



## **Affin Bank Self-Service Phone Banking Terms and Conditions**

The following Terms and Conditions govern your access and the use of Affin Bank Contact Centre Services provided herein by Affin Banking Group and all its related associates, subsidiaries and holding company (hereinafter referred to as "the Bank").

1. By accessing any part of our self-service Phone Banking via Interactive Voice Response system (hereinafter referred to as "the IVR") which is the automated phone banking service with pre-recorded voice messages and prompts that allows customers to perform various tasks with simple touch-tone commands to enable you to use the Services, you agree to be bound by these terms and conditions without limitation or qualification.
2. You agree that the Services shall be made available to you upon the Bank verifying the Credit Card/Debit Card/ATM Card/Telephone PIN and/or other details (hereinafter referred to as "Security Details") provided by you as being correct. Upon verification of your Security Details, any oral instructions issued by you shall be deemed authentic.
3. Upon your acceptance of terms and conditions, you can create your Telephone Personal Identification Number (hereinafter referred to as "T-PIN") via our IVR system.
4. You shall be solely responsible for the implementation of all reasonable security measures and the exercise of all precautions to safeguard the retention of the card PIN(s) and/or T-PIN that you shall not reveal or cause to be revealed the PIN(s) including any changes thereof to anyone, including the staff of the Bank, under any circumstances whatsoever.
5. If the PIN(s) is discovered or is suspected of being known to any unauthorised personnel or third party, you shall personally take immediate steps to change the PIN(s) as the case may be. You further agree to inform the Bank immediately.
6. If you do not accept these terms and conditions, please immediately discontinue your access to the IVR and/or use of its Services.
7. You are to note that your access or use of the IVR shall be at your own risk and initiative, and you shall be responsible for compliance of all applicable laws.
8. This Service is only available for individual or joint account holders of the Bank above the age of 18 years who hold an existing account(s) that can be operated with one or more than one signatory.
9. The Bank may at its absolute discretion (but is not obliged to) record your conversations with the Bank. In the event of any disputes between you and the Bank, you agree to the use of such recordings and transcripts including its use as evidence by the Bank in any legal proceedings. The Bank is not required or obliged to store copies of such recordings or transcripts.
10. You hereby agree that the Bank's records shall be conclusive evidence of your dealings with the Bank in connection with the Affin Bank Contact Centre Services. You hereby agree not to object to the admission of the Bank's records as evidence in any legal proceedings on the basis that such records are not originals, are not in writing or are documents produced by a computer.

11. The Bank does not warrant that the Services will be available or uninterrupted during the times specified however, in the event of any technical failures, the Bank shall endeavour to restore the Services as soon as reasonably practicable. The Bank may at any time, at its sole discretion, with or without notice to you suspend or terminate the service for any reasons whatsoever.
12. You acknowledge that the Bank shall be entitled to levy or impose service charges or fees and/or vary such fees from time to time in respect of the Service rendered to you. You hereby authorise the Bank to debit your account with such fees, commission and charges that are payable by you.
13. For joint accountholders, all terms and conditions herein (including any amendment or variation hereafter) shall be binding on you jointly and severally.
14. The Bank reserves the right to vary the terms and conditions set out herein at any time at its absolute discretion.
15. The IVR is intended to be available from 8 a.m. to 12 midnight daily unless otherwise specified in these Terms and Conditions or in the Website. However, you acknowledge that at certain times some or all the IVR services may not be accessible due to system maintenance or other reasons or causes which are beyond the control of the Bank. You acknowledge that notwithstanding any provisions herein the Bank does not warrant that Affin Bank Contact Centre Services will always be available without interruption.
16. The Bank shall not be liable for any loss, damage, expense, liability or claim whatsoever and however caused on the part of any person(s), including but not limited to the following:
  - Any loss or unauthorised use of your Security Details;
  - Any unauthorised use of the Services;
  - Any breakdown or malfunction of the Services equipment;
  - Any error(s) in transmission of your instruction(s) through the telephone or other modes;
  - Any delay in delivery or non-delivery of any documents or materials
  - Any delay or refusal to execute your instruction(s)
  - Any direct, indirect or consequential loss (including but not limited to loss of profits or contracts whether foreseeable by the Bank or not) arising out of or related to the utilisation of the Services.
17. You may verbally instruct the Bank, at any time, to terminate your use of the Services, which shall take effect immediately.
18. The Bank may in its absolute discretion forthwith terminate your use of the Services at any time without assigning any reason thereof. Your obligation to pay all costs, charges, expenses and amounts accrued up to the date of termination shall survive the termination.
19. Any notice and other communication required under these terms and conditions or which concern the Services shall be deemed received if sent by ordinary post to your last known address in the Bank's records. The Bank however may give you notice in any other manner as the Bank deems fit.
20. In addition to the above said terms and conditions, the prevailing rules, regulations and terms and conditions of the Bank governing particular products/services shall also apply and be binding on you save that in the case of conflict with these terms and conditions, the latter shall prevail.

21. The Bank may from time to time introduce new, additional or enhanced Services. By utilising such new, additional or enhanced service(s) as and when such service(s) become available, you shall be bound by the terms & conditions and any rules and regulations in force governing each of such service(s) thereon.
22. Any notice and other communication from you to the Bank shall be sent by email communication or via telephone.
23. This Terms and Conditions shall be governed by and construed in all respects in accordance with the Laws of Malaysia.
24. Please refer to our Group Privacy Notice available on the website at [www.affinonline.com](http://www.affinonline.com).