

## ACCOUNTS AND SERVICES – TERMS AND CONDITIONS

These Terms and Conditions govern my depository and current account(s) with you and the services (hereinafter referred to as “Accounts and the Services”) which the Bank in its discretion may extend to me under the account(s), now or at any time hereafter. I agree to observe and be bound by these Terms and Conditions and any additions or amendments as may from time to time be made by the Bank.

I agree that the bank may amend or vary these Terms and Conditions at any time and from time to time with notice. Amendments or variations to these Terms and Conditions shall be binding on me and my successors-in-title, my respective heirs, executors, administrators, and permitted assigns and shall be deemed to have been incorporated into these Terms and Conditions. Such amendments or variations shall be deemed to have been drawn to my attention by their being displayed at any of your offices or branches, by their inclusion in my statement of account, by a notice of the amendments and variations being sent to me, by being advertised or posted at the bank’s website, or by any other mode which the bank may deem sufficient.

### PART 1 - GENERAL TERMS & CONDITIONS

**Part 1 shall apply to both the Accounts and the Services unless specified otherwise.**

#### 1.1 DEFINITIONS

In these Terms and Conditions, the following terms and expressions have the corresponding meanings unless otherwise expressly stated or unless the context requires another meaning:

The words "I", "me", "my", "mine", "we", "us" and “Customer” refer to the person(s) who opened the Account(s) (defined below), and shall, where the context so permits, include my Authorized Signatory(ies) as defined below.

The words "you", "your", "yours" and “the bank” refer to Bangkok Bank Berhad, and its successors-in-title and assignee under these Terms and Conditions.

Where the Account(s) is opened by more than one person or by a Corporation, "I", "me", "my" and "mine" will read as "we", "us", "our" and "ours".

"Account(s)" means one or more Account(s) which I open (or which you open on my behalf) and maintain with you from time to time (being of any type or category, and whether opened in single or joint name(s) or in trust) and "Account" means any of them. The account opening application form will state whether the Account is eligible for protection by Perbadanan Insurans Deposit Malaysia (“PIDM”) or not insured by PIDM.

"Account(s) Opening Application Form" means the Account(s) opening application form prescribed by you to be completed and signed by me for the opening of the Account(s) and commencement of a relationship account with you.

“Authorized User(s)” means a person or persons for the time being authorized by me in writing to operate any or all the Accounts and/or to use the Services.

"Authorized Signatory(ies)" refers to any person(s) authorized by me to operate the account(s) for and on my behalf pursuant to the Account(s) Opening Application Form and on the terms and conditions of the Letter of Authorization or the Board Resolutions (as the case may be) duly signed by me and received by you.

“Bank” means Bangkok Bank Berhad and includes its branches and its successors in title and assigns.

"Board Resolutions" means the resolution of the board of directors to be signed by us (where we are a company) pursuant to the opening of our Account(s) with you.

"Business Day" refers to any day on which banks are open for business in Malaysia other than Saturday, Sunday and gazetted public holidays in Malaysia.

"Customer" means the person who is a customer of the Bank and its successors-in-title.

"Force Majeure" means any cause beyond the reasonable control of the Bank, including without limitation, failure, or disruption of any mechanical or electronic device, data processing system or transmission line, utilities or communication systems, sabotage, fire, flood, earthquake, explosion, acts of God, strikes, industrial dispute, riots, act of terrorism or war or any monetary or exchange control restrictions.

"Letter of Authorization" means the letter of authorization executed by me whereby I authorize one or more persons to operate and give instructions in respect of the Account(s) for and on my behalf.

"Services" means the services and the Electronic Services and includes any other additional or new services made available by the Bank.

“Terms and Conditions" refers to this Account and Services Terms and Conditions as may be revised or modified by the bank from time to time.

## 1.2 INTERPRETATION

- (a) Words which refer to the singular shall include the plural and vice versa. Words which refer to the masculine gender shall include the feminine and neuter gender and vice versa.
- (b) Reference to time of a day shall be construed as reference to Malaysian time unless otherwise stated.
- (c) Reference to any law includes any amendments to the law.
- (d) Where there are two or more persons comprised in the term "the Customer":-
  - (i) all instructions, agreements and obligations shall be deemed to have been issued by and binding upon such persons jointly and severally and the Bank may act on such notices or instructions without enquiry; and
  - (ii) any notice given by the Bank to any one of such persons shall be sufficient notice to all the accountholders.

Where the Customer has appointed an Authorized User(s), all references to the "Customer" shall also refer to his/her Authorized User.

## 2. ACCOUNT OPENING & SUBSCRIPTION OF SERVICES

2.1 The Accounts and the Services will be available to individual persons, sole proprietorships, partnerships, limited liability partnerships, companies, societies, statutory bodies and such other entities whose application for Accounts and/or Services is accepted by the Bank.

2.2 The applicant will complete the application forms and submit supporting documents required by the Bank. The Bank may refuse an application without assigning any reason. The Bank may conduct credit checks, collect and verify information given by the Customer with the relevant registrars, credit bureaus and credit reporting agencies. The Customer consents to disclosure by credit reporting agencies of his credit report and information to the Bank for the purpose of applying for the Account and Services and for the Bank's risk management and review. The Bank may but is not obliged to convey the Customer's consent and the purpose of such disclosure to the credit reporting agencies.

## 3. INSTRUCTIONS AND NOTICES FROM THE CUSTOMER

3.1 All notices given by the Customer to the Bank must be sent to the branch where the Account is maintained. Such notices are deemed delivered when the Bank has acknowledged receipt of the notice.

3.2 The Bank may rely upon and act on the Customer's instructions, whether given by telephone, post, facsimile transmissions or other electronic means. The Bank may also act on any instruction or notice from the Customer if it bears signature(s) which appears to the Bank, by reference to the name and signature filed with the Bank, to be the signatures of:-

- (a) the Customer; or
- (b) any of the persons authorized by the Customer to issue any notice or instructions.

The Bank may do so without enquiry as to the identity of the person giving such communication or as to their authenticity. The risk of such communication being given by unauthorized persons, any error, loss or delay resulting from such unauthorized communication is entirely the risk of the Customer. The Customer shall indemnify the Bank against all losses, damages, claims and costs which the Bank may incur or suffer in acting on such communication. The Bank will only carry out Instructions in accordance with its established and regular business practices, procedures and policies and may decline any instructions without liability to the Customer.

3.3 The Bank may record all telephone conversations and instructions and may use such recordings and transcripts as evidence in any dispute.

## 4. NOTICES FROM THE BANK

4.1 The Bank may give any communication or notice to the Customer by post, notification in the mass media, posting the notice in the Bank's branches, inserting the notice into the statement of account, electronic transmission (including via facsimile, mobile phones, other devices or the internet) or by posting at the Bank's website.

4.2 Such notices or communications from the Bank:-

- (a) if sent by post or courier addressed to the Customer at his address registered with the Bank is deemed served on the Customer:
  - (i) on the same day that it is left at the address of the Customer, if dispatched by courier.

(b) if transmitted to such facsimile number, mobile phone/device number, email of the Customer registered with the Bank, is deemed served on Customer immediately upon transmission; or

(c) if posted in the branch, at the Bank's website or in the mass media, such notice is deemed to have been made on the date stipulated in the notice and if no date is stated, on the date of posting or publication.

## **5. DEPOSITS AND WITHDRAWALS**

5.1 Deposits and withdrawals must comply with the Bank's requirements, including on minimum deposits, withdrawals and minimum balances to be maintained in the Accounts. Withdrawals may be paid by cash, banker's cheque/draft and/or other forms of remittances.

5.2 The Customer is to check that the particulars of such transactions (where such particulars are furnished to the Customer upon completion of such transaction) are correct. If there is any error, the Customer shall immediately report it to the Bank.

5.3 In the case of telegraphic/mail/electronic transfer in foreign currency into the Account, the Bank reserves the right to decide the rate of conversion of the foreign currency into Ringgit Malaysia.

5.4 Where the Customer uses postal (including prepaid envelopes) or courier services to deliver any cheques or documents to the Bank, the Customer bears the risk of their delay or loss.

5.5 Foreign Currency cheques, money and postal orders may be received for collection but the proceeds will only be credited to or drawn from the Account, after receipt of payment by the Bank, unless the Customer has made prior arrangement with the Bank. The Bank may reject cheques or any other monetary instruments which the Bank considers are irregular or have been altered notwithstanding that the alteration or irregularity may have been countersigned by the drawer. The Bank may reverse payment of any monies which are not intended for the Account.

5.6 All cheque books/cheque leaves and passbooks should be kept in safe custody. The Customer shall notify the Bank immediately if any of the above is lost or of any unauthorised cheques when they became aware. The Bank shall not be responsible for any loss by fraudulent or unauthorised drawings on the Account.

5.7 The Bank may refuse to accept any deposits or permit any withdrawals whenever there is a breakdown or failure in the on-line computer system affecting any branch/branches of the Bank.

5.8 Foreign Currency account (FCA) is a non-cash account. Export or Non-Export proceeds may only be deposited by means of telegraphic transfer, foreign bank draft, cheque or negotiable instrument in such form and substance acceptable to the Bank. Proceeds of any Ringgit Malaysia or other foreign currency cheque, draft or negotiable instrument and monies payable to the accountholder shall be credited to the FCA at the conversion rate to be determined by the Bank.

5.9 No withdrawals from the FCA will be permitted in any foreign currency in cash. The Bank will send an official advice from each sum received for the credit of the FCA.

## **6. LIMITS ON TRANSACTIONS**

6.1 All interbranch cash withdrawals can only be made at the Bank's branches within Malaysia subject to such conditions as the Bank may deem necessary.

6.2 The Bank may impose any limit on usage or operation of any of the Services or Accounts. The Customer may vary the limits by notifying the Bank. The Bank has no duty to ensure that the Customer does not exceed such limits.

## **7. SUFFICIENT FUNDS**

The Customer shall ensure there are sufficient cleared funds in the Account to perform his transactions unless the Customer has made prior arrangements with the Bank.

## **8. JOINT ACCOUNTHOLDERS**

8.1 The holders of a joint account shall be jointly entitled to any deposit or credit balance in the Account. Each of the joint accountholders hereby authorises the Bank to collect and accept for the credit of the joint account any cheques payable to any one of the joint accountholders personally or to two or more of them jointly, and agrees that the Bank need not concern itself with how such funds credited are applied or withdrawn so long as such application or withdrawal is in accordance with the mandate given to the Bank.

8.2 All instructions relating to the Account shall be given in writing (or by any other means permitted by the Bank) by all joint accountholders. All joint accountholders shall be jointly and severally liable for all transactions arising from such instructions. If the Bank receives contradictory instructions, the Bank may choose to act only on the mandate of all the joint accountholders.

8.3 In the event of death of any of the accountholder(s), the Bank in its absolute discretion shall operate the account as follows:

The Account is jointly operated by the Accountholders	The Account is operated by either one of the joint Accountholders
If any one of the joint accountholder dies, then the monies in the joint account shall be frozen until the Bank receives from the surviving joint accountholder a letter of administration or grant of probate or land office order or order from any of the relevant authorities (whichever is applicable) in respect of the deceased accountholder prior to re-activation of the joint account.	If either one of the other joint accountholders dies, then the monies in the joint account shall be held by the surviving joint accountholder and payment by the Bank in relation to the balance amount in the joint account to the surviving joint accountholder shall be a complete discharge by the Bank.
If any one of the joint accountholder dies, and the surviving joint accountholder is a minor, then the monies in the account shall be frozen. The Bank shall make the payment of monies in the joint accountholder to the executor or administrator of the deceased accountholder and the payment by the Bank in relation to the balance amount in the joint account to the said executor or administrator shall be a complete discharge by the Bank in respect of the joint account. Bank shall make the payment of monies in the joint accountholder to the minor should he/she attained the age of 18 and above with the present of Death Certificate of account operator – trustee.	If either one of the other joint accountholders dies, and the surviving joint accountholder is a minor, then the monies in the account shall be frozen. The Bank shall make the payment of monies in the joint accountholder to the executor or administrator of the deceased accountholder and the payment by the Bank in relation to the balance amount in the joint account to the said executor or administrator shall be a complete discharge by the Bank in respect of the joint account. Bank shall make the payment of monies in the joint accountholder to the minor should he/she attained the age of 18 and above with the present of Death Certificate of account operator – trustee.
If all the joint accountholders die, then the monies in the account shall be frozen. The Bank shall make the payment of monies in the joint accountholder to the first executor or administrator of any of the deceased accountholder and the payment by the Bank in relation to the balance amount in the joint account to the said executor or administrator shall be a complete discharge by the Bank in respect of the joint account.	If all the joint accountholders die, then the monies in the account shall be frozen. The Bank shall make the payment of monies in the joint accountholder to the first executor or administrator of any of the deceased accountholder and the payment by the Bank in relation to the balance amount in the joint account to the said executor or administrator shall be a complete discharge by the Bank in respect of the joint account.

## 9. UNINCORPORATED PARTNERSHIP ACCOUNTS

Where the Customer is an unincorporated partnership, all the partners shall be jointly and severally responsible to the Bank for all monies and liabilities incurred by all or any one of the partners to the Bank. Upon the death, bankruptcy or retirement of any partner, the Bank may treat the continuing or surviving partners as having full authority to operate the Account or use the Services. The Bank shall bear no liability in accepting any instructions from the remaining partners.

## 10. INTEREST

Interest, if any, shall be paid at such frequency and at the rate determined by the Bank. Interest on fixed deposit shall cease on due date. No interest shall be payable in respect of unpaid items and the Bank may adjust any interest accrued or credited in respect of these items.

## 11. FEES, CHARGES & TAXES

11.1 The Bank shall be entitled to impose and deduct from the Account the following:-

- (a) costs, fees, bank charges, service charges, commissions, stamp duty on the transactions and the Services at such rates as may be applicable from time to time;
- (b) any value added tax, goods and services tax, withholding or other taxes, levies or charges on any transactions or the Services or on any amount or interest due to the Customer; and

(c) any legal fees and costs (on a solicitors and own client basis) incurred by the Bank for any interpleader, recovery or any other proceedings.

If deductions cannot be made, such sums with interest thereon at the rate determined by the Bank (calculated from date such sums expended by Bank) shall be paid to the Bank on demand.

11.2 The rate of fees and charges are available from the Bank's branches, website or any other delivery channel of the Bank. The Bank may vary such fees and charges with prior notice.

## **12. CLOSING OF ACCOUNTS & TERMINATION OF THE SERVICES**

12.1 Dormant Account: If no transactions are carried out on any of the Account within the period specified by the Bank, the Bank may consider that Account dormant and may impose a charge or fee on that Account and close that Account with prior notice to the Customer. In the event the credit balance in the Account is remitted to the Registrar of Unclaimed Moneys pursuant to the Unclaimed Monies Act 1965, the Account will then be closed.

12.2 The Bank may close any of the Account or terminate the Services:-

(a) if the Bank believes or suspects that the Account is used for money laundering or other fraudulent or illegal schemes or in breach of any guidelines or rules issued by Bank Negara Malaysia or any other authority;

(b) if the Bank in good faith doubts the authority or authenticity of any instructions;

(c) if there are changes in the name, constitution, composition or dissolution of the Customer due to retirement, resignation, incapacity, bankruptcy, winding-up, insolvency or otherwise; or

(d) if there is a dispute in relation to any of the Accounts

12.3 The Customer may terminate the Account or suspend or terminate the utilisation of any of the Services by giving written notice to the Bank. The Bank may also close the Account or suspend or terminate any or all of the Services by giving notice to the Customer. Upon closure of the Account, all unused cheque book/leafs shall be returned to the Bank.

12.4 The Bank may impose a service charge if any Account is closed within three months (or such other period as may be stipulated by the Bank) from the date the Account was opened.

12.5 The Bank's liability in respect of any credit balance in the Account shall be discharged by sending to the Customer at his/her last known address registered with the Bank, a banker's cheque/draft for the credit balance made out in the Customer's name.

## **13. STATEMENTS OR RECORDS OF ACCOUNTS**

13.1 For statement-based accounts, a statement shall be rendered once a month or at such other intervals as may be determined by the Bank. The Bank may send a statement of account for each of the Accounts.

13.2 The Bank's records of the transactions for the Account shall be conclusive and binding on the Customer in the absence of manifest error. Transactions which have not been verified by the Bank will not appear in the statement and shall not be conclusive of the state of the Account.

13.3 The Customer shall verify all entries in any statements or records issued by the Bank and notify the Bank in writing (or by any other means permitted by the Bank) of any error or discrepancies in the statement or record within 14 days (or such other period as may be determined by the Bank) from date of the statement or record. If the Bank does not receive any notification within the stipulated time, the entries in the statement or record shall be deemed to be correct, conclusive and binding on the Customer. The Bank may reverse any incorrect or mistaken entry notwithstanding such acceptance by the Customer.

13.4 If the Customer disputes any entry within the stipulated period, the Bank shall look into the relevant Account to make the necessary adjustments and rectifications, if any.

## **14. SUSPENSE ACCOUNT**

Any money received hereunder may be placed and kept to the credit of a non-interest bearing suspense account for so long as the Bank thinks fit without any obligation in the meantime to apply the same or any part thereof in or towards discharge of any monies or liabilities due or incurred by the Borrower in respect thereof. Notwithstanding any such payment in the event of any proceedings in or analogous to bankruptcy, liquidation, composition or arrangement the Bank may prove for and agree to accept any dividend or composition in respect of the whole or any part of such monies and liabilities in the same manner as if this Agreement had not been created.

## 15. RIGHT OF SET-OFF & CONSOLIDATION

The Bank shall be entitled (but not obliged) at any time and without any notice to the Customer to combine, consolidate or merge all or any of the Customer's liabilities to and accounts with the Bank whosoever located whether within or outside Malaysia and may transfer or set off any sums in credit in such accounts in or towards satisfaction of any of the Customer's liabilities whether actual or contingent, primary or collateral notwithstanding that the credit balances on such accounts and the liabilities on any other accounts may not be expressed in the same currency and we are hereby authorized to effect any necessary conversions at the Bank's own rate of exchange then prevailing. The Bank shall not be liable for any damages and/or loss incurred by the Customer due to the operation of this arrangement.

## 16. INDEMNITY

To the fullest extent permitted by law, the Customer shall promptly, on demand, indemnify the Bank against any claims, proceedings, loss, damage and costs (including legal costs as between solicitor and own client) incurred by the Bank arising from acting on the Customer's instructions or as a result of any act, omission or breach of any of these Terms and Conditions by the Customer. The customer's indemnification obligation hereunder is an unconditional and independent obligation and shall not be affected, prejudiced or limited by the validity or enforceability of the arrangements between the banker and customer.

## 17. LIMITATION OF LIABILITY

17.1 The Bank shall not be responsible for any loss suffered by the Customer in connection with items banked in which have been lost, destroyed or delayed in the process of clearing.

17.2 The Bank shall not be liable to the Customer or any third party for any damages (direct or consequential), loss of profits, earnings or goodwill even if the Bank had been advised of the possibility of such loss, damage or claim by any party. The Bank's sole and entire liability to the Customer in contract, tort (including negligence or breach of statutory duty) or otherwise shall not exceed the amount of the transaction which gave rise to the claim or the direct damages sustained, whichever is the lower.

17.3 Each of the provisions in Clause 17 is to be construed as a separate limitation surviving the termination of the Account or the Services.

### 17.4 INCENTIVES AND BENEFITS ARISING FROM THE BANK'S TIE-UPS WITH BUSINESS PARTNERS

Any arrangements between the Bank with its business partners to provide incentives and benefits to the Bank's customers are subject to the Bank's terms and conditions. The Bank and its business partners shall not be liable for any claims arising from harm or dissatisfaction from their use or misuse.

## 18. FORCE MAJEURE

18.1 The Bank shall not be liable to the Customer or any third party for any inconvenience, injury, expense, liability, damages, loss of profits, earnings or goodwill if any of the events below is caused by Force Majeure :-

- (a) in the event the Bank is unable to perform any of its obligations hereunder or to provide any of the Services; or
- (b) if funds credited or debited from the Account becomes inaccessible or diminish in value.

18.2 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.

## 19. DISCLOSURE

19.1 Subject to the Customer's expressed instruction (if any) restricting disclosure, the Customer irrevocably consents to and authorizes the Bank and its officers to disclose the Customer's personal data, account details and relationship with the Bank, to the following classes of persons:-

- (a) the Bank's data processors or service providers, both within and outside Malaysia, engaged to carry out the Bank's functions and activities;
- (b) the Bank's related companies both in or outside Malaysia, related to the Bank by virtue of Section 6 of the Companies Act 1965 or any associated company of the Bank (the Bank together with the aforesaid related/associated companies are collectively referred as "BBB Group") and their assignees and successors-in-title;
- (c) regulatory bodies, government agencies, tax authorities, the police, law enforcement bodies and courts, both within and outside Malaysia including pursuant to the Foreign Account Tax Compliance Act of the United States;
- (d) other banks or financial institutions including Cagamas Berhad, Credit Guarantee Corporation (Malaysia) Berhad, mortgage insurers and any reinsurer (in or outside Malaysia);
- (e) credit bureaus, credit reporting agencies and corporations set up for the purposes of collecting and providing credit information;



- (f) any person who has given or is giving security or intend to settle the Customer's liabilities under any Account or Services;
- (g) debt collection agents, lawyers, custodians and nominee companies;
- (h) the Customer's authorized agents, executor, administrator or legal representative;
- (i) the Bank's assignees or acquirers, potential assignees or acquirers and successors-in-title; and
- (j) such persons or bodies to whom the Bank is legally required or permitted by law to disclose.

19.2 The Customer, if an individual or unincorporated entity

- (a) acknowledges having read the Bank's Privacy Policy posted at the Bank's website which notified him that
  - (i) the Bank may collect his personal data directly from him or from third party sources;
  - (ii) purpose for which his personal data is collected;
  - (iii) his right to access his personal data and correct it;
  - (iv) the class of third parties to whom the Bank may disclose his personal data;
  - (v) the choices and means for limiting the processing of his personal data;
  - (vi) whether the personal data requested is obligatory or voluntary, and if obligatory, the consequences for not providing such data;
  - (vii) that he may update his personal data as soon as there are changes; and
  - (viii) the Bank's contact details if he wishes to make inquiries or give feedback; and
- (b) subject to the Customer's express instruction (if any) restricting disclosure, consents to the Bank's disclosure of his personal data (limited to name and contact details) to organizations (in and outside Malaysia) which are in an arrangement or alliance with the Bank, for the purpose of direct marketing of these organizations products and services. The Customer may at any time withdraw his or their consent for direct marketing of such products or services by written request to the Bank.

19.3 The Customer, if a company or statutory body or unincorporated entity, warrants and represents to the Bank that it had obtained consent from its directors, relevant managers, officers, office bearers, partners and shareholders:

- (i) to disclose their personal data to the Bank in connection with the Customer's application for the Accounts and Services;
- (ii) for the Bank to conduct credit checks, collect and verify information given by them with third parties such as the relevant registrars, credit bureaus and credit reporting agencies (as defined in the Credit Reporting Agencies Act 2010) and have obtained their consent for the credit reporting agencies to disclose their credit report/information to the Bank for the purpose of applying for the Account and Services and for the Bank's risk management and review, and the Bank is hereby authorized but is under no obligation to convey such consent and the purpose of such disclosure to the relevant credit reporting agencies;
- (iii) for the Bank to disclose their personal data to classes of third parties described in the Bank's Privacy Policy; and the Customer had informed them to read the Bank's Privacy Policy.

## **20. TERMS AND CONDITIONS**

20.1 These Terms and Conditions supersede all prior terms and conditions governing the Account or the Services. The Bank may amend or supersede these Terms and Conditions or introduce new terms for additional features or new products or services by giving notice to the Customer. Such change will apply on the effective date specified in the notice and if no date is specified in the notice, on the date of posting of such notice. If any of these Terms and Conditions conflict with the terms and conditions in the application form, the latter will prevail.

20.2 If the Customer continues to operate the Account or use the Services or use the additional features, new products or services, the Customer is deemed to have accepted such changes.

20.3 These Terms and Conditions are printed in English and in any other language determined by the Bank. These Terms and Conditions are available on request from any branch of the Bank or from the Bank's website or through any delivery channel as the Bank may determine from time to time.

## **21. BUSINESS DAYS & HOURS**

The Business Days, hours of the Bank and the availability of the Services may be extended or varied in accordance with the Bank's business and operational requirements. Interest rates, exchange rates, and product information quoted in the Bank's website or other media is for indication purposes only. The actual rate or price that shall apply can only be determined at the time the transaction is entered into.

## **22. WARRANTY ON SOURCE OF DEPOSIT(S) AND FOREIGN ACCOUNT COMPLIANCE ACT OF THE UNITED STATES ("FATCA")**

22.1 The Accounts and Services shall not be used as channels for money laundering and terrorism financing and the Customer shall immediately notify the Bank if the Customer suspects that the funds credited into the Account are from unlawful activities. The Customer shall at all times comply with all laws and regulations (including the foreign exchange administration laws and regulations, the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and tax laws and any other relevant applicable laws ) of the jurisdiction, binding upon or applicable to the Customer.

22.2 For the Bank's compliance with any taxation related law, regulations or authorities or directions or orders, including those related to the Foreign Account Tax Compliance Act of the United States, collectively Tax Laws of the Customer:

(a) shall promptly make and procure the Consenting Person to make such declaration, provide all documents and information to the Bank, and notify the Bank of any changes thereto; and

(b) confirms that the Customer has procured the consent of a Consenting Person for disclosure by the Bank of the Consenting Person's information to any regulatory bodies, government agencies, tax authorities, the police, law enforcement bodies and courts, both within and outside Malaysia, including pursuant to the Foreign Account Tax Compliance Act of the United States; The Bank shall be entitled to among others, deduct from or withhold part of any amounts payable by the Bank in the event of the Customer's or Consenting Person's non-compliance with the aforesaid provisions.

A "Consenting Person" means any person including the Customer, Substantial Owners, and Controlling Persons of the Customer, any persons who is beneficially interested or financially interested in payments from the Bank. A "Substantial Owner" means (1) with respect to a corporate or entity, certain persons that directly or indirectly own more than 25% of the corporation's stock (by vote or value), (2) with respect to a partnership, certain persons that directly or indirectly own more than 25% of the profits or capital interests in the partnership, and (3) with respect to a trust, certain persons treated as the owner of the trust or treated as holding directly or indirectly more than 25% of the beneficial interests of the trust.

A "Controlling Person" means any individual who exercises ultimate effective control over an entity or trust.

## **23. SEVERABILITY AND WAIVER**

If any Term and Condition is found to be illegal or prohibited, it shall be ineffective. The remaining Terms and Conditions shall not be affected. Any waiver or indulgence granted shall not prevent the Bank from enforcing the same or other rights or require the Bank to grant further indulgence. The rights and remedies provided by law are not excluded by these Terms and Conditions.

## **24. GOVERNING LAW**

These Terms and Conditions are governed by the laws of Malaysia. The Bank may commence proceedings against the Customer in Malaysia or elsewhere, irrespective of the Customer's place of residence or business or the place where the Account is maintained.

## **25. SUCCESSORS BOUND**

These Terms and Conditions shall be binding upon the heirs, personal representatives and successors-in-title of the Customer and the successors-in-title and assigns of the Bank. The Customer shall not assign any of its rights and interest to the Accounts or the Services. The obligations and liabilities of the Customer shall continue notwithstanding any change by amalgamation, reconstruction or otherwise in the constitution of the Bank.

## **Part 2 - ACCOUNTS**

### **1.1 CURRENT/CHEQUEING ACCOUNT**

(a) Cheques shall not be drawn on the Bank except on forms supplied for the Accounts.

(b) No alterations whatsoever shall be made on cheques. The Bank reserves the right to dishonour and return cheques which bear any alteration (whether or not countersigned by the drawer), is mutilated, illegible or has technical errors, eg post-dated cheque, inconsistent words and figures.

(c) The Customer shall not use pencils or erasable ink pens to complete cheques. The Customer owes a duty to



the Bank not to facilitate fraud or forgery. The Bank shall not be liable to the Customer for any loss suffered by the Customer arising from the Customer's negligence or disregard of the precautions in handling cheques. The above precautions are not exhaustive and Customer shall exercise care and caution in handling cheques and operating the Accounts.

(d) No overdrawing is allowed unless the Customer has made prior arrangement with the Bank. Interest on overdrawing a Current Account shall be calculated based on daily debit balances at the rate determined by the Bank and shall be paid on demand.

(e) The Bank reserves the right to dishonour any cheques issued by the Customer if there are insufficient funds in the Customer's Account ("Bad Cheque"). The Bank may close or impose restrictions/conditions on all or any of the Accounts if not conducted satisfactorily or has been listed with the Dishonoured Cheques Information System (DCHEQS) or with any credit bureau or any organisation or corporation.

## **2. SAVINGS ACCOUNT (Applicable to Individuals only)**

### **2.1 PASSBOOK**

(a) The Customer must present his savings account passbook for withdrawal at the Bank's counter. Entries in the passbook will either be machine validated or entered manually.

(b) The passbook is not conclusive as to the current balance of the savings account as deposits may be made or items charged without any entry being made in the passbook.

(c) If the passbook is lost, mislaid or destroyed, the Bank may allow the balance in the account to be withdrawn or transferred to a new account subject to such conditions set by the Bank.

(d) For School Children Account. The Bank may convert the Account to an appropriate product when the accountholder or its beneficiary exceeds the age limit set by the Bank.

### **3. FIXED DEPOSIT**

Fixed Deposits can be placed for tenures in multiples of one (1) to sixty (60) months or such other tenure permitted by the Bank. If the maturity date falls on a non-Business Day, any disposal instructions by the Customer will be carried out on the next Business Day. Automatic renewal will be carried out on the maturity date.

In the event the account for crediting the principal and/or interest of the Fixed Deposit on maturity date is closed, the amount to be credited will be renewed as a Fixed Deposit for the same tenure, if instructions are not received from the Customer before the maturity date.

#### **3.1 Premature Withdrawal**

Premature withdrawal may be allowed subject to the terms and conditions as below:

##### **3.1.1 Premature withdrawal before 1 January 2019**

(a) No interest is payable to premature withdrawal of fixed deposit that has not completed tenure of at least 3 months.

(b) Of any tenure, upon completion of at least 3 months tenure, half of the original contracted rate shall be paid for each completed month.

##### **3.1.2 Premature withdrawal on or after 1 January 2019**

(a) Effective from 1 January 2019, no interest is payable regardless of the number of completed months at the time of premature withdrawal.

(b) For Retail and SME, 3.1.1 (a) and (b) applies.

## **4. FOREIGN CURRENCY ACCOUNT**

### **4.1 GENERAL TERMS FOR THE FOREIGN CURRENCY ACCOUNT ("FCA")**

(a) The terms and conditions under this **Clause 4.1** are applicable for both Current Account and Fixed Deposit Accounts (collectively referred to as "FCA") opened with the Bank.

(b) The Customer will comply with all the following conditions, overnight limits and regulations which are subject to change by Bank Negara Malaysia from time to time. The Bank may impose any other conditions and/or overnight limits for purpose of controlling and monitoring.

(c) The Bank may reject or reverse any deposits or proceeds in the absence of clear and specific instructions or which may result in a breach of the aforesaid conditions or overnight limits (including caused by crediting of interest or fluctuations in exchange rate).

(d) The Customer is required to notify the Bank of the following in the operation of the FCA:-

(i) of change in the volume of export proceeds in the case of exporters, change in the qualifying conditions that affect the prescribed overnight limits and any breach of the qualifying conditions and/or overnight limits imposed by Bank Negara Malaysia; and

(ii) prior to the remittance by telegraphic/mail/electronic transfers or otherwise of any proceeds to the Customer's FCA.

(e) Withdrawals from any FCA in a currency other than the currency of that FCA shall be at the conversion rate determined by the Bank. The Bank is under no obligation to accept deposits or allow withdrawals of foreign currency notes.

(f) The Bank may receive for the credit of the FCA any cheque, draft, mail and telegraphic transfer, negotiable instrument and any monies payable to the Customer *PROVIDED THAT* the aforesaid instruments are acceptable to the Bank. Proceeds of any Ringgit Malaysia or other foreign currency cheque, draft or negotiable instrument and monies payable to the Customer shall be credited to the FCA at the conversion rate to be determined by the Bank.

(g) The opening and operation of the FCA is also subject to the banking practices and all applicable laws of Malaysia, Notices on Foreign Exchange Administration Rules issued pursuant to Section 214 of the Financial Services Act 2013, rules of the Association of Banks in Malaysia and the rules and regulations of other regulatory bodies.

#### **4.2 FOREIGN CURRENCY FIXED DEPOSIT ACCOUNT ("FCFDA")**

(a) A Foreign Currency Fixed Deposit Account ("FCFDA") may be opened in any currency other than Ringgit Malaysia, subject to BNM's Foreign Exchange Administration Rules and acceptable to the Bank. Deposits into the FCFDA will be for a tenure and rate as agreed with the Bank. The Bank reserves the right to impose limits on the amounts and tenure of the deposit.

(b) Withdrawal of deposits can be made only on maturity and at the branch of deposit. The Bank may allow premature withdrawal of deposits however no interest or profit is payable regardless of the number of completed months at the time of premature withdrawal.

(c) If the maturity date falls on a non-Business Day, any renewal or withdrawal instructions by the Customer will be carried out on the next Business Day.

(d) The Bank is under no obligation to renew the tenure of the deposit or to remit such matured sums to the Customer or to any of his accounts unless instructed by the Customer.

#### **5. GENERAL TERMS FOR HOUSING DEVELOPMENT ACCOUNT ("HDA")**

(a) The Customer agrees that the HDA shall be operated in accordance with the Rules and Regulations for the control and regulation of such accounts under the laws governing housing developers in West Malaysia, Sabah and Sarawak.

(b) The HDA is a non-chequeing current account i.e. there will be no cheque book issued by the Bank for the HDA. The Customer shall ensure that there are sufficient and cleared funds in the HDA to meet all requests and at no time shall the HDA be overdrawn.

(c) All withdrawals from the HDA shall be supported by such certification and documents as required by the Rules and Regulations together with the duly completed withdrawal application form and within such limits as may be imposed by the Rules and Regulations.

(d) The Customer may with approval in writing from the controlling authority under the applicable Rules and Regulations:-

(i) withdraw all (surplus) monies in the HDA without closing the HDA; or

(ii) Withdraw all monies and close the HDA.

#### **6. MONEY MARKET DEPOSITS**

##### **6.1 MONEY MARKET DEPOSITS ACCOUNT ("MMD ")**

(a) An MMD may be opened with not less than the minimum cash deposit in Ringgit Malaysia ("Deposit(s)"), as determined by the Bank from time to time.

(b) The tenure of each Deposit(s) may range from overnight up to a maximum of 364 days or such other tenure fixed by the Bank from time to time.

(c) The acceptance and continuance of the MMD shall be at the Bank's discretion and the Bank shall not be

bound to disclose reason for its non-acceptance or discontinuance.

(d) The interest rate for the Deposit(s) is available on request at any branch or from the Bank's dedicated money market dealers and these rates may also be displayed at the Bank's website. These rates may fluctuate from day to day and may also fluctuate intraday and the Bank is under no obligation to hold the rate.

(e) The Bank is the calculation agent to determine the interest amount payable on the Deposit(s). The interest rate once determined by the Bank and accepted by the Customer will be fixed at that rate throughout the period of the Deposit.

(f) Interest is calculated based on simple interest formula i.e. Amount of Deposit x T x interest rate where T is the number of days in the Deposit(s) period (including placement date but excluding maturity date). The Deposit(s) period for interest computation shall be adjusted for any expected or unexpected holidays.

(g) Interest is paid on maturity of the Deposit(s). If the maturity date falls on a non-Business day, interest shall be payable on the next Business Day. No interest will be paid on Deposit(s) uplifted before the Maturity Date.

## 6.2 Premature Withdrawal

Premature withdrawal may be allowed subject to the terms and conditions as below:

### 6.2.1 Premature withdrawal before 1 January 2019

(a) No interest is payable to premature withdrawal of MMD that has not completed tenure of at least 3 months.

(b) Of any tenure, upon completion of at least 3 months tenure, half of the original contracted rate shall be paid for each completed month.

### 6.2.2 Premature withdrawal on or after 1 January 2019

(a) Effective from 1 January 2019, no interest is payable regardless of the number of completed months at the time of premature withdrawal.

(b) For Retail and SME, 6.2.1 (a) and (b) applies.

## 6.2 INSTRUCTION ON DEPOSITS

(a) The provisions of **Clause 3** of the **General Terms and Conditions** shall apply to instructions on MMD.

(b) The Bank will issue confirmation to the Customer ("Confirmation") after the execution of each Instruction for the placement of Deposit(s). Instructions relating to other matters will not be confirmed. The terms specified in each Confirmation shall be deemed to be agreed by the Customer unless the Bank receives notice in writing from the Customer of any errors within fourteen (14) days after the date of the Confirmation. All Confirmations shall be final, conclusive and binding on the Customer, in the absence of manifest error.

(c) The execution by the Bank of any Instructions shall constitute a binding contract and the Customer shall be bound to perform the contract according to its terms. Such transactions will not be subjected to receipt by the Bank of any written confirmation from the Customer.

(d) Any Confirmation, notice or communication to the Customer shall be validly given if it is sent by facsimile, personal dispatch or courier, ordinary post or e-mail to the Customer's last known residential/office address or its e-mail or facsimile address registered with or maintained by the Bank or is communicated to the Customer by telephone.

(e) The Bank shall be discharged from its liability for the Deposit(s) and the interest payable on the Deposit(s) once these amounts are remitted to the account designated by the Customer.

(f) The Bank shall be entitled to effect payments of interest on the Deposit(s) net of any deductions, withholding tax or any other taxes, including goods and services tax or levies imposed on such payments or transfers under the law.

## 6.3 STANDING INSTRUCTION ("SI")

(a) The Customer may issue or terminate the Standing Instructions in writing (or by any other means permitted by the Bank) to the Bank. Where payment pursuant to the Standing Instructions cannot be made due to insufficient funds, the Bank shall not effect payment for the payment date concerned. The Customer must make alternative arrangements to effect the missed payment. The Bank may terminate the Standing Instructions as to future payments at any time after being advised by the payee that no further payment is required.

(b) Standing Instructions for payments made via Demand Draft, Cashier's Order, Mail Transfer or Telegraphic Transfer are subject to the Bank's prevailing terms and conditions for remittance. Standing Instructions are subject to any arrangements between the Customer and the Bank in relation to the Account or any banking accommodation accorded to the Customer.

(c) Any instruction to stop periodic payment under the Standing Instructions shall be deemed as instruction to

terminate the Standing Instructions. Reactivation of the Standing Instructions requires execution of a fresh Standing Instructions. Any instructions to vary or terminate or revoke the Standing Instructions shall be given by the Customer in writing.

(d) The Standing Instructions will remain effective for the protection of the Bank in respect of payments made in good faith notwithstanding the death or bankruptcy/winding-up of the Customer or revocation of the Standing Instructions until notice of such event has been received by the Bank.

(e) The Standing Instructions are subject to charges levied by the Bank for each periodic payment effected by the Bank. Such charge is not refundable even if the instruction is not effected due to insufficient funds. The Customer will also pay the incidental postage and stamp duty and inland exchange if applicable.