Account until the exact time the revocation of the Mandate is notified in writing to the Bank and acknowledged by the Bank save and except where it is due to the Bank's gross negligence, wilful default and fraud.
- 5.4. The Accountholder agrees that in the absence of any specific directions to the contrary, all Accounts subsequently opened by the same Accountholder shall be operated and dealt with in accordance with the Mandate given when the Accountholder's first Account was opened.
- 5.5. The Accountholder shall ensure that his signature on cheques, instructions and communications with the Bank corresponds with the specimen signature given to the Bank or any documents containing the Mandate, failing which the Bank has the discretion to decline acting on the same.
- 5.6. Where an Entity is governed by a specific legislation, the Mandate provided to the Bank shall also be in compliance with the specific legislation applicable to the Entity.

**6. Account Statements**

- 6.1. For Accounts where statements are sent at intervals as specified by the Bank, the Accountholder agrees to examine, verify and scrutinise each and every entry, record and transactions listed in the statement sent by the Bank to ascertain whether there are any errors, discrepancies, irregularities, unauthorised withdrawals/debits, fraudulent transactions/entries made with lack of or absence of Mandate of the Accountholder.
- 6.2. The Accountholder must notify the Bank of errors, discrepancies, irregularities, unauthorised withdrawals/debits, fraudulent transactions/entries made with lack of or absence of Mandate of the Accountholder within fourteen (14) calendar days from the date of receipt of the Account statement failing which, the Accountholder is regarded to have accepted the entries, records and transactions made up to the date of the last entry in the statement as correct and lawful transactions conducted on the Account.
- 6.3. The Bank may cease sending Account statements to the Accountholder if the statements are returned to the Bank undelivered.
- 6.4. Subject to the Terms and Conditions, all Account statements and records of transactions and entries as held by the Bank in its records shall be final, conclusive and binding on the Accountholder.

**7. Instructions and Confirmations**

- 7.1. All instructions to the Bank must have sufficient clarity, shall be in writing and signed by the Accountholder. Any such instructions shall be effective only when the Bank has acknowledged receipt of such instructions.
- 7.2. Acceptance and action by the Bank of any instructions of the Accountholder may be subject to any terms imposed by the Bank.
- 7.3. Where verbal instructions are given by the Accountholder to the Bank, the same shall be confirmed in writing and shall be sent to the Bank within the same day.
- 7.4. Where the Bank has to rely on and make verbal confirmation to the Accountholder via telephone, the Accountholder agrees that the Bank is authorised to effect, rely and act on such telephone confirmation/instruction which the Bank reasonably believes the same originated from the Accountholder.
- 7.5. The Bank has the discretion not to carry out any instructions and freeze the Account where the Bank in its opinion has reason to doubt the authenticity of instructions/payment instrument/consider it appropriate to do so in its discretion.
- 7.6. The Accountholder shall indemnify the Bank against all losses, damages, claims, demands, costs and all other liabilities which the Bank may incur/suffer in consequence of the Bank accepting and acting on Accountholder's instructions in good faith, whether verbal/in writing/through any channels of communication provided by the Bank save and except where the losses or damages are caused by the Bank's gross negligence, wilful default or fraud.
- 7.7. The Bank is not obligated to accept and act upon on any instruction(s) that is/are not in writing pertaining to change in Mandate of the Account/change of authorised signatories of the Account/grant of Power of Attorney to another Entity/payment instructions from the Account/closure of Account.
- 7.8. All instructions by Accountholder shall remain effective for the protection of the Bank in respect of payments made/instructions implemented in good faith notwithstanding the death, bankruptcy, winding-up order/the revocation of any instructions by any means by the Accountholder until written notice with documents evidencing the death, bankruptcy, winding-up order/such revocation is received by the Bank.
- 7.9. The Accountholder's instructions may be effected though:
  - 7.9.1. they conflict with other instructions received under any Mandates given by the Accountholder to the Bank;
  - 7.9.2. such Account which are for the time being having Available Balance in credit, may end up Available Balance in debit in consequence thereof.

**8. Cheques**

- 8.1. In respect of Account where cheques are allowed to be drawn, Accountholder shall:
  - 8.1.1. only make payable the cheque to a payee who shall be an Entity;
  - 8.1.2. write cheques with a non-erasable ink, in Ringgit Malaysia (RM) and only from cheque book provided by the Bank;
  - 8.1.3. use the same style of signature as per the specimen signature provided by him to the Bank;
  - 8.1.4. observe any instructions and conditions printed on the chequebook;
  - 8.1.5. keep the cheque book in his safe custody in a very secure environment, accessible only by the Accountholder;
  - 8.1.6. immediately notify the Bank in writing if any cheques/cheque books is/are missing;
  - 8.1.7. destroying completely any spoilt cheques;
  - 8.1.8. match the cheques drawn from his Account with the statement of Account provided by the Bank and inform the Bank promptly of any discrepancies;
  - 8.1.9. not make any alterations whatsoever on the cheque;
  - 8.1.10. not write cheque in a way that facilitates fraud/tampering of cheques;
  - 8.1.11. not leave any signed/unsigned cheques unattended;
  - 8.1.12. not pre-sign any cheques in blank;
  - 8.1.13. not write cheques from his Account when the Available Balance is not sufficient to pay the amount stated in the cheque, unless the Accountholder has a prior overdraft/cashline facility arrangement on the same with the Bank; and
  - 8.1.14. not issue any post-dated cheques.
- 8.2. Any failure/omission by the Accountholder to perform any/all of the covenants and undertakings stated in Clause 8.1 above shall discharge the Bank from all liabilities, losses, debits, damages, claims, charges, fees and proceedings in respect of the same save and except such losses or damages are caused by the Bank's gross negligence, wilful default or fraud.
- 8.3. The Accountholder is reminded of the following:
  - 8.3.1. The Accountholder shall ascertain from the Bank whether any cheques drawn from the Account/deposited or invested into the Account had been cleared/not;
  - 8.3.2. any instructions to stop payment of cheques must be in writing, in form and content acceptable to the Bank and will be effective only upon receipt and acknowledged by the Bank before the cheque has been honoured by the Bank;
  - 8.3.3. the Bank shall not be liable for any cheques honoured before the receipt of any stop of payment instructions from the Accountholder;
  - 8.3.4. the Bank may in its discretion dishonour a cheque for which the Available Balance is insufficient to meet the cheque payment and no liability shall attach to the Bank in this regard;
  - 8.3.5. the Bank may dishonour and return cheques which in the Bank's opinion bear any forms of alteration/discrepancy, even though the same is counter-signed by the Accountholder;
  - 8.3.6. all cheques remain the property of the Bank, even when an Account could have been closed, whether by the Accountholder/by the Bank. All unused cheques shall be returned to the Bank under those circumstances;
  - 8.3.7. for cheques sent by post for depositing or investing into an Account, the Account and contact number of payee to be credited must be written at the back of the cheque;
  - 8.3.8. cheques and other monetary instruments, deposited or invested into the Account and subsequently dishonoured, will be returned by hand/by post to the Accountholder, at the address available in Bank's records, at the Accountholder's own risk and expense;

- 8.3.9. acceptance of a cheque/other monetary instrument for the credit of an Account shall be at the discretion of the Bank;
- 8.3.10. encashment of a cheque is allowed, provided:
  - a. the pre-printed 'A/C Payee Only' is struck-out and Accountholder shall sign beside the said words;
  - b. the payee of the cheque is in 1 natural person's name and the words 'OR BEARER' shall be struck out;
  - c. the word 'CASH' shall not be written on the cheque.

#### 9. Savings Account/Savings Account-i

- 9.1. The following terms shall be specifically applicable for savings account/savings account-i opened with the Bank:
  - 9.1.1. where passbook is provided for any savings account/savings account-i, the same shall be kept in the safe custody of the Accountholder in a very secure environment, accessible only by the Accountholder, failing which the Bank shall not be liable for the loss of the passbook nor any misuse of the passbook.
  - 9.1.2. deposits can be made with or without the passbook.
  - 9.1.3. the Accountholder shall update the passbook periodically. The balance sum stated in the passbook is not final, binding or conclusive as to the Available Balance in the savings account/savings account-i as deposits may be made or items charged without any entries being made in the passbook.
  - 9.1.4. the correct and conclusive balance in the savings account/savings account-i shall be according to the Bank's records.
  - 9.1.5. replacement of lost/mutilated passbook may be issued provided a letter of indemnity in the format acceptable to the Bank is provided by the Accountholder and such replacement passbook may further subject to payment of a service fee of Ringgit Malaysia Fifteen (RM15).

#### 10. Fixed Deposit Account/Term Deposit

- 10.1. The following terms and conditions shall be applicable for fixed deposit/term deposit opened with the Bank:
  - 10.1.1. the Bank may vary, from time to time, the minimum amount of deposit for placement in fixed deposit account/term deposit;
  - 10.1.2. all fixed deposit/term deposit with auto renewal option will be renewed on maturity for further identical period at the rate of interest/profit prevailing at the time the fixed deposit/term deposit is renewed;
  - 10.1.3. the fixed deposit/term deposit certificate is only a documentary evidence of the fixed deposit/term deposit and shall not be used for negotiation, transfer, charge or pledged as security without the written consent of the Bank.
- 10.2. Withdrawal of fixed deposit/term deposit shall be subjected to the following conditions:
  - 10.2.1. the withdrawal shall be made according to the Mandate provided to the Bank by the Accountholder when the fixed deposit/term deposit was made;
  - 10.2.2. proof identity of the Accountholder shall be presented to the Bank;
  - 10.2.3. the original of the fixed deposit/term deposit certificate shall be presented and returned to the Bank;
  - 10.2.4. partial withdrawal of the fixed deposit/term deposit is allowed subject to the following conditions:-
    - a. the minimum withdrawal amount shall be in multiples of RM 1,000.00 (Ringgit Malaysia One Thousand);
    - b. the remaining balance must not be less than the minimum deposit required for the respective products/tenures, and shall be maintained till the maturity date and the remaining balance amount will continue to earn interest/profit until the maturity date at the original contracted rate;
    - c. no interest/profit shall be paid if the fixed deposit/term deposit is partially withdrawn before the completion of the first three (3) months period;
    - d. subject to fulfilment of (b) above, the interest/profit payable for a fixed deposit/term deposit partially withdrawn before the maturity date will be computed in accordance to the formula below unless provided otherwise in the Specific Terms and Conditions;

##### Formula

Total interest/profit payable to the customer for partial withdrawal =  $(P \times t/365 \times R \times \%IP)$ , where:

P = Partial Redemption Amount (Amount withdrawn)

t = Actual number of days based on completed months

R = Interest/profit rate

IP = Penalty/rebate on interest/profit

- e. the Bank's determination of any amount payable to the Accountholder on partial withdrawal shall be final, conclusive and binding on the Accountholder;
  - f. partial withdrawal is not allowed for Fixed Deposits with tenure more than twelve (12) months, InterestPlus, Am50Plus, AmQuantum Investment Account.
- 10.2.5. if the whole of fixed deposit/term deposit is withdrawn, the Account shall be closed by the Bank;
  - 10.2.6. All Fixed Deposit/Term Deposit placements which are withdrawn before maturity will have **NO** interest/profit payable. For case studies or illustration on the specific fixed Deposit/Term Deposit product, please refer to the specific Product Disclosure Sheet, which can be obtained from the AmBank/AmBank Islamic branch near you.

- 10.2.7. in the event if the original of the fixed deposit/term deposit certificate is lost, Accountholder shall:-
- promptly inform the Bank of the same in writing;
  - pay a prescribed fee to the Bank for a replacement fixed deposit/term deposit certificate;
  - execute letter of indemnity as required by the Bank. For Joint Account, the same shall be executed by all Joint Accountholders.

- 10.3. When the Bank has agreed to allow a fixed deposit/term deposit to be withdrawn by the Accountholder without the submission of the original fixed deposit/term deposit certificate to the Bank, the original fixed deposit/term deposit certificate shall be null and void thereafter and retention of the original fixed deposit/term deposit certificate does not grant any rights to the Accountholder. The records available with the Bank as to the withdrawal of the sums in the fixed deposit/term deposit by the Accountholder shall be final, conclusive and binding on the Accountholder.

#### **11. Payment Instructions**

- 11.1. Any variations/amendments to the payment amount, method of payment and periodicity of payment in relation to standing/periodic payment instructions shall be notified by the Accountholder to the Bank in writing.
- 11.2. The Bank may in its discretion terminate the standing/periodic payment instructions with regard to future payments at any times by notice in writing to the Accountholder. In the event, the Bank is in receipt of a written confirmation from the payee named in the standing/periodic payment instruction that no further payment is required, the Bank may in its discretion terminate the standing/periodic payment instruction without notice to the Accountholder.
- 11.3. The standing/periodic payment instructions will be effected provided there are sufficient funds in the Account and the Bank will not be liable for any missed payments by the Accountholder as a consequence thereof.
- 11.4. The Bank shall not be liable for any failures, delays, errors, omissions, interruptions caused by a Force Majeure Event arising out of payment instructions received by the Bank through whatever channels of communication from the Accountholder.
- 11.5. The Bank may in its discretion conclusively determine the order of priority of payment by it or from Available Balance pursuant to any cheques drawn on the Account/standing instruction/any instructions by the Accountholder.

#### **12. Withdrawals**

- 12.1. Any withdrawals to be made from the Account through the Bank's counter shall be subject to such proof of identity as the Bank may require.
- 12.2. The Bank may, with prior arrangement with the Accountholder and subject to execution of relevant security documentation, allow withdrawal in the Account that may create an overdraft/cashline facility (as applicable)/increase of overdraft/cashline facility beyond any specified overdraft/cashline limits. Accountholder shall be responsible for any resulting advances/facilities thereby created with interest/profit at the prevailing rate as determined by the Bank.
- 12.3. Notwithstanding anything to the contrary herein, the Accountholder shall be liable to the Bank in respect of each such amount withdrawn and shall pay on demand any overdraft/cashline facilities, together with interest/profit (calculated at the prevailing rate) and any service charges/fees imposed by the Bank.

#### **13. Joint Account**

- 13.1. The liabilities and obligations of Joint Accountholders shall be joint and several and notice to one of the Joint Accountholders shall be deemed as notice to the other.
- 13.2. The Bank shall be entitled to deal separately with each Joint Accountholder on any matters related to the Joint Account, including the discharge of any liabilities to any extent, without affecting the liabilities of the other Joint Accountholder.
- 13.3. Notwithstanding any terms of Mandate provided to the Bank by the Joint Accountholders, any of the Joint Accountholders shall be entitled to withdraw/voke his Mandate provided to the Bank.
- 13.4. In the event any Joint Accountholders revoke his Mandate, the Bank shall be entitled to freeze all withdrawals from the Joint Account until receipt of a joint written instruction from all Joint Accountholders to reactivate the Joint Account with a new Mandate.
- 13.5. An instruction by a Joint Accountholder to freeze the Joint Account would be deemed to mean the Mandate given by the Joint Accountholder has been revoked and the Bank shall freeze all withdrawals until receipt of joint written instructions from all Joint Accountholders.
- 13.6. The Joint Accountholders authorise the Bank to collect and accept for the credit of their Joint Account any cheques payable to any one of the Joint Accountholders personally/two/more of them jointly and agree that the Bank need not concern itself as to whether the cheques were drawn with the knowledge of all Joint Accountholders/how such sums credited to the Joint Account are applied/withdrawn so long as such application/withdrawal is in accordance with the Mandate given to the Bank.

#### **14. Partnership Account**

- 14.1. When opening its Account, partnership Accountholder shall provide the Bank with a list of names and specimen signatures of its authorised signatories through a letter/document addressed to the Bank signed by all partners at the material time in the partnership. Similar provisions apply when there is any change in the Partnership Account's authorised signatories/partners. Such letter/document shall be accepted by the Bank as conclusive evidence.
- 14.2. The Mandate first given on a Partnership Account shall remain in force until revoked in writing by all partners at a material time of the partnership, even though there was a change in name of the partnership/any changes among the partners by death, bankruptcy, retirement of a partner/admission of any new partners.
- 14.3. Where no change/revocation of an earlier Mandate is received by the Bank, the Bank shall be entitled to treat the surviving/continuing partners for the time being as having full power to carry on the partnership's business and to deal with the Partnership Account as if there had been no change in the partnership.
- 14.4. Where a partnership Accountholder has authorised in writing a non-authorised signatory to provide instructions and confirmations to the Bank in respect of a Partnership Account, the Bank is authorised by the partnership Accountholder to effect, rely and act on such instructions and confirmations. The Bank shall not be liable for any losses which the partnership Accountholder may incur in consequence of the Bank accepting and acting on such instructions and confirmations.

- 14.5. In the event a Partnership Account has more than one authorised signatories, the Bank shall be entitled to rely and act on confirmation given by any one of the authorised signatories on any instructions/cheques/other monetary instruments issued by the partnership Accountholder. Such confirmation would be binding on the partnership Accountholder.
  - 14.6. The cheque book of the Partnership Account shall be kept in the safe custody by authorised signatory of the partnership Accountholder in a very secure environment, accessible only by the authorised signatory of the partnership Accountholder.
  - 14.7. The Bank shall not be liable for any forgeries of the Partnership Account's cheques/misuse of its Mandate in the event the partnership Accountholder had entrusted the safekeeping of the cheque book to a non-authorised signatory.
  - 14.8. When the Bank in its opinion considers an authorised signatory of a Partnership Account is abusing the terms of Mandate, the Bank may refuse to honour the Mandate until the Bank is provided with reasonable explanation by the other authorised signatories/partners of the Partnership Account. The Bank shall be entitled to freeze the Account in the interim until the resolution of the issue.
  - 14.9. The Bank shall be entitled to freeze a partnership Accountholder's Account, if:
    - 14.9.1. conflicting instructions are given to the Bank by different authorised signatories of the Partnership Account simultaneously;
    - 14.9.2. any evidences of forgery of signature of authorised signatory/partner is notified to the Bank provided further the Bank shall be provided a police report on the same before freezing the Partnership Account and the Bank shall not be liable for all transactions in the Partnership Account prior to the receipt of the police report.
  - 14.10. For purposes of ascertaining the partners in the partnership at any material times, the Bank shall be entitled to rely on the records available at the Companies Commission of Malaysia and the same is conclusive and binding on the partnership Accountholder.
  - 14.11. Except as already provided in the Section 14.0, all obligations imposed on an Accountholder under the Terms and Conditions shall be interpreted to be obligations imposed on all the partners of the partnership Accountholder.
- 15. Corporate Account**
- 15.1. When opening its Account, a corporate Accountholder shall provide the Bank with a list of the names and specimen signatures of its authorised signatories through a certified true copy of its directors' resolution. Similar provisions apply when there is any change in the corporate Account's authorised signatories. The certified true copy of the directors' resolution originating from the corporate Accountholder or its company secretary shall be accepted by the Bank as conclusive evidence.
  - 15.2. Where a corporate Accountholder has authorised in writing a non-authorised signatory to provide instructions and confirmations to the Bank in respect of its Account, the Bank is authorised by the corporate Accountholder to effect, rely and act on such instructions and confirmations and the Bank shall not be liable for any losses which the corporate Accountholder may incur in consequence of the Bank accepting and acting on such instructions and confirmations.
  - 15.3. In the event a Corporate Account has more than one authorised signatories, the Bank shall be entitled to rely and act on confirmation given by any one of the authorised signatories on any instructions/cheques/other monetary instruments issued by the corporate Accountholder. Such confirmation would be binding on the corporate Accountholder.
  - 15.4. The cheque book of the Corporate Account shall be kept in the safe custody by the authorised signatory of corporate Accountholder in a very secure environment, accessible only by the authorised signatory of the corporate Accountholder.
  - 15.5. The Bank shall not be liable for any forgeries of the Corporate Account's cheques/misuse of the Corporate Account's Mandate in the event the corporate Accountholder had entrusted the safekeeping of the cheque book to a non-authorised signatory.
  - 15.6. When the Bank in its opinion considers an authorised signatory of a Corporate Account is abusing the terms of Mandate, the Bank may refuse to honour the Mandate of a Corporate Account until the Bank is provided with reasonable explanation by the other authorised signatories/all directors at the material time of the Corporate Account. The Bank shall be entitled to freeze the Account in the interim until the resolution of the issue.
  - 15.7. The Bank shall be entitled to freeze a corporate Accountholder's Account, if:
    - 15.7.1. conflicting instructions are given to the Bank by different authorised signatories of the Corporate Account simultaneously;
    - 15.7.2. any evidences of forgery of signature of authorised signatory/director is notified to the Bank, provided further the Bank shall be provided a police report on the same before freezing the Corporate Account and the Bank shall not be liable for all transactions in the Corporate Account prior to the receipt of the police report.
  - 15.8. Except as provided in this Section 15.0, all obligations imposed on an Accountholder under the Terms and Conditions shall be interpreted to be obligations imposed on all directors of the Corporate Account.
  - 15.9. For purposes of ascertaining the directors of a Corporate Account at any material times, the Bank shall be entitled to rely on the records available at the Companies Commission of Malaysia and the same is conclusive and binding on the corporate Accountholder. Provided further, where such records at Companies Commission of Malaysia are not updated, the Bank shall be entitled to rely on any certification provided to it by the company secretary of the Corporate Account.
  - 15.10. Where a Corporate Account is also governed by any other specific legislations besides the Companies Act 2016, the Mandate provided to the Bank shall also be in compliance with that specific legislation applicable to the corporate Accountholder.
  - 15.11. Save and except as already provided in this General Terms and Conditions, provisions under this Section 15.0 shall also be applicable (with appropriate modification) to Accountholders which are Entities established under any specific legislations and the Mandate for such Entities shall be in compliance to the specific legislation applicable to such Entities.
- 16. Dormant Accounts**
- 16.1. The Bank may classify an Account with no transactions for more than a year as 'Dormant Account'.
  - 16.2. To activate a Dormant Account, transactions shall be conducted in person by the Accountholder at the Bank's branches.
  - 16.3. Statement of Account will not be sent by the Bank for Dormant Account.
  - 16.4. The Bank shall be entitled to close a Dormant Account with Available Balance which is nil/Ringgit Malaysia Ten (RM10.00) and below.
  - 16.5. Any Available Balance in an inactive Account which has been left unclaimed for a period of seven (7) years shall be forwarded by the Bank to the Registrar of Unclaimed Monies and the Accountholder thereafter shall deal with the Registrar of Unclaimed Monies directly in respect of the Available Balance in his Account.
  - 16.6. The fees and charges in the sum of Ringgit Malaysia Ten (RM10) will be charged on any Dormant Accounts until the Available Balance is sent to the Registrar of Unclaimed Monies by the Bank.

**17. Fees and Charges**

- 17.1. The Bank shall be entitled to impose fees and charges for any Services provided by the Bank to the Accountholder/as agreed/requested by the Accountholder.
- 17.2. The details of the fees and charges imposed/charged by the Bank is available at the Bank's branches or the Bank's Website or for Services specifically requested by the Accountholder, the same may be informed by the Bank's staff prior to the delivery of the Services.
- 17.3. The Bank shall be entitled to revise/amend/vary/increase the fees and charges published/advertised through:
  - 17.3.1. display of the revised fees and charges in the Bank's branches;
  - 17.3.2. display of the revised fees and charges in the Bank's Website.
- 17.4. The Accountholder agrees that the Bank may provide notice of the revision/amendment/variation/increase in fees and charges through any one/more of the following means:
  - 17.4.1. notice in the notice board/any conspicuous section of the Bank's branches;
  - 17.4.2. notice in the display screen of the Bank's electronic terminals;
  - 17.4.3. notice in the Bank's Website;
  - 17.4.4. notice in the periodic statement of Account;
  - 17.4.5. notice in writing in the Bank's preferred format to the Accountholder's address as per the Bank's records;
- 17.5. Such revised/amended/varied/increased fees and charges shall become effective on such date as the Bank notifies the Accountholder (pursuant to Clause 17.4) at least twenty-one (21) calendar days before the effective date of implementation of the revised fees and charges.
- 17.6. If any Services provided by the Bank to the Accountholder are subject to any government-imposed taxes, then the government imposed taxes shall be borne by the Accountholder, and paid by the Accountholder in addition to the fees and charges imposed/charged by the Bank.

**18. Demise of Accountholder**

- 18.1. In the event of demise of an Accountholder, then the Available Balance shall be frozen by the Bank. The Bank shall make payment of the Available Balance to the executor/administrator of the deceased Accountholder and such payment shall constitute the complete discharge of the Bank's liability under the Account.
- 18.2. All instructions, cheques and other monetary instruments shall be honoured by the Bank until the Bank receives notice in writing of the demise of the Accountholder/until the Bank becomes aware of the same.
- 18.3. Despite the provisions in this General Terms and Conditions, in respect of a deceased's Account (excluding a Joint Account) and subject to its internal procedures, the Bank in its discretion may pay the Available Balance to the next of kin of the deceased Accountholder provided the next of kin:
  - 18.3.1. provides the original death certificate and documents evidencing kinship for sighting by the Bank;
  - 18.3.2. provides certified true copies of death certificate and documents evidencing kinship (for Bank's retention);
  - 18.3.3. provides such other documentary evidence as required by the Bank; and
  - 18.3.4. executes a letter of indemnity in the format acceptable to the Bank.
- 18.4. The Accountholder agrees that such payment by the Bank to the next of kin shall constitute the complete discharge of the Bank's liability under his Account and the same shall be binding on the heirs, legal/personal representatives, assigns, successors in title and the deceased estate of the Accountholder.

**19. Demise of Joint Accountholder**

- 19.1. The following shall apply in the event a Joint Account is operated by all Joint Accountholders (i.e **ALL** are required to sign):-
  - 19.1.1. in the event of demise of any of the Joint Accountholders:-
    - a. Available Balance in the Joint Account shall be frozen by the Bank until receipt by the Bank of a letter of administration/grant of probate/court order/land administrator's order/letter of instruction from Amanah Raya Berhad in respect of the deceased Joint Accountholder;
    - b. Available Balance in the Joint Account shall be paid by the Bank in the name of the surviving Joint Accountholder and the estate/executor/administrator of the deceased Joint Accountholder;
    - c. such payment shall constitute the complete discharge of the Bank's liability under the Joint Account.
  - 19.1.2. in the event of demise of all Joint Accountholders:
    - a. Available Balance in the Joint Account shall be frozen by the Bank until receipt by the Bank of a letter of administration/grant of probate/court order/land administrator's order/letter of instruction from Amanah Raya Berhad in respect of all the deceased Joint Accountholders;
    - b. Available Balance in the Joint Account shall be paid by the Bank in the name of the estate/executor/administrator of all the deceased Joint Accountholders;
    - c. such payment shall constitute the complete discharge of the Bank's liability under the Joint Account.
- 19.2. The following shall apply in the event a Joint Account is not operated by all Joint Accountholders (i.e **NOT ALL** are required to sign):-
  - 19.2.1. in the event of demise of any of the Joint Accountholders without affecting the operating mandate for the Joint Account:-
    - a. Available Balance in the Joint Account shall be paid by the Bank to the surviving Joint Accountholders;
    - b. such payment shall constitute the complete discharge of the Bank's liability under the Joint Account.
  - 19.2.2. in the event of demise of any of the Joint Accountholders affecting the operating mandate for the Joint Account:-
    - a. Available Balance in the Joint Account shall be frozen by the Bank until receipt by the Bank of a letter of administration/grant of probate/court order/land administrator's order/letter of instruction from Amanah Raya Berhad in respect of the deceased Joint Accountholder;
    - b. Available Balance in the Joint Account shall be paid by the Bank in the name of the surviving Joint Accountholder and the estate/executor/administrator of the deceased Joint Accountholder;
    - c. such payment shall constitute the complete discharge of the Bank's liability under the Joint Account.
  - 19.2.3. in the event of demise of all Joint Accountholders:-
    - a. Available Balance in the Joint Account shall be frozen by the Bank until receipt by the Bank of a letter of

- administration/grant of probate/court order/land administrator's order/letter of instruction from Amanah Raya Berhad in respect of all the deceased Joint Accountholders;
- b. Available Balance in the Joint Account shall be paid by the Bank in the name of the estate/executor/administrator of all the deceased Joint Accountholders;
  - c. such payment shall constitute the complete discharge of the Bank's liability under the Joint Account.

**20. Bank's Right of Debit**

- 20.1. The Accountholder authorises the Bank to debit his Account with the relevant amount, to the Accountholder, in the event of the following:
  - 20.1.1. when service fees, costs, tariffs and penalty charges (for breach of any terms) for the Account;
  - 20.1.2. when fees and costs are imposed by the Bank for any Services requested from the Bank/agreed by the Accountholder;
  - 20.1.3. when taxes (including withholding tax, if applicable), stamp duty, levies and government charges are imposed for any product/service requested by the Accountholder from the Bank;
  - 20.1.4. when facility fees, tariffs, interests/profit (as applicable) and compensation/late payment charges/penalty charges (as applicable) are imposed for breach of any terms and conditions of any facilities granted by the Bank to the Accountholder;
  - 20.1.5. when cheques and other monetary instruments were credited into the Account but subsequently returned unpaid/which cannot be presented/cannot be cleared due to loss, destruction/misplacing of the cheques and other monetary instruments in the process of being presented;
  - 20.1.6. when monies were erroneously credited into the Account by mistake by the Bank/any third parties/as a result of a Force Majeure Event;
  - 20.1.7. when any sum that has been credited into the Account as a result of any forged/tampered instruments/instructions/fraudulent transactions, with/without the involvement of the Accountholder;
  - 20.1.8. when the Bank is required to seize monies in the Account under any applicable laws/under any court orders/as required by BNM/the authorities;
  - 20.1.9. legal fees, disbursements and expenses (on a solicitor-client and full indemnity basis) incurred by the Bank for:
    - a. recovery of indebtedness under any facilities granted by the Bank to the Accountholder;
    - b. garnishee proceedings initiated against the Bank in respect of the Accountholder as the judgement debtor;
    - c. interpleader proceedings filed by the Bank for any disputes related to the Account;
    - d. injunction proceedings taken in respect of the Account, whether/not the Bank is named as a party;
    - e. any legal proceedings against the Bank filed by Accountholder/by any third parties in respect of the Account, provided the Bank is successful in its defence of the said legal proceedings.

**21. Bank's Right to Freeze the Account**

- 21.1. The Accountholder agrees with the Bank that the Bank shall be entitled to freeze any withdrawals and/or deposits or investment into/from his Account, to the Accountholder, in the event of the following:
  - 21.1.1. when there are conflicting instructions given simultaneously to the Bank by different Joint Accountholders;
  - 21.1.2. when any of the Joint Accountholders instruct the Bank to freeze/withdraw/revoke his Mandate in a Joint Account, provided such instructions shall be provided in writing to the Bank's branch where the Joint Account is maintained;
  - 21.1.3. when in the opinion of the Bank, that the terms of Mandate of an Account is being abused;
  - 21.1.4. when an authorised signatory of a Partnership/Corporate Account instructs the Bank to freeze the Account, provided further the Partnership/Corporate Account can be unfrozen by the Bank upon receipt of joint instructions from all partners of the partnership/directors of the corporation at the material time;
  - 21.1.5. when the Bank is in its opinion that the information/documents provided to the Bank for opening the Account later had been found to be false/incorrect/tampered/a misrepresentation of identity;
  - 21.1.6. when any cheques/monetary instruments/sums that has been credited into the Account are as a result of any forged/tampered instruments/instructions/fraudulent transactions, with/without the involvement of the Accountholder;
  - 21.1.7. when complaints had been made by third parties with police/the Bank that the Account has been used for conducting any fraudulent transactions/deposits/scams/soliciting illegal deposits, provided further the Bank's discretion on freezing the Account shall be in its discretion based on its own internal investigation or information made available to it by the police/authorities;
  - 21.1.8. when death, bankruptcy/winding-up order of the Accountholder occurs, provided the Bank has been notified of the same by any parties/becomes aware of the same through any means;
  - 21.1.9. when a garnishee proceeding is served on the Bank in respect of the Accountholder as a judgement debtor;
  - 21.1.10. when the Bank exercises its right of set-off under this General Terms and Conditions;
  - 21.1.11. when the Bank is required to freeze the Account by BNM/the authorities under any applicable laws. Provided further that, after freezing of the Account, the Bank in its discretion as it deems fit, may transfer the amount frozen/Available Balance to a non-interest/income bearing account until the resolution of the relevant issues connected with the Account/as instructed by the court/authorities.

**22. Bank's Right of Set-Off**

- 22.1. The Accountholder agrees the Bank shall be entitled to freeze the Available Balance (or any part thereof) equivalent to any Accountholder's indebtedness (whether actual, contingent, present or future) due to the Bank and/or AmBank Group solely or jointly with any other Entities plus any accruing interest/profit or other charges ("Indebtedness") and provide a notice of seven (7) calendar days to the Accountholder to settle the Indebtedness.
- 22.2. In the event the Accountholder fails to make good the Indebtedness within the said seven (7) calendar days period, the Bank shall be entitled to set off such part of the Available Balance with the total sum of the Indebtedness (even if it involves uplifting any fixed deposits/term deposits or investment before maturity).

- 22.3. For the avoidance of doubt, the Bank's right of set-off herein can be exercised by the Bank:
- 22.3.1. even on a Joint Account, even though the Indebtedness is due from any one of the Joint Accountholders to the Bank and/or AmBank Group;
  - 22.3.2. where the Available Balance in an Account which is credit with another Account of the Accountholder which is in debit balance with sums due to the Bank; and
  - 22.3.3. even in the event of Accountholder's demise, bankruptcy/insolvency, composition with its creditors or any legal proceedings against the Accountholder.

**23. Closure of Account**

- 23.1. An Account can only be closed by an Accountholder appearing in person at the Bank's branch and confirming in writing his instructions to close the Account. Such instructions shall be valid only upon the same being acknowledged by the Bank.
- 23.2. A Joint Account can be closed in accordance with the terms of the Mandate given to the Bank by the Joint Accountholders.
- 23.3. The Accountholder agrees that the Bank shall be entitled to close an Account that:
- 23.3.1. has any dishonoured cheques drawn from his Account;
  - 23.3.2. has been unsatisfactorily conducted, in the sole opinion of the Bank;
  - 23.3.3. has Available Balance which is nil/RM10 and below;
  - 23.3.4. has Available Balance in debit due to debiting of fees and charges imposed by the Bank;
  - 23.3.5. has been dormant for a period of one year/more;
  - 23.3.6. has been used to conduct fraudulent transactions/to deposit or to invest any proceeds of crime, in the opinion of the Bank/based on credible information provided to the Bank by any parties;
  - 23.3.7. whereby the Accountholder had notified in writing to the Bank that he is not agreeable to this General Terms and Conditions.
  - 23.3.8. has been directed to be closed by BNM/the authorities under any applicable laws.
- 23.4. The Accounts of the following Entities shall be closed and a new Account shall be opened, in the event the following occurs:
- 23.4.1. in respect of a Sole Proprietorship Account - when the sole-proprietorship is sold to another individual or when the sole proprietorship becomes a partnership with admission/addition of partners;
  - 23.4.2. in respect of a Partnership Account – when the partnership becomes a sole proprietorship with the retirement/resignation/death/bankruptcy of a partner.
- 23.5. Notwithstanding anything contained herein, the Bank reserves the right to close any Accounts at its discretion, by giving five (5) calendar days written notice in the manner mentioned in Clause 30.4 to the Accountholder.
- 23.6. The Accountholder shall comply with all the Bank's requirements and procedures for the closure of his Account, including paying any service charges imposed by the Bank for closing the Account.

**24. Disclosure of Information**

- 24.1. The Accountholder provides consent to the Bank to disclose, at the Bank's discretion, all or any information and documents relating to the Account, Accountholder and Accountholder's conduct and affairs in respect of the Account to/for:
- 24.1.1. the issuing bank and collecting bank (for purposes of any cheques drawn from/deposited or invested into the Account);
  - 24.1.2. all Joint Accountholders (in respect of a Joint Account);
  - 24.1.3. all authorised signatories and authorised employees (in respect of a Corporate Account);
  - 24.1.4. the next of kin of a deceased Accountholder/the solicitors acting for the next of kin intending to apply for a court order in respect of a deceased Account;
  - 24.1.5. the administrator/executor/beneficiary of a deceased Account who had applied for a court order in respect of the deceased Account and to the Solicitors acting for them;
  - 24.1.6. solicitors acting for any parties who had obtained court order in respect of the Account, whether or not the court order specifically authorises the disclosure of the Account's information and documents;
  - 24.1.7. receivers and managers appointed by any debenture holders of a corporate Accountholder; liquidators, official assignees official receivers of bankrupt/insolvent Accountholder;
  - 24.1.8. BNM/other relevant authorities acting under powers granted under any applicable laws;
  - 24.1.9. an association/organization in which the Bank is a member/associate member/affiliate member;
  - 24.1.10. the Bank's insurers/takaful companies, insurance/takaful consultants, brokers, loss adjusters pursuant to any insurance/takaful policies procured by the Bank or pursuant to any claims to be made by the Bank under such insurance/takaful policy in respect of the Account/the Bank's business;
  - 24.1.11. the purposes of any legal suits/proceedings filed against the Bank by any third parties in relation to an Account;
  - 24.1.12. the purposes of any legal suits/proceedings filed by the Bank against any third parties for the recovery of losses in the Account;
  - 24.1.13. the police/other investigative authorities, for the purposes of their investigation into any crimes (including any money laundering and terrorism financing activities) whether by the Accountholder/otherwise;
  - 24.1.14. the police/other investigative authorities for the purposes of lodging of relevant reports by the Bank and investigation;
  - 24.1.15. thereof, if the Bank is of the view that a crime has been committed/the same may assist the Bank to prevent/recover any losses incurred by the Bank/for prevention of crime;
  - 24.1.16. the statutory bodies, government agencies and departments for the performance of their functions and duties;
  - 24.1.17. the Bank's vendors for the purposes of procurement of any products and services by the Bank (if so required);
  - 24.1.18. any outsourced service providers/service providers appointed by the Bank;
  - 24.1.19. any parties which in the future may express intention to acquire any interests/shareholding in the Bank/pursuant to any proposed arrangements, compositions, mergers, acquisitions/restructurings between the Bank and such parties;
  - 24.1.20. the external auditors, external lawyers, external consultants and external professional advisors of the Bank and AmBank Group, as may be required for the proper performance of their functions, duties and obligations to the Bank and AmBank Group;
  - 24.1.21. any external parties as may be required for any corporate exercises/due diligence activities undertaken by the Bank and/or the AmBank Group;
  - 24.1.22. companies which in future may be a subsidiary, related or associated companies of the Bank;

- 24.1.23. any third parties, as implied or as required under any applicable laws;
- 24.1.24. any Entities which the Bank deems fit taking into consideration public interest, allegations of fraud/forgery/any crimes allegedly committed through the Account/by the Accountholder.
- 24.2. The Accountholder further agrees that in the event any legal proceedings is initiated by the Bank against the Accountholder based on the Terms and Conditions, whether for the recovery of any sums due to the Bank or otherwise, the Accountholder agrees, consents and permits the Bank to disclose the details, information related to the Accountholder and the cause papers related to the said legal proceedings to any credit reporting agencies registered under the Credit Reporting Agencies Act 2010.

**25. Privacy Clause**

- 25.1. The Accountholder is hereby reminded to read and understand the Privacy Notice of AmBank Group (which is available at [www.ambankgroup.com](http://www.ambankgroup.com)) and the clauses herein, as may relate to the processing of his/her personal information. For the avoidance of doubt, the Accountholder agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this General Terms and Conditions.
- 25.2. In the event Accountholder provides personal and/or financial information relating to third parties, including but not limited to information relating to the Accountholder's next-of-kin, dependants, authorised signatories, directors, shareholders, and officers, for the purpose of opening or operating the Account or Services with the Bank or otherwise subscribing to the Bank's products and services, Accountholder:
- 25.2.1. confirms that the Accountholder has obtained their consent or is otherwise entitled to provide the information to the Bank and for the Bank to use it in accordance with the Terms and Conditions and to provide information on the Bank's products, services and/or offers (inclusive of the products, services and offers of the other entities within the AmBank Group) which the Bank and/or AmBank Group believes may be of interest and/or beneficial to them ;
- 25.2.2. agrees to ensure that the personal and financial information of the said third parties is accurate;
- 25.2.3. agrees to update the Bank in writing in the event of any material changes to the said personal and financial information; and
- 25.2.4. agrees to the Bank's right to terminate the Account and/or Services should such consent be withdrawn by any of the said third parties
- 25.3. Where the Accountholder instructs the Bank to effect any sort of cross-border transactions (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by the Bank's agents abroad, overseas regulators and/or authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Bank and/or our agents to enter into any cross-border transactions on the Accountholder's behalf, Accountholder agrees to the above said disclosures on behalf of the Accountholder and others involved in the said cross-border transaction.
- 25.4. Additionally, but always subject to any laws, (including regulations, guidelines and/or obligations) applicable to the Bank (whether in or outside Malaysia), Accountholder agrees that other companies in the AmBank Group, their merchants and strategic partners may contact the Accountholder about products, services and offers, which the Bank and AmBank Group believe may be of interest or beneficial to the Accountholder.
- 25.5. The Bank and AmBank Group may communicate with Accountholder through various channels, including telephone, e-mail, electronic/mobile messaging, facsimile or post, using the contact information Accountholder has provided.
- 25.6. The Accountholder may inform the Bank at any times if Accountholder does not wish to receive marketing communications from the Bank, AmBank Group and/or their merchants and business partners, by contacting the Bank at the various channels given below:
- |        |  |
|--------|--|
| Phone  | : (603) 2178 8888 (Local and Overseas)   |
| E-mail | : <a href="mailto:customercare@ambankgroup.com">customercare@ambankgroup.com</a> |
| Post   | : Privacy, AmBank Contact Centre,<br>P.O. Box No. 1261<br>50784 Kuala Lumpur.    |
- 25.7. The Accountholder's latest written instructions to the Bank will prevail. Accountholder acknowledges that certain communications such as the statements of Account to the Accountholder and AmBank Group's websites may contain standard information regarding other products and services of the Bank and the AmBank Group that cannot be removed without affecting the delivery/operation provision of the Account and/or Services and/or any facilities tied to the Account and/or without additional costs to Accountholder.
- 25.8. The Bank may use a credit reporting agency to help make decisions, for example when the Bank needs to:
- 25.8.1. check details on applications for the Account, Services, financing and financing-related or other facilities tied to the Account;
- 25.8.2. manage and review the Account; and/or
- 25.8.3. recover debts owed by the Accountholder.
- 25.9. The Accountholder will be linked by credit reporting agencies to any other names Accountholder uses or may had used and any joint and several applicants. The Bank may also share information about Accountholder and how Accountholder manages the financing facilities tied to the Account with relevant credit reporting agencies.
- 25.10. Even after the Accountholder has provided the Bank with any information, the Accountholder will have the option to withdraw the consent given earlier. In such instances, the Bank will have the right to not provide or discontinue the provision of the Account, Services, product and/or facilities tied to the Account(s) that is/are linked with such information.
- 25.11. The Bank reserves the right to amend this section from time to time at the Bank's discretion by providing prior notice of twenty-one (21) calendar days to the Accountholder through various channels provided in clause 28 of the Terms and Conditions before effecting such changes.
- 25.12. This clause shall be without prejudice to clause 24 of this General Terms and Conditions on disclosure of information.

**26. Specific Terms and Conditions**

- 26.1. The Bank may introduce further terms and different features for the Accounts or Services from time to time. The specific features, benefits, provisions, terms and conditions ('*Specific Terms and Conditions*') for the same may be made available in relevant terms and conditions, forms, product brochures, promotional materials, media advertisement or the Bank's Website.
- 26.2. The Bank shall also be entitled to offer promotional benefits for any specific type of Accounts or Services from time to time and the Bank may limit such promotional benefits for a specified period of time. The offer of the Bank to provide such promotional benefits does not obligate the Bank to provide further promotions of similar nature at any other period of times.
- 26.3. The Specific Terms and Conditions are in addition and complementary to this General Terms and Conditions. In the event of conflict/inconsistency between this General Terms and Conditions and Specific Terms and Conditions, the Specific Terms and Conditions shall prevail.

**27. E-Channel Services**

- 27.1. The Accountholder may use E-Channel Services for conducting transactions/giving instructions to the Bank on the Account or any other Services as offered by the Bank under its E-Channel Services. The E-Channel Services are subject to further terms and conditions, which are available in the Bank's Website or upon request made to the Bank.
- 27.2. The terms and conditions applicable to the E-Channels Services shall apply to the Accountholder in the event the Accountholder uses any of the E-Channel Services.
- 27.3. The terms and conditions applicable to the E-Channel Services are in addition to this General Terms and Conditions. In the event of conflict/inconsistency between the General Terms and Conditions and terms and conditions applicable for E-Channel Services, the terms and conditions applicable to the E-Channels shall prevail.

**28. Amendments to the Terms and Conditions**

- 28.1. The Bank shall be entitled to amend any/all of provisions of the Terms and Conditions through:
  - 28.1.1. display of the amended Terms and Conditions in the Bank's branches;
  - 28.1.2. uploading the amended Terms and Conditions in the Bank's Website.
- 28.2. The Accountholders agree that the Bank may provide notice of the amendment of the Terms and Conditions through any one/more of the following means:
  - 28.2.1. notice in the notice board/any conspicuous section of the Bank's branches;
  - 28.2.2. notice in the display screen of the Bank's electronic terminals;
  - 28.2.3. notice in the Bank's Website;
  - 28.2.4. notice in the periodic statement of Account;
  - 28.2.5. notice in writing in the Bank's preferred format to the Accountholder's address as per the Bank's records; and
- 28.3. In the event the Accountholder is not agreeable to any amendments to the Terms and Conditions, the Accountholder shall close the Account, notify the Bank in writing of the same and return all related property of the Bank in the Accountholder's possession within twenty one (21) calendar days of the date of Accountholder's notice.
- 28.4. In the event the Accountholder continues to maintain and operate the Account twenty-one (21) calendar days after the notice of any amendments to the Terms and Conditions, the Accountholder shall be deemed to have accepted the amendments to the Terms and Conditions.
- 28.5. The Bank shall have the right to amend/vary/revise any features of an Account/Service/a specific type of Account with prior notice to the Accountholders. Such amended/varied/revised features shall become effective on such date as the Bank may notify the Accountholder at least twenty one (21) calendar days before the date of implementation of the amended/varied/revised features as may be made available in promotional brochures for the Accounts. For the avoidance of doubt, publication of an advertisement for an Account with specific features shall also be deemed to be notice given to the Accountholder of the amended/varied/revised features of an Account.

**29. Previous Terms and Conditions Superseded**

- 29.1. All terms and conditions of Accounts provided during the opening and operation of Accounts with the predecessors in title/name of the respective Banks, including without limitation, Arab-Malaysian Bank Berhad (295576-U), AmBank Berhad (295576-U), Arab-Malaysian Finance Berhad (5493-X), MBf Finance Berhad (8515-D) and AmFinance Berhad (8515-D) is hereby revoked in totality and wholly superseded by this General Terms and Conditions. Upon expiry of twenty one (21) calendar days from the Effective Date, all Accounts opened and operated under the predecessors in title/name of the respective Banks, shall be governed and operated under this General Terms and Conditions.
- 29.2. All terms and conditions provided by the Bank before the Effective Date is also hereby revoked in totality and wholly superseded by this General Terms and Conditions. Upon expiry of twenty one (21) calendar days from the Effective Date, all Accounts opened and operated before the Effective Date with the Bank shall be governed and operated under this General Terms and Conditions.
- 29.3. In the event the Accountholder is not agreeable to this General Terms and Conditions, the Accountholder is hereby reminded to close the Account and notify the Bank in writing of the same and return all related property of the Bank in the Accountholder's possession within twenty one (21) calendar days of the date of Accountholder's notice.
- 29.4. In the event the Accountholder continues to maintain and operate the Account twenty one (21) calendar days after the Effective Date, the Accountholder shall be deemed to have accepted this General Terms and Conditions and the same shall be binding and conclusive against the Accountholder.

**30. Notice**

- 30.1. The Accountholder shall promptly advise the Bank in writing, address to any of the Bank's branches of any changes in the Accountholder's address, telephone, mobile phone and facsimile number, failing which the Bank shall be discharged from all liabilities by sending any notices to the latest address and/or the number found in the Bank's records.
- 30.2. No change in the address of the Accountholder howsoever brought about shall be effective/binding on the Bank unless actual notice of the change of address has been received and acknowledged by the Bank.

- 30.3. Except as provided in the Terms and Conditions, all other notices by the Accountholder to the Bank shall be served on the branch where the Account is maintained.
- 30.4. Except as has been provided in the Terms and Conditions, the Bank may give any other notices as may required to be given to the Accountholder by sending the notices through:
- (i) a letter sent by ordinary post or by personal delivery to the address of the Accountholder available/registered in the Bank's records;
  - (ii) by e-mail to the Accountholder's registered e-mail recorded in the Bank's system;
  - (iii) short-messaging system (SMS) to the Accountholder's registered mobile number recorded in the Bank's system or through the Electronic Banking Services.
- 30.5. The notices shall be deemed to have been served on the Accountholder on the fifth (5<sup>th</sup>) day after posting of the letter or if delivered by hand, on the day it was delivered, if delivered by e-mail, on the date and time the e-mail is sent, if delivered by SMS, on the date and time the SMS is sent, if by Electronic Banking Services, on the date and time the notice is sent.

### 31. Restrictions on Liability

- 31.1. Accountholder agrees to discharge the Bank from all liabilities and the Bank shall not be liable to the Accountholder, whatsoever and howsoever arising, whether directly/indirectly, in the following circumstances:
- 31.1.1. any breaches of/non-adherences of the terms and conditions/any applicable laws by the Accountholder;
  - 31.1.2. negligent acts/omissions of the Accountholder;
  - 31.1.3. the Bank accepting instructions from the Accountholder for which the Bank in good faith believes to have originated from the Accountholder (whether so authorised/not) and acting/failing to act thereon;
  - 31.1.4. any forgeries or fraudulent actions by the servants, employees, agents, officers, authorised signatories, partners or directors (as applicable) of the Accountholder;
  - 31.1.5. when the Bank adheres to the directives in instructions from BNM/other regulatory bodies, authorities, government, court/tribunal/judicial authorities;
  - 31.1.6. any delays in honouring cheque/monetary instrument/debit credit into the Account as a result of any Force Majeure Events;
  - 31.1.7. any losses, damages, fees, costs, claims, charges, proceedings, taxes, duties, imposts and expenses (including legal costs) as a result of any Force Majeure Events.
- 31.2. Subject always to all the terms in the terms and conditions and as permitted by law, the Accountholder agrees that the Bank's liability under the Terms and conditions, whatsoever and howsoever arising, including without limitation, for the Bank's negligence and/or breach of duty, shall be limited to the monies actually lost from the Account provided further negligence and/or breach of duty is proven against the Bank.
- 31.3. Except as permitted in the Terms and conditions and as permitted by the law, the Accountholder agrees that the Bank shall not be liable for any indirect/consequential damages, loss of profits, loss of business revenue, loss of goodwill, loss of reputation, economic loss/failure to realise expected savings by the Accountholder save and except where such loss or damages were directly attributable by the Bank's gross negligence, wilful default or fraud.
- 31.4. Notwithstanding anything herein, the Bank in its discretion may decide to settle/resolve any claims/disputes /proceedings/legal actions between the Bank and the Accountholder at such terms as the Bank may deem fit, without affecting its rights against any third parties under the said claim/dispute. In the event of the same, the Accountholder shall cooperate and assist the Bank by providing relevant information and documents, executing any required documents and affirming affidavits and causing its employees/other persons under its authority to appear as witnesses in any legal actions to be initiated by the Bank against such third parties, failing which, the Bank shall be entitled to the refund of all monies paid to the Accountholder pursuant to any settlement/resolution of the said claim/dispute.

### 32. Indemnity

- 32.1. The Accountholder shall keep the Bank fully indemnified on a full indemnity basis against all losses, damages, fees, costs, claims, charges, proceedings, taxes, duties, imposts and expenses (including legal costs)/otherwise which the Bank may incur and which have arisen either directly/indirectly out of/in connection with the following circumstances:
- 32.1.1. any breaches of/non-adherences of the Terms and conditions/any applicable laws by the Accountholder;
  - 32.1.2. for accepting any stop payment instructions from the Accountholder;
  - 32.1.3. for honouring and dishonoring cheques (where applicable) based on the Accountholder's instructions/on the Bank's own reasonable opinion;
  - 32.1.4. for the Bank's compliance of the Terms and conditions/applicable law/banking industry practice;
  - 32.1.5. negligent acts/omissions of the Accountholder;
  - 32.1.6. the Bank accepting instructions from the Accountholder for which the Bank in good faith believes to have emanated from the Accountholder (whether so authorised/not) and acting/failing to act thereon;
  - 32.1.7. enforcement by the Bank of its rights under the Terms and conditions
- save and except where such losses or damages are caused by the Bank's gross negligence, wilful default or fraud.
- 32.2. This indemnity shall continue notwithstanding any revocations of any Mandates/instructions/closures of Account/termination of Services.

### 33. Dispute Resolution

- 33.1. All complaints from the Accountholder in respect of the Account or Services shall be addressed to P.O. BOX 1261, 50784 Kuala Lumpur, Tel. No.:03-21788888, Fax No: 03-21713171, Email Address:[customercare@ambankgroup.com](mailto:customercare@ambankgroup.com).
- 33.2. The terms and conditions shall be governed by and interpreted in accordance with the laws of Malaysia for the time being in force and the Accountholder agrees to unconditionally submit to the exclusive jurisdiction of the courts in the Federal Territory of Kuala Lumpur, Malaysia for determining all and any disputes related to the terms and conditions. Accountholder hereby waives any rights to object in respect of any actions brought in the courts in the Federal Territory of Kuala Lumpur, Malaysia, to claim that the action has been brought in an inconvenient forum/to claim that those courts do not have jurisdiction to hear the dispute related to the terms and conditions.

- 33.3. All originating cause papers for any legal proceedings initiated by the Accountholder against the Bank under the terms and conditions shall be served by personal delivery or A.R registered post to the registered address of the Bank, which for the time being is 22<sup>nd</sup> Floor, Bangunan AmBank Group, No 55, Jalan Raja Chulan, 50200 Kuala Lumpur. Accountholder agrees not to serve such originating cause papers to the Bank's branch where the Account is maintained. Such service shall not be deemed to be valid service on the Bank.
- 33.4. All originating cause papers for any legal proceedings initiated by the Bank against the Accountholder under the Terms and conditions shall be served by personal delivery or registered post to his address available in the Bank's records.

**34. Miscellaneous Terms**

- 34.1. Apart from loss of cheque/cheque book/passbook (as applicable), the Accountholder shall also be obligated to inform the Bank promptly of any losses of his identity document so that the Bank may undertake fraud prevention measures on his Account.
- 34.2. Time, wherever mentioned in the terms and conditions, shall be of essence of the terms and conditions.
- 34.3. Any terms, conditions, stipulations, provisions, covenants, or undertakings contained in the terms and conditions which are held to be illegal, prohibited or unenforceable by any tribunals/courts of competent jurisdiction shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability, without invalidating the remaining provisions hereof.
- 34.4. No failure or delay by the Bank in exercising any rights, entitlements, authorities or powers granted to the Bank herein shall operate as a waiver thereof.
- 34.5. The terms and conditions shall be binding upon Accountholder's heirs, legal/personal representatives, assigns, successors in title and his estate (as applicable).
- 34.6. The Accountholder shall at its own expense, promptly and duly execute and deliver to the Bank such documents, assurances, and take such further action as the Bank may from time to time request in order to more effectively perform the Services to the Accountholder, the intent and purpose of the terms and conditions and to establish and protect the interests of the Bank and the Accountholder. Failure of the Accountholder to perform his obligations as required shall discharge the Bank from all liabilities.
- 34.7. Wherein a customer of the Bank not having an Account requests the Bank to provide the Services, the term and conditions shall apply to such customer and accordingly, any obligations, undertakings and covenants imposed on an Accountholder in the terms and conditions shall be applicable to such customer.
- 34.8. The Accountholder hereby confirms and acknowledges that:
- 34.8.1. he has been reminded and advised to seek independent legal advice on the effects and consequences of this General Terms and conditions on the Accountholder;
  - 34.8.2. he had not relied upon any representations, statements or advices from the Bank's employees/officers/agents;
  - 34.8.3. the Bank had agreed to provide the Account and the Services in full reliance upon such confirmation;
  - 34.8.4. such confirmation shall continue to have full force and effect after the opening of the Account.