

AFFIN BANK OVERDRAFT FACILITY WITH AFFIN AVANCE CREDIT CARD TERMS AND CONDITIONS**1. DOCUMENTATION**

- 1.1 Definition of Customer refers to the applicant named in the Application Form upon approval of the Overdraft Facility ("Facility") with AFFIN AVANCE Credit Card by Affin Bank Berhad ("the Bank").
- 1.2 The Customer named in the Application Form agrees with the Bank that this Terms and Conditions ("T&C") shall be read together with the Application Form executed by the Customer and AFFIN BANK Credit Card General Terms and Conditions and shall bind the Customer whose application for the Facility with AFFIN AVANCE Credit Cards has been approved by the Bank.
- 1.3 This T&C and all other documents relating to the Facility shall form a binding agreement of this Facility.
- 1.4 These T&C will take effect from the date this Facility is approved.

2. OVERDRAFT FACILITY

- 2.1 The purpose of the Facility is for personal consumption.
- 2.2 Upon approval of the Facility, the Bank shall deliver to the Customer an Approval Notice or SMS and/or email stating the Facility amount approved, Interest Rate, fees, charges and any other terms and conditions specified therein.
- 2.3 Drawdown of the Facility shall be deemed to be an acceptance of the Facility and the Terms and Conditions herein are applicable.
- 2.4 A commitment fee of 1% per annum shall be imposed on the daily unutilized portion of the Facility and is to be serviced monthly if the approved Facility limit exceeds RM250,000.00.
- 2.5 The Facility is payable on demand and the liabilities therein under shall remain until full and final settlement. Notwithstanding that the Facility is payable on demand, the interest shall be serviced monthly.
- 2.6 The Facility must be operated within the approved limit. If any excess over limit on the approved Facility is approved, interest rate of 7.00% per annum (p.a.) above the Standardised Base Rate (SBR) shall be charged on daily rest basis on the excess amount until the excess is repaid in full.
- 2.7 The Facility shall remain active as long as AFFIN AVANCE Credit Cards is active with the Bank and/or subject to conditions stated under clause 11.

3. PRESCRIBED RATE

- 3.1 Interest rate for this Facility is effective from the drawdown of the Facility until full and final settlement of the account.
- 3.2 The Standardised Base Rate (SBR) is subject to change. If there is a change to the current SBR, the Bank shall provide at least seven (7) calendar days prior notice on the revised monthly instalment amount before the commencement date of the revised monthly instalment.
- 3.3 The interest rate is calculated on daily outstanding amount and is to be serviced on a monthly basis.
- 3.4 The Prescribed Rate is offered to Customer on the basis that the Facility is utilised within the approved limit.

4. RIGHT TO REVIEW AND TERMINATE THE FACILITY

- 4.1 The Bank reserves the right and is entitled to review the Facility at any time as the Bank considers fit.
- 4.2 The Bank has the right to terminate the Facility with reasonable notice.
- 4.3 The Bank shall provide at least twenty-one (21) calendar days' prior notice to the Customer before making any changes to the T&C.
- 4.4 Notwithstanding any other provision contained in this T&C or in any other document, the Bank will at all times have the right to terminate, cancel, suspend or reduce the limit of all or any part of the Facility and/or to require immediate payment all or any part of the sums actually or contingently owing to it. Reasonable notice will be given by the Bank.
- 4.5 If the Facility is terminated, the Bank reserves the right to set off all and any available balances in Customer account including other current accounts, savings accounts, fixed deposits and other account with the Bank towards the full and final settlement of the outstanding balance in the Facility account.
- 4.6 If the proceeds from the disposal of the security (if any) are insufficient to settle the outstanding balance in the Facility account, the Customer shall pay the differential sum with interest accruing on it.

5. REPAYMENT

- 5.1 The Customer shall service the Facility monthly until full and final settlement of the Facility.
- 5.2 The monthly instalment is subject to the Prescribed Rate and the daily outstanding amount.
- 5.3 If the Prescribed Rate is varied, the Bank reserves the right to vary the instalment amount accordingly with a written advance notice of not less than twenty-one (21) calendar days to the Customer.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 The Customer represents and warrants that:-
 - a) the Customer has the capacity to enter and undertake the obligations as stated in this T&C;
 - b) the Customer is not in default of any agreement (whether in relation to payment, performance or otherwise) to which the Customer is a party or by which the Customer is bound;
 - c) there is no litigation, arbitration or dispute whether actual, pending or threatened against the Customer;
 - d) all financial statements received or to be received by the Bank in respect of the Customer present a true and fair view of the Customer's financial position;
 - e) there is no material adverse change in the Customer's financial condition, and where applicable, the operating environment or management of the Customer's business which will materially affect the Customer's ability to perform the Customer's obligations under this T&C;
 - f) acceptance of this T&C, delivery and performance of all obligations thereunder will constitute valid and enforceable obligations and do not or will not contravene the provisions of any law, regulation, rule, order, writ, injunction or decree of any court, administrative or regulatory body to which the Customer is subject. It will also not contravene any other agreement to which the Customer is a party or undertaking by which the Customer or the Customer's assets are bound;
 - g) the Customer has fully disclosed in writing to the Bank all facts relating to the Customer which the Customer know or should reasonably know, and which are material for disclosure to the Bank relating to the Facility;
 - h) all the information furnished by the Customer in connection with the Facility do not contain any untrue statement or omit to state any fact and all expressions of expectation, intention, belief and opinion and all projections of the Customer were honestly made on reasonable grounds after due and careful enquiry;
 - i) the Customer is subject to civil and commercial law with regard to the Customer's obligations under the Facility and the execution, delivery and performance of the obligations created constitute private and commercial acts rather than governmental or public acts. Whether the Customer nor any of Customer's properties enjoy any immunity on the grounds of sovereignty or otherwise in respect of their obligations arising under the Facility;
 - j) no bankruptcy or winding up or receivership proceedings have been commenced against the Customer.

7. COSTS, EXPENSES AND FEES

- 7.1 Notwithstanding that the Facility may be cancelled or aborted for any reason whatsoever at any time:
 - a) all costs and expenses whatsoever including abortive costs (including other similar duties and taxes and any penalties thereon), printing and all other costs relating to the Facility incurred by the Bank in connection with the negotiation, preparation or completion of the Facility or the recovery thereof or the redemption of the Customer's account or in connection with any of the Customer's accounts or assets shall be payable by the Customer on demand, on a full indemnity basis.
 - b) if any money payable under the Facility is required to be recovered through any process of law or such other process, or placed in the hands of solicitors for collection, the Customer shall be liable to pay the Bank's solicitors (on a solicitor and client basis) and any other fees and expenses incurred in respect of such collection.
 - c) the Bank shall have the right to charge the Customer's account with relevant fees and charges as stated in www.affinalways.com

8. RIGHT OF SET OFF, COMBINATION OR CONSOLIDATION OF ACCOUNTS

- 8.1 The Bank shall be entitled (but shall not be obliged) with at least seven (7) calendar days' prior notice to the Customer to combine, consolidate or merge all or any of the Customer's accounts and liabilities with and to the Bank anywhere whether in or outside Malaysia whether singly or jointly with any other person and may transfer or set off any sums in credit in such accounts in or towards satisfaction of any of the Customer's liabilities whether actual or contingent, primary or collateral notwithstanding that the credit balances on such accounts and the liabilities on any other accounts may not be expressed in the same currency and the Bank is authorised to effect any necessary conversions at the Bank's own rate of exchange then prevailing.

9. STATEMENT BY BANK

- 9.1 A statement or notice by any duly authorised officer or agent of the Bank for the time being or computer-generated notices issued by the Bank which do not require signatures issued by the Bank as to the amount of such balance and liabilities incurred or due to the Bank or as to the rate of interest or the amount of interest payable, shall be conclusive evidence for all purposes, save for manifest error.

10. EVENTS OF DEFAULT

- 10.1 Notwithstanding any payment on demand clause in this T&C, the outstanding Facility (including interest thereon and all other monies due) shall also become immediately due and payable which is enforceable and exercisable by the Bank in any of the following events:
- a) if the Customer fails to pay to the Bank (i) on demand any monies on the Facility or (ii) on due date any monies payable or under any agreement or arrangement with the Bank.
 - b) if the Customer breaches or threatens to breach any covenant, undertaking, term, conditions or provisions of this T&C or in any document delivered pursuant to the Facility (other than an obligation of the type referred to in clause 14(1)(a) above) and fails to remedy such breach within twenty one (21) calendar days after notice from the Bank or such other time period stipulated by the Bank.
 - c) if legal proceedings suits or actions of any kind whatsoever (civil or criminal) is instituted against the Customer.
 - d) if the Customer shall commit an act of bankruptcy or if the Customer becomes insane or passes away.
 - e) if the Customer shall enter into composition, moratorium or arrangement with or shall make a general assignment for the benefit of the Customer's creditors.
 - f) if any event occurs or circumstances arise including changes in the Customer's financial condition which in the opinion of the Bank prejudice the Customer's ability to perform the Customer's obligations herein.
 - g) if the Customer fails to operate the Customer's account(s) with the Bank in a satisfactory manner.
 - h) if any representation or warranty made or implied to the Bank is incorrect or misleading in a material particular as of the date on which it was made or deemed to have been made.
 - i) if any other event occurs which in the opinion of the Bank could or might affect or prejudice the Customer's ability or willingness to comply with all or any of the Customer's obligations under this T&C

11. DEBT RECOVERY

- 12.1 Subject to Clause 12.2, the Bank may contact the personal reference as stated in the application form if the Customer is not contactable/reachable should there be any balance shortfall after liquidation for recovery process.
- 12.2 The Customer confirms that by providing personal reference information in the Application Form, their consent has been obtained for the purpose related to or in connection with the Facility under this T&C.
- 12.3 The Bank has the right to terminate the Facility in the event the overdraft limit exceeds for three (3) consecutive months due to non-servicing of interest.

12. CHANGE IN CIRCUMSTANCES

- 12.1 **Illegality:** If the Bank determines that the introduction or variation of any law, regulation or official directive (whether or not having the force of law) or any change in the interpretation or application thereof makes it unlawful for the Bank to maintain, fund or give effect to its obligations hereunder, the Bank shall forthwith give notice not less than twenty-one (21) calendar days of the termination of the Facility to the Customer. The Facility to such extent shall be cancelled and the Customer will forthwith upon notice from the Bank repay all monies payable under the Facility together with any interest thereon and all other monies agreed to be paid by the Customer in this terms and conditions.
- 12.2 **Increased Costs:** Where the Bank determines that, as a result of the introduction or variation of any law, order, regulation or official directive (whether or not having the force of law), or any change in the interpretation or application by any competent authority, or compliance with any request (whether or not having the force of law) from Bank Negara Malaysia or other fiscal, monetary or other authority, which:
- a) imposes on the Bank an obligation to make any payment (except in respect of tax on its overall net income) or forego any interest or other return on, or calculated by reference to, the amount of any sum received or receivable by the Bank from the Customer under the Facility; or
 - b) subjects the Bank to any tax with respect to or changes the basis of taxation in respect of any payment made or to be made to the Bank (except for changes in the rate of tax on the overall net income of the Bank); or
 - c) imposes on the Bank any other condition affecting its granting of the Facility;

which would increase the cost to the Bank of making or maintaining the Facility or reduce the amount of any sum received or receivable by it or reduce the Bank's effective return in respect of the Facility or on the Bank's capital allocated in support of the Facility or oblige it to make any payment on, or calculated by reference to, the amount of any sum received or receivable by it from the Customer under this T&C, then the Bank shall notify the Customer of the circumstances leading to its determination and:

- i. the Customer shall pay to the Bank on demand such amount as the Bank may certify to be necessary upon the Bank's twenty-one (21) calendar days' prior notice for such additional cost or such reduction in returns to the Bank; and
 - ii. at any time, so long as the circumstances giving rise to the obligation to make the compensating payment continue, the Customer may (on giving not less than fourteen (14) calendar days' notice to the Bank of its election so to do) elect to prepay, within a period of fourteen (14) calendar days after the date of the Customer's notice to the Bank all monies payable under the Facility together with any interest thereon and all other monies agreed to be paid by the Customer hereunder; and
 - iii. upon receipt by the Bank of notice of such election the outstanding obligations of the Bank in any future utilisation of the Facility shall terminate and the Facility shall be cancelled to such extent.
- 12.3 All agreement(s), obligation(s) given or undertaken by the Customer shall continue to be valid and binding notwithstanding the Customer death, bankruptcy or mental incapacity, or any change in its constitution.

13. GOVERNING LAW

- 13.1 This T&C shall be construed and have effect in all respects in accordance with the laws of Malaysia and the Customer agrees to submit to the jurisdiction of the Malaysian Courts, but such submission shall not be construed so as to limit the right of the Bank to commence proceedings in the courts of any other country. The service of any writ or any legal process in respect of any actions or proceedings may be affected on the Customer by forwarding a copy of the writ or other legal process by registered post to the Customer's last known address in the Bank's record for the time being. Such writ or other legal process shall be deemed to have been served on the Customer five (5) calendar days after the date of posting.

14. COMPLIANCE WITH LAW

- 14.1 The Customer shall ensure continued compliance for the duration of the Facility with all statutes, by-laws, guidelines in Malaysia.

15. BANKRUPTCY OR WINDING UP SEARCH

- 15.1 The Bank may but is not obliged to conduct bankruptcy or winding up searches (as the case may be) on the Customer prior to the disbursement of the Facility or after disbursement. However, if searches are required, all charges incurred with regards to the searches are borne by the Customer.
- 15.2 If any of the searches confirm that the Customer is an adjudged bankrupt or wound up (as the case may be), or if there are any legal proceedings suits or actions that is material (be it civil or criminal), instituted against the Customer, the Bank reserves the right to withdraw, cancel and or terminate the Facility upon notice of the Customer.

16. IMPOSITION OF TERMS BY BANK NEGARA MALAYSIA

- 16.1 The Facility shall at all times be governed by such rules, regulations and/or directives imposed by Bank Negara Malaysia (BNM) or any authority having jurisdiction over the Bank.

17. NOTICES

- 17.1 Any demand, request, notice or other communication (collectively referred to as "Notices") by or on behalf of the Bank or the Customer shall be in writing.
- 17.2 Notices may be given or made by post, facsimile, personal delivery or such other mode as may be allowed by the Bank. Notices shall be issued by or on behalf of the Bank (including computer generated notices/statements that do not require any signature) to the Customer at the address, facsimile number or electronic mail address as stated in the Application Form or the last known address, facsimile number or electronic mail address notified by the Customer in writing.
- 17.3 The Notices are deemed served to the Customer:
 - a) in the case of post, five (5) calendar days after the date of posting;
 - b) in the case of facsimile, on the day of transmission;
 - c) in the case of electronic mail, on the day it is sent provided that the Bank has not received a failed or undeliverable message from the host provider on the day of transmission;
 - d) in the case of personal delivery, at the time of delivery
 - e) in the case of any Notices given via short messaging service system or any other mode which is not recorded in writing, at the time of transmission of such Notices.
- 17.4 Notices by the Customer to the Bank shall be duly signed by the Customer or where permitted by the Bank, by the Customer's duly authorised signatory and served on the Bank at the address or facsimile number as notified in writing by the Bank from time to time. Notices are deemed received by the Bank upon actual receipt of the same except:
 - a) in the case of Notices sent by facsimile after 5.00p.m., such notices shall be deemed received by the Bank on the next Business Day; and
 - b) where it is deemed necessary by the Bank to verify the Customer's identity or the source of the Notices, the Customer may be required to deliver at the Customer's own cost to the Bank such documentary evidence (including the actual or original Notices) as may be required by the Bank. Where such verification is required by the Bank, the Notices are deemed received by the Bank only upon receipt by the Bank of such additional documentary evidence requested by it.
- 17.5 All facsimile Notices should be followed by the original Notice to be delivered by post or by hand, but any delay or failure by the Bank to receive the original Notice shall not affect the validity of any act or omission by the Bank taken in reliance on the facsimile Notice.
- 17.6 The Customer shall give the Bank written notice of any event of default under this T&C within three (3) Business Days of the Customer becoming aware of the occurrence thereof and/or AFFIN AVANCE Visa with Overdraft Facility has been cancelled with the Bank.

18. MODIFICATION AND INDULGENCE

- 18.1 The Bank may in any way, without affecting the rights, powers and remedies conferred upon the Bank under this T&C:
- a) determine vary renew or increase any credit or other facility(ies) granted to the Customer and may open or continue any account or accounts (or both) with the Customer at any branch or branches of the Bank; or
 - b) restructure or reschedule any credit or other facility granted to the Customer, including but not limited to varying the number and or the amount of the instalments to be paid by the Customer; or
 - c) grant to the Customer at any time or indulgence or waiver or consent or release; or
 - d) release or discharge or compound or enter into any deed of composition with the Customer; or
 - e) vary or amend any of the terms of any of the Facility; or
 - f) grant further facilities, convert, vary, interchange, appropriate or substitute partly or wholly any of the Facility with other banking facilities.
- 18.2 Twenty-one (21) calendar days' notice are required for paragraphs (e) and (f) above.

19. INDEPENDENT PAYMENT

- 19.1 The Customer expressly agrees and declares that each of the Customer's obligations to pay under this T&C, constitutes separate and independent obligations, and shall give rise to separate and independent causes of actions. Customer's obligations shall continue despite any waiver granted by the Bank and despite any judgment, order, claim or proof for a liquidated amount in respect of some other obligation. The Bank may independently or simultaneously commence against the Customer under any other security documents.

20. INDEMNITY

- 20.1 In addition, the Customer shall indemnify the Bank and hold the Bank harmless from and against any losses, damages and expenses, (including but not limited to all legal costs incurred by the Bank on a solicitor and client basis) which the Bank may sustain, suffer or incur as a consequence of any default in the payment of the Facility and interest incurred from the Facility, or any other amounts payable under the Facility or on account of the non-observance of all or any of the terms stipulations agreements and provisions on the Customer part or guarantor contained in this T&C. Such losses, damages and expenses shall include but not be limited to such amount as the Bank shall certify (such certification being accompanied by the basis and calculation of such amount. The certification shall be conclusive and binding upon the Customer save for any manifest error. However, the Customer is not liable when the losses, damages and expenses are directly caused by the Bank's negligence, default or fraud).

21. PRIVACY NOTICE

- 21.1 The Customer hereby confirms that the Customer has read, understood and agreed to be bound by the ABB Group Privacy Notice as far as it relates to the processing of the Customer's personal information. For the avoidance of doubt, the Customer agrees that the said Group Privacy Notice shall be deemed to be incorporated by reference into this T&C.
- 21.2 In the event the Customer provides personal and/or financial information relating to third parties, including information relating to the Customer's personal reference and dependents for the purpose of opening or operating the Customer's account(s)/facility(ies) with us or otherwise subscribing to our products and services, the Customer:
- a) confirms that the Customer has obtained their consent and/or are otherwise entitled to provide this information to us and for us to use it in accordance with this T&C;
 - b) agrees to ensure that the personal and financial information of the said third parties is accurate; and
 - c) agrees to update the Bank in writing in the event of any material change to the said personal and financial information.

- 21.3 Where the Customer instructs the Bank to effect any sort of cross border transaction (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 overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Bank and/or the Bank's agents to enter into any cross-border transaction on the Customer behalf, the Customer agrees to the above said disclosures on behalf of the Customer and others involved in the said cross border transaction.
- 21.4 Customer acknowledges that certain communications such as statements of account and the Bank's websites contained standard information regarding the Bank other products and services that cannot be removed without affecting the delivery/provision of the Bank's services and/or products, the operation of the Customer's account(s) and/or facility(ies) with us, and/or additional costs to the Customer.
- 21.5 Bank may use a credit reference agency to help make decisions, for example when the Bank needs to:
- a) check details on applications for credit and credit related or other facilities;
 - b) manage credit and credit-related accounts or facilities, including conducting reviews of the Customer's portfolio(s); and/or
 - c) recover debts.
- 21.6 The Customer will be linked by credit reference agencies to any other names the Customer use or has used, and any joint and several applicants. The Bank may also share information about the Customer and how the customer managing the customer's account(s)/facility(ies) with relevant credit reference agencies.
- 21.7 The Bank reserves the right to amend this clause from time to time but shall provide twenty-one (21) calendar days' prior notification to the Customer in writing and place any such amendments on the Bank's websites and/or by placing notices at the banking halls or at prominent locations within the Bank's branches.
- 21.8 This clause shall be without prejudice to any other clause in this T&C or in the regulatory requirements of BNM which provides for the disclosure of information.

22. TAX

- 22.1 Any sum set herein or otherwise payable by any other party hereto shall be deemed to be exclusive of tax which is chargeable on the supply (or supplies) for which such sum is (the whole or part of) the consideration of tax purposes. The Bank's charges exclude tax that would be imposed in the future. Upon implementation of such tax, the Bank will be entitled to recover from the Customer any tax that the Bank is required by law to collect.

23. FORCE MAJEURE

- 23.1 The Bank is not required to undertake its obligations if it is prohibited to do so as a direct or indirect result of any natural disasters, riots, public unrests, terrorist act, labor strikes, lock out, fires, floods, accidents, machine failures or computer/computer system or anything out of the reasonable control of the Bank.

24. WHISTLE BLOWING AND BUSINESS ETHICS

- 24.1 The Customer shall, as soon as reasonably possible, in writing or orally, inform any of the officers of the Bank, upon having knowledge of any director, officer or employee of the Bank, directly or indirectly, asking for or receiving from the Customer or its Affiliates, any Gratification in relation to this Agreement whether for his own personal benefit or advantage or of the benefit or advantage of any other person, in relation to this Agreement, whether before, during or after the term of this Agreement, and the Customer or its Affiliates knows that such Gratification is not for the benefit of the Bank.
- 24.2 The Customer undertakes that neither it nor its Affiliates nor anyone acting on its direction or authority shall, whether before, during or after the term of this Agreement, directly or indirectly, give or offer, or agree to give or offer, any Gratification in relation to this Agreement as an inducement or reward to any director, officer or employee of the Bank or any other person, for doing or forbearing from doing or for having done or forborne from doing any act, or for showing or forbearing from showing favour or disfavour to any person, in relation to this Agreement.
- 24.3 In the event there is evidence that the Customer, its Affiliate or anyone acting under its direction or authority is in breach of clause above, the Bank may terminate this Agreement (without prejudice to the Bank's other rights remedies under the law) by giving written notice to the Customer. Upon such termination, the Bank (or any

description consistently used in this Agreement) shall be entitled to claim all losses, costs, damages and expenses including any incidental costs and expenses incurred by the Bank arising from such termination. The Customer shall not be entitled to recover from the Bank any loss arising from such termination.

- 24.4 Notwithstanding any other provision herein but subject to any written law and with the exception of written requests from the Customer's internal auditors or lawyers for information required by any laws, the Bank shall keep confidential any information disclosed or received including the identity of the person giving the information and all the circumstances relating to the information.
- 24.5 The Customer shall also whistle-blow in the event of any malpractice or wrong-doing by the Bank's staff or employees toward them or their staff, agents or contractors.²
- 24.6 For the purpose of this clause:
- a) "Affiliate" means in relation to the Customer, any person or entity owned and controlled directly or indirectly by the Customer, or any person or entity that controls directly or indirectly the Customer in any way;
 - b) "Gratification" includes any gift, money, property or thing of value or any service, favour or other thing of value, or any service, favour or other intangible benefit or consideration of any kind, or any other similar advantage.
- 24.7 The Customer shall demonstrate a high standard of ethical conduct and professionalism in order to safeguard * the Bank's good name by taking all necessary safeguards and precautions to avert the commission of any unethical action including any appearance or impression to such effect.

The Bahasa Malaysia version of the terms and conditions is available at www.affinalways.com.

AFFIN BANK BERHAD CARDS BUSINESS DEPARTMENT

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