

## Terms and Conditions

The following Terms and Conditions shall apply to this website and the products and services of Affin Bank Berhad and Affin Islamic Bank Berhad (collectively "the Bank") contained in this website. By accessing any part of this website and/or using its services, you ("the Customer") agrees to be bound by these terms and conditions without limitation or qualification.

It is important for the Customer to read these Terms and Conditions carefully before using any of our Online Banking Services. The Customer is to note that the customer's access or use of this website shall be at the Customer's own risk and initiative, and the Customer shall also be responsible for the compliance of all applicable laws.

### 1. Governing Terms and Conditions

1.1 All products and services of the Bank in this website are subject to the terms and conditions of the applicable agreements governing their use. These Terms and Conditions are meant to regulate your access to this website and they are to be read together with the applicable terms and conditions governing any transaction(s), product(s) and/or service(s) provided in this website. In the event of conflict between these Terms and Conditions and the terms and conditions governing the relevant transaction(s), product(s) and/or service(s) provided herein, the latter will prevail but only to the extent of such conflict.

1.2 All transactions and dealings effected by using the services are subject to these Terms and Conditions and other related terms issued by the Bank including (but not limited to) the Disclaimer, Client Charter, Privacy and Security Policy, Terms of Use on the Internet site of the Bank where the services are provided and the User Guide (collectively, 'Terms and Conditions'). All other terms and conditions governing the relevant accounts, transactions, dealings, services, product information, goods, benefits or privileges shall continue to apply but where there is any discrepancy, the Terms and Conditions shall prevail for the purposes of the services.

### 2. Definitions

In these Terms and Conditions, unless the context requires otherwise, the following words and expressions shall have the following meaning:

- **'Access Number'** means all the personal authorization codes required to gain access to affinalways.com which include :
  - ATM card number and PIN ; or
  - Credit Card number and PIN : or
  - Virtual Card and PIN allocated to you
- **'Account'** means one or more of the Customer's valid savings, current, credit card, loan, investment, fixed deposit or any other accounts with the Bank which may be accessed through the affinalways.com as may be determined by the Bank from time to time.

- **'The Bank'** means Affin Bank Berhad & Affin Islamic Bank Berhad companies incorporated in Malaysia having its registered office at Level 19, Menara AFFIN, Lingkaran TRX, Tun Razak Exchange, 55188 Kuala Lumpur, Wilayah Persekutuan Malaysia and includes any of or all its related subsidiaries, associates, affiliates and holding company and its successors in title, assigns, legal representatives, and where applicable to any of them.
- **'affinalways.com'** means the internet banking website which the Customer may access through the use of a personal computer terminal, modem and/or any other telecommunication device, over the Internet, upon the correct input of the Customer's Username and Password in accordance with these Terms and Conditions or any other rules and regulations determined by the Bank.
- **'AffinSecure'** means the digital mobile security app designed to authenticate transactions and activities perform in AffinAlways.com and Mobile Banking Application
- **'Banking Services'** means products and services of the Bank are made available to you on this website.
- **'Business Day'** means any official days that the Bank's Head Office in Kuala Lumpur is open for business.
- **'Bill'** means the latest bill, invoice, notices, form and/or payment demand received by the Customer from a Payee Corporation.
- **'Challenge Question'** means the additional layer of security to authenticate your identity when you access AffinAlways or perform transactions (when necessary).
- **'Customer'** means the person or persons in whose name(s) the Account(s) is/are maintained with the Bank and to whom the Bank has agreed to provide affinalways.com services and where applicable, the Customer's successors in title, heirs, assigns or legal representatives.
- **'Instructions'** means instructions given by the Customer in respect to the Customer's Account(s) via the affinalways.com.
- **'Internet'** means the global network computers, telecommunications and software which facilitate communication between customer's computer to any similar devices and the bank servers, to perform transaction between you and Affin Bank.
- **'Mobile Banking Application' or 'Application'** means the software application to be downloaded and installed by you in your Mobile Device for your specific access to the Mobile Banking Service, as may be designated for use by the Bank from time to time.
- **'Network Service Provider'** means any Internet service provider or any commercial online service provider providing connections to the Internet in addition to its own proprietary network.
- **'Password'** means a unique string of characters keyed in by the Customer in order for affinalways.com website to authenticate the Customer's access.
- **'Username'** means the unique name made up a by string of character chosen by Customer, which must be keyed in by Customer together with Password in order to gain access to affinalways.com.
- **'Payee Corporation'** means those corporations, companies, entities or bodies approved by the Bank from time to time and displayed on the affinalways.com Bill Payment screen.
- **'Ringgit Malaysia or MYR'** means the lawful currency of Malaysia.

- **'Terms and Conditions'** means these Terms and Conditions governing the use of affinalways.com.
- **'Transaction Authentication Code (TAC)'** means the second layer six-digit security code implemented to perform first time login and profile maintenance.
- **'Transaction History'** means the list of all confirmed/successful transaction(s) effected on your accounts and which may be viewed using affinalways.com for a period of time determined by the Bank.
- **'Third Party Account'** means other account(s) that may or may not belong to you, maintained at the Bank or other bank(s), payee corporations, affiliates and establishment which you can credit funds to or make payments using affinalways.com.
- **'Website'** means affinalways.com or any other address as shall be determined and notified by the Bank from time to time. Use of the expressions 'we', 'us' 'the Bank' and 'our' means the Bank, while use of the expressions 'you' or 'your' means the Customer and any third party authorised by the Customer to access this Website and use of affinalways.com.

2.1 Interpretation words incorporating the singular shall include the plural and vice versa. Words incorporating the masculine gender shall include the feminine and neuter gender and vice versa. Any banking term not specifically defined or described herein shall be construed in accordance with the general practice of banks and financial institutions in Malaysia. In the event of conflict in the interpretation of this Terms and Conditions in any language, the English version shall prevail. However, where the Customer request for the Bahasa Malaysia ('BM') version to be used, then the BM version shall prevail.

### **3. The Agreement**

3.1 These Terms and Conditions and all supplements, amendments and variations in this document shall collectively constitute the agreement between the Customer and the Bank ('the Agreement') and shall apply to all the affinalways.com and Mobile Banking Application services. The Terms and Conditions operate in conjunction with the respective terms and conditions and rules and regulations applicable to the Account(s) of the Customer. The Customer confirms that he has read and understood the Terms and Conditions of this Website. In the event there are any Terms and Conditions that the Customer does not understand, the Customer is hereby advised to discuss further with the Bank's staff, representative or agent.

3.2 In the event of any conflict or inconsistency between the Terms and Conditions herein and the terms and conditions and rules and regulations governing the relevant Account(s), the latter shall prevail for purposes of interpretation and enforcement but only to the extent of such conflict or inconsistency.

### **4. Disclaimers**

4.1 The Bank has taken reasonable care to ensure the accuracy of information materials and content given directly and exclusively by the Bank. However, the information, materials and contents provided



by the Bank on this website are provided on an 'as is' basis and are of a general nature and shall be subject to the Customer's obligation to take independent legal, financial or other advise as the Customer shall deem necessary.

4.2 Neither the Bank, nor any other parties involved in the creation, production or delivery of the affinalways.com and Mobile Banking Application assume any responsibilities with respect to the Customer's use of the Website. No oral or written information or advice given by the Bank, its agents or the employees shall create a warranty or in any way increase the scope of this warranty, and the Customer shall not rely on any such information or advice.

4.3 Information submitted via Alert/Reminder/email Service will be transmitted securely. However, for confidentiality reasons, the Bank is unable to act on any transactional instructions or reply to account related issues via email or other feedback form. Please note the alert/reminder/email service is system generated and provided as an added value service for your convenience. The Bank is not responsible for the validity of your email addresses or delivery of the messages.

## **5. Links**

5.1 The links from or to websites outside this Website are provided for convenience only. As such linked websites are under the control and ownership of third parties, the Bank shall not accept any responsibility or liability for the access to such links, nor the products, services, information, materials or contents of such websites. Also, the Bank does not warrant and is not responsible for the status of such links or any links contained in a linked website nor the products, services, information, material and/or contents therein. Furthermore, the links provided in the Website shall not be considered or construed as an endorsement or verification of such linked websites or the contents therein by the Bank.

5.2 When the above links are accessed, the Customer will exit from the Website and the Bank's Privacy Policy as well as the Bank's Client Charter shall cease to apply. The Customer is subject to the conditions of access and/or privacy policy of such linked websites and the Customer hereby agrees that the Customer is accessing such linked websites at the Customer's own risk.

5.3 You shall bear all risks and assume responsibility for accessing these other websites or portals through the links provided on the Website/Application and we shall not be liable for any loss or damage that may be incurred as a result of such access.

## **6. Confidentiality of User ID(s), Password(s), Pin(s) and Challenge Question(s)**

6.1 The Customer shall be responsible for the implementation of all reasonable security measures and the exercise of all precautions to safeguard the retention of the User ID(s), Password(s), PIN(s) and Challenge Question(s). The Customer shall not reveal or cause to be revealed the User ID(s), Password(s), PIN(s) and Challenge Question(s) and including any changes thereof to anyone, including the staff of the Bank, under any whatever circumstances.



6.2 If the User ID(s), Password(s), PIN(s), or Challenge Question(s) is/are discovered or is/are suspected of being known to any unauthorized personnel or third party, the Customer shall personally take immediate steps to change the User ID(s), Password (s), PIN (s) or the Challenge Question(s) as the case may be. The Customer further agrees to inform the Bank immediately.

6.3 Visually Impaired customers shall ensure that their authorised personnel who have been issued with the User ID(s), Password(s), PIN(s) and/or Challenge Question(s) comply with the provisions of clauses 6.1.

## **7. Access and Use of affinalways.com Service**

7.1 Application for subscription to the affinalways.com service shall be subject to the Customer maintaining an existing and valid Account with the Bank and further subject to such eligibility criteria that the Bank shall deem or consider fit. The Bank will provide valid reasons for any rejection of a Customer's application.

7.2 Use by the Customer of the affinalways.com and Mobile Banking Application service at any time and from time to time shall indicate to the Bank the Customer's acceptance and agreement and continued acceptance and agreement of the provisions of the Terms and Conditions and of the risks in conducting any transaction over the Internet.

7.3 All registration to affinalways.com service shall be subjected to these Terms and Conditions.

7.4 Upon your successful registration, the Bank reserves the right to determine the scope of functions, services and Accounts that will be made available to you in affinalways.com.

7.5 Upon the successful registration at affinalways.com Website or/and Mobile Banking Application, the Customer's access to affinalways.com or/and Mobile Banking Application will be deemed or considered to have been activated.

7.6 For the first time login, the Customer is required to choose and create his/her unique Username and Password. For security, Customers are advised to change their Password from time to time.

7.7 The Customer shall immediately notify Affin Bank Group in the event the Username and/or Password have been compromised in any manner whatsoever.

7.8 Access by the Customer to the affinalways.com and Mobile Banking Application shall be deemed or considered to have been activated and all instructions and transactions issued after activation shall be attributed to the Customer upon successful login of the Username and Password notwithstanding that such access, instruction or transaction may have been made by authorized third party. The Bank and/or third party service providers shall be entitled to carry out any instruction or transaction and/ or rely on any instruction or information provided in connection with the Customer's Username and Password as if the Customer had transacted it and/or provided the information.

7.9 The Customer is deemed or considered to agree that instructions or transactions received by the Bank are irreversible when received completed or relied upon by the Bank. Instructions received by the Bank during Business Hours where applicable shall be effected on the same day provided that it shall be



in accordance with normal banking practice, or such other date and/or time as the Bank may from time to time determine having regard to the general practice of bankers. The Bank may at its discretion refuse to carry out any of the Customer's instructions or transactions where such instructions or transactions are inconsistent with the Bank policy or any law or any rules or regulations to which the Bank is subject to or for any other reasons. Except for such valid reasons, the Bank is hereby authorised to comply with instructions received from customer via [affinalways.com](http://affinalways.com)

## **8. Availability Of Services**

8.1 The [affinalways.com](http://affinalways.com) website and Mobile Banking Application is intended to be available 24 hours, 7 days a week unless otherwise specified in these Terms and Conditions or in the Website. However, the Customer acknowledges that at certain times some or all of the [affinalways.com](http://affinalways.com) service may not be accessible due to system maintenance or other reasons or causes which are beyond the control of the Bank. The Customer acknowledges that notwithstanding any provisions herein the Bank does not warrant that [affinalways.com](http://affinalways.com) will be available at all times without interruption.

8.2 In the event that any or all of the [affinalways.com](http://affinalways.com) and Mobile Banking Application service are not accessible for whatever reasons, the Customer agrees to use alternative means, including but not limited to automated teller machines, all self-service machines and branches or authorized agents of the Bank, to issue such instructions as shall be desired by the Customer at the material time.

8.3 In the event the above occurs, the Bank shall not be liable for any damages or losses suffered by the Customer thereof.

## **9. Transactions & Instructions**

9.1 Customer responsible to check all transaction alerts in and timely manner and to check account balances, statements of any bank account and/or designated payment on a regular basis, to detect of any unauthorized transaction, error or discrepancy.

9.2 In the event that the Customer detects that a transaction or instruction has not been accurately or completely received or processed by Affin Bank Group, the Customer shall inform the Bank immediately after the transmission of relevant transaction or instruction.

9.3 Once an instruction has been given, it cannot be cancelled or amended. However, upon the Customer's request, the Bank may, at its discretion, (but shall not be obligated to) agree to revoke, cancel, reverse or otherwise amend any earlier instruction on a best effort basis. All costs and charges incurred by the Bank in implementing any such requests shall be borne by the Customer and may be debited from the Customer's Account(s) as the Bank deems or considers fit.

9.4 For transactions and instructions initiated which require input of information including but not limited to credit/charge/debit card information, account number, bill number and any other information, it is agreed that the input will be as accurate as possible with all the required information.



The Bank will not be liable for any consequences arising from the Customer's failure to provide accurate and complete information.

9.5 For transaction relating to the debiting of a Credit, or Debit Card (the Card), the Customer warrants that all information provided in respect of the Card is accurate and the Card is issued in the name of the said Customer, whether as a principal cardholder or as a subsidiary cardholder and that the Customer is fully authorized to perform transactions on the Card. The Customer further warrants that the Card is genuine, valid and recognized by the Bank.

9.6 You agree that all transactions made via [affinalways.com](http://affinalways.com) and Mobile Banking Application that requires the debiting of a Credit, or Debit Card is subject to final approval from the issuing bank. Where the approval is denied or delayed by the issuing bank, the Bank shall not be responsible for any delay or failure to effect the transaction or instructions

9.7 You are aware and understand that any transactions in foreign currency or involving non-resident(s), is subject to Bank Negara Malaysia's requirement on Foreign Exchange Administration Rules and regulations applicable in the country where payment is to be made. You undertake to at all times comply and be responsible for your compliance with the prevailing Central Bank of Malaysia (BNM) Notices under the Foreign Exchange Administration Rules as made available in BNM's website at [www.bnm.gov.my](http://www.bnm.gov.my)

You are fully aware that the Bank shall be entitled to sight and request any documentary evidence with regards to the transaction, including invoice and approval letters from the relevant authorities.

The Bank shall have the discretion, without assigning any reason whatsoever, to refuse/ reject/ cancel/ decline any transaction or instruction if the Bank suspects that such transaction or instruction is not in compliance with applicable law (including 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.

## **10. Funds Transfer**

10.1 The Bank is irrevocably and unconditionally authorized by you to act on all transfer(s)/recurring payment(s) instructions (in whatever form) received in respect of your Account(s) maintained by the Bank or Third Party Account(s), and to debit your Account(s) with any charges thereof.

10.2 Transferring of funds via the [affinalways.com](http://affinalways.com) website and Mobile Banking Application from your accounts to your own accounts within the Bank as well as to third party accounts in the Bank shall be effected immediately upon successful authentication of your Username and Password, as the case may be. In some cases, you may be required to give further authentication via AffinSecure and/or Challenge Question as an additional layer of security.

10.3 For transferring of funds to another bank via [affinalways.com](http://affinalways.com) and Mobile Banking Application, you acknowledge that the crediting of funds may be subjected to further terms and conditions of the receiving bank and that the Bank will not be liable for any delay or rejection by the other bank.



10.4 The list of other banks you can transfer funds to using [affinalways.com](https://affinalways.com) and Mobile Banking Application is subject to changes and you agree that the Bank is not liable for any loss or consequence that you may suffer arising from the change which may occur from time to time.

10.5 For Fund Transfer instructions where the Customer is transferring funds to a Third Party account maintained with the Bank, such transfer shall be subject to such maximum daily limit and conditions as are imposed and/or revised by the said company in the Bank or relevant authorities at their absolute discretion with 21 calendar days prior notice.

## **11. Bill Payment**

11.1 The list of Payee Corporations offered in [affinalways.com](https://affinalways.com) and Mobile Banking Application is subject to change by the Bank with 21 calendar days prior notice and that the Bank can, with notification post on the website, make additions, deletions and amendments. The Bank shall not be liable for any loss or damage, which you may suffer as a direct or indirect result of the Bank 's actions unless directly caused by the Bank's negligence, default or fraud.

11.2 You acknowledge that the Bank only acts as a collection agent of the Payee Corporation and that your Bill Payment may be subject to the respective Payee Corporations' procedure and terms and conditions. The Bank 's commitment is to the extent of debiting your account and remit the payment to the Payee Corporation within the stipulated time as per your instruction PROVIDED that all information required by the Payee Corporation has been accurately entered and transmitted by you to [affinalways.com](https://affinalways.com) and Mobile Banking Application. The Bank is not responsible for any rejection of payment by the Payee Corporation due to any reason whatsoever.

11.3 The Customer shall allow at least three (3) days for receipt of payment by the Payee Corporation.

## **12. e-Statement**

12.1 e-Statements of Accounts be provided to you periodically in accordance with its applicable statement cycle (if any) or from time to time at the Bank's discretion, via the Service when you connect to [affinalways.com](https://affinalways.com) and Mobile Banking Application.

12.2 You are required to verify the accuracy and completeness of each statement of account received from the Bank and inform the Bank within fourteen (14) days from the last day of the statement of any discrepancies, omissions, inaccuracies or incorrect entries, failing which such statement of account shall be deemed or considered correct, accurate and complete as well as conclusive and binding on you.

## **13. Copyright and Trademark**

Unless otherwise indicated, all contents, copyrights, trademarks/ service marks, patents, logos and other intellectual property rights of the Bank or others in the Website, [affinalways.com](https://affinalways.com) and Mobile Banking Application (including, but not limited to, all information, details, graphics, data, files, text,



sound recordings and the sequence and arrangement of the same) shall at all times vest and remain vested in the Bank, or the relevant third party proprietor as the case may be. No part or parts of this Website may be reproduced, copied, modified, distributed, published, transmitted, stored, performed, licensed, sold or altered without the prior written consent of an authorised person of the Bank or the relevant third party proprietor as the case may be.

You also may not, without the Bank 's expressed prior written consent, insert a link to this Website on any other website, frame or 'mirror' any material contained on this website on any other server.

Any such unauthorised reproduction, retransmission or other copying or modification of any of the contents of the Bank 's website may be in breach of statutory or common law rights which could be the subject of legal action.

The Bank disclaims all liability which may arise from any unauthorised reproduction or use of the contents of the Bank 's Website.

#### **14. Right to Set-Off**

The Customer hereby agrees that the Bank with 7 days prior notice recover from the Customer by way of set-off any monies owing to the Bank as a result of or incidental to the transactions executed through the affinalways.com and Mobile Banking Application. The Customer shall not hold the Bank responsible for any claims arising out of the Bank's exercising its right of set-off.

#### **15. Group Privacy Notice**

15.1 The Customer hereby confirm that the Customer has read, understood and agreed to be bound by the ABB Group Privacy Notice as may relate to the processing of the Customer's personal information. For the avoidance of doubt, the Customer agrees that the said Group Privacy Notice shall be deemed to be incorporated by reference into these Terms and Conditions.

15.2 In the event the Customer provides personal and/or financial information relating to third parties, including information relating to the Customer personal reference and dependents for the purpose of opening or operating the Customer account(s)/facility(ies) with us or otherwise subscribing to our products and services, the Customer:

- confirm that the Customer has obtained their consent and/or are otherwise entitled to provide this information to us and for us to use it in accordance with these Terms and Conditions;
- agree to ensure that the personal and financial information of the said third parties is accurate; and
- agree to update the Bank in writing in the event of any material change to the said personal and financial information.

15.3 Where the Customer instructs the Bank to effect any sort of cross border transaction (including to make or receive payments), the details relevant to the cross border transaction (including information

relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Bank and/or the Bank's agents to enter into any cross border transaction on the Customer behalf, the Customer agrees to the above said disclosures on behalf of the Customer and others involved in the said cross border transaction.

15.4 The Customer acknowledges that certain communications such as statements of account and the Bank's websites contained standard information regarding the Bank other products and services that cannot be removed without affecting the delivery/provision of the Bank's services and/or products, the operation of the Customer's account(s) and/or facility(ies) with us, and/or additional costs to the Customer.

15.5 The Bank may use a credit reference agency to help make decisions, for example when the Bank needs to:

- check details on applications for credit and credit related or other facilities;
- manage credit and credit-related accounts or facilities, including conducting reviews of the Customer's portfolio(s); and/or
- recover debts.

15.6 The Customer will be linked by credit reference agencies to any other names the Customer use or has used, and any joint and several applicants. The Bank may also share information about the Customer and how the customer managing the customer's account(s)/facility(ies) with relevant credit reference agencies.

15.7 The Bank reserves the right to amend this clause from time to time but shall provide 21 calendar days prior notification to the Customer in writing and place any such amendments on the Bank's websites and/or by placing notices at the banking halls or at prominent locations within the Bank's branches.

15.8 This clause shall be without prejudice to any other clause in these Terms and Conditions or in the regulatory requirements of BNM which provides for the disclosure of information.

## **16. Fees and Charges**

The Customer hereby agrees and undertakes to pay to the Bank all such service or transaction charges which the Bank may impose with 21 calendar days prior notice in respect of or in connection with the [affinalways.com](http://affinalways.com), and such service or transaction charges shall be debited from the Customer's Account. All such service fees or transactional charges payable shall be inclusive of the current applicable tax.

In the event of new taxes that may be imposed in future, the Bank will be entitled to recover from the Customer any tax that the Bank is required by law to collect.

## **17. Termination**



17.1 Notwithstanding anything herein to the contrary, the Bank may at any time, suspend or terminate the Customer's right of access to the affinalways.com or any portion thereof with notice and with valid reasons.

17.2 The Bank is entitled at its discretion to terminate the Customer's rights of access to the affinalways.com should the Customer cease to maintain any Account with the Bank which can be accessed via affinalways.com or should the Customer's access to such Account(s) be restricted by the Bank or any other party for any reason.

17.3 The Bank reserves the right to terminate Customer's right to access affinalways.com and institute with legal action against customers when complaints had been made by third parties accompanied with police report and evidence that the website has been used for conducting any fraudulent transactions, deposits, scams or soliciting illegal deposits.

17.4 The Customer may terminate its use of and access to the AffinAlways.com by giving prior written notice to the Bank. The affinalways.com service to the Customer will be cancelled within seven (7) days from the date of the Bank 's actual receipt of the said notice of termination.

17.5 After the termination, the Customer agree not to use the affinalways.com service and further agree that the Bank is not obliged to effect any instructions received on or after the termination date. The Customer shall however remain liable to the Bank for any transactions effected by the Bank as long as the termination notice is not actually received by the Bank.

## **18. Equipment and Network Access**

18.1 The Customer shall, at his own cost and expense, be responsible for the purchase, cost, installation, maintenance use and repairs (if any) of the computer equipment, other telecommunication equipment and software ('the Equipment') necessary for the Customer to access the Internet and to the affinalways.com. The Equipment shall be in accordance with the specifications, if any, prescribed by the Bank from time to time.

18.2 The Customer shall be responsible for all telecommunication charges incurred including such subscription charges, fees and other charges imposed by the Network Service Provider and any other third parties.

## **19. Confidentiality**

19.1 The Customer hereby acknowledges the strict requirement of confidentiality and obligations imposed upon the Bank under the Financial Services Act 2013/Islamic Financial Services Act 2013/Foreign Exchange Administration Rules or Personal Data Protection Act 2010 and undertake not to do or cause to be done any act or omission which may cause the Bank to breach its strict duty of confidentiality and obligations as aforesaid. The obligations on the Customer herein shall survive the termination and/or expiry of these Terms and Conditions.



In the event the Customer receives any material or data containing information where the Customer is not the intended recipient, the Customer is hereby put on notice that any use, dissemination, distribution or copying of the material or data is prohibited and subject to legal privilege. The Customer agrees to immediately delete such material or data and further agrees to notify the Bank by telephone immediately.

19.2 The Customer hereby declares that its domestic borrowings, if any, does not exceed the threshold permitted by the Foreign Exchange Administration ("FEA") Rules 2013. In the event the Customer makes a wrongful declaration, the Customer shall bear the full impact of the penalty or fines imposed by the BNM on the Customer for any breach of the said Rules. Further any breach of the FEA Rules resulting in fines or penalties shall be the responsibility of the Customer to make good the same.

## **20. Waiver**

The Customer agrees that any delay or failure of the Bank to exercise any rights, power, privileges, remedies or provisions of these Terms and Conditions shall not affect or be considered a waiver of the Bank 's rights, power, privileges, remedies or provisions herein. The variations, amendments and supplements will be posted on the Website and shall take effect twenty-one (21) calendar days after posting.

## **21. Severability**

If any of the Terms and Conditions become invalid, illegal, or unenforceable pursuant to any law, then the validity, legality and enforceability of the remaining provisions shall not in anyway be affected or impaired.

## **22. Amendments to Terms and Conditions**

The Bank reserves the right to vary, amend or supplement any of the Terms and Conditions by way of notice in such manner as deemed suitable by the Bank with 21 calendar days prior notice. The Customer shall be able to view the revised Terms and Conditions upon access to [affinalways.com](http://affinalways.com) and the continued use of the services shall constitute the Customer's acceptance to the variations, amendments or supplements

## **23. Notices**

All notices to the Bank shall only be effective upon the Bank 's acknowledgement of actual receipt of the same. The Customer hereby agrees that all notices and other communications concerning [affinalways.com](http://affinalways.com)'s services, Mobile Banking Application or are required under these Terms and Conditions may be given by the Bank in any one of the following manner:



23.1 by ordinary post to the Customer's last known address in the Bank 's records in which case it will be effective five (5) days after posting.

23.2 by electronic mail to the Customer's last known e-mail address in the Bank 's records and such notification shall be effective if the Bank has not received a failed or undeliverable message from the host provider on the transmission date

23.3 by display in the Bank 's business premises and such notification shall be deemed effective upon such display.

23.4 by way of advertisement in one insertion in any national newspaper and such notification shall be deemed effective on the date of publication of the advertisement in any such newspaper.

23.5 by inserting a notice in the Bank 's Statement of Account to the Customer.

23.6 by broadcasting a message on the Website.

23.7 by any other manner of notification at the Bank's discretion from time to time.

23.8 Promptly inform the Bank of any changes in its personal details, telephone or facsimile numbers or electronic mail, correspondence and/or residential address in writing. Howsoever such notification shall not bind the Bank unless the Bank has actually acknowledged receipt of the same.

23.9 All notices to the Bank relating to AffinAlways.com and these Terms and Conditions shall be in writing, signed by the Customer and shall be sent to the Bank at the following address, delivered or transmitted or by such other way as the Bank may notify the Customer from time to time:

Affin Bank Berhad,  
17th Floor Menara AFFIN,  
Lingkaran TRX, Tun Razak Exchange  
55188 Kuala Lumpur.

## **24. Other General Terms and Conditions**

24.1 The Customer agrees that the Bank 's records of all information in respect of all transactions, instructions and communications made through affinalways.com and Mobile Banking application shall be binding and conclusive on the Customer unless there is manifest error.

24.2 The Customer agrees that the Bank reserves the right to impose or change any relevant cut-off time. Any instruction transmitted by you after the relevant cut-off time on any day will be posted in the books and records of the Bank on or for the next Business day following the date of the instruction.

24.3 The Customer agrees that the Bank has the right to require the maintenance of a minimum balance at any one time in the Account(s). Any failure to maintain such a balance may, at the Bank 's discretion, result in a fee being imposed on the Account and may further result in suspension or termination of your use of the affinalways.com and Mobile Banking application.

24.4 The Customer shall not be entitled to use affinalways.com and Mobile Banking application, if there exists any restrictions on the Account(s) either imposed by the Bank or by any relevant authorities.

## **25. Law and Jurisdiction**

These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia. The parties hereby submit to the exclusive jurisdiction of the Courts of Malaysia notwithstanding that the affinalways.com service on this Website may be accessed in other jurisdictions and not restricted to Malaysia.

The Customer hereby agrees that the Customer shall be responsible for the compliance with all laws applicable to the Customer in the Customer's jurisdiction in respect of the use of the affinalways.com and Mobile Banking application

## **26. Fraud/ Unauthorised Instructions/ Security Breach**

The Bank shall not be responsible for fraudulent or unauthorized instructions, or any loss (including consequential loss), damage or liability whatsoever suffered and/or incurred by the Customer in the event that:

26.1 The Customer has acted fraudulently or;

26.2 The Customer failed to proceed with the following obligations or take the following steps/action:

- I. to safeguard his/her personal banking information such as the ID, password, TAC and Challenge Question by disclosing it verbally or in writing to a third party or
- II. to take preventive steps to update and protect his/her personal computer's and smart devices to ensure that they are fully protected from malware/virus or
- III. to take responsible steps to ensure that the Customer changes the passwords, check his/her banking information and balances periodically and to keep his/ her banking information and security devices secure at all times or
- IV. to report on suspected compromise of security or financial loss(es) as soon as possible after being aware of the incident or loss(es), either verbally or in writing to the Contact Centre or any of the Bank's branch or
- V. to furnish the Bank with a copy of police report as soon as possible after reporting the suspected compromise of security and or financial loss(es) to the Bank; and/or
- VI. to provide the Bank with the following information, either verbally or in writing, with respect to the unauthorised transaction(s):
  - Customer's name,
  - the affected account,
  - the date of transaction
  - amount of the unauthorized transaction and
  - reason why the Customer believes that it is an unauthorised transaction

26.3 The Bank shall work with the relevant authorities and reserves the right to institute legal action against customers who delay, obstruct and/or withhold vital information from the Bank, publish false claims on traditional or social media and/ or lodge false police reports with respect to any transaction.

## **27. Whistle-Blowing & Business Ethics**

27.1 The Customer shall, as soon as reasonably possible, in writing or orally, inform any of the officers of the Bank, upon having knowledge of any director, officer or employee of the Bank, directly or indirectly, asking for or receiving from the Customer or its Affiliates, any Gratification in relation to this Agreement whether for his own personal benefit or advantage or of the benefit or advantage of any other person, in relation to this Agreement, whether before, during or after the term of this Agreement, and the Customer or its Affiliates knows that such Gratification is not for the benefit of the Bank. The Whistleblowing procedure for reporting is stated in [www.affingroup.com](http://www.affingroup.com)

27.2 The Customer undertakes that neither it nor its Affiliate nor anyone acting on its direction or authority shall, whether before, during or after the term of this Agreement, directly or indirectly, give or offer, or agree to give or offer, any Gratification in relation to this Agreement as an inducement or reward to any director, officer or employee of the Bank or any other person, for doing or forbearing from doing or for having done or forborne from doing any act, or for showing or forbearing from showing favour or disfavour to any person, in relation to this Agreement.

27.3 In the event there is evidence that the Customer, its Affiliate or anyone acting under its direction or authority is in breach of the clauses above, the Bank may terminate the Customer's right to use the services (without prejudice to the Bank's other rights remedies under the law) by giving written notice to the Customer. Upon such termination, the Bank shall be entitled to claim all losses, costs, damages and expenses including any incidental costs and expenses incurred by the Bank arising from such termination. The Customer shall not be entitled to recover from the Bank any loss arising from such termination.

27.4 Notwithstanding any other provision herein but subject to any written law and with the exception of written requests from the Customer's internal auditors or lawyers for information required by any laws, the Bank shall keep confidential any information disclosed or received including the identity of the person giving the information and all the circumstances relating to the information.

27.5 The Customer shall also whistle-blow in the event of any malpractice or wrong-doing by the Bank's staff or employees toward them or their staff, agents or contractors. The complete whistle-blowing clause found in [www.affingroup.com](http://www.affingroup.com)

27.6 For the purpose of this clause:

- "Affiliate" means in relation to the Customer, any person or entity owned and controlled directly or indirectly by the Customer, or any person or entity that controls directly or indirectly the Customer in any way whatsoever.



- "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.

27.7 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.