

## TERMS AND CONDITIONS FOR AMMONEYLINE FACILITY-i

*The information provided in this Terms and Conditions is valid from 8 May 2023.  
For latest revision log on to [ambank.com.my](http://ambank.com.my).*

**REMINDER:** The Customer is hereby reminded to read and understand the terms and conditions below and the additional terms and conditions (if any), which are available at [www.ambank.com.my](http://www.ambank.com.my). If the Customer does not understand any of the terms and conditions and the updated terms and conditions (if any), the Customer is advised to discuss with any of the Bank's authorized representative.

### 1. DOCUMENTATION

**1.1** This Terms & Conditions is made between AmBank Islamic Berhad [Registration No. 199401009897 (295576-U)] (hereinafter referred to as "**Bank**") and the Applicant(s) (as named in the Application Form) . This Terms and Conditions shall bind the Applicant whose application for AmMoneyLine Facility-i (hereinafter referred to as "**Facility**") has been approved by the Bank (the applicant shall hereinafter referred to as "**Customer**").

### 2. INTERPRETATION

**2.1** The Terms and Conditions herein and all other documents relating to the Facility shall form a binding agreement of this Facility.

**2.2** The Terms and Conditions set forth herein are in addition and supplemental to and not in substitution for or in derogation of any other terms and conditions binding upon the Customer from time to time.

### 3. FACILITY, SHARIAH CONCEPT AND ITS MECHANISM

**3.1** This Facility is a term and unsecured financing facility based upon the Shariah concept of Murabahah Tawarruq, Wakalah and Wa'd.

**Tawarruq** means an arrangement that involves two sale and purchase contracts. The first involves the sale of the commodity by the Bank to the Customer on deferred payment at cost plus profit basis whereby the purchase price and the sale price are disclosed to the Customer. Subsequently, the Customer will sell the same commodity to a third party on cash and spot basis.

**Wa'd** means a unilateral promise or undertaking which refers to an expression of commitment given by one party to another to perform certain actions in the future.

**Murabahah** is a sale and purchase of a commodity on deferred basis where the acquisition cost and the mark-up are disclosed to the Customer.

**Wakalah** refers to a contract in which a party as principal (muwakkil) authorises another party as agent (waki) to perform a particular task in matters that may be delegated, with or without the imposition of a fee. In this product, you appoint the Bank as unrestricted agent to perform the Tawarruq arrangement.

#### 3.2 Purchase Request and Undertaking to Purchase

(i) the Customer will issue a request and give an undertaking ("**Purchase Request and Undertaking to Purchase**") to purchase an identified commodity ("**Commodity**") from the Bank at the sale price ("**Bank's Selling Price**"). The Bank's Selling Price comprises of cost to acquire the Commodity (equivalent to the "**Facility Amount**") plus the Bank's profit where the profit is calculated based on the following formula:

Profit: Commodity Cost (equivalent to Facility Amount approved) x Profit Rate x Tenure

The exact amount of the Profit payable by the Customer is as appended in the Profit Schedule.

(ii) pursuant to the Purchase Request and Undertaking to Purchase, the Bank (in its own capacity) will proceed to purchase the Commodity from the commodity supplier.

(iii) The Bank will issue a notification of the Bank's approval to the Purchase Request via telephone call or short-messaging-service ("**SMS**") to the Customer on the approved amount, Bank's Selling Price and tenure of the Facility prior to the execution of the Murabahah Sale Contract.

### **3.3 Appointment of the Bank as Agent**

- (i) The Customer may appoint the Bank to be its agent to sell the Commodity and to execute and perform the Murabahah Sale Contract for and on its behalf.
- (ii) The appointment of the Bank as the agent of the Customer shall be in accordance and substantially in the form of Appointment of Agent.
- (iii) subsequently and pursuant to the Appointment of Agent, if requested by the Customer, the Bank on behalf of the Customer will sell the commodity to a third-party purchaser on cash basis and the proceeds will be paid to or for the benefit of the Customer in accordance with the terms of this Agreement.
- (iv) The Customer shall be bound by all acts and transactions from time to time entered into by the Bank as its agent under and in accordance with terms of the Appointment of Agent.
- (v) The Customer undertakes to indemnify the Bank from each and all claims, losses, costs, expenses or damage that the Bank may suffer or incur as a result of executing and performing the Bank's agency function as set out above and in the Appointment of Agent save and except and to the extent of any ta'addi (misconduct), taqsir (negligence) or mukhalafah al-shurut (breach of specified terms) on part of the Bank.
- (vi) Notwithstanding the Appointment of Agent, the Bank may at its discretion and at any time, refrain, defer, delay and/or refuse to act as agent of the Customer for any reasons whatsoever; and the Bank shall not be liable for any consequences of whatsoever nature arising from or due to the inaction as aforesaid.

### **3.4 Murabahah Sale Contract**

- (i) Upon the Bank's purchase of the Commodity from the commodity supplier, the Bank and the Customer (through the Bank as its Agent) will enter into a Murabahah Sale Contract in which the Bank sells to the Customer and the Customer purchases the Commodity from the Bank at the Bank's Selling Price. The Customer shall pay the Bank's Selling Price on deferred payments basis.
- (ii) The Murabahah Sale Contract shall be deemed to have been concluded upon its execution by both the Bank and the Customer; whereupon the beneficial ownership to the Commodity (including any warranty, express or implied thereto) together with the right to take delivery of the Commodity and all risks and liability associated with the Commodity shall immediately pass from the Bank to the Customer.
- (iii) The Commodity when purchased by the Customer from the Bank shall be on an "as is where is" basis provided that its specification and quality are as mentioned in the relevant certificate of identification and ownership of the Commodity ("Sub Certificate") and the Customer shall have no remedy against the Bank in respect of quality, condition, or otherwise in respect of the Commodity. The Customer irrevocably and unconditionally waives any right of warranty and any claim of defect liability in respect of the Commodity against the Bank.
- (iv) In the event the Customer intends to take delivery of the Commodity, the Customer will bear all costs and expenses (including Takaful) for the delivery of the Commodity.
- (v) The Bank will retain the relevant Sub Certificate in its custody in trust for the benefit of the Customer pending subsequent sale of the Commodity to a third-party purchaser including Bursa Suq Al-Sila by the Bank acting as agent of the Customer pursuant to the Appointment of Agent.
- (vi) Upon written request, the Customer shall have the right to inspect and/or be furnished with a photocopy of the Sub Certificate of the Commodity.
- (vii) If the Customer wishes to sell the Commodity in the market to a third party for cash and on spot basis, the Customer may appoint the Bank as the Customer's agent to undertake such transaction on behalf of the Customer pursuant to the Appointment of Agency.
- (viii) The Murabahah Sale Contract may be terminated by either the Bank or the Customer due to breach of specified terms or subject to and upon mutually agreed terms between the Bank and the Customer whereupon, the Commodity will be returned to the Bank and the Bank's Selling Price (less rebate) will be returned to the Customer. In the event that the Commodity has been sold to the Commodity Purchaser, an amount equivalent to the value of the Commodity will be returned to the Bank.

**3.5** The Purchase Request and the Undertaking to Purchase, the Murabahah Sale Contract and the Appointment of Agent shall be executed in the forms as prescribed by the Bank.

### **3.6 Trading fees**

Trading fees in relation to sale and purchase of Commodity pursuant to this Facility incurred by the Bank, if any, shall be solely for the account of the Customer (to be apportioned between the Bank and the Customer).

**3.7** The Bank shall deliver to the Customer a Notification Letter informing the confirmation of Customer's commodity purchase and sale transactions along with a notification that the Facility Amount has been disbursed to the Customer.

**3.8** The Facility amount (minimum facility amount being RM2,000.00) is subject to the Bank's approval and discretion and may be varied from time to time by the Bank.

#### **4. EFFECTIVE DATE**

**4.1** The Customer hereby understands and confirms that the Facility will be made available for disbursements subject to the discretion of the Bank. This Terms and Conditions shall take effect from the date this Facility is approved.

#### **5. CONDITION PRECEDENT FOR DISBURSEMENT**

**5.1** All telephone conversations made between the Bank's employees and the Customer will be recorded by the Bank for record/verification purposes. Any agreements made between Customer and the Bank through the phone will be regarded as valid and binding on the Customer.

**5.2** Customer is reminded to read and understand this Terms and Conditions. Upon the Bank's receipt of the Application Form which is signed by the Customer together with the relevant documents, the Customer is deemed to have accepted the Facility in the sum within the range as applied by the Customer and approved by the Bank and have provided all the documents and information in good faith, and the documents and information are deemed to be true and correct. When the Bank receives the documents, the Customer's signature in the Application Form will be legally binding on the Customer.

**5.3** This Facility may be utilized after all conditions precedent in this Terms and Conditions are fulfilled to the satisfaction of the Bank.

**5.4** The Customer shall execute all aqad and documents necessary to ensure the Murabahah Tawarruq transaction shall be done as agreed with the Bank including to appoint the Bank as the Customer's agent to execute the Murabahah Tawarruq transaction for the purpose of this Facility. The details of the Murabahah Tawarruq transaction is as per agreed in the Appointment of Agent.

#### **6. DISBURSEMENT TERMS**

**6.1** The Bank will disburse the Facility Amount (equivalent to proceeds from sale of the Commodity to third party) that was approved by Bank to the Customer's AmBank Islamic Savings/ Current Account after deducting all fees and charges payable to the Bank.

**6.2** The Customer agrees that subject to prior notice to the Customer, the Bank shall be at liberty to change or amend the mode of disbursing the sale proceeds with prior notice prior to the disbursement of the sale proceeds.

#### **7. PROFIT RATE**

**7.1** The Customer agrees to pay the profit rate charged on the Facility Amount at a rate determined by the Bank. The profit rate is part of the calculation of the Bank's Selling Price.

#### **8. PAYMENT BY CUSTOMER**

**8.1** The Bank's Selling Price shall be paid according to the number of monthly instalments informed by the Bank to the Customer as set out in the Notification Letter which also sets out the Facility monthly instalment period and other information sent to the Customer upon approval of the Facility.

**8.2** The first instalment shall be due to be paid on following specified date of the calendar month after the disbursement of the full Facility Amount is made:

- (i) For disbursement made on the 1st-4th of the month, the due date shall be on the 20th day of the current month.
- (ii) For disbursement made on the 5th-19th of the month, the due date shall be on the 5th day of the following month.
- (iii) For disbursement made on the 20th-31st of the month, the due date shall be on the 20th day of the following month.

Each following instalment shall be paid at the corresponding date of each successive calendar month respectively until the full Bank's Selling Price and other payment the Customer agrees to pay in this Terms and Conditions (hereinafter referred to as "**Indebtedness**") is paid and fully settled.

- 8.3** All payment shall be made to the Bank fully without any set-off and/or any other deduction for tax or any other deductions.
- 8.4** If the law requires a deduction from any payment, the Customer is required to increase the payment to make sure that the net amount received by the Bank is the same as the amount that should be received by the Bank had that deduction not been done.
- 8.5** Whatever payment received from the Customer will be applied in a manner considered appropriate by the Bank.
- 8.6** The Bank's Selling Price's monthly instalments and the period of instalments cannot be changed by the Customer without the consent of the Bank.
- 8.7** The Customer undertakes to make satisfactory and sufficient arrangements for the payment of monthly instalment in accordance to the Terms and Conditions even if he is outside of Malaysia for any period of time.
- 8.8** If the Bank makes claims against the payment of the Bank's Selling Price, the Customer shall be responsible to pay the late payment charges on the amount still outstanding or monthly instalments that were not paid after the claim date until settlement. The late payment charges will be accrued on a daily basis (after the judgment or order of the courts as well as before) and the late payment charges that were not paid, will be debited from the Customer's account at the end of each calendar month.
- 8.9** The Customer may, cancel this Facility by written notification to the Bank, within thirty (30) calendar days from the disbursement date, and on the condition that the disbursed Facility Amount is not utilized. Upon notification of cancellation, the Bank shall reverse the first month's profit charges and billed stamp duty together with the AmBank Islamic CASA fees and charges for early closure, and the Facility will be cancelled/closed. However, the Customer is deemed to have accepted the Facility if part of the disbursed Facility Amount has already been utilized and/or disbursed into the facility/account of other Financial Institution(s), of which no cancellation of Facility is allowed.

**8.10 Monthly Payment Authorisation**

- (a) For application under AmBank's Payroll Customer Program, the Customer is required to enrol for Auto-Debit (Monthly Payment Authorisation) for monthly instalment payment from your AmBank Islamic's Payroll Savings / Currents Account.
- (b) The Customer irrevocably authorises and instructs the Bank, as the case may be, to debit from the Customer's Account the monthly instalment as they are due including any applicable fees, profit and all other charges related to the Facility. This Authorisation also extends to any increase in profit rates (if any) and the Customer hereby confirms and agrees that, subject to the terms of the Facility, so long as the Monthly Instalments remains due, there is no limit to the payments by amount and/or frequency pursuant to this Authorisation.

The direct debit shall be subject to the following terms and conditions:

- (i) The Customer must make sure that sufficient funds are kept in the Customer's Account to meet the instalment payment. If the Customer's Account is a current account-i, the Customer must also make sure sufficient funds in the Customer's Account to honour cheques deposited for payment after the instalment payments are debited from the Customer's account. The Customer acknowledges that the Bank will not be liable for defamation and/or for breach of contract and/or for any losses, damages, expenses, costs or charges whatsoever arising from remarks made on the returned cheque(s) by the Bank, as the case may be, and/or on the grounds that cheque(s) issued under the Customer's Accounts was returned due to insufficient funds as a result of the Bank debiting the Customer's Account pursuant to this authorization/instruction. The Bank may levy a charge on all standing instructions on due dates, which charge may not be refunded even if the instruction cannot be carried out due to insufficient funds.
- (ii) Although the Bank will try to effect such monthly payment, the Bank will not be held liable if the Bank is unable to effect such monthly payment or to follow such instruction due to reasons which are not attributable to the Bank or which are beyond the Bank's reasonable control or by virtue of any of the Bank's operational and/or system errors or malfunction unless due to the Bank gross negligence or wilful default.

## 9. YEARLY REBATE ON THE PROFIT PAID

9.1 Customers that had settled the monthly instalment payment before or on the determined date for twelve (12) months consecutively will be given a rebate of 5% on the total sum of the profit that was paid for that particular year. This rebate will be given at the 13th month and will be stated on the statement of the 13th month. The Bank reserves the right to change or cancel the rebate at any time and from time to time by giving prior written notice of twenty-one (21) calendar days to the Customer.

9.2 At the end the Facility period, for payment made before or at the determined date for eleven (11) months consecutively, the yearly rebate will be given on the 12th month which will be the last instalment.

## 10. PREPAYMENT / EARLY SETTLEMENT AND IBRA' (REBATE)

10.1 If the Customer wants to settle the Bank's Selling Price fully before the Facility Instalment's period ends, the Customer is required to give the Bank a one (1) month prior written notice.

10.2 The Bank will give ibra' (rebate) if any, on the remaining amount of the Bank's Selling Price which has not been settled by the Customer based on the following situations:

- (a) For variable profit rate, if the amount of profit calculated based on the effective rate of profit is lower than the total profit calculated based on the ceiling /contracted profit rate.
- (b) Based on the full settlement of the Facility by the Customer in the following situation:
  - (i) Redemption or prepayment of the Facility;
  - (ii) Due to a restructuring of the Facility;
  - (iii) In case of default by the Customer;
  - (iv) In the event of termination or cancellation of the Facility before its expiry.

ibra' (Rebate) will be calculated based on the following formula as prescribed by Bank Negara Malaysia: -

**ibra' (Rebate) = Deferred profit – Early settlement charges.**

## 11. LATE PAYMENT CHARGES

11.1 The Customer hereby agrees to and acknowledges that the Bank reserves the right to impose and demand from the Customer late payment charges if the Customer fails to do the following:

- (i) Pay all outstanding instalments and/or the total amount agreed to be paid by the Customer to the Bank on its respective due dates; and/or
- (ii) Payment upon expiry or revocation of the Facility.

The late payment charges will be calculated according to the rate stated below:

(a) Prior to maturity date

Late payment charges rate: 1% per annum calculated on daily basis.

On the amount of: (a) Overdue instalments, to be calculated after the due date until the full settlement of the overdue instalments; and/or

(b) The outstanding balance, to be calculated from the date of cancellation until full settlement of the outstanding balance.

(b) After maturity date

Late payment charges rate: Current Islamic Interbank Money Market rate (IIMM) per annum calculated on daily basis.

On the amount of: The outstanding balance calculated from the maturity date until full settlement.

(c) After the Bank had obtained court judgment against the Customer

Late payment charges rate: IIMM rate per annum calculated on daily basis from the date of court judgment to the settlement date.

On the amount of: The outstanding balance (excluding legal cost and late payment charges as stated in the judgment) to be calculated from the date of judgment until full settlement of the judgment sum.

Note:

- (i) Late payment charges shall not be compounded.
- (ii) Total late payment charges shall not be more than the outstanding principal.
- (iii) The late payment charges and method of calculation thereof are subject to change as may be prescribed by Bank Negara Malaysia.
- (iv) Outstanding balance refers to principal balance and earned profit.
- (v) The late payment charges are cumulative and subject to the applicable period.

## 12. FACILITY PERIOD

**12.1** The Facility period is the period determined by the Bank and agreed by the Customer and shall be reflected in the Notification Letter.

**12.2** Application via AmOnline Channel – The option for Facility Tenure is at minimum 12 months to maximum 60 months only.

## 13. RIGHTS TO TERMINATE THE FACILITY

**13.1** The Bank has the right to recall, terminate or withdraw the Facility at any time (including before the issuance of the Facility) if there is any breach of any provision of this Terms and Conditions. Upon the termination or withdrawal of the Facility, all outstanding amount owed by the Customer under this Facility shall immediately become due and payable.

**13.2** The Bank also has the right to suspend or discontinue the Facility and for an indefinite period of time if the Bank is aware or has reason to believe that:

- (i) any document and information given by the Customer is fake or untrue or is misleading; or
- (ii) there are any fictitious, fraud, forgery and fraudulent misrepresentations in the application for the Facility by the Customer.

## 14. REPRESENTATIONS AND WARRANTIES

**14.1** The Customer gives representations and warranties that:

- (i) The Customer has full legal capacity and is authorized to enter and undertake the obligations under the Facility as stated in this Terms and Conditions.
- (ii) No situation has happened which caused (or by giving notice or lapse of time or both which has caused) the happening of one or more Events of Default stated below;
- (iii) Customer is not in breach of any agreement that may have a significant effect and will affect the condition of his/her financial status.
- (iv) The Customer shall ensure at all times that the Facility are to be utilized for *Shariah*-compliant goods and purposes only.

## 15. DISCLOSURE

**15.1** The Customer with this allows the Bank and/or its officers to:

- (i) Use or disclose any information that is relevant to the Customer and this Facility to any debt collectors/debt collecting agencies, regulatory agencies, shareholders, consultant or advisor of the Bank, as the Bank deems necessary in terms of any action taken for the purpose of enforcement of any right of the Bank under the Facility and this Terms and Conditions;
- (ii) Disclose any information connected to the status of the Customer's personal information, credit position (including account number(s)) and conduct of the Facility to any credit reporting agency, bank and/or financial institution(s) and/or shareholder of the Bank, consultant and advisors or to any other party or stakeholder(s) considered necessary by the Bank.
- (iii) Disclose information to Bank Negara Malaysia regarding the Customer's Facility or the Customer's account as needed.

## 16. EVENTS OF DEFAULT

**16.1** The Bank reserves the right to end and/or to withdraw the Facility and claim for full payment of the Indebtedness if: -

- (i) The Customer fails to pay any amount indebted under the Facility or any other financing or facilities the Customer has with the Bank on their respective due dates;
- (ii) In the event that there is any breach of any of the obligations stated under the Facility or this Terms and Conditions or in any existing facilities with the Bank or AmBank Group;
- (iii) The Customer acknowledges in writing or otherwise on his inability to pay the Indebtedness when the indebtedness matures or the Bank believes that the Customer is and unable to pay such Indebtedness when

the Indebtedness becomes due;

- (iv) Any bankruptcy or insolvency proceeding is initiated against the Customer;
- (v) Any distress or other orders executed on or against any part of the property belonging to the Customer and is not discharged within fourteen (14) calendar days from the date of order given;
- (vi) Any debt of the Customer to any third party which is not settled on the maturity date or has become payable before its maturity as stated or any guarantees given by the Customer is not fulfilled when it has reached the maturity date and is claimed;
- (vii) Any representation or warranty made by the Customer to the Bank is not true when it is made (or deemed to be made) or it is repeated at any time when referred to the fact that at the time it was given, has ceased to be true and accurate in any aspect;
- (viii) The provision of this Facility is a related party transaction as defined under Section 57 of Islamic Financial Services 2013; and
- (ix) The Customer passed away or became insane or mentally unfit.

**16.2** The Customer must immediately inform the Bank in writing of the occurrence of any of the situation stated above except sub-clause (i) above, where the successor or close family or representative from the Customer must inform the Bank in writing, should the said events occur.

**16.3** The Customer shall indemnify the Bank against any claim, losses, damage or liability suffered by the Bank as an effect from any of the above Events of Default.

## **17. APPROVAL OF FACILITY**

**17.1** The approval of the application is conditional upon the execution, delivery and perfection of the documents required by the Bank. The Bank may refuse the application for the Facility.

**17.2** The Bank may at its discretion approve the application for the Facility amount and the Facility instalment period specified by the Customer or such lower Facility amount and/or shorter Facility instalment.

**17.3** The Bank will issue a notification of the Bank's approval via short- messaging-service ("SMS") to the Customer upon the facility is approved / prior to the facility disbursement.

**17.4** The Customer acknowledges that the acceptance of the Facility by the Bank is completed upon the Bank issuing the Notification Letter -upon the terms therein contained and crediting the approved Facility amount into the AmBank Islamic current account/ savings account indicated by the Customer herein notwithstanding that the Facility amount remains unused in the said Account.

**17.5** Any differences in the Facility amount and/or Facility instalment period applied for and as finally approved shall not affect the validity of these Terms and Conditions. It is agreed that that the submission of the application for the Facility and the issuance of the Notification Letter that an agreement on the part of the Customer to borrow the Facility amount approved by the Bank and for the Bank to make available the Facility and no other formal documents are required to be executed further between the Customer and the Bank.

**17.6** The Customer shall notify the Bank forthwith in writing of the occurrence of any of the above events, save and except clause 16.1(ix), wherein the next of kin shall notify the Bank in writing forthwith of such occurrence.

**17.7** The Customer shall indemnify the Bank against any loss, damage or liability incurred by the Bank as a consequence of any Event of Default.

## **18. CHANGES TO CIRCUMSTANCES**

**18.1** In the event that any changes in the laws, rules, guidelines or requirements by the authorities (or in its interpretation or implementation) or for the purpose of compliance by the Bank to any direction, requests or requirements applicable (whether it has any legal effect or not) that impose on the Bank any conditions, burden or additional obligation, the Bank may terminate the Facility upon notice to the Customer whereupon all the outstanding amount under the Facility shall become immediately due and payable.

## **19. COSTS AND EXPENSES**

**19.1** All costs, charges and expenses incurred by the Bank related to or arise from or incidental to the Facility have to be paid by the Customer immediately upon demand by the Bank.

- 19.2** All stamp duties and legal fees payable (evaluated on the basis of lawyer and client) or incurred by the Bank:
- (i) related to or incidental to the provision of the Facility; and/or
  - (ii) related to enforcement of its rights under the Facility, has to be paid by the Customer when demanded by the Bank.

**19.3** Where applicable, all services, fees or charges provided by the Bank will include the prevailing taxes. Should there be any change in the taxes or applicability of taxes on any fees and charges due to the change in taxes laws, the Bank has the right to change the amount payable by the Customer.

## **20. RESTRUCTURING**

**20.1** This Terms and Conditions is valid and binding on all parties even if one party has changed due to any mergers, restructuring or other like circumstances and no changes on any party will affect their existing liabilities and obligations, whether it is from the past, present or future.

## **21. SUSPENSE ACCOUNT**

**21.1** Any monies received from the Customer may be credited into a Shariah-compliant suspense account without any returns by the Bank as long as the Bank deems fit. The Bank is not liable to use the money received or part of it for the payment of the Customer's Indebtedness to the Bank.

**21.2** Regardless of the monies credited into the suspense account, if the Customer has gone bankrupt, the Bank may still prove and agree to receive any relevant dividends or compositions related to the Indebtedness due by the Customer to the Bank as if the money has not been credited.

## **22. CONSOLIDATING AND MERGING OF ACCOUNTS**

**22.1** The Bank may rightfully at any time but with written notice of at least seven (7) calendar days prior to the Customer, merge or consolidate any or all of the Customer's accounts (including joint accounts with other parties) regardless of location, for any liabilities and obligations due by the Customer to the Bank. The Bank may exercise its right after the expiry of the seven (7) calendar days' notice period.

## **23. FINALITY OF CALCULATION**

**23.1** The Bank's calculation on the amount due is final unless proven to be an error that is obvious and indisputable.

## **24. RIGHT TO SET OFF**

**24.1** The Customer agrees that if the Customer defaults on his Indebtedness to the Bank and/or AmBank Group under any facilities given by the Bank and/or AmBank Group to the Customer, the Bank is entitled to freeze all or part of the balance in any of the Customer's accounts (including joint account with any third party) with the Bank at any of its branches or offices ("**Available Balance**") equal to the total amount of debt defaulted by giving seven (7) calendar days' notice to the Customer to clear the payment of the defaulted Indebtedness.

**24.2** If the Customer fails to clear the defaulted Indebtedness within the seven (7) calendar days period, the Bank is entitled to fully set off any Available Balance with the full amount of defaulted Indebtedness to be paid.

## **25. RIGHT TO FREEZE ACCOUNT**

**25.1** The Customer agrees with the Bank that the Bank has the right to freeze any withdrawal and/or deposits into/from any of its accounts, with prior notice to the Customer, when:

- (i) The Bank is of the reasonable opinion that a mandate for an account has been abused;
- (ii) The Bank in its discretion reasonably finds/discovers that information / document for personal documentation submitted to the Bank for opening of an account was later found to be fake / incorrect / amended / misrepresented;
- (iii) cheque / instrument of finance / amount credited into the account is a result of falsification / amended instrument and instruction/falsified transaction, with/without the Customer's involvement;
- (iv) a report is made by third party to the police / the Bank that the account has been used to make false transaction / savings /fraud/ canvassing customers for illegal deposit-taking or involved in illegal activities in any way. The Bank's may at its discretion to freeze the account shall depend on its own internal investigation or information by the police/authorities;
- (v) death, bankruptcy or petition of winding up on the Customer, subject to the Bank being informed by any parties or if such is made known to it by any other means;
- (vi) a notice of a proceeding is brought before the Bank notifying the Bank that the account holder is now a judgment debtor;



- (vii) the Bank enforces its right to set-off under this Terms and Conditions; or
- (viii) the Bank is instructed to freeze the account by Bank Negara Malaysia / authorities under any applicable laws.

**25.2** After freezing the account, the Bank may at its discretion transfer the frozen amount/ Available Balance to an account without returns until the resolution of relevant issue related to the said account/as instructed by the Court / relevant authorities.

## **26. RELATED PARTY TRANSACTION**

**26.1** Connected Parties: to the best of the Customer's knowledge and information, the granting of the Facilities is not a related party transaction and to the best of the Customer's knowledge: -

- (i) the Customer's director(s) is/are not a close relative to any Connected Parties of the Bank, or any of the Bank's subsidiaries or entities controlled by the Bank;
- (ii) it has no control over the Bank's Connected Parties; and
- (iii) none of the Bank's Connected Parties are interested as director, partner, executive officer, agent of or guarantor for the Customer, its holding company and/or its ultimate holding company.

The Customer shall immediately inform the Bank if the above is not true and correct and provide the Bank with the names of the Connected Parties and their relationship thereto.

## **27. NOTICE**

**27.1** Any claim or notices to the Customer under this Terms and Conditions shall be in writing and can be signed by the General Manager, Manager, or authorized Bank officer or any solicitors or law firms acting on behalf of the Bank.

Claim or notice (including the writ of summons and legal claims) shall be delivered to the Customer by prepaid registered post or delivered personally to the Customer's address as stated in the application or to the Customer's usual or last known place of business, employment or residence.

Any of the claims or notices if delivered via post shall be considered received by the Customer five (5) calendar days after postage AND delivery by person considered received on delivery time.

**27.1** Any notices that need to be given to the Bank under this Terms and Conditions shall be in writing and signed by the Customer. The notice can be delivered to the Bank by post or delivered personally to the Bank at the address stated herein or other address as informed by the Bank to the Customer and will only be considered delivered to the Bank on the date of the actual receipt by the Bank.

**27.2** Any writ, notice, statement, reminder or certificate (hereinafter referred to as "Said Document") given by the Bank shall not require signature of any Bank officer where it has been stated in the Said Document that it is computer generated and does not require any signatures.

## **28. LIABILITY**

**28.1** The Bank will be compensated by the Customer for any claims, losses, damages, costs and expenses incurred by the Bank as a result of any Takaful remittance.

**28.2** The Bank may refuse the application of Facility and the Bank shall not be made liable for any loss resulting from the refusal.

## **29. INDEMNITY**

**29.1** The Bank will not be liable for and deny all liabilities for any losses, damages, costs and expenses that might be suffered or incurred by the Customer as a result of the approval of this Facility save and except where such losses, damages, costs and expenses are directly attributable to the Bank's gross negligence, willful default and misconduct.

## **30. FORCE MAJEURE**

**30.1** The Bank shall not be held liable for any failure to carry out its obligations due to direct/indirect acts that is beyond the control of the Bank including natural disasters such as flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil or earth or acts of public unrest such as strikes, lock out, industrial disturbances, riots, wars, each of which is beyond the control of neither Party or such other event, condition or circumstances of similar nature as may be classified as Force Majeure by the Bank from time to time.

**31. ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001 (“AMLATFA”) AND THE STRATEGIC TRADE ACT 2010 (“STA”)**

**31.1** The Customer represents and warrants that:

- (a) unless and until the Customer notifies the Bank to the contrary in writing:
  - (i) the Customer is the principal debtor in relation to the Facility;
  - (ii) no person other than the Customer has or will have any interest in the Facility; and
  - (iii) all monies which will be paid to the Bank, all collaterals and/or guarantees in favor of the Bank to secure the Facility (if any) shall come from a lawful source of activity and not unlawful activities, as defined under the AMLATFA or in contravention of the STA.
- (b) on notification that the Customer is an intermediary for other persons:
  - (i) the Bank may require, and the Customer agrees and undertakes to provide verification of the identity of the beneficiary and such other information as the Bank may require, including but not limited to certified true copies of any authorization to act or documents that may be required for the purposes of verifying the information provided by the Customer, of which the copies may thereafter be retained by the Bank;
  - (ii) the Customer further declares and certifies that the necessary “know-your-customer” checks have been conducted including but not limited to the identity, existence, address and nature of the business of the beneficiary, and it is confirmed by the Customer that the monies, funds or collateral are from a lawful source of activity and not unlawful activity under the AMLATFA or in contravention of the STA; and
  - (iii) it is further hereby clearly agreed and understood that the provision of details of the Customer’s beneficiary shall not make the Customer’s beneficiary a client of the Bank and the Bank shall be entitled to hold the Customer as the principal debtor.

**31.2** In addition to Clause 29.1 (a) and (b) hereof, the Customer hereby agrees and undertakes irrevocably and unconditionally that:

- (i) the Customer shall disclose and furnish to the Bank any information required or deemed necessary and to the satisfaction of the Bank in a timely manner within the period specified by the Bank, whether or not for purposes of complying with laws, rules, regulations, directives and guidelines of BNM and/or given, made or established by the Bank;
- (ii) pending receipt of information by the Bank from the Customer and until received and verified thereof to the satisfaction of the Bank and/or the relevant authorities, the Bank shall neither be obliged to proceed with any transactions or disbursements nor accept any monies, funds or collateral (“Assets”). In relation to Assets already in the possession of the Bank, the Bank shall be entitled (and authorised) to retain the Assets for the time being; any Assets requested to be returned to the Customer or any other party shall be returned to the Customer or any other party after the Bank receives satisfactory clearance from the relevant authorities;
- (iii) the Customer will not use the Facility for money laundering or violate any laws relating to money laundering under the AMLATFA or in contravention of the STA; and
- (iv) in no event shall the Bank or companies within the AmBank Group be liable for any direct, indirect, consequential or any losses whatsoever or howsoever arising or by reason of the Bank’s exercise of its duties under the laws for the time being in force, in particular but not limited to its statutory duties under the AMLATFA or STA.

**31.3** In the event the payment of the outstanding Bank’s Selling Price by the Customer is at any time or from time to time after the release and discharge of the Customer’s obligations in this Agreement by the Bank, found to be from an unlawful source of activity or instrumentalities of an offence as defined under the AMLATFA or in contravention of the STA, the Customer agrees and acknowledges that:-

- (i) the release and the discharge of the Customer’s obligations under this Agreement shall be automatically deemed to be invalid from the date it is established that the source of payment of the outstanding Bank’s Selling Price falls within the ambit of the AMLATFA or in contravention of the STA and the Customer shall continue to be liable to the Bank under the terms of this Agreement notwithstanding any document issued and/or executed by the Bank to release and discharge the Customer; and
- (ii) the Customer shall indemnify the Bank for any losses, damages, costs, fees and charges incurred by the Bank as a result of contravention by the Customer of the provisions of the AMLATFA and/or the STA.

**32. LAWS**

**32.1** This Terms and Conditions shall be subject to and interpreted according to the laws of Malaysia and the parties hereby agree to be subjected to the jurisdiction of the Court of Malaysia.

### 33. SUCCESSORSHIP

**33.1** This Terms and Conditions shall be binding upon the successors, representatives and replacement (if required) of the parties herein.

### 34. PRIVACY

**34.1** The Customer is hereby reminded to read and understand the Privacy Notice of AmBank Group (which is available at [www.ambankgroup.com](http://www.ambankgroup.com)) and the Customer is to be bound by the Privacy Notice of AmBank Group and the Clauses herein, related to the processing of the Customer's personal information. For avoidance of doubt, the Customer agrees that the Privacy Notice is considered merged by referring to the Application Form and this Terms and Conditions.

**34.2** If the Customer gives personal and/or financial information to a third party, including information related to their family and dependents (for individual Customer) for the purpose of opening or undertaking a Facility with the Bank or otherwise subscribing to products and services of the Bank, the Customer hereby:

- (a) confirms that he has been authorized or otherwise entitled to give information to the Bank and for use of the Bank in accordance with the Application Form and this Terms and Conditions and to give information regarding products, services and offers (including products, services and offers from AmBank Group) which the Customer and AmBank Group believe may be important and beneficial to them;
- (b) agrees to ensure that the third party's personal and financial information are correct;
- (c) agrees to update in writing if there is any changes to the personal and financial information; and
- (d) agrees to the Bank's right to terminate the Facility if the permission is withdrawn by any of the third parties.

**34.3** Additionally, but always subject to any laws, (including rules, guidelines and/or obligations) applicable for the Bank (whether in or out of Malaysia), the Customer agrees any other company in AmBank Group and any of their strategic business partner(s) may contact the Customer regarding any product, service and/or offer, in which the Bank and AmBank Group believe may be important and beneficial to the Customer.

**34.4** The Bank and AmBank Group may communicate with the Customer using various channels, including telephone, email, electronic/mobile message, facsimiles or post, to the contact information provided by the Customer.

**34.5** The Customer may inform the Bank at any time should the Customer opt to not to receive any form of communication in relation to the marketing of the Bank, AmBank Group and/or their strategic business partner(s), by contacting Customer Service Officer of the Bank via these various means:

**AmBank Islamic Berhad, Contact Center – One Stop Resolution**

Operation Hour: 7am-11pm

Telephone: 03 – 2178 8888

E-mail: [customercare@ambankgroup.com](mailto:customercare@ambankgroup.com)

Post: **AmBank Contact Centre**

Level 18, Menara AmBank,

No. 8, Jalan Yap Kwan Seng,

50450 Kuala Lumpur

**34.6** The latest written instruction from the Customer is applicable. The Customer agrees that some of the communications such as statements on the Facility to the Customer and the AmBank Group website may contain general information regarding other products and services of the Bank and AmBank Group which cannot be removed without affecting delivery/operation part of the Facility and/or without any additional cost to the Customer.

**34.7** The Bank may use a credit reporting agency to assist in its decision-making processes, such as when the Bank is required to:

- (a) check the details of the Facility application, financing and financing-related or other Facility given to the Customer;
- (b) manage and check the Facility; and/or
- (c) recover debt from the Customer.

**34.8** The Customer will be linked with the credit reporting agency to other name used or may have been used by

the Customer, and any applicants either jointly or separately. The Bank may also share information of any successful applicants and how the Customer manages the Facility with the relevant credit reporting agency.

**34.9** Notwithstanding that the Customer has given the information to the Bank, the Customer has the option to withdraw a prior given permission. In that situation, the Bank is entitled to refuse or stop the granting of any Facility linked to the information.

**34.10** The Bank is entitled to amend these Clauses from time to time by giving prior notice of twenty-one (21) calendar days to the Customer.

- (a) For the purposes of compliance to any new legislation applicable to the Customer / changes in law / any new guidelines issued by BNM, the Bank is entitled to amend any of the terms and conditions of this Agreement through:
- (i) display of the amended terms and conditions in the Bank's branches; and/or
  - (ii) uploading the amended terms and conditions on the Bank's website.
- (b) Customer agrees that the Bank may provide notice of the amendment of the terms and conditions of this Agreement through any one / more of the following means:
- (i) notice on the notice board / any conspicuous section of the Bank's branches;
  - (ii) notice on the display screen of the Bank's electronic terminals;
  - (iii) notice on the Bank's website;
  - (iv) notice in the periodic statement of account sent to the Customer;
  - (v) notice in writing in the Bank's preferred format to the Customer's address as per the Bank's records; and/or
  - (vi) notice by any other means as the Bank deems fit and acceptable to the Customer.
- (c) If the Customer is not agreeable to the amended terms and conditions of this Agreement, the Customer shall notify the Bank in writing of the same within twenty-one (21) calendar days from the date of notice by the Bank and redeem the Facility by paying the Secured Amounts and all sums dues to the Bank in full.
- (d) In the event the Customer continues to maintain the Facility, twenty-one (21) calendar days after the notice of any amendment to the terms and conditions of this Agreement by the Bank, the Customer shall be deemed to have accepted the amendments to the terms and conditions of this Agreement.

Such amendments and variations shall be deemed to become effective as at the date stated in the notification and the relevant provisions of this Agreement shall be deemed to have been amended or varied accordingly.

### **35. SERVICE OF LEGAL PROCESS**

**35.1** Parties hereby agree that the service of any Writ of Summons or any legal process in respect of any claim arising out of or connected with these Terms and Conditions may be effected by forwarding a copy of the same by prepaid registered post and a copy of the same by ordinary post to the Customer address(es) stated in the Facility application form or to such other address(es) notified by the Customer to the Bank from time to time.

### **36. OTHER CONDITIONS**

**36.1** The use of this Facility is subjected to this Terms and Conditions. When applying for this Facility, the Customer is fully responsible to read thoroughly and understand this Terms and Conditions.

**36.2** The Customer confirms that he had never relied to anything advised, represented or promised by employees or the Bank's representative that is not stated clearly in this Terms and Conditions. Even if there are any matters that are advised, represented or promised, the Customer agrees that those matters will not bind the Bank and the Customer cannot rely on those matters as a defense or to support to any claim by the Customer in any legal proceedings. The Customer is reminded to obtain his/her own independent legal advice.

**36.3** The Bank can use any rights, powers and/or remedies available, whether stated herein or given to the Bank by law even after suspension of those rights, powers and/or remedies. All rights and powers of the Bank under the laws and equities can be used even if the rights and powers overlapped with rights and powers given under this Terms and Conditions. If the Bank does not take any actions when it has the rights to, it SHALL NOT mean that the Bank:

- (i) agreed to the Customer's breaches; or
- (ii) forfeited its rights; or
- (iii) is prohibited from taking any actions afterward.

**36.4** Where the Bank has clearly waived the Customer's breach, it will not affect any enforcement of the Bank's rights, powers and remedies for any other breaches committed by the Customer, whether it happens before or after

the waiver.

**36.5** The Bank has the right at any time by giving written notice to the Customer at least twenty-one (21) calendar days before the effective date to add, change, sever, modify, replace or amend all or any parts of this Terms and Conditions or replacing the Facility in total or in part with other scheme whether similar or not, or withdraw the Facility entirely.

**36.6** The Customer is required to visit the website [www.ambankgroup.com](http://www.ambankgroup.com) to obtain the latest Terms and Conditions.

**36.7** Any complaints that the Customer may have against the Bank in relation to any matters arising hereunder may be lodged at the following address:-

**AmBank Islamic Berhad**

**Contact Center – One Stop Resolution**

Level 18, Menara AmBank

No. 8, Jalan Yap Kwan Seng

50450 Kuala Lumpur

Contact Number : 03 – 2178 8888

Email : [customercare@ambankgroup.com](mailto:customercare@ambankgroup.com)

**36.8** In the event the complaint by the Customer is unresolved by the Bank or the Customer is unsatisfied with the Bank's decision in respect of the complaint, the Customer may refer the matter to:

**Bank Negara Malaysia LINK or TELELINK**

Block D, Bank Negara Malaysi

Jalan Dato' Onn, 50480 Kuala Lumpur.

Tel: 1 – 300 – 88 – 5465

Faks: 03 – 2174 1515

Email : [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

*Remark: The Bahasa Malaysia version of the Terms and Conditions is also available. In the event of any discrepancy or conflict in the interpretation of these Terms and Conditions, the English and Bahasa Malaysia versions of each of these Terms and Conditions shall be construed as equivalent and each of the Terms and Conditions stipulated shall carry the same meaning.*