

## **GENERIC TERMS & CONDITIONS APPLICABLE FOR ALL DEPOSIT ACCOUNTS / PRODUCTS / SERVICES**

The following Generic Terms and Conditions (“GTC”) shall apply to the depository accounts and other banking facilities and services of Affin Bank Berhad [Company No: 197501003274 (25046-T)] (hereinafter called “the Bank”).

The Customer reminded to read and understand the terms and conditions of this GTC. In the event there are any terms and conditions in this GTC that the Customer does not understand, the Customer is advised to seek independent advice and/or discuss further with the Bank’s representative.

### **1. General**

- 1.1 The following generic terms and conditions (GTC) shall apply to the Bank’s depository accounts and some of its banking facilities and services.
- 1.2 Words which refer to the singular shall include the plural and vice versa; and masculine gender shall include the feminine and neuter gender and viceversa.
- 1.3 Where there are two or more persons comprised in the term "the Customer" refers to all instructions, agreements and obligations shall be deemed to have been issued by and binding upon such persons jointly and severally and the Bank may act on such notices or instructions by any one of them without enquiry; and any notice given by the Bank to any one of such persons shall be sufficient notice to all the accountholders. Should Customer has appointed an Authorised User(s), all references to the "Customer" shall also refer to his/her Authorised User.
- 1.4 Reference to time of a day shall be construed as reference to Malaysian time and reference to any law includes any amendments to the law.
- 1.5 Deposit products are protected by Perbadanan Insurans Deposit Malaysia up to RM250,000 for each depositor.
- 1.6 “The Customer” also refers to all survivors, personal representatives, successors-in-title or assigns of the Customer.

### **2. Account Opening**

- 2.1. The Accounts and the Services will be available to individual persons, sole proprietorships, partnerships, limited liability partnerships, companies, societies, statutory bodies and such other entities whose application for Accounts and/or Services is accepted by the Bank.
- 2.2. The Customer shall observe the minimum age requirement specified by the Bank for each deposit account. Customers below the age of eighteen (18) years must also complete the application form. The parents or legal guardian of such Customers is/are required to sign the letter of indemnity and submit to the Bank with supporting documents as specified by the Bank. However, the Bank may vary such requirement(s) from time to time upon twenty-one (21) calendar days’ notice given to the Customer.
- 2.3. An account shall be opened with not less than the minimum initial cash deposit as determined by the Bank from time to time. A minimum balance (as determined by

the Bank) shall be maintained by the Customer for each type of account thereafter.

- 2.4. The acceptance and continuance of an account and products/services shall be entirely at the discretion of the Bank and the Bank shall not be bound to disclose reason for any non-acceptance or discontinuance or closure of account.

### **3. Deposits and Withdrawals**

- 3.1. Upon acceptance of a deposit by the Bank, the pay-in slip (PIS) will either be machine validated, date-stamped or manually received under the signature of an authorized officer of the Bank. A duplicate copy of the PIS will be given to the Customer. Where the PIS is machine validated, the Customer should check that the particulars are correctly printed on the slip before leaving the Bank's premises. If there is any error, the Customer shall immediately report it to the Bank.
- 3.2. Where the Bank has provided a special service / facility via Cash Deposit Machine (CDM)/Cheque Deposit Machine (CQM) to receive cash and cheques, the Customer shall follow the prescribed procedures correctly.
- 3.3. Every deposit [whether made via Cheque Deposit Machine (CQM) or at the counter] shall only be deemed to have been made if verified by the Bank staff, duly cleared and such deposit is entered into the Bank's records.
- 3.4. The Bank reserves the right to refuse to accept for collection cheques and other monetary instruments which in the Bank's opinion are irregular in any manner or which may have been altered in any way notwithstanding that the alteration may have been countersigned by the drawer.
- 3.5. All cheques and other monetary instruments may be received for collection, but the proceeds will not be credited/available until the Bank has received payment for the cheques and other monetary instruments which are deposited into the Customer's account. However, special arrangement may be made with the Bank to allow drawings where the proceeds have not been received by the Bank.
- 3.6. The Bank is entitled to debit the Customer's account with the value of cheques previously purchased / discounted for or credited to the Customer's account if such cheques are dishonoured. The Bank may also debit the Customer's account with such banking charges incurred.
- 3.7. Cheques received for collection but dishonored may be returned to the Customer at his/her own risk and expense.
- 3.8. The Bank may refuse to accept any deposits or withdrawals whenever there is a breakdown or failure in the on-line computer system affecting any branches of the Bank whether such breakdown or failure be total or partial.
- 3.9. Withdrawal shall be made by Customer:
  - a) During banking hours at the Branches where the account is maintained.
  - b) At any Branches of the Bank subject to any terms and conditions as may be imposed by the Bank.
  - c) Through the Automated Teller Machine (ATM). Customer hereby agrees that any withdrawals via the ATM shall be in accordance with the terms and conditions applicable to the ATM as determined by the Bank from time to time.

- 3.10. Withdrawal over the counter at the Branches of the Bank made by Customer shall be accompanied by the prescribed withdrawal slip or any form issued by the Bank and subject to such production of proof of identity as the Bank may require. The Bank reserves the rights to refuse Customer's request for withdrawal if the Customer failed to fulfill the terms and conditions or in any manner as the Bank considers or deems fit.
- 3.11. The Bank reserves the right to amend, adjust, reverse or cancel any transaction or entry in the Customer's account, passbook, Statement of Account (including but not limited to debiting the Customer's account) if the Bank:
- a) is required to correct any error or omission; or
  - b) is required to return monies wrongly credited into the Customer's account;

Any amendments, adjustments, reversals, cancellations and other rectifications so made shall be valid and binding on the Customer.

#### **4. Joint Account**

- 4.1. Joint accounts are opened for two or more persons.
- 4.2. Joint account mandate cum indemnity must be completed for opening of Current Account or Savings Account/ Current Account or Savings Account- Islamic & Fixed Deposits or Term Deposits-Islamic (CASA/CASA-i & FD/TD-i) joint accounts.
- 4.3. All agreements, obligations, powers, authorities and liabilities herein contained in these Terms and Conditions shall be deemed to be joint and several. The Bank shall discharge its obligation to all by notifying any person named in the joint account.
- 4.4. Where the account is opened and maintained in joint or more names, the Customers agree that in the event of death of any of the account holders:
- a) The Bank shall hold the monies in the account to the order of the survivor(s) notwithstanding the claims of any legal representatives without prejudice to any of the Bank's right arising out of any lien, mortgage, charge, pledge, set-off, counter-claim or otherwise howsoever. Payment to any of the survivor(s) shall be complete discharge of the Bank.
  - b) The remaining account holder(s) authorise the Bank to accept the signature jointly or severally of the remaining account holder(s) as sufficient mandate to continue with the operation of the account. The Bank shall not be liable to any claim from any party, which may arise in exercising such mandate unless such claim(s) are directly caused by the Bank's negligence, default and fraud
  - c) In the event of death of any one of the account holders, the remaining account holder(s) authorize the bank to accept the signature jointly or severally of the remaining account holder(s) as sufficient mandate to continue with the operation of the account and the Bank shall not be liable to any claim from any party, which may arise in exercising such mandate.

## 5. Partnership Account

- 5.1. In the case of a partnership account, the first authority given shall remain in force until revoked in writing where such revocation must be duly acknowledged by the Bank. Any change in the constitution or name of the firm or any change in the membership of the firm by death, bankruptcy, retirement or otherwise or the admission of any new partner or partners shall not be binding on the Bank until actual receipt of such change. The Bank shall be entitled to treat the surviving or continuing partners or partner for the time being as having full power to carry on the business and to deal with its assets if there had been no change in the firm or where no actual notification is received.
- 5.2. With respect to joint accounts under either to operate mandate, the Bank shall have the discretion to reject/accept any cheque that is not made payable to all the named Customer(s).

## 6. Instructions

- 6.1. The Customer shall supply the Bank with a list of the names and specimens of the authorized signatures and shall from time to time inform in writing of any change, where applicable, with a certified true copy of a resolution where applicable which shall be conclusive evidence. The Customer shall ensure that his signature on cheques, instructions and communication with the Bank corresponds to that given in the specimen signature, failing which the Bank has the sole discretion to decline acting on the same. Notwithstanding the foregoing, the Bank shall be entitled to act on a Customer's cheque, instructions or communication although the Customer's signature differs from that given in the specimen signature if the cheque, instructions or communication did, in fact, emanate from the Customer. Notwithstanding the foregoing, the Bank shall not be liable by reason of any compliance or failure to comply with the Customer's or communication in respect of any cheque or banking instrument.

## 7. Bank Charges

- 7.1. A list of the Bank's fees and charges for depository services and banking facilities and services, as may be imposed and/or revised by the Bank from time to time by giving twenty-one (21) calendar days prior notice, shall be made available upon request.
- 7.2. Please refer to [AffinAlways.com](https://www.affinbank.com.my/AffinAlways) for the Bank's latest Tariff of Charges, which are also available at the Bank's branches.

## 8. Statement

- 8.1. For statement-based accounts, a statement shall be rendered once a month or at such other frequency determined by the Bank from time to time. The said account statement shall be conclusive and binding upon the Customer unless the Bank is notified immediately in writing of any errors/irregularities within fourteen (14) days of the date of the account statement. Account statements are also made available online via [AffinAlways.com](https://www.affinbank.com.my/AffinAlways). Account statements are computer generated and do not bear any signature.
- 8.2. Request by the Customer for additional account statement (in hardcopy) shall be subject to the applicable service charge fee.

## **9. Change of Address, Signature(s) or Particulars**

- 9.1. The Customer undertakes to promptly advise the Bank in writing of any change of address or signature(s) or other particulars, failing which the Bank shall be discharged from all liability upon sending any notices to the last known address.
- 9.2. Any statement of account, correspondence or notice to the Customer may be delivered by hand or sent by prepaid post to the Customer's address stated in the Bank's application form or to such other addresses or e-mail address notified by the Customer to the Bank from time to time. It shall be considered to have been duly received by the Customer within five (5) days of posting. Any failure on the part of the Customer to notify any change of his/her address and/or e-mail address resulting in delay or return of any statement, correspondence and notice shall not affect the Bank's rights and entitlement under this terms and conditions.
- 9.3. The last known address, e-mail address and contact number of the Customer shall be the correct address, e-mail address and contact number of the Customer in the absence of any acknowledged change of address, e-mail address and contact number by the Bank. Burden is on the Customer to prove that the Bank has acknowledged and effected the changes, if any.
- 9.4. Customers are required to update his/her specimen signature, PDPA consent, FATCA & CRS declaration when applicable or necessary. Otherwise the last known records will be relied upon by the Bank.

## **10. Service of Notice and/or Summon and Statement of Claim**

- 10.1. The parties hereby agree that the service of any summons and statement of claim by post to the Customer's last known address stated in the Bank's application form or to such last known address notified by the Customer to the Bank shall be considered to have been served five (5) days after posting.

## **11. Dormant Account and Unclaimed Monies**

- 11.1. Customer agrees that if no transactions are carried out on the account(s) for a specified period or any other period determined by the Bank at its absolute discretion, the Bank may consider that the account(s) as dormant and may impose a charge or fee or close the account(s).
- 11.2. All account with no financial transaction for a period of 12 months or more are classified as dormant.
- 11.3. Once an account is considered dormant, Customer may either choose to reactivate or close the account(s) before the available funds are transferred to the Registrar of Unclaimed Moneys ("RUM").
- 11.4. The Bank shall provide at least twenty-one (21) calendar days to the Customer prior to the unclaimed moneys are transferred to the RUM.
- 11.5. Customer agrees that under the prevailing Unclaimed Moneys Act 1965 or any statutory amendments thereto, any moneys in the account(s) not operated for seven (7) years must be gazetted as "Unclaimed Monies" and shall be remitted to the Registrar of the Unclaimed Moneys and the account(s) will then be closed by the Bank.

## 12. Freezing/Suspension/Closure of Account

- 12.1 The Bank may exercise its discretion to freeze, suspend, block or restrict the use of the account(s) or close the account at any time pursuant to or by virtue of any laws, court orders, regulations, enactments and/or upon the occurrence of any one of the following events:
- a. if the operation of the account is not in accordance with applicable laws, rules, regulations and/or the Bank's terms and conditions applicable to the account (including but not limited to this terms and conditions);
  - b. if the Bank suspects or has reasons to believe that the account or any part of it is used for any unlawful activity;
  - c. if the Customer breaches any provisions set out in this terms and conditions;
  - d. if the information/documents provided to the Bank for opening of the account has been found to be false/incorrect/tampered/a misrepresentation of identity;
  - e. if 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;
  - f. if 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. However, the Bank's discretion on the freezing/suspension or closure of the account has to be based on its own internal investigation or information made available to it by the police/authorities;
  - g. if there is any report lodged against the Customer under the Anti Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLATFPUAA") as amended from time to time;
  - h. if there is any investigation by the police or police organisation, governmental body or agency, anti-corruption commission or agency or regulators (in Malaysia or elsewhere) pending, on-going or threatened against the Customer;
  - i. if the Customer dies or becomes insolvent, commits an act of bankruptcy, or in the case of the Customer being a company, a petition is presented for its winding up or a resolution is passed for its voluntary winding up;
  - j. in the event of death of the account holder and such account shall cease or be lifted upon presentation to the Bank of a grant of probate or letter of administration by the deceased's successor(s) or any other related forms from the Land Office and/or any other approved bodies under the relevant legislation prevailing at such time is furnished to the Bank;
  - k. if there is a bankruptcy/winding-up order against the Customer;
  - l. if the Bank is required to freeze, suspend or close the account by Bank Negara Malaysia (BNM)/the authorities under any applicable laws;
  - m. if required to do so by any garnishee order to show cause, injunctions, Shariah court orders, Malaysian Anti-Corruption Commission ("MACC") orders and/or AMLATFPUAA requirements, provided further that, after freezing or closure of the account, the Bank in its discretion may transfer the amount frozen/available balance to a non-hibah/income bearing account until the resolution of the relevant issues connected with the account or as instructed by the court/authorities. Reasonable notice to the Customer will be provided prior to the freezing/suspension/closure

where it is lawful and practical to do so, or as soon as practicable thereafter, unless otherwise required by regulatory bodies/agencies/court orders.

- 12.2 The Bank's rights and entitlement under this terms and conditions shall continue to remain in full force and effect and shall survive any closure or suspension of the account by the Bank.
- 12.3 Unless required by law or regulatory requirements, the Bank is not required to provide any explanation/reason for the freezing, suspension or closure of the account.
- 12.4 The Customer cannot use the account for any unlawful activities. If the Bank finds, suspects or have reasons to believe that the Customer's account has been or is being used for any unlawful activity, the Bank may take any action that the Bank considers appropriate: -
- a) in order to meet any obligation or requirement in Malaysia or elsewhere in the world;
  - b) in connection with the prevention of any unlawful activity (including but not limited to fraud, money laundering, terrorist related activity, bribery, corruption and tax evasion); or
  - c) for the enforcement of any economic or trade sanction.

The actions that the Bank may take include immediately closing the account, making reports and taking such actions as the Bank considers appropriate.

- 12.5 If there is any payment obligation by the Bank to the Customer after closure or cancellation of the account, the Bank will issue and send a banker's draft or cashier's order made payable to the Customer, by ordinary post, to the Customer's last known address in the Bank's records or in such other manner which the Bank considers fit. After the Bank has acted in accordance with the provisions above, such action shall be considered as a valid and complete discharge of the Bank's obligations in relation to the account.

### **13. Closure of Account**

- 13.1 The Customer may close any or all of the account(s) by giving written notice and notify the Bank. For joint accounts where the account is designated as "either/or to sign", any one party can close the account as per the mandate agreed with the Customer upon the opening the account.
- 13.2 For closing of Company Current Account-i, the Customer is to furnish the Board of Directors Resolution that has been certified true copy by Company Secretary or any director together with written letter of closing instruction. Alternatively, a letter by the authorised signatory shall be considered good.
- 13.3 The Customer agrees that the Bank reserves its right to: -
- a) Any Account(s) with zero balance are to be closed after 180 days by the system with prior notice to the Customer.
  - b) Any Account that in the opinion of the Bank, has been unsatisfactorily conducted.
  - c) Any Account with debit balances due to service charge or penalty charge for Dishonoured Cheques Information System (DCHEQS)
- 13.4 All unused cheque leaves for current account both company and individual must be returned to the Bank for cancellation.

- 13.5 The Customer may request for early closure of account within six (6) months of account opening and the Bank will impose charge to the Customer.

#### **14. Rights of Consolidation and Set-off**

- 14.1 The Customer agrees that the Bank, at any time, upon giving seven (7) days prior notice to the Customer, may combine, consolidate or merge all or any account(s) of the Customer with the Bank of whatever description and wheresoever located and whether in Ringgit Malaysia or in any other currency or set-off or transfer any sum standing to the credit of any such account(s) including joint accounts in or towards discharge of any sums due to the Bank under any account(s) of the Customer with the Bank of whatever description and wheresoever located and whether in Ringgit Malaysia or in any other currency and the Customer authorizes the Bank to effect any such combination, consolidation, set-off or transfer with the necessary conversions at the Bank's prevailing exchange rates which shall be determined by the Bank at its sole discretion.

#### **15. Indemnity**

- 15.1 The Customer undertakes to indemnify the Bank against claims, damages, demands, actions, proceedings, losses and expenses (including legal costs as between solicitors and own client) and all other liabilities of whatsoever nature or description which may be made, taken, incurred or suffered by the Bank in connection with or in any manner arising out of the provision of any services by the Bank pursuant to the Terms and Conditions or the acceptance of any instructions given by the Customer or breach by the Customer of any provisions of the Terms and Conditions unless such expense, loss, damage or liability is directly attributable to the default, negligence or fraud of the Bank. The liabilities of the Customer shall be continuing liability and will remain in full force and effect until the liability of the Customer to the Bank is fully discharged.
- 15.2 The Customer shall indemnify and keep the Bank indemnified against any loss which the Bank may incur by reason of it guaranteeing any endorsements, discharge or discharges on any cheque, bill, note, draft, dividend warrant or other instruments presented by the Customer for collection. Every such guarantee given by the Bank shall be considered to have been given the Customer's expressed request in every case. However, if the loss is directly caused by the Bank's default, negligence or fraud, the Customer will not be liable.

#### **16. Law**

- 16.1 This Terms and Conditions shall be governed by and construed in accordance with the Laws of Malaysia. The Customer hereby agrees to submit to the jurisdiction of the Courts of Laws in Malaysia. The Customer hereby agrees that service of any process may be affected by posting the same to the Customer in the manner set out in Clause 10.

#### **17. Rules and Regulations**

- 17.1 Wherever applicable, Customer shall comply with the Notices on Foreign Exchange Administration Rules (Foreign Exchange Administration Rules issued by Bank Negara Malaysia (BNM) in respect of any transactions, including overseas transactions.



- 17.2 Customer authorises the Bank to take any steps to comply with the relevant and prevailing Foreign Exchange Administration Rules and any rules issued by Bank Negara Malaysia from time to time in respect of any transactions. Where applicable, the Customer shall comply with the prevailing Foreign Exchange Administration Rules issued by Bank Negara Malaysia as the 'Exchange Control Authority'.
- 17.3 The Bank may be obliged under the AMLATFPUAA and/or other laws and regulations to report certain transactions to BNM and/or other relevant authorities. The Customer consents to the same and agrees that the Bank, its officers and employees shall be under no liability for making such reports.
- 17.4 The Customer shall comply with any rules, regulations and guidelines issued by BNM and/or other relevant regulatory bodies to which the Customer is or will be subject from time to time.

## 18. Disclosure

- 18.1 The Customer gives consent to (in addition to the persons set out in Schedule 11 (Permitted Disclosure) of the Financial Services Act 2013) the following persons to disclose any information relating to the Customer and the Customer's account or dealing relationship with the Bank, including but not limited to details of the Customer's deposit account(s), any facilities and security taken, transactions undertaken and balances and positions with the Bank ("Account(s)"):
- a. the Bank's head office, branches, representative offices and any of its offices, branches, related corporations, affiliates or associates in Malaysia or overseas (collectively the "Related Parties" and each a "Related Party") for any database or data processing purposes or any other purposes regardless that a Related Party's principal place of business may be outside of Malaysia or that the Customer's information following disclosure may be collected, held, processed or used by any Related Party in whole or in part outside of Malaysia; or
  - b. any actual or proposed participant or sub-participant in, or assignee, or participant in the secondary debt market or novatee of the Bank's rights in relation to the Account(s); or
  - c. any agent, contractor, professional advisor or third party service provider, which provides services of any kind to the Bank in connection with the operation of its business who is under a duty of confidentiality to the Bank, including but not limited to a debt collection agent or any person(s) for the purpose of recovery of any outstanding sums due under the Accounts; or
  - d. any financial institution with which the Customer has or proposes to have dealings; or
  - e. the Central Credit Unit, CCRIS, CTOS the Dishonoured Cheques Information System, Financial Intelligence Unit, Bank Negara Malaysia or any person to whom the Bank is under an obligation to make disclosure under the requirements of any law binding on the Bank or any of its branches or any other authority which has jurisdiction over the Bank; or
  - f. to the Employees Provident Fund, in the event withdrawal of funds are made by the Customer in relation to the Account(s); and/or
  - g. any security party of the Account(s).

- 18.2 The Customer acknowledges that any information disclosed by the Bank to the persons set out in this Section 18 is disclosed in good faith. The Bank shall not be liable to the Customer or any other persons for any inaccuracy, incompleteness or lack of authenticity of the contents of such disclosure unless caused by the Bank's negligence, default or fraud.

## **19. Group Privacy Clause**

- 19.1 The Customer hereby confirm that he / she has read, understood and agreed to be bound by the Group Privacy Notice of the Bank and the clauses herein, as may relate to the processing of his / her personal information. For avoidance of doubt, the Customer agree that the said Group Privacy Notice shall be deemed to be incorporated by reference into this Terms and Conditions
- 19.2 Please refer to our Group Privacy Notice available by walk-in at any AFFIN Bank Group offices or branches or on the website at [AffinAlways.com](https://www.affinbank.com.my/AffinAlways.com).

## **20. Tax**

Any sum set out in herein or otherwise payable by any party to 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.

## **21. Force Majeure**

- 21.1. Force Majeure means any cause beyond the reasonable control of the Bank, including without limitation, failure, or disruption of any mechanical or electronic device, data processing system or transmission line, utilities or communication systems, sabotage, fire, flood, earthquake, explosion, acts of God, strikes, industrial dispute, riots, act of terrorism or war or any monetary or exchange control restrictions.
- 21.2. The Bank shall not be liable to the Customer or any third party for any inconvenience, injury, expense, liability, damages if any of the events below is caused by Force Majeure: -
- a) In the event the Bank is unable to perform any of its obligations hereunder or to provide any of the Services; or
  - b) If funds credited or debited from the Account becomes inaccessible or diminish in value.
- 21.3. Where any currency in which the Bank must make payment becomes unavailable due to restrictions on convertibility or transferability or Force Majeure, the Bank may make payment in such other currency at the exchange rate determined by the Bank.

## **22. Change of Terms and Conditions**

- 22.1 The Bank shall have the right to review and revise any of this terms and conditions from time to time by giving out twenty-one (21) calendar days prior notice, via posting on the Bank's website or a written notice to the Customer. The Customer is advised to refer to the updated terms and conditions at the Bank's website at AffinAlways.com from time to time. The latest terms and conditions made available on the Bank's website shall supersede all previous terms and conditions made between the Bank and the Customer under this terms and conditions.
- 22.2 If the Customer is not agreeable to the changes/amendments, the Customer shall notify the Bank of the same within twenty-one (21) calendar days of the notification. The Customer has the right to terminate the banker-customer relationship with the Bank by closing his/her account(s) with the Bank. However, if the Customer continues using the services of the Bank after the notice, the Customer is considered to have accepted the changes.
- 22.3 The Customer agrees to accept and abide by any changes or amendments to the aforesaid terms and conditions including any new terms and conditions which the Bank at its discretion may impose.
- 22.4 This terms and conditions shall be subject to and governed by the rules, regulations and guidelines from time to time issued by BNM, the Association of Banks in Malaysia and other relevant bodies made pursuant to applicable laws.

## **23. Declaration**

- 23.1 The Customer acknowledges that the Bank may require to carry out due diligence upon opening of account or from time to time. The Customer agrees to accept and sign such forms or declarations including PDPA consent, FATCA/CRS declaration and any other declarations requested by the Bank. If the Customer refuses to do so, the Bank may suspend, close or refuse to proceed with the opening or maintenance of the account.
- 23.2 The requirements under PDPA/FATCA/CRS forms part of the terms and conditions governing the Customer's relationship with the Bank and shall be binding on the Customer to the extent it applies to the Customer.
- 23.3 The Bank and its related companies and affiliates are subject to and required to or have agreed to comply with FATCA ("FATCA Reporting Requirement"). In view of this, the Bank is required to collect information on each of its Customers under the FATCA Reporting Requirement. If the Customer is a U.S. Person, the Bank may need to furnish the Inland Revenue Board of Malaysia ("IRBM") with the Customer's account information, which may then be shared with the U.S. Internal Revenue Service ("IRS").
- 23.4 The Bank and its related companies and affiliates are required to comply with CRS Rules ("CRS Reporting Requirement"). In view of this, the Bank is required to collect information on the Customer's tax residence(s) under applicable tax regulations. If the Customer is not a tax resident of Malaysia, the Bank may need to furnish the IRBM with the Customer's account information, which may then be shared with other tax authorities of the CRS participating jurisdiction.
- 23.5 The Customer confirms that the declaration given under FATCA/CRS or any other declarations required by the Bank is true, correct and complete.

- 23.6 The Customer authorises the Bank to provide, directly or indirectly, to any relevant tax authorities or any party authorised to audit or conduct a similar control for tax purposes. The Customer authorise the Bank to disclose to such tax authorities or such party any information required.
- 23.7 The Customer agrees to submit to the Bank a new form within 30 days if any certification or declaration with respect to PDPA/FATCA/CRS becomes incorrect.
- 23.8 The Customer shall be responsible for complying with such regulations and limits, and amendments. The Customer agrees to indemnify against all claims, liabilities and damages arising from the Customer's failure to comply unless such claims, liabilities and damages arises directly from the Bank's default, negligence or fraud.
- 23.9 The Customer shall be responsible for any violation or non-compliance of such regulations and any amendments to such regulations.

## **24. Whistle-blowing & Business Ethics**

- 24.1 Upon having knowledge of any director, officer or employee of the Bank, directly or indirectly, asking for or receiving from the Customer or the Customer's Affiliates, any Gratification (whether for his/her own personal benefit or advantage or for the benefit or advantage of any other person, whether before, during or after the term of this banking relationship), kindly immediately email to [whistle\\_blowing@affinalways.com](mailto:whistle_blowing@affinalways.com) of the same.
- 24.2 The Customer undertakes that neither the Customer nor its Affiliate nor anyone acting on the Customer's direction or authority shall (whether before, during or after term of this banking relationship, directly or indirectly, give or offer, or agree to give or offer, any Gratification as an inducement or reward to any director, officer, employee or agent of the Bank) for doing or refrain from doing or showing favor or disfavor to any person, in relation to the account.
- 24.3 In the event there is evidence that the Customer or its Affiliate or anyone acting under the Customer's direction or authority is in breach of Clause 24.1 or 24.2, the Bank may terminate the account(s) (without prejudice to the Bank's other rights remedies under the law) by giving written notice to the Customer. Upon such termination, Bank shall be entitled to claim all losses, costs, damages and expenses including any incidental costs and expenses arising from such termination from the Customer.
- 24.4 Subject to any regulatory permitted disclosures or other clauses allowing disclosure in this terms and conditions, 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 wrongdoing by any staff, contractors, vendors, 3<sup>rd</sup> parties or agents of the Bank. Kindly refer to the Bank's Whistleblowing Policy in [AffinAlways.com](http://AffinAlways.com) for compliance purposes.
- 24.6 (i) 'Affiliate' means in relation to corporate Customer, any person or entity owned and controlled directly or indirectly by the Customer, or any person or entity that controls the Customer directly or indirectly in any way whatsoever.

(ii) 'Gratification' includes any gift, money, property or thing of value or any service, favor or other thing of value, or any service, favor 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.

## **25. Anti-Money Laundering and Sanctions**

- 25.1 The Customer is required to provide and disclose to the Bank, within such time as prescribed by the Bank, any information, statement and explanation relating to the account which the Bank considers necessary to: -  
(a) comply with laws or sanctions of Malaysia and any other country (including but not limited to those relating to anti-money laundering or anti-terrorism); and/or  
(b) manage money laundering risk or terrorism financing risk or economic and trade sanctions risk.
- 25.2 The Bank is not obliged to proceed with any transactions or disbursements until the Bank has received the said information from the Customer and verified the same to the Bank's satisfaction.
- 25.3 The Customer declares and undertakes to the Bank that the processing of any transactions will not breach any laws or sanctions in Malaysia or any other country. The Bank will not be liable for any loss arising from any delay or failure to process any transactions due to any inadequate information or documentation provided by the Customer.

## **26. Miscellaneous**

- 26.1 In the event of complaint relating to the account, Customer may lodge a note with the respective branch at which the account is maintained. Alternatively, Customer may complete Online Feedback Form which is available at [AffinAlways.com](https://AffinAlways.com) or by email to [yourvoice@affingroup.com](mailto:yourvoice@affingroup.com).
- 26.2 In addition to any provisions herein, the Bank shall freeze or suspend the operation of all current/deposit accounts of customers in accordance with the terms of any court orders (bankruptcy, winding-up, injunctions, garnishees to name a few) or show-cause applications served on it and the Bank shall not be liable for any damages suffered by the Customer as a result of such freeze or suspension. The Bank shall also be at liberty to remove such freeze or suspension upon receipt of court orders to the effect.
- 26.3 The Bank is entitled not to act on any Power of Attorney ("PA") of the Customer unless the attorney and the Customer are present to conduct the first transaction using the PA. The PA must also allow withdrawals, deposits and closure of accounts and must be given for valuable consideration and stated as irrevocable. The PA must comply with the requirements of the law applicable to PA.

The GTC above will apply to all types of accounts / products / services and the specific terms and conditions set out hereunder shall form part of and be read with the GTC.

**SPECIFIC TERMS & CONDITIONS****27. Standing Instruction (SI)**

- 27.1 The Customer undertakes to ensure that sufficient funds are kept in their account to meet payment.
- 27.2 Although the Bank will endeavor to effect such periodical payments, it accepts no responsibility to make the same, and accordingly the Bank shall not incur any liability through any error, refusal or omission to make all or any of the payment or by reason of late payment or by an omission to follow any such instruction unless such error, refusal or omission is attributable to the default, negligence or fraud of the Bank.
- 27.3 The Customer hereby agrees that neither the Bank nor any of its branches, correspondents or agents will be held liable for any loss or damage due to errors or delays or defaults of any kind in the transmission or delivery of any message in execution of the SI by mail, telephone, cable or wireless, including such as may result from the use of codes or due to any act or decree legal or illegal of any government or government agency or due to the failure of any branches, correspondent or agent to identify the payee in making payment unless such loss or damage is directly attributable to the default, negligence or fraud of the Bank.
- 27.4 This SI is subject to any arrangement of existing arrangement or future arrangement between the Customer and the Bank in relation to the Customer's account or any banking accommodation afforded to them.
- 27.5 The Bank may at its discretion terminate this SI as to future payments at any time by notice in writing to the Customer. No notice is required if the Customer confirms in writing that no further payment is required.
- 27.6 This SI will remain effective for the protection of the Bank in respect of payments made in good faith. This remains effective even upon the Customer's death or bankruptcy or winding-up/dissolution or the revocation of this SI by any other means until notice of the Customer's death or bankruptcy or winding-up/dissolution or of such revocation is received by the Bank.
- 27.7 A commission / service charge at the Bank's prevailing rate will be levied for each periodic payment effected by the Bank. This charge does not include the incidental postage and/or stamp duty and the charges of your branches, correspondents or agents which may also be applicable.
- 27.8 The Bank may at its discretion levy a charge on each SI payment not effected for lack of fund.
- 27.9 The Customer further undertakes to notify the Bank in writing of any change, alteration or cancellation at least one week before payment. However, the Bank is at the discretion whether to comply with such notification and shall not be obliged to give the Customer any reason(s) thereof.

**28. MyDebit Card**

- 28.1 The MyDebit (the Card) issued shall remain the property of the Bank and the Customer shall return the Card to the Bank upon request.

- 28.2 The Card is issued strictly for the Customer's own use and shall not be transferred, pledged or otherwise use as security for any credit transaction.
- 28.3 The Customer shall not reveal or cause to reveal his / her secret Personal Identification Number (PIN) to anyone including the staff of the Bank under any circumstances. If the Customer's PIN is discovered or is suspected to be known to any other person, he/she shall notify any branch of the Bank immediately and confirm the same in writing.
- 28.4 In the event of any loss, theft or destruction of the Card, the Customer shall notify the Bank immediately, failing which, he / she shall be liable for any transaction or use of the Card to the extent of the limit of RM3,000 per Card per day or such other subsequently revised amount that the Customer can withdraw per day inclusive of fund transfers that may be imposed by the Bank from time to time, calculated on a daily basis until of such notification.
- 28.5 However, Customer may have to go to the branch to increase the withdrawal limit up to RM5,000 only.
- 28.6 All replacement and renewals of the Card shall be subject to the terms and conditions which are in force at the date of replacement or renewal.
- 28.7 The Customer agree and undertake to pay all such charges as the Bank at its discretion may impose from time to time by giving twenty-one (21) days prior notice in respect of the issuance / replacement / annual card fee and for transactions performed by the Customer with the use of the Card. The Customer shall on demand by the Bank make good any amount overdrawn plus any interest thereon which shall be calculated based on the Bank's prevailing overdraft interest rate in the event that the Customer's account becomes overdrawn.
- 28.8 The balance stated in the Customer's account which is displayed on the ATM screen shall not include any deposits not verified by the Bank and/or the proceeds of any cheques or negotiable instruments not realized and will not include any cheque which the Customer have issued and have still not been processed by the Bank. The balance displayed or printed shall not be taken as conclusive of the state of the Customer's account with the Bank. The Bank may from time to time consolidate the MyDebit transactions perform on the Customer savings account and reflect them on his/her passbook as two postings for deposits and withdrawals respectively.
- 28.9 The Customer shall advise the beneficiary of the transfer on his/her own as the Bank will not do so. All transactions arising from the use of the MyDebit to operate a designated joint account shall be binding on all the account holders jointly and severally. The Customer shall not hold the Bank liable in any way for any loss, damage or injury arising from the use of the Card howsoever caused by any mechanical defect in or malfunction of the ATM or the Card not being honored or otherwise.
- 28.10 The Bank reserves the right at any time to cancel or suspend the use of the Card or to refuse reissue, renewal or replacement of such Card without assigning any reason(s) thereto with or without prior notice. The Customer shall not use the Card after he/she have been notified of its cancellation or suspension by the Bank and the Customer undertakes to return the Card immediately to the Bank upon such notification. The Customer may terminate this Agreement upon giving notice in writing or upon closing his / her account with the Bank and the Customer here by under takes to return the Card immediately to the Bank.

- 28.11 With the activation of 'Contactless' purchase function in MyDebit card, the Customer shall:
- a) Accept full responsibility for the risk of 'pin less' purchase transaction at any Point-of-Sales Terminals (POS).
  - b) Ensure the MyDebit is always in his/her custody and not to surrender to any third party to allow the 'contact less' transaction at any 'Contactless' device terminal.

## **29. AFFIN BANK Visa Debit Card (For Saving Account or Current Account)**

- 29.1 Customer has the option to choose and apply for AFFINBANK Visa DebitCard.
- 29.2 The Bank agrees to issue Visa Debit Card to allow Customer to withdraw cash, check balances, make purchases, payments and transfer transactions on Customer's account. The Visa Debit Card will be provided in Customer's name and for sole use.
- 29.3 The Visa Debit Card usage, Customer responsibility and liabilities are subject to Visa Debit Card Terms and Conditions which is accessible at [AffinAlways.com](http://AffinAlways.com)

## **30. Current Account**

- 30.1 Cheques may not be drawn on the Bank by the Customer except on the forms supplied and registered for each account. Application for cheque book should be made on the printed application form or written request by the Customer except for initial cheque book issuance.
- 30.2 The conditions printed on the cheque book cover are to be strictly observed by the Customer and the conditions therein are in addition to the conditions herein.
- 30.3 The Customer agrees that cheques must be so drawn as to prevent additions or alterations after issue. Cheques must be duly signed in accordance with the specimen signature(s) registered with the Bank. Cheques may be dishonored if the Bank deems them to be irregular in any manner without any liability on the part of the Bank.
- 30.4 All alterations must be confirmed by the full signature(s) of the drawer(s) as the case maybe.
- 30.5 Cheques with alteration(s) will be dishonored if no prior separate written confirmation is received by the Bank or if no confirmation in person is made to the Manager, Bank Services (MBS). Crossed cheques with the crossing 'Opened' can only be paid in cash when presented for payment by the drawer or his known agent.
- 30.6 Upon closure of the account either by the Customer or the Bank, all unused cheque leaves which were issued to the Customer shall become the property of the Bank and the Customer shall forthwith return them to the Bank. Stamp duty paid is not refundable.
- 30.7 Stop Payment may only be implemented if the cheque(s) have not been presented for payment. Once implemented, such stop payment shall be binding on the Customer. A "Stop Payment" stamp will be placed on the face of the cheque and no re-presentation of the said cheque will be possible. Handling charges for stop



payment as well as requests for interim statements are applicable. When a payment-stopped cheque is returned at a time when the account has insufficient funds, a penalty sum as determined by the Bank will be levied.

- 30.8 The Customer confirms he / she is not to draw cheques when there is an insufficient fund in his / her account(s) at the time of issuing the cheque. Should the Bank return a cheque for reasons of insufficient or uncleared funds, the Bank shall impose a penalty charge as determined by the Bank and debit the Customer's account.
- 30.9 The Customer shall at all-time only use cheques supplied by the Bank for use with any of the Bank's Current Account. Issuance of cheque book will be charged RM0.15 per leaf and cheque processing fee is RM0.50 per leaf. This may be amended from time to time following BNM's latest guideline.

### **31. Savings Account**

- 31.1 Interest shall be accrued on the daily balance in the account at the Bank's prevailing savings rate or at any such rate the Bank may announce from time to time. Interest earned will be credited to the Customer's account on a monthly basis.

#### **For Passbook Savings Account Only**

- 31.2 Every account holder shall be provided with a Savings Passbook, which must be presented, for every withdrawal made or as and when required by the Bank for any interest or unposted items to be entered. Entries in the Passbook are valid only when initialed by an authorised Bank Officer. The Customer shall examine the Passbook after each transaction before leaving the Bank counter to ensure that the appropriate entries have been made. If there are more than 20 unposted transactions at the time of updating the Passbook, the system will consolidate the transactions into one (1) debit and one (1) credit and post the consolidated figure into the Passbook.
- 31.3 The Passbook is not transferable and cannot be assigned or pledged by the Customer as security and neither can a lien be created on it for the same purpose.
- 31.4 The Customer shall keep the Passbook in a safe place. In the event that the Passbook is lost or destroyed, he/she must notify the Bank in writing immediately. The Bank will issue a replacement Passbook upon an indemnity being furnished to the Bank and a service charge as determined by the Bank will be levied.
- 31.5 The Bank will not accept responsibility for loss of Passbook by the Customer through his / her own negligence and will not be responsible for any fraudulent withdrawals from his / her account as a result of such loss.

### **32. Affin Plus**

- 32.1 Interest shall be calculated at such rates the Bank may from time to time determine and credited monthly into the Customer's account.
- 32.2 If the Customer issue a cheque when there are insufficient funds in his / her account, the Bank reserves the right to close the account without any notice and charge penalty fees by setting off such fees directly from the Customer's account

at a rate the Bank may determine from time to time.

### **33. Junior Saver**

#### **For Passbook Savings Account Only**

- 33.1 Every Customer who opens Junior Saver with the bank shall be provided with a Savings Passbook, which must be presented, for every withdrawal made or as and when required by the Bank for any interest or unposted items to be entered. Entries in the Passbook are valid only when initialed by an authorised Bank Officer. The Customer shall examine the Passbook after each transaction before leaving the Bank counter to ensure that the appropriate entries have been made. If there are more than 20 unposted transactions at the time of updating the Passbook, the system will consolidate the transactions into one (1) debit and one (1) credit and post the consolidated figure into the Passbook.
- 33.2 The Passbook is not transferable and cannot be assigned or pledged by the Customer as security and neither can a lien be created on it for the same purpose.
- 33.3 The Customer shall keep the Passbook in a safe place. In the event that the Passbook is lost or destroyed, he/she must notify the Bank in writing immediately. The Bank will issue a replacement Passbook upon an indemnity being furnished to the Bank and a service charge as determined by the Bank will be levied.
- 33.4 The Bank will not accept responsibility for loss of Passbook by the Customer through his / her own negligence and will not be responsible for any fraudulent withdrawals from his / her account as a result of such loss.

### **34. Affin Gold Account (AGA)**

- 34.1 The minimum deposit to open the account is RM1,000.00.
- 34.2 Interest shall be calculated at such rates the Bank may from time to time determine and credited monthly into Customer's account.
- 34.3 A choice of either passbook, quarterly statement (with effective from October 2015) or current account.
- 34.4 A choice of either to open in the form of Savings or Current Account Affin Gold Account.
- 34.5 RM10 will be charged on every June & December if the average balance over the last 6 months is less than RM1,000 for AGA current account only.
- 34.6 All terms and conditions as per the GTC of the Bank shall apply.
- 34.7 The Bank shall be at liberty to amend or vary any of the AGA terms and conditions herein as it deems fit and such amended terms shall be reflected in the Bank's statements/website/such media as the Bank at its discretion may impose from time to time by giving twenty-one (21) days prior notice.

#### **For Passbook Savings Account Only**

- 34.8 Every Customer who opens Affin Gold with the bank shall be provided with a Savings Passbook, which must be presented, for every withdrawal made or as

and when required by the Bank for any interest or unposted items to be entered. Entries in the Passbook are valid only when initialed by an authorised Bank Officer. The Customer shall examine the Passbook after each transaction before leaving the Bank counter to ensure that the appropriate entries have been made. If there are more than 20 unposted transactions at the time of updating the Passbook, the system will consolidate the transactions into one (1) debit and one (1) credit and post the consolidated figure into the Passbook.

- 34.9 The Passbook is not transferable and cannot be assigned or pledged by the Customer as security and neither can a lien be created on it for the same purpose.
- 34.10 The Customer shall keep the Passbook in a safe place. In the event that the Passbook is lost or destroyed, he/she must notify the Bank in writing immediately. The Bank will issue a replacement Passbook upon an indemnity being furnished to the Bank and a service charge as determined by the Bank will be levied.
- 34.11 The Bank will not accept responsibility for loss of Passbook by the Customer through his / her own negligence and will not be responsible for any fraudulent withdrawals from his / her account as a result of such loss.

### **35. Fixed Deposit (FD)/ AFFIN Fixed Deposit Vault (FD Vault)**

- 35.1 The rates quoted for Ringgit Fixed Deposits (FD)/ AFFIN Fixed Deposit Vault (FD Vault) shall be at the discretion of the Bank.
- 35.2 The period for which money can be placed on FD/ FD Vault bearing interest shall be for 1 month and in multiples of 1 month up to a period of 60 months. FD Vault bearing interest shall be for 1,3,6,9 and 12 months only.
- 35.3 The minimum amount for a deposit of 1 month shall however be RM5,000. For individual depositors, the Bank will display in its branch premises the FD/ FD Vault rates for 1 to 12 months and shall accept the deposits at such announced rates only.
- 35.4 Where FD/ FD Vault is redeemed before maturity (early withdrawal/closure), the following conditions are to apply:
- No interest is to be paid on any 1 month, 2-month, 3-month deposit that has not run the full period.
  - No interest is to be paid on any FD/ FD Vault of 3 months and above, if redeemed before the completion of the said 3-month period.
  - Other than in the circumstances mentioned in (a) & (b) above, interest is payable for the completed months as follows:
  - The rate payable for a FD/ FD Vault redeemed before the completion shall be 50% (half) of the original contracted rate for each completed month.

With effect from 1 January 2019, for any new placement and/or renewal of the FD/FD Vault, no interest will be paid for premature withdrawal made on or after 1 August 2018.

As an illustration on the premature withdrawals are as follows:

<b>Date of Placement or Renewal</b>	<b>Date of Premature Withdrawal</b>	<b>Premature Withdrawal</b>
Prior to 1 August 2018	Prior to 1 January 2019	For Early Payment (Premature Withdrawal), the following shall apply: (a) Within three (3) months from the date of opening of account.  - No interest shall be paid by the Bank. The Customer shall waive his/her right on the entire contracted rate.
	From 1 January 2019	
From 1 August 2018	Prior to 1 January 2019	(b) Above three (3) months from the date of opening of account.  - The Bank shall pay only 50% of interest computed based on completed months. Customer shall waive his/her right on the remaining contracted rate.
	From 1 January 2019	For Early Payment (Premature Withdrawal), no interest shall be paid to the Customer.

### **Payment of Interest**

- 35.5 Interest on FD/FD Vault of 12 months and below is payable on maturity.
- 35.6 Interim interest on FD of 13 months and above will be paid every 6 months and at maturity.
- 35.7 Monies deposited will be paid based on the simple interest, unless otherwise indicate in writing by the Bank.
- 35.8 Payment shall be made to the authorized signatory of the FD/FD Vault upon presentation of valid identification.
- 35.9 Partial withdrawal of FD/ FD Vault may be allowed provided:
- It is an individual, joint or minor account.
  - The balance of the FD/ FD Vault must be greater than RM20,000 after withdrawal or any amount as determined by the Bank from time to time.
  - It is made in multiples of RM5, 000 or any amount as determined by the Bank from time to time.
  - Penalty interest rate of 50% of the contracted interest rate will be charged as mentioned in clause 33.4. This rate is applied on the withdrawal amount to determine the interest payable.
- 35.10 Pursuant to the “Unclaimed Moneys Act 1965 (Revised 2002)”, this FD/FD Vault will be sent to the Registrar of Unclaimed Moneys Trust Services Division if the last transaction date (including auto renewal instruction date) is more than 7 years.

- 35.11 If there is any inconsistency between the physical evidence of FD/FD Vault receipts produced by the Depositor or other evidence of whatsoever nature / description and the statement of account of the Bank, the latter prevails in respect of such inconsistency.
- 35.12 The FD/FD Vault documentary evidence produced by the Depositor cannot be used to claim against the Bank and in the event of any dispute or conflict between the Bank's records of the Depositor; the Bank's records shall prevail for all intents and purposes.
- 35.13 The terms and conditions herein shall be subjected to any laws and any other modifications thereto from time to time with prior notice to the Customer in writing and/or place any such amendments on websites and/or by placing notices at the banking halls or at prominent locations within AFFIN BANK branches.

### **36. Foreign Currency Current Account**

- 36.1 A Foreign Currency (FCY) Current Account may be opened with a minimum initial deposit of USD1,000 or its equivalent.
- 36.2 Any account may be opened solely at the discretion of the Bank and only upon reference and document of identity and account opening documentation fully and satisfactorily obtained and completed to the Bank's requirement.
- 36.3 No ATM cards and cheque books will be issued to the Foreign Currency Account holder.
- 36.4 Deposits into the Foreign Currency Account in foreign currency notes and coins are not allowed. Export or non-export proceeds may be deposited only by conversion of Ringgit Malaysia into foreign currency, disbursement of a foreign currency borrowing, telegraphic transfer, foreign bank draft, cheque or negotiable instruments in such form and substance acceptable.
- 36.5 Withdrawal from the Foreign Currency Account shall not be in foreign currency notes and coins.
- 36.6 The Customer shall also maintain a Ringgit Malaysia (RM) Current or Savings Account with the Bank for ease of conversion of RM into FCY and vice versa.
- 36.7 The opening of and continued operation of the Foreign Currency Account is subject to the rules, regulations and limits set by the Foreign Exchange Administration Department of Bank Negara Malaysia.
- 36.8 As and when required, the Customer shall furnish the Bank with any information/support documents required for the purpose of ensuring compliance with Foreign Exchange Administration Rules, regulatory reporting or for whatsoever reasons which the Bank deems reasonable or necessary.
- 36.9 The Customer shall ensure that all payments, transfers from or to other foreign currency accounts within the Bank or other Banks are in compliance with prevailing provisions of the Notices on Foreign Exchange Administration Rules (FEA Rules) and direction issued by Bank Negara Malaysia (BNM) pursuant to the Financial Services Act 2013 (FSA) and amendments thereto.

- 36.10 The Customer shall ensure that the conversion of Ringgit and sources of funds for placements are in compliance with prevailing provisions of the FEA Rules and direction issued by Bank Negara Malaysia pursuant to the FSA and amendments thereto.
- 36.11 Where the account is opened by an intermediary, including solicitors, the Customer shall declare whether the funds are held in trust / belong to a Resident or Non-Resident and ensure funds belong to Residents and Non- Residents are segregated.
- 36.12 The Bank shall have the discretion to refuse/reject/cancel/decline any transaction or instruction if the Bank suspects that such transactions or instruction is not in compliance with applicable law (including but not limited to Foreign Exchange Administration Rules), sanctions or that the monies used for such transaction is derived from illegal sources and/or that such transaction is for illegal purpose and/or in the event that any information and/or documents provided in support of this transaction or instruction are not to the satisfaction of the Bank.
- 36.13 The Bank may debit the Customer's FCY account in the event it exceeds the prescribed limit under the Foreign Exchange Administration Control of Malaysia. The excess will be converted into Ringgit at the Bank's prevailing buying rate and credit the Customer Ringgit account and the Customer shall have no claim on the Bank whatsoever for any loss of exchange/earnings perceived or otherwise resulting thereof.
- 36.14 The Customer shall indemnify the Bank for any actions that the Bank may take in order to comply with the rules, regulations and limits imposed by under the FEA Rules.
- 36.15 These specific Terms and Conditions should be read together with existing Current Account Terms and Conditions as well as Generic Terms and Conditions ("GTC") that apply to all types of accounts / products / services and the specific Terms and Conditions set out hereunder shall form part of GTC.

### **37. Foreign Currency Fixed Deposit Account**

- 37.1 Deposit of money for a fixed term (hereinafter referred to as "placement") is allowed subject to such terms and conditions as may be imposed by the Bank including, but not limited to, the requirement of a minimum amount as determined by the Bank. The terms and conditions may vary for placement or different currency and the Bank reserves the right to vary such terms and conditions at any time and from time to time as it deems fit.
- 37.2 The opening of and continued operation of the Foreign Currency Fixed Deposits Account is subject to the rules, regulations and limits set by the Foreign Exchange Administration Department, Bank Negara Malaysia. As and when required, the Customer shall furnish the Bank with any information/ support documents required for the purpose of ensuring compliance with FEA Rules, regulatory reporting or for whatsoever reasons which the Bank deems reasonable or necessary. The Customer shall ensure that the conversion of Ringgit, sources of funds for placement and use of funds are in compliance with prevailing provisions of the Notices on Foreign Exchange Administration Rules and direction issued by Bank Negara Malaysia pursuant to the Financial Services Act 2013 and amendments thereto.

### **38. AFFIN eSaver**

- 38.1 Interest shall be calculated at such rates the Bank may from time to time determine and credited monthly into the Customer's account.
- 38.2 Customers are required to update his/her particular as per clause 9.4 and to deposit the initial amount for AFFIN eSaver at any of Affin Bank branches within fourteen (14) days.
- 38.3 If the Customer fails to deposit the initial amount within fourteen (14) days, where the amount balance remains zero, the Bank retains the right to close the Customer's AFFIN eSaver automatically without assigning any reasons.
- 38.4 The bank retains the right to reject any AFFIN eSaver opening request at its sole absolute discretion.
- 38.5 Joint account is not allowed.
- 38.6 The minimum deposit to open the account is RM250.00 and will be capped at all times i.e. customer is not allowed to withdraw/debit from Affin eSaver account if the account balance is less than or equals to RM250.00.
- 38.7 Customer is only allowed to apply for one (1) AFFIN eSaver or AFFIN eSaver-I account.
- 38.8 For account closure, customers may execute over the counter at their Home Branch.
- 38.9 All terms and conditions as per GTC of the Bank shall apply.
- 38.10 These specific Terms and Conditions should be read together with existing Current Account Terms and Conditions as well as Generic Terms and Conditions ("GTC") that apply to all types of accounts / products / services and the specific Terms and Conditions set out hereunder shall form part of GTC.

### **39. AFFIN AVANCE™ SAVVY**

- 39.1 Eligibility to open AFFIN AVANCE Savvy is subject to fulfilling one of AFFIN AVANCE criteria:
  - a) Min salary of RM7,000/month, OR
  - b) Total Asset Under Management of RM50,000 minimum, OR
  - c) An affiliated professional member
- 39.2 The minimum deposit to open the account is RM100
- 39.3 Minimum balance to maintain RM10 i.e. customer is not allowed to withdraw/debit from AFFIN AVANCE Savvy if the account balance is less than or equals to RM10.00.
- 39.4 Interest shall be calculated at such rates the Bank may from time to time determine and credited monthly into Customer's account.

- 39.5 All terms and conditions as per the GTC of the Bank shall apply.
- 39.6 The Bank shall be at liberty to amend or vary any of the AFFIN AVANCE Savvy terms and conditions herein as it deems fit and such amended terms shall be reflected in the Bank's statements/website/such media as the Bank at its discretion may impose from time to time by giving twenty-one (21) days prior notice.
- 39.7 If the Customer issue a cheque when there are insufficient funds in his / her account, the Bank reserves the right to close the account without any notice and charge penalty fees by setting off such fees directly from the Customer's account at a rate the Bank may determine from time to time.
- 39.8 These specific Terms and Conditions should be read together with existing Current Account Terms and Conditions as well as Generic Terms and Conditions ("GTC") that apply to all types of accounts / products / services and the specific Terms and Conditions set out hereunder shall form part of GTC.

#### **40. AFFIN INVIKTA™ ACCOUNT**

- 40.1 Eligibility to open this account is by invitation from the bank.
- 40.2 The minimum deposit to open the account is RM50.
- 40.3 Minimum balance to maintain RM1,000.00 i.e. customer is not allowed to withdraw/debit from AFFIN INVIKTA Account if the account balance is less than or equal to RM1,000.00.
- 40.4 Interest shall be calculated at such rates the Bank may from time to time determine and credited monthly into Customer's account.
- 40.5 All terms and conditions as per the GTC of the Bank shall apply.
- 40.6 The Bank shall be at liberty to amend or vary any of the AFFIN INVIKTA Account terms and conditions herein as it deems fit and such amended terms shall be reflected in the Bank's statements/website/such media as the Bank at its discretion may impose from time to time by giving twenty-one (21) days prior notice.
- 40.7 If the Customer issue a cheque when there are insufficient funds in his / her account, the Bank reserves the right to close the account without any notice and charge penalty fees by setting off such fees directly from the Customer's account at a rate the Bank may determine from time to time.
- 40.8 These specific Terms and Conditions should be read together with existing Current Account Terms and Conditions as well as Generic Terms and Conditions ("GTC") that apply to all types of accounts / products / services and the specific Terms and Conditions set out hereunder shall form part of GTC.



#### **41. AFFIN SAVINGS VAULT ACCOUNT**

- 41.1 New customers may visit any branches during the Business Day to open the AFFIN Savings Vault Account (opening account via over the counter or any AFFIN branches only).
- 41.2 The minimum initial deposit to open this account is RM100.00 and minimum balance required to be maintained in the account at all the times is RM1.00. The customer will not be allowed to withdraw/debit from the account if the account balance is less than or equal to RM1.00.
- 41.3 All fund withdrawals or account close must be conducted in person via over the counter at any of our AFFIN branches in Malaysia.
- 41.4 Interest shall be calculated at such rates the Bank may from time to time determine and credited monthly into Customer's account.
- 41.5 All terms and conditions as per the GTC of the Bank shall apply.
- 41.6 The Bank shall be at liberty to amend or vary any of the AFFIN Savings Vault Account terms and conditions herein as it deems fit and such amended terms shall be reflected in the Bank's statements/website/such media as the Bank at its discretion may impose from time to time by giving twenty-one (21) calendar days prior notice.
- 41.7 These specific Terms and Conditions should be read together with existing Current Account Terms and Conditions as well as Generic Terms and Conditions ("GTC") that apply to all types of accounts / products / services and the specific Terms and Conditions set out hereunder shall form part of GTC.

#### **For Passbook Savings Account Only**

- 41.8 Every Customer who opens Affin Savings Vault Account with the bank shall be provided with a Savings Passbook, which must be presented, for every withdrawal made or as and when required by the Bank for any interest or unposted items to be entered. Entries in the Passbook are valid only when initialed by an authorised Bank Officer. The Customer shall examine the Passbook after each transaction before leaving the Bank counter to ensure that the appropriate entries have been made. If there are more than 20 unposted transactions at the time of updating the Passbook, the system will consolidate the transactions into one (1) debit and one (1) credit and post the consolidated figure into the Passbook.
- 41.9 The Passbook is not transferable and cannot be assigned or pledged by the Customer as security and neither can a lien be created on it for the same purpose.
- 41.10 The Customer shall keep the Passbook in a safe place. In the event that the Passbook is lost or destroyed, he/she must notify the Bank in writing immediately. The Bank will issue a replacement Passbook upon an indemnity being furnished to the Bank and a service charge as determined by the Bank will be levied.
- 41.11 The Bank will not accept responsibility for loss of Passbook by the Customer through his / her own negligence and will not be responsible for any fraudulent withdrawals from his / her account as a result of such loss.

## **42. A1ADDIN ESAVER ACCOUNT**

- 42.1 New customers may visit any branches during the Business Day to open the A1addin eSaver Account (opening account via over the counter or any AFFIN branches).
- 42.2 A Joint account is not allowed.
- 42.3 The minimum initial deposit to open these accounts is RM20.00 and this shall be the minimum balance required to be maintained in the account at all the times. The customer will not be allowed to withdraw/debit from the account if the account balance is less than or equal to RM20.00.

## **43. AFFIN DIVENTIUM SAVINGS ACCOUNT**

- 43.1 Opening of this account is by invitation only.
- 43.2 The minimum initial deposit to open this account is RM10,000.
- 43.3 No minimum balance required to be maintained in the account.
- 43.4 Customer must be a member of AFFIN DIVENTIUM Membership.
- 43.5 Interest shall be calculated at such rates the Bank may from time to time determine and credited monthly into Customer's account.
- 43.6 The Bank shall be at liberty to amend or vary any of the AFFIN DIVENTIUM Account terms and conditions herein as it deems fit and such amended terms shall be reflected in the Bank's statements/website/such media as the Bank at its discretion may impose from time to time by giving twenty-one (21) days prior notice.

## **44. AFFIN DIVENTIUM CURRENT ACCOUNT**

- 44.1 Opening of this account is by invitation only.
- 44.2 The minimum initial deposit to open the account is RM10,000.
- 44.3 No minimum balance required to be maintained in the account.
- 44.4 Customer must be a member of AFFIN DIVENTIUM Membership.
- 44.5 Interest shall be calculated at such rates the Bank may from time to time determine and credited monthly into Customer's account.
- 44.6 If the Customer issue a cheque when there are insufficient funds in his / her account, the Bank reserves the right to close the account without any notice and charge penalty fees by setting off such fees directly from the Customer's account at a rate the Bank may determine from time to time.

44.7 The Bank shall be at liberty to amend or vary any of the AFFIN DIVENTIUM Account terms and conditions herein as it deems fit and such amended terms shall be reflected in the Bank's statements/website/such media as the Bank at its discretion may impose from time to time by giving twenty-one (21) days prior notice.

*Note: Notwithstanding the above, where request is made by the Customer for the Bahasa Malaysia version, the Bank shall provide the Customer with the Bahasa Malaysia version accordingly.*