

DECLARATION

1. I/We confirm:

- (a) That all personal data that I/we have provided are all true, up-to-date and accurate. Should there be any changes to any of my/our personal data, I/we shall notify AFFINBANK immediately. I/We hereby authorise AFFINBANK to verify the information with the Inland Revenue Board and/or whatever sources by any means that AFFINBANK considers appropriate.
- (b) That the transactions to be effected using the credit card account and monies or funds to be used for repayment of the credit card account are neither obtained from any unlawful source nor related to any unlawful activities under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds Of Unlawful Activities Act 2001 (AMLATFPUAA).
- I/We acknowledge that it is a requirement by BNM that all information relating to this application, whether successful or otherwise, must be updated and/or transmitted to the Central Credit Reference Information System (CCRIS) database maintained by BNM.
- 3. I/We agree that my/our signing of AFFINBANK Mastercard/Visa Card ("AFFINBANK Credit Card") shall constitute my/our acceptance of my/our agreement to be bound by the Terms and Conditions contained in the AFFINBANK Credit Card Terms and Conditions which can be downloaded from AFFINBANK website at www.affinonline.com in the event that my/our application herein is approved. I/We further agree that I/we will be visiting AFFINBANK website from time to time for latest AFFINBANK Credit Card Terms and Conditions.
- 4. I/We further agree that the Principal Cardmember shall be responsible for all liabilities and obligations of the Principal Cardmember as well as those of the Supplementary Cardmember (if any). The Supplementary Cardmember however, shall only be responsible for his/her own liabilities and obligations.
- 5. I/We further declare that the information given in this form is true and correct in full compliance with Financial Services Act 2013 (FSA). I/We also authorise AFFINBANK to make this information available to BNM in compliance with FSA. I/We shall also undertake to comply with the prevailing Foreign Exchange Notices (FE Notices) Rules which include any cash withdrawal by non-residents must meet the purpose of activities in real sector. The FE Notices can be downloaded from BNM website.
- 6. I/We consent to the disclosure of any documents and information relating to my/our accounts or affairs to AFFINBANK, its officers and agents and to all such persons and for all such purposes as set out in the FSA.
- 7. I/We agree that all references to FSA in the subsequent contractual agreements entered between me/us and AFFINBANK shall refer to the FSA and all guidance, standards or prescriptions or to be issued by BNM at any time and from time to time.
- 8. I/We confirm that I/we have not withheld any information which may prejudice my/our loan application or have a bearing on AFFINBANK's loan decision including but not limited to contravention of the 'Guidelines on Credit Transactions and Exposures with Connected Parties' issued by BNM and/or any other applicable guidance, standards or prescriptions issued or to be issued by BNM with respect to the same.
- 9. I/We declare that I/we have not committed or is involved in any act of bankruptcy or is adjudged as bankrupt; or in any unlawful activities which related directly or indirectly to any serious offence in Malaysia including AMLATFPUAA, FSA and FE Notices (including all amendments thereof) or any other related acts or regulations; or any foreign serious offence.
- 10. I/We further agree that any sum set out in this application or in the subsequent agreement or otherwise payable by any party hereto to any other party pursuant to this application or subsequent agreement shall be deemed to be exclusive of any tax which is chargeable on the supply (or supplies) for which such sum is (the whole or part of) the consideration for tax purposes. AFFINBANK's charges shall exclude tax that would be imposed in the future. Upon implementation of the related tax, AFFINBANK will be entitled to recover from me/us any tax that AFFINBANK are required by law to collect.
- 11. I/We further agree that:
 - (a) AFFINBANK's acceptance of my/our application herein does not constitute an approval;
 - (b) AFFINBANK reserves the right to decline an application and shall explain the reasons of rejection if requested;
 - (c) All other terms and conditions not specifically mentioned above are to be incorporated in AFFINBANK Credit



Card Terms and Conditions; and

- (d) This application and it's supporting documents will be remained AFFINBANK's property regardless whether the application is approved or rejected by AFFINBANK.
- 12. In the event I/we supplying personal information/data of any third-party individuals to the Bank, I/we agree to obtain their consent for their personal data to be provided and processed in accordance with the Bank's privacy notice in the Bank's websites www.affinonline.com and bring the said privacy notice to their attention.
- 13. I/We agree to be bound by AFFINBANK's terms and conditions as mentioned in this application and the said terms and conditions shall form part and parcel of the security documents executed in AFFINBANK's favour.

CONSENT FOR CREDIT CHECKS

- 1. IWe hereby authorise AFFINBANK to disclose my/our personal data (as defined under Personal Data Protection Act 2010) to any credit reporting agency registered under Credit Reporting Agencies Act 2010 in Malaysia to conduct credit checks on me/us from time to time in connection with the application, distribution and provision of products and/or services regardless of the relationship between me/us and AFFINBANK may have been terminated and/or an event of default had occurred.
- 2. I/We agree that the purpose indicated by AFFINBANK of a legitimate interest to request for my/our report shall be sufficient and adequate proof of a valid purpose within the meaning of the Credit Reporting Agencies Act 2010.
- 3. IWe hereby give my/our consent to CTOS, FIS, CCRIS and other credit reporting agency, a registered credit reference agency under the Credit Reporting Agencies Act 2010, to release my/our credit report to AFFINBANK and/or their legal representatives for the purposes of enabling the processing of a facility or transaction and any related processes arising there from including but not limited to credit evaluation, monitoring, credit reviews and debt recovery purposes ("legitimate interests"), offered by AFFINBANK to me/us or to a party to whom I/we have agreed to guarantee from time to time.
- 4. Where AFFINBANK requires any such processing to be further processed by any processing centre located outside Malaysia, I/we hereby give my/our consent to CTOS, FIS, CCRIS and other credit reporting agencies to make such disclosure of my/our credit report to such locations outside Malaysia.
- 5. This consent shall be:
 - (a) On continuing basis and shall be effective at any time and from time to time;
 - (b) Shall be used as a reference not only in credit processing of any loan/financing application whether by me/us or any third party/parties but also in any litigation/contemplated litigation proceeding or in the opening of any accounts with you;
 - (c) Applicable whether or not such credit reference information is confidential information or in the public domain;
 - (d) Irrevocable and unconditional;
 - (e) Cover all loan/financing or facilities already granted or to be granted by AFFINBANK/AFFIN ISLAMIC to me/us or any third party/parties in respect of which we are giving security.

CONSENT FOR DIRECT MARKETING AND OTHERS

- 1. I/We consent for AFFIN Bank Berhad Group ("ABB Group") (as defined in the Group Privacy Notice) and their authorized service providers collecting, using, disclosing and / or processing my/ our personal data, and sharing such personal data with partners within the ABB Group (as may be applicable, depending on the products or services which I/we may have applied for or potentially benefit for), as well as advertisements, promotions and events, conduct consumer or market research and identify products and services which may be relevant to me/us (Promotional Purposes).
- 2. I/We agree to the above terms and conditions and is fully aware that the complete Group Privacy Notice is available by walk-in at any ABB Group offices or branches or on the website at www.affinonline.com and I/we have the full



rights to decide otherwise.

Note: If you are an existing customer, your previous choice remain unchanged unless if you wish to decide otherwise. You may tell us at any time if you do not wish to receive marketing communications from us by writing to us or walk in to any AFFIN Bank or AFFIN ISLAMIC Bank branch.

3. By signing this form, I/we further confirm that all personal data that I/we have provided are all true, up-to-date and accurate. Should there be any changes to any of my/our personal data, I/we shall notify the relevant company in ABB Group where my/our account is maintained immediately.