

**IMPORTANT / DISCLAIMER:**

**THIS IS AN INVESTMENT ACCOUNT PRODUCT THAT IS TIED TO THE PERFORMANCE OF THE INVESTMENT ASSET AND IS NOT A DEPOSIT PRODUCT.**

**THIS PRODUCT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.**

**SPECIFIC TERMS & CONDITIONS APPLICABLE FOR AFFIN TERM INVESTMENT ACCOUNT-i ("AFFIN TIA-i")**

The following Specific Terms and Conditions ("STC") shall apply to the AFFIN TIA-i of Affin Islamic Bank Berhad [Registration No: 200501027372 (709506- V)].

**1.0 DEFINITIONS AND SHARIAH CONCEPTS**

In this STC, each of the following expressions has, except where the context otherwise requires, the following meaning:

**"Actual Profit"** means the profit made or realised in relation to the relevant Investment Amount from an Investment.

**"AFFIN BANK"** means Affin Bank Berhad [Registration No. 197501003274(25046-T)].

**"AFFIN ISLAMIC" or "the Bank"** means Affin Islamic Bank Berhad [Registration No. 200501027372(709506-V)].

**"AFFIN Term Investment Account-i" or "AFFIN TIA-i" or "Account"** means an unrestricted investment account which a sum of money is placed by the Investor and accepted by the Bank for the purposes of investment within the agreed tenure, including for the provision of finance, in accordance with Shariah principles. There is no express or implied obligation to return the money in full and:

- (a) the profits shall be shared between the Investor and the Bank to the mutually agreed Profit-Sharing Ratio; and
- (b) any loss suffered from the Investment shall be borne by the Investor unless such loss is due to the Bank's misconduct, negligence or breach of specified terms.

**"BNM"** means Bank Negara Malaysia, the Central Bank of Malaysia.

**"CASA"** means the current account and / or saving account with AFFIN BANK.

**"CASA-i"** means the Islamic current account and / or saving account with AFFIN ISLAMIC.

**"IFSA"** means the Islamic Financial Services Act 2013 and includes any amendments or statutory modification to it or any other legislation replacing it.

**"Indicative Profit"** means the profit as expected by the Bank to be made in relation to the relevant Investment Amount from an Investment or past actual profit from an Investment.

**"Investment"** means the investment by the Investor in the Investment Asset made via AFFIN TIA-i.

**"Investment Amount"** means, in relation to the Investment, the amount invested by the Investor and as specified in the Investment Slip.

**"Investment Asset"** means the pool of Shariah compliant personal financing portfolio of the Bank which will be funded by the Investment Fund.

**"Investment Fund"** means fund available from Investment Amount invested by the Investor in AFFIN TIA-i, utilised for funding of the Investment Asset.

**"Investment Slip"** means the placement receipt (including confirmation letters and any other form evidencing the Investment) issued by the Bank to the Investor which shall contain details of the Investment, including the Investment Amount, the PSR and the Investment Tenure.

**"Investment Tenure"** means the period of investment as set out in the Investment Slip.

**"Investor" or "Customer" or "Account Holder"** means the capital / fund provider (also known as the "Rabbul Mal") of an investment account whose application for the AFFIN TIA-i has been accepted by the Bank and maintained with the Bank.

**"Investor Suitability Assessment"** means the exercise carried out by the Bank to gather necessary information from a prospective Investor in order to form a reasonable basis for the Bank's recommendation on an Investment.

**"Loss"** means the loss incurred in the Investment.

**"Maturity Date"** means in relation to the Investment, the date as specified in the relevant Investment Slip.

**"Mudarabah"** means a contract where the Investor appoints the Bank (also known as the "Mudarib" or "Entrepreneur") for the fund which has been deposited or will be deposited by the Investor for the Investment. The profits from the Investment will be shared between the Bank and the Investor according to the agreed PSR. Any losses from the investment are to be borne by the Investor except in cases where there is direct evidence of misconduct (ta'addi), negligence (taqsir) or breach of specified terms (mukhalafah al-shurut) by the Bank in managing the funds.

**"Profit-Sharing-Ratio" or "PSR"** means the pre-agreed ratio of profit sharing between the Investor and the Bank and the Investor from time to time and as set out in the Investment Slip.

Save and except if the revision is to the detriment of the Investor, the Bank may (subject to compliance with Shariah principles) be entitled to revise the PSR upward in favour of the Investor during the Investment Tenure via posting on the Bank's website or written notice to the Investor. If the Investor is not agreeable to such revision, the Investor shall notify the Bank in writing of the same within twenty-one (21) days of the notification. The Investor can terminate the banker-investor relationship with the Bank by closing the Investor's Account(s) with the Bank and the provision of Clauses 13.4 shall apply.

**"Shariah"** means the rules, principles and parameters of Islamic law as interpreted, ascertained, determined or pronounced by the Shariah Committee.

“**Shariah Committee**” means the Shariah Committee of AFFIN ISLAMIC.

“**Tanazul**” means a waiver by the Investor of their rights on the profit at the inception of the contract which will be effective on certain events.

## **2.0 GENERAL**

- 2.1 AFFIN TIA-i shall be based on the Shariah concept of Mudarabah. The Investor agrees that the Bank may and subject to Shariah requirements, due to (inclusive but not limited to) any change of laws and regulations, and approved by the Shariah Committee, change the underlying Shariah concepts of the AFFIN TIA-i, by giving twenty-one (21) days' notice to the Investor, either through the Investor's statement of account or by posting on the Bank's official website at AffinAlways.com or at our branches, or in any manner that the Bank deems appropriate.
- 2.2 Under the Shariah concept of Mudarabah, the Investor provides capital to be managed by the Bank. Any profit generated from the capital is shared between the Investor and the Bank according to a mutually agreed profit-sharing-ratio.
- 2.3 This STC shall be read together with the Generic Terms & Conditions Applicable for All Islamic Deposit Accounts / Products / Services (“**GTC**”) and the terms and condition for AffinAlways.com (“**online T&C**”) as well as the terms and conditions governing the respective products / packages / programs referred to in this STC. The GTC, online T&C and this STC are available at AffinAlways.com. If there is any inconsistency or discrepancy between the GTC, online T&C and this STC, this STC shall prevail to the extent of such inconsistency or discrepancy.
- 2.4 Investor confirms that the Investor has read, understood and agrees to be bound by this STC, the GTC and the online T&C (if applicable) for the time being in force which may be changed or amended by the Bank from time to time.
- 2.5 Definition of the Customer in the GTC shall include the Investor in this STC where applicable.
- 2.6 Words which refer to the singular shall include the plural and the same applies in the reverse (vice versa); and masculine gender shall include the feminine and neuter gender and the same applies in the reverse (vice versa).
- 2.7 Where there are two or more persons comprised in the term “the Investor” (if the Investment is opened or maintained in the name of more than one person), it shall refer to all instructions, agreements and obligations which are issued by and binding upon such persons jointly and severally. The Bank may act on such notices or instructions in accordance with the written mandate that the Investor gives to the Bank without enquiry. Any notice given by the Bank to the mailing address specified by the Investor in writing in accordance with the mandate for the time being in effect in respect of the account shall be sufficient notice to all the account holders.
- 2.8 Should the Investor appoint any authorised person or user(s), all references to “the Investor” shall also refer to the Investor's authorised person or user.
- 2.9 “Investor” means the Account Holder (whether singly or jointly) of the account and shall include their respective survivors, personal representatives, successors-in-title or assigns of the Investor.
- 2.10 Reference to time of a day shall be considered as reference to Malaysian time and reference to any law including any amendments to the law.
- 2.11 This is not a deposit product and is not protected by Perbadanan Insurans Deposit Malaysia (“PIDM”).

## **3.0 INVESTMENT OBJECTIVE AND VALUATION METHODOLOGY**

- 3.1 The Investor hereby provides the Bank with the unrestricted Mudarabah mandate, whereby the Bank has the right to make the investment decision on the Investment Fund without any particular restrictions or conditions imposed by the Investor.
- 3.2 The objective of AFFIN TIA-i is to provide stable return through low to moderate risk investment.
- 3.3 The Investment Fund will be invested in the Bank's Investment Asset. The Bank reserves the right to change the Investment Asset financing accounts allocation at any time when necessary to preserve the Investment Fund.
- 3.4 Any profit gained from the Investment is shared between the Investor and the Bank according to a predetermined PSR that has been mutually agreed on by the Bank and the Investor.
- 3.5 Any monetary losses incurred will be borne by the Investor, as long as such losses are not due to the Bank's misconduct, negligence or breach of specified terms.
- 3.6 The Bank will perform the valuation of the Investment Asset of the Investment on a monthly basis in accordance with sound industry practice and consistent with the Malaysian Financial Reporting Standards (MFRS).

## **4.0 INVESTOR SUITABILITY ASSESSMENT**

- 4.1 For AFFIN TIA-i placement over the counter:
  - (a) a prospective Investor must complete the Investor Suitability Assessment to assess the prospective Investor's suitability to invest in the Investment for each Investment.
  - (b) The Bank may decline any investment placement from a prospective Investor if the Bank is of the opinion that the Investment is not recommended for the prospective Investor due to the nature of the risk associated with the Investment and the prospective Investor's risk appetite or when any information requested by the Bank was not provided.
  - (c) Notwithstanding Clause 4.1(b) above, if the prospective Investor decides to proceed with the Investment, the prospective Investor shall indicate the intention in the Investor Suitability Assessment.

4.2 For AFFIN TIA-i placement via AFFIN Retail Internet Banking:

- (a) A prospective Investor must answer the online Investor Suitability Assessment to assess the prospective Investor's suitability to invest for each Investment.
- (b) The Bank shall decline any investment placement from a prospective Investor if the prospective Investor failed to answer all of the online Investor Suitability Assessment.

**5.0 AFFIN TIA-i ACCOUNT OPENING**

5.1 AFFIN TIA-i account opening is available over the counter at the Bank's branches or at AFFIN Retail Internet Banking at AffinAlways.com.

5.2 For AFFIN TIA-i placement over the counter:

- (a) AFFIN TIA-i and any associated services will be available to individual persons, sole proprietorships, partnerships, limited liability partnerships, companies, societies, statutory bodies and such other entities whose application for Investment is accepted by the Bank.
- (b) The Investor shall be given a Product Disclosure Sheet detailing the information on AFFIN TIA-i prior to the Investment placement.

5.3 For AFFIN TIA-i placement via AFFIN Retail Internet Banking:

- (a) The online AFFIN TIA-i account opening is only available via AFFIN Retail Internet Banking at AffinAlways.com for existing CASA-i and / or CASA customers.
- (b) The online AFFIN TIA-i and any associated services will be available to individual persons only, whose application for Investment is accepted by the Bank.
- (c) a Product Disclosure Sheet detailing the information on AFFIN TIA-i is made available to the Investor prior to the Investment placement.
- (d) The Investor shall acknowledge that the Investor has read, understood and agreed to the Product Disclosure Sheet and this STC prior to the Investment placement.

5.4 The Investor shall observe the minimum age requirement specified by the Bank from time to time. All Investors must complete the application form before the opening of AFFIN TIA-i with the Bank.

5.5 Any subscription into AFFIN TIA-i must be in Ringgit Malaysia or any other currency as may be determined by the Bank.

5.6 AFFIN TIA-i shall be opened with not less than the minimum tenure and initial Investment as determined by the Bank from time to time.

5.7 The acceptance and continuance of the AFFIN TIA-i and / or products / services offered under these STC shall be at the discretion of the Bank.

**6.0 PLACEMENT**

6.1 For AFFIN TIA-i placement over the counter:

- (a) Upon acceptance of an Investment by the Bank, the pay-in slip ("PIS") will either be machine validated, date-stamped or manually received under the signature of an authorised officer of the Bank. A duplicate copy of the PIS will be given to the Investor. Where the PIS is machine validated, the Investor should check the particulars printed on the slip before leaving the Bank's premises. If there is any error, the Investor shall immediately report it to the Bank.
- (b) Where any cheque(s) is deposited for placement, it shall be subject to the clearance of the cheque(s). The Bank is entitled to debit or revise the credited amount from the Investor's Account if:
  - (i) such cheques are dishonoured;
  - (ii) there are banking charges incurred;
  - (iii) the payment received by the Bank on such cheques is less than the amount credited into the Investor's Account; or
  - (iv) even after the Bank received payment, if the correspondent paying bank or any agent and sub-agent should at any time claim refund or recovery of such amount on any ground(s) (whether or not disputed), including without limitation the ground that the cheque, draft, money order, telegraphic transfer or other payment instruction or instrument was void, invalid or fraudulently issued, or in any other circumstances whatsoever resulting in the amount of such cheque, draft, money order, telegraphic transfer or other payment instruction or instrument or any part thereof being subject to an actual or potential claim for recovery or refund by any party.

6.2 For AFFIN TIA-i placement via AFFIN Retail Internet Banking:

- (a) The Investor shall make the placement by transferring the Investment Amount from the Investor's CASA / CASA-i via AFFIN Retail Internet Banking at AffinAlways.com only.

6.3 Every Investment shall only be considered valid if verified by the Bank staff, duly cleared and such deposit is entered into the Bank's records.

6.4 The Bank may refuse to accept any placement or withdrawals whenever there is a breakdown or failure in the online computer system affecting any branches of the Bank whether such breakdown or failure be total or partial.

## **7.0 INVESTMENT SLIP**

- 7.1 An Investment Slip will be issued to the Investor for each Investment placed with the Bank.
- 7.2 The Investment Slip shall be conclusive and binding upon the Investor unless the Bank is notified in writing of any errors / irregularities within seven (7) days of the date of the Investment Slip.
- 7.3 The Investor may view the Investment details via AFFIN Retail Internet Banking at AffinAlways.com.
- 7.4 Request by the Investor for reprinting of Investment Slip (in hardcopy) must be made in writing to the Bank.

## **8.0 JOINT ACCOUNT**

- 8.1 Joint account is opened for two or more persons. The Investor provides the Bank with a mandate cum indemnity for joint account (either or any or jointly) ("Mandate for Joint Account") upon opening of the joint account.
- 8.2 All agreements, obligations, powers, authorities and liabilities contained in this STC shall be considered to be joint and several to all parties. The Bank shall discharge its obligation to all by notifying any person named in the joint account.
- 8.3 The Bank shall act in accordance with the Mandate for Joint Account unless the Bank: -

- (a) receives ambiguous instruction in connection with the account;
- (b) prior to acting on the instruction from an account holder, receives contradictory instruction from another account holder;
- (c) becomes aware of any dispute;
- (d) receives instructions in connection with the closure of a joint account; or
- (e) in any other circumstances as the Bank deems appropriate;

thereupon, the Bank shall be entitled to decline to act and to insist to act only on the instructions of all the account holders. In all and any of the cases set out in this Clause, the Bank shall have no liability to any of the account holders for so acting or refusing to act.

- 8.4 The Investor agrees that in the event of death of any joint account holders:
  - (a) the doctrine of survivorship shall apply to any account opened in joint names of more than one person;
  - (b) the Bank is authorised to suspend or freeze the account and hold the monies in the account to the order/instruction of the surviving account holder(s) even though there are claims of any legal representatives. However, the Bank's right arising out of any lien, mortgage, charge, pledge, set-off, counterclaim or otherwise shall not be affected. Payment to any of the surviving account holder(s) shall be a complete discharge of the Bank from all liabilities; and
  - (c) the surviving 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 or fraud.
- 8.5 In respect of the Mandate for Joint Account (either or any or jointly), the Investor authorises the Bank:
  - (a) to receive monies, cheques, bills of exchange, promissory notes whether made payable to all or any one of the account holders from time to time to the credit of the joint account; and/or
  - (b) to act on any of the account holder's instructions in accordance with the written mandate given for the joint account and each account holder shall be jointly and severally liable for all transactions arising from such instructions;
  - (c) to debit the joint account(s) with any cheques, bills of exchange, promissory notes or orders for payment drawn, accepted or made by the account holders and to carry out any instructions given in connection with the joint account(s) notwithstanding that any such debiting or carrying out of such instructions may cause such account(s) to be overdrawn or any cashline-i thereof to be increased but without prejudice to the Bank's right to refuse or to allow the increase of the cashline-i limit;
  - (d) to close the joint account in accordance with the written notification, duly signed/authorised based on the Mandate for Joint Account.

## **9.0 PARTNERSHIP ACCOUNT**

- 9.1 In the case of a partnership Account, the first authority / mandate given shall remain in force until revoked in writing where such revocation must be duly acknowledged by the Bank.
- 9.2 Any change in the constitution or name of the partnership or any change in the partners of the partnership by death, bankruptcy, retirement or otherwise or the admission of any new partner(s) shall not be binding on the Bank until actual receipt of such change.
- 9.3 The Bank shall be entitled to treat the surviving or continuing partner(s) for the time being as having full power to carry on the partnership and to deal with its assets as if there has been no change in the partnership or where no actual notification is received.

## **10.0 PROFIT**

- 10.1 The profit rates quoted for AFFIN TIA-i shall be at the agreed PSR between Investor and the Bank.
- 10.2 Payment of Actual Profit:
  - (a) Actual Profit (if any) on existing AFFIN TIA-i of twelve (12) months and below is payable on maturity; and
  - (b) the method of calculation of Actual Profit shall be based on the actual number of days based on the simple profit formula.
- 10.3 The Bank may publish the Indicative Profit on the Bank's official website at AffinAlways.com or at our branches. The Indicative Profit is only a reference to the expected return that may be received and is not binding on the Bank. Any past performance is not indicative of future performance and likewise, a projection of future performance does not guarantee actual performance.

- 10.4 The Investor agree that if:
- (a) the Actual Profit is equivalent or below the Indicative Profit, the Actual Profit shall be shared based on the agreed PSR; or
  - (b) the Actual Profit exceeds the Indicative Profit, the Investor agrees to waive the excess profit and the excess amount shall be paid to the Bank.

#### **11.0 INVESTMENT PERFORMANCE REPORT**

- 11.1 The Investment performance report will be made available to the Investor in the Bank's website at AffinAlways.com either quarterly or such other intervals as may be determined by the Bank.
- 11.2 The statement of account is available at AffinAlways.com. For Joint Account, the statement of account is only available for the primary account holder named in the Investment Slip.

#### **12.0 REINVESTMENT**

- 12.1 The Investor has the option to automatically reinvest the Investment upon maturity as follows:
- (a) reinvest on the principal amount only:  
the principal balance will be reinvested back into the Investment at the Bank's prevailing Profit-Sharing-Ratio for the same Investment tenure. Any profit will be credited into:
    - (i) for AFFIN TIA-i placement over the counter:  
the Investor's CASA-i or CASA or any other current / saving account with other bank as instructed by the Investor; or
    - (ii) for AFFIN TIA-i placement via AFFIN Retail Internet Banking:  
the Investor's CASA-i or CASA.
  - (b) reinvest on the principal and profit:  
the principal balance and any profit will be reinvested back into the Investment at the Bank's prevailing Profit-Sharing-Ratio for the same Investment tenure.
- 12.2 The Investor may obtain the Investment Slip on each renewal at any of the Bank's branch.
- 12.3 If the Investor choose not to automatically renew the Investment, the principal balance and any profit will be credited into:
- (a) for AFFIN TIA-i placement over the counter:  
the Investor's CASA-i or CASA or any other current / saving account with other bank as instructed by the Investor; or
  - (b) for AFFIN TIA-i placement via AFFIN Retail Internet Banking:  
the Investor's CASA-i or CASA.

#### **13.0 WITHDRAWALS**

- 13.1 For AFFIN TIA-i placement over the counter:
- (a) Withdrawal shall be made by the Investor:
    - (i) during banking hours at the branches where the Account is maintained; or
    - (ii) at any branches of the Bank subject to any terms and conditions as may be imposed by the Bank.
  - (b) Withdrawal over the counter at the branches of the Bank made by the Investor 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 right to refuse the Investor's request for withdrawal if the Investor fails to fulfil the requirement under this STC, the GTC and / or as prescribed by the Bank from time to time.
  - (c) The withdrawal amount shall be credited into the Investor's CASA-i / CASA or any other current / saving account with other bank as instructed by the Investor.
- 13.2 For AFFIN TIA-i placement via AFFIN Retail Internet Banking:
- (a) Withdrawal shall be made by the Investor via AFFIN Retail Internet Banking at AffinAlways.com only.
- 13.3 No partial withdrawal is allowed.
- 13.4 Where AFFIN TIA-i is uplifted before maturity, the Investor agrees to forego or waive any profit from the date of placement until the date of upliftment under the Shariah principle of Tanazul. However, the Bank may, at its discretion pay certain portion of the Actual Profit to the Investor as hibah.
- 13.5 Subject to Shariah principle, the Bank shall have the ability to suspend any withdrawal under the following circumstances:
- (a) exceptional circumstances, considering the interest of the Investor, which includes but are not limited to:
    - (i) market-wide failures or financial / economic crisis such as stock-market crash or asset price crash;
    - (ii) operational issues such as wide-scaled blackout or system failure; or
    - (iii) force majeure; or
  - (b) exercised in the best interest of the Investor, where:
    - (i) Investment Asset cannot be liquidated at appropriate price and terms to honour withdrawal. For this purpose, the price for illiquid assets shall be obtained from or validated by independent third party, which may take place either before or after such suspension; and
    - (ii) interests of the Investor would be materially affected if dealings were not suspended.
- 13.6 The Bank reserves the right to amend, adjust, reverse or cancel any transaction or entry in the Investor's account and Investment Slip (including but not limited to debiting the Investor's Account) if the Bank is required to:
- (a) correct any error or omission; or

(b) return monies wrongly credited into the Investor's Account.

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

#### **14.0 INSTRUCTION**

14.1 If applicable, the Investor shall provide the Bank with a list of the names of authorised person(s) and the authorised person(s)' specimen signature(s). The Investor shall inform in writing of any change as specified in Clause 16, with a certified true copy of a resolution (where applicable) which shall be conclusive evidence.

14.2 The Investor shall ensure that any instructions and communications are accurate and complete, and the Investor's signature corresponds to that given in the specimen signatures. However, the Bank shall be entitled to refuse to accept or to act on an Investor's instructions or communications if the Investor's signature differs from that given in the specimen signature if the instructions or communication did in fact originate from the Investor

#### **15.0 BANK FEES AND CHARGES**

15.1 There is no fees and charges imposed by the Bank.

15.2 Notwithstanding Clause 15.1 above, the Bank reserves the right to impose and / or revise from time to time any fees and charges for an Investment Account and services by giving twenty-one (21) days prior notice to the Investor.

#### **16.0 CHANGE OF ADDRESS, SIGNATURE(S) OR PARTICULARS**

16.1 The Investor undertakes to advise the Bank immediately in writing of any change of address or signature(s), contact information or other particulars, failing which the Bank shall be discharged from all liability upon relying on the last known address, signature, contact information, particulars.

16.2 Any statement of account, correspondence or notice to the Investor may be delivered by hand, post, electronic means (including e-mail, short messages service (SMS), courier, personal delivery or in any mode and manner as the Bank deems appropriate to the Investor's last known address in the Bank's records. Any failure on the part of the Investor to notify any change of the Investor's particulars resulting in delay or return of any statement, correspondence and notice shall not affect the Bank's rights and entitlement under this STC.

16.3 The notices or other communications are given to the Investor:

- (a) in the case of post, five (5) days after the date of posting;
- (b) in the case of electronic mail or means, 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;
- (c) in the case of personal delivery, at the time of delivery; or
- (d) in the case of courier, at the time of delivery

16.4 For a notice or communication that is general in nature, it will be made available to the Investor through any manner the Bank deems fit including displaying it at the Bank's branches or publishing it on the Bank's website at AffinAlways.com. Such communication shall be effective on the stated effective date.

16.5 The last known postal address, e-mail address and contact number of the Investor shall be the correct postal address, e-mail address and contact number of the Investor in the absence of any acknowledged change of postal address, e-mail address and contact number by the Bank. The Investor must provide proof that the Bank has acknowledged receipt of the notification of the changes, if any.

16.6 The Investor is required to update the Investor's specimen signature, Personal Data Protection Act ("PDPA") consent, Foreign Account Tax Compliance Act ("FATCA") & Common Reporting Standard ("CRS") declaration when applicable or necessary. Otherwise, the Investor agrees the Bank is entitled to rely on the last known records.

#### **17.0 SERVICE OF LEGAL PROCESS**

17.1 To this Clause, "Legal Process" includes, but not limited to, any originating process such as writ of summons, originating summons, as well as any other forms of court pleadings, applications, orders, judgments, notices and any other documents that are required to be served under any written law.

17.2 The Investor agrees that the service of any Legal Process by registered post or by leaving a copy at the Investor's last known address stated in the Bank's application form or to such last known address notified by the Investor. The Legal Process shall be deemed to have been served on the day it was left at the address or five (5) days after posting.

#### **18.0 FREEZING / SUSPENSION / CLOSURE OF ACCOUNT**

18.1 The Bank may exercise its discretion to freeze, suspend, block or restrict the use of an Account 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 STC);
- (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 Investor breaches any provisions set out in this STC or other terms and / or conditions applicable to the Investor or any other agreement whether relating to the borrowing of funds or the granting of advances or credit or otherwise;
- (d) if the information / documents provided to the Bank 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 Investor;
- (f) if complaints had been made by third parties with local authority(ies) and / or the Bank that the Account has been used for 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 local authorities;

- (g) if there is any report against the Investor under the Anti Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLA") 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 Investor;
- (i) if the Investor dies or becomes insolvent, commits an act of bankruptcy, or in the case of the Investor being a company, a petition is presented for its winding up or a resolution is passed for its voluntary winding up; or
- (j) in the event of death of the Investor and such Account shall cease or be lifted upon presentation to the Bank of a grant of probate or letter of administration by the Investor's estate 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 Investor;
- (l) if the Bank is required to freeze, suspend or close the account by Bank Negara Malaysia ("BNM") / the authorities under any applicable laws; or
- (m) receipt of any garnishee order to show cause, injunctions, bankruptcy order, any court orders (Shariah or otherwise), Malaysian Anti-Corruption Commission ("MACC") orders and / or AMLA requirements.

In such event(s), the Bank shall not be liable for any damages suffered by the Investor as a result of such freeze, suspension or closure. The Bank shall also be at liberty to remove such freeze or suspension upon the receipt of court order to that effect.

- 18.3 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 Investor will be provided prior to the freezing / suspension / closure where it is lawful and practical to do so, or as soon as practicable, unless otherwise required by regulatory bodies / agencies / court orders.
- 18.4 The Bank's rights and entitlement under this STC shall continue to remain in full force and effect and shall survive any closure or suspension of the Account by the Bank.
- 18.5 Unless required by law or regulation, the Bank is not required to provide any explanation / reason for the freezing, suspension or closure of the Account.
- 18.6 The Investor cannot use the Account for any unlawful activities. If the Bank finds, suspects or have reasons to believe that the Investor'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; or
  - (b) in connection with the prevention of any unlawful activity (including but not limited to fraud, money laundering, terrorist related activity, bribery, corruption, tax evasion); or
  - (c) for the enforcement of any economic or trade sanction.
- 18.7 The actions that the Bank may take include immediately closing the Account, lodging reports with the relevant authority(ies) / body(ies) and taking such actions as the Bank considers appropriate.
- 18.8 If there is any payment obligation by the Bank to the Investor 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 Investor, by ordinary post, to the Investor'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.

## **19.0 CLOSURE OF ACCOUNT**

- 19.1 For AFFIN TIA-i placement over the counter:
- (a) The Investor may close any or all of the Account(s) by giving written notice to the Bank. For joint accounts where the Account is designated as "either / or to sign", any one party can close the Account per the mandate given by the Investor at the opening of the Account.
- 19.2 AFFIN TIA-i placement via AFFIN Retail Internet Banking:
- (a) The Investor may only close any or all of the Account(s) at AFFIN Retail Internet Banking at AffinAlways.com.

## **20.0 INDEMNITY**

- 20.1 The Investor undertakes to indemnify the Bank against all claims, damages, demands, actions, proceedings, losses and expenses (including legal costs as between solicitors and own client) and all other liabilities of any nature or description which may be made, taken, incurred or suffered by the Bank in consideration of the Investor's Account(s) maintained with the Bank. The indemnity applies in relation to the provision of any services by the Bank pursuant to this STC, the acceptance of any instruction given by the Investor or breach by the Investor of any provisions of this STC. However, where such expense, loss, damage or liability is directly attributable to the default, negligence or fraud of the Bank, the Investor will not be responsible. The liabilities of the Investor shall be continuing and shall remain in full force and effect until the liabilities of the Investor to the Bank are fully discharged.
- 20.2 The Bank shall bear and shall fully indemnify the Investor for any losses, damage, liabilities, costs, claims, charges, expenses, actions or demands which may be due to or arising from the Bank's misconduct, negligence, default, omission, fraud or non-compliance of regulatory requirements.
- 20.3 Neither party shall be liable for any failure of the other Party to duly and punctually perform any of its respective duties or obligations under this Agreement.

## **21.0 LAW**

21.1 This STC shall be governed by and construed in accordance with the Laws of Malaysia.

21.2 The Investor agrees to submit to the jurisdiction of the courts in Malaysia.

## **22.0 SHARIAH COMPLIANCE**

22.1 The Investor hereby agrees and confirms that the Account and any transaction entered into pursuant to the Account are subject to and in conformity with Shariah principles, as ascertained by the Shariah Committee of the Bank or Shariah Advisory Council of Bank Negara Malaysia ("SAC") and / or any other authority having jurisdiction over the Bank.

22.2 If any question concerning Shariah matter arises in any proceedings relating to the Account and any transaction entered into pursuant to the Account before any court or arbitrator, the court or the arbitrator, as the case may be shall:

- (a) take into consideration any published rulings of the SAC; or
- (b) refer such question to the SAC for its ruling.

22.3 Any such rulings made by the SAC shall be final and binding among the Investor and the Bank and the court or arbitrator making a reference to the SAC.

## **23.0 RULES & REGULATIONS**

23.1 Wherever applicable, the Investor shall comply with the Foreign Exchange Policy Notices ("FE Notices") issued by BNM in respect of any transactions, including overseas transactions.

23.2 The Investor authorises the Bank to take any steps to comply with the relevant and prevailing FE Notices and any rules issued by BNM as the "Exchange Control Authority" from time to time in respect of any relevant transactions.

23.3 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 Investor consents to the same and agrees that the Bank, its officers and employees shall be under no liability for making such reports.

23.4 The Investor shall comply with any rules, regulations and guidelines issued by BNM and / or other relevant regulatory bodies to which the Investor is or will be subject from time to time.

## **24.0 DISCLOSURES**

24.1 The Investor agree and permits the Bank to disclose any information relating to the Investor and the Investor's Account or dealing relationship with the Bank, including but not limited to details of the Investor's Investment Account(s), any facilities and security taken, transactions undertaken and balances and positions with the Bank ("Account and Facility") to the following persons (including to the persons set out in Schedule 11 (Permitted Disclosures) of the Islamic Financial Services Act 2013:

- (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 Investor's information following disclosure may be collected, held, processed or used by any Related Party in whole or in part outside of Malaysia;
- (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 and Facility;
- (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 Account and Facility;
- (d) any financial institution with which the Investor has or proposes to have dealings;
- (e) the Central Credit Unit, CCRIS, CTOS, Financial Intelligence Unit, BNM 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;
- (f) any party or authority, if required by any law, regulation or by-law or pursuant to any order from any court of competent jurisdiction;
- (g) to the Employees Provident Fund, in the event withdrawal of Investments are made by the Investor in relation to the Account and Facility; or
- (h) any security party of the Account and Facility.

24.2 The Investor acknowledges that any information disclosed by the Bank to the persons set out in this Clause 24.1 above is disclosed in good faith. The Bank shall not be liable to the Investor 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.

## **25.0 PRIVACY CLAUSE**

25.1 The Investor confirms that the Investor has read, understood and agree to be bound by the terms of the Bank's Privacy Notice ("PN") of the Bank. The Investor agrees and authorises the Bank to collect, process, disclose, transfer, maintain, store and retain the Investor's personal data in accordance with the PN. For avoidance of doubt, the Investor agrees that the PN is to be incorporated by reference into this STC.

25.2 Please refer to the Bank's GPN available by walk-in at any of the Bank's branches or on the Bank's website at [AffinAlways.com](http://AffinAlways.com) or [affingroup.com](http://affingroup.com).

## **26.0 TAX**

26.1 Any sum specified or payable under these STC is exclusive of applicable taxes. The Bank's charges do not include any future taxes that may be imposed. If a new tax or levy is implemented, the Bank is entitled to recover from the Investor any such taxes

or levies imposed by laws or regulations (including any amendments thereto) on fees, charges, or services related to the Investor's account and/or facilities with the Bank.

## **27.0 FORCE MAJEURE**

- 27.1 Force Majeure means any cause beyond the reasonable control of the Bank. Force Majeure events include 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, war, restriction imposed by legislation, order, rule or regulation of a government entity or any monetary or exchange control restrictions.
- 27.2 The Bank shall not be liable to the Investor 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 in this STC or to provide any of the services; or
  - (b) if the funds credited or debited from the Investment becomes inaccessible or diminish in value.
- 27.3 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 and prevailing at the material time.

## **28.0 CHANGE OF TERMS AND CONDITIONS**

- 28.1 The Bank shall have the right to review and revise any of the terms and conditions under this STC (other than the investment strategy such as Investment Objective) from time to time by giving out twenty-one (21) days prior notice, via posting on the Bank's website or written notice to the Investor. The Investor 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 Investor under this STC.
- 28.2 If the Investor is not agreeable to the changes / amendments, the Investor shall notify the Bank of the same within twenty-one (21) days of the notification. The Investor can terminate the banker-investor relationship with the Bank by closing the Investor's Account(s) with the Bank.
- 28.3 If the Investment is withdrawn in accordance with Clause 28.2 above, the Investor shall waive its right to receive any unpaid accrued profit (if any) calculated up to the date of withdrawal.
- 28.4 The Investor agrees to accept and abide by any changes or amendments to this STC (other than the investment strategy such as Investment Objective) including any new terms and conditions which the Bank may impose, at its discretion.
- 28.5 This STC shall be subject to and governed by the rules, regulations and guidelines from time to time issued by BNM, the Association of Islamic Banking and Financial Institutions Malaysia ("AIBIM") and other relevant bodies made pursuant to applicable laws.
- 28.6 Notwithstanding the above, any changes made pursuant to laws or regulations will take effect immediately.

## **29.0 DECLARATION**

- 29.1 The Investor acknowledges that the Bank may be required to carry out due diligence upon opening of Account or from time to time. The Investor agrees to accept and sign such forms or declarations including PDPA consent form, FATCA / CRS declaration form and any other forms or declarations requested by the Bank. If the Investor refuses to do so, the Bank may suspend, close or refuse to proceed with the opening or maintenance of the Account.
- 29.2 The requirements under PDPA / FATCA / CRS form part of the terms and conditions governing the Investor's relationship with the Bank and shall be binding on the Investor to the extent it applies to the Investor.
- 29.3 The Bank and its related companies and affiliates are subject to and required to or have agreed to comply with FATCA Reporting Requirement ("FATCA Reporting Requirement"). In view of this, the Bank is required to collect information on each of its Investors under the FATCA Reporting Requirement. If the Investor is a U.S. Person as defined under FATCA, the Bank may need to furnish the Inland Revenue Board of Malaysia ("IRBM") with the Investor's account information, which may then be shared with the U.S. Internal Revenue Service ("IRS").
- 29.4 The Bank and its related companies and affiliates are required to comply with CRS Rules ("CRS Reporting Requirement"). The Bank is required to collect information on the Investor's tax residence(s) under applicable tax regulations. If the Investor is not a tax resident of Malaysia, the Bank may need to furnish the IRBM with the Investor's account information, which may then be shared with other tax authorities of the CRS participating jurisdiction.
- 29.5 The Investor confirms that the declaration given under FATCA / CRS or any other declarations required by the Bank is true, correct and complete.
- 29.6 The Investor 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 Investor authorise the Bank to disclose to such tax authorities or such party any information required.
- 29.7 The Investor 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.
- 29.8 The Investor shall be responsible for complying with such regulations and limits, and amendments. The Investor agrees to indemnify against all claims, liabilities and damages arising from the Investor's failure to comply unless such claims, liabilities and damages arises directly from the Bank's default, negligence or fraud.
- 29.9 The Investor shall be responsible for any violation or non-compliance of such regulations and any amendments to such regulations.

## **30.0 WHISTLE-BLOWING & BUSINESS ETHICS**

- 30.1 Upon having knowledge of any director, officer or employee of the Bank, directly or indirectly, asking for or receiving from the Investor or the Investor'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 e-mail to [whistle\\_blowing@affinalways.com.my](mailto:whistle_blowing@affinalways.com.my) of the same.

- 30.2 The Investor undertakes that neither the Investor nor its Affiliate nor anyone acting on the Investor's direction or authority shall (whether before, during or after the termination 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 favour or disfavour to any person, in relation to the account.
- 30.3 In the event there is evidence that the Investor or its Affiliate or anyone acting under the Investor's direction or authority is in breach of Clause 30.1 or 30.2, the Bank may terminate the Account(s) (without prejudice to the Bank's other rights and remedies under the law) by giving written notice to the Investor. 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 Investor.
- 30.4 Subject to any regulatory permitted disclosures or other clauses allowing disclosure in this GTC, 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.
- 30.5 The Investor shall also whistle-blow in the event of any malpractice or wrong-doing by any staff, contractors, vendors, third parties or agents of the Bank. Kindly refer to the Bank's Whistleblowing Policy in [AffinAlways.com](http://AffinAlways.com) for compliance purposes.
- 30.6 **'Affiliate'** means in relation to corporate Investor, any person or entity owned and controlled directly or indirectly by the Investor, or any person or entity that controls the Investor directly or indirectly in any way whatsoever; and
- 30.7 **'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.
- 30.8 The Investor 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 alert the commission of any unethical action including any appearance or impression to such effect.

### **31.0 ANTI-MONEY LAUNDERING AND SANCTIONS**

- 31.1 The Investor 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.
- 31.2 The Bank is not obligated to proceed with any investment placement until the Bank has received the said information from the Investor and verified the same to the Bank's satisfaction.
- 31.3 The Investor 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 Investor.

### **32.0 MISCELLANEOUS**

- 32.1 In the event of complaint relating to the Account, the Investor may lodge a note with the respective branch where the Account is maintained. Alternatively, the Investor may complete the Online Feedback Form which is available at [AffinAlways.com](http://AffinAlways.com) or by email to [yourvoice@affinbank.com.my](mailto:yourvoice@affinbank.com.my).
- 32.2 The Bank is entitled not to act on any Power of Attorney ("PA") of the Investor unless the attorney and the Investor are present to conduct the first transaction at any of the Bank's branches using the PA. The PA must also allow withdrawals, placement 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 Investor is reminded to read and understand the terms and conditions of this STC. If there are any terms and conditions in this STC that the Investor does not understand, the Investor is advised to seek independent advice and / or discuss further with the Bank's representative.**

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

#### **WARNING:**

**THE RETURNS ON THIS INVESTMENT ACCOUNT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSETS. THE PRINCIPAL AND RETURNS ARE NOT GUARANTEED AND INVESTOR RISKS EARNING NO RETURNS AT ALL. IF THE INVESTMENT IS REDEEMED EARLY, INVESTOR MAY SUFFER LOSSES IN PART OR THE ENTIRE PRINCIPAL SUM INVESTED.**

**THIS INVESTMENT ACCOUNT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.**