

TERMS AND CONDITIONS FOR AMMONEYLINE

***The information provided in this Terms and Conditions is valid from 8 May 2023.
For latest revision log on to ambank.com.my.***

REMINDER: The eligible customers are 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. If the eligible customers do not understand any of the terms and conditions and the updated terms and conditions (if any), the eligible customers are advised to discuss with any of the Bank's authorized representative.

1. DOCUMENTATION

- 1.1** This Terms & Conditions is made between AmBank (M) Berhad [Registration No. 196901000166 (8515-D)] (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 (hereinafter referred to as "**Facility**") has been approved by the Bank (the applicant shall hereinafter referred to as "**Customer**").

2. INTERPRETATION

- 2.1** This 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 Applicant from time to time.

3. FACILITY

- 3.1** The Facility is an unsecured term loan facility.
- 3.2** 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 & 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 Employee and the Customer will be recorded by the Bank for record / verification purpose. All agreements made with the Customer and the Bank through the phone shall 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.

6. DISBURSEMENT TERMS

- 6.1** The Bank will disburse the approved Facility Amount to the Customer's AmBank Current / Savings Account after deducting all relevant fees and charges payable to the Bank.
- 6.2** Customer agrees that subject to prior notice to the Customer, the Bank shall be at liberty to change or amend the mode of disbursement of the Facility.

7. INTEREST

7.1 The Customer agrees to pay the interest charged to the Facility Amount at a rate that is determined by the Bank.

8. REPAYMENT BY CUSTOMER

8.1 During the repayment period, the principal amount together with the interest amount shall be paid by way of equal monthly instalments as set out in the Notification Letter for AmMoneyLine 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 all monies which the Customer agrees to repay 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.

If and whenever the rate of interest payable on the Facility shall be varied, the Bank may at its discretion make the necessary adjustment consequent upon such variation with prior written notice either: -

- (i) By varying the monthly instalment amount of the Facility; or
- (ii) By varying the number of the remaining instalment period of the Facility;

For the avoidance of doubt, the Bank shall give prior notice as follows:

- (i) seven (7) calendar days' prior notice for variation of Base Rate and/or
- (ii) twenty-one (21) calendar days' prior notice for variation of other interests.

8.5 Whatever payment received from the Customer will be applied in a manner considered appropriate by the Bank.

8.6 The Facility 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 In the event the Bank shall demand repayment of the Facility, the Customer shall be liable to pay additional default interest on the outstanding Facility amount and unpaid Facility monthly instalments after demand for repayment at such interest rate as shall be imposed by the Bank at its discretion. Default interest shall accrue on a daily basis (after judgment or court order as well as before) and remaining unpaid, shall be debited to the account of the Customer at the end of every calendar month and be liable thereupon to interest at the default interest as therein provided.

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 interest charges and billed stamp duty together with the AmBank 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 repayment from your AmBank's Payroll Savings / Currents Account.
- (b) The Customer irrevocably authorise 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, interests and all other charges related to the Facility. This Authorisation also extends to any increase in interest rates (if any) and the Customer hereby confirm 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, the Customer must also make sure he has enough 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. CAPITALISATION OF INTEREST

- 9.1** The interest on the Facility for the time being including capitalised interest, if remain due and unpaid, shall at the end of each calendar month, or at the discretion of the Bank at the end of any other interest payment period, be capitalised and added to the indebtedness then owing, and shall henceforth bear interest and payable accordingly, and all the covenants and conditions contained in or implied by all rules of law or equity in relation to the Facility and interest thereon shall equally apply to such capitalised interest and to interest on such arrears notwithstanding any demand by the Bank or cessation of the banker and Customer relationship. It is also hereby agreed that the decision of the Bank as to the rate of interest or the interest chargeable at any time shall be final and conclusive.

10. CAPITALISED INTEREST EXCLUDED FROM APPROVED LIMIT OF FACILITY

- 10.1** Without affecting the other provisions in this Terms & Conditions and only for the purpose of ascertaining whether the approved limit of the Facility has been exceeded or not, all accumulated and capitalized interest shall be deemed to be interest and not principal sum.

11. YEARLY REBATE ON INTEREST PAID

- 11.1** 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.
- 11.2** At the end the Facility tenure, 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.

12. PREPAYMENT / EARLY SETTLEMENT

12.1 In the event that the Customer choose to fully settle the indebtedness at any period earlier than the prescribed tenure, the Customer is required to provide the Bank with one (1) month prior notice in writing, or payment of one (1) month interest on the amount redeemed, in lieu of notice.

12.2 A rebate for early settlement (“Rebate”) on the remaining interest to be charged will be granted to the Customer over the unexpired period commencing after the one (1) month notice period. The Rebate shall be calculated in accordance with the following formula:

$$R = \frac{[n(n+1)] \times I}{N(N+1)}$$

- R Rebate
- n No. of remaining instalments unserved in months
- N Total Tenure agreed in months
- I Total agreed interest charged for the whole loan tenure

13. LATE PAYMENT CHARGE

13.1 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:

Late payment charges rate: 1% per annum on outstanding instalment.

Calculation: Instalment in arrears x Late payment charge rate x (Days outstanding/365)

13.2 Notwithstanding the inexistence of any demand from the Bank for the interest or any other payment due from the Customer, the default rate shall accrue until the date of actual payment.

14. FACILITY TENURE

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

14.2 Application via AmOnline Channel – The option for Facility Tenure is at min 12 months to max 60 months only.

15. RIGHT TO RECALL FACILITY

15.1 The Bank reserves the right to recall 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 & 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.

15.2 The Bank also reserves the right to suspend or discontinue the Facility if the Bank aware or has reasons to believe that:

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

16. REPRESENTATIONS AND WARRANTIES

16.1 The Customer gives representations and warranties that:

- (i) The Customer has full legal capacity 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.

17. DISCLOSURE

17.1 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.

18. EVENTS OF DEFAULT

18.1 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) there is a breach of Financial Services 2013; and
- (ix) the Customer passed away or became insane or mentally unfit.

18.2 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.

18.3 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.

19. APPROVAL OF FACILITY

19.1 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.

19.2 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.

19.3 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.

19.4 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 current/savings/loan account indicated by the Customer herein notwithstanding that the Facility amount remains unused in the said Account.

19.5 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.

19.6 The Customer shall notify the Bank forthwith in writing of the occurrence of any of the above events, save and except clause 18.1(ix), wherein the next of kin shall notify the Bank in writing forthwith of such occurrence.

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

20. INCREASED COSTS

20.1 The Customer shall on demand promptly pay to the Bank such amount as the Bank may determine in its discretion to indemnify the Bank against any cost or increased cost if the Bank determines that the introduction or variation of any law, order, regulation or official directive (whether or not having the force of law) from the relevant authority which:-

- (i) taken together with the Bank's obligation under this Terms & Conditions being made is that the Bank incurs a cost; or
- (ii) is to increase the cost to the Bank in funding or maintaining the Facility.

21. CHANGE IN CIRCUMSTANCES

21.1 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.

22. COSTS AND EXPENSES

22.1 All costs, charges and expenses incurred by the Bank in connection with or arising from or incidental to the Facility shall be paid by the Customer immediately upon demand by the Bank.

22.2 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.

23. RECONSTRUCTION

23.1 This Terms & Conditions shall be valid and binding notwithstanding any change by amalgamation, reconstruction or otherwise and no change of any party shall affect the liability and obligations created whether past, present or future.

24. SUSPENSE ACCOUNT

24.1 Any monies received from the Customer may be placed or kept in 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 towards discharge of any monies or liabilities due.

24.2 Notwithstanding any such payment, in the event of bankruptcy of the Customer, the Bank may prove for and agree to accept any dividend or composition in respect of the whole or part of such monies or liabilities in the same manner as if this Terms & Conditions had not been created.

25. CONSOLIDATION AND COMBINATION OF ACCOUNTS

25.1 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.

26. CALCULATION CONCLUSIVE

26.1 The Bank's calculation of the indebtedness shall be conclusive unless proven to be an error that is obvious and indisputable.

27. RIGHT TO SET-OFF

27.1 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.

27.2 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.

28. RIGHT TO FREEZE ACCOUNT

28.1 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.

28.2 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.

29. RELATED PARTY TRANSACTION

29.1 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.

30. NOTICE

30.1 Any demand or notice to the Customer under this Terms & Conditions shall be in writing and signed by the General Manager, Manager, or other authorised officer of the Bank or any solicitor or firm of solicitors purporting to act for the Bank and may be made by letter addressed to the Customer or both including but not limited to writ of summons or legal documents which shall be sent by ordinary post or dispatched by personal delivery to the address of the Customer stated therein or the usual or last known place of business, employment or residence of the Customer and any such demand or notice if sent by post shall be deemed to have been received by the Customer on the expiration of five (5) calendar days after it is posted or by personal delivery upon delivery of the documents to the Customer's address.

30.2 Any notice required under this Terms & Conditions to be given to the Bank shall be in writing and signed by the Customer and may be made by letter addressed to the Bank and sent by registered post or dispatched by personal delivery to the address stated herein of the Bank or such other address as may be notified by the Bank to the Customer and shall only be deemed to have been served on the Bank at the date of actual receipt thereof by the Bank.

30.3 Any letter, demand, notice, statement, reminder, or certificate (hereinafter generally referred to as the “**Said Document**”) required to be given by the Bank shall not require to be under the hand of or signed by any Bank officer where it is stated in the Said Document that is computer generated and does not require any signature.

31. LIABILITY

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

32. INDEMNITY

32.1 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.

33. FORCE MAJEURE

33.1 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.

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

34.1 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 collateral and/or guarantees in favour 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 certified true copies of any authorisation to act or documents that may be required for the purposes of verifying the information provided by the Customer, which 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, it being 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.

34.2 In addition to Clause 34.1 (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.

34.3 In the event the payment of the outstanding loan amount 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 loan amount 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.

35. LAW

35.1 These terms and conditions shall be governed by and construed in all respect in accordance with the laws of Malaysia and the parties hereto hereby agree to submit to the exclusive jurisdiction of the Courts of Malaysia.

36. SUCCESSORSHIP

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

37. PRIVACY

37.1 The Customer is hereby reminded to read and understand the Privacy Notice of AmBank Group (which is available at 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 his 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.

37.2 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 Bank 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 are 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.

37.3 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.

- 37.4** 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.
- 37.5** The Customer may inform the Bank at any time should the Customer opt to not 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 (M) Berhad, Contact Centre - One Stop Resolution
Operation Hour: 7am-11pm
Contact Number: 03 – 2178 8888
E-mail: customercare@ambankgroup.com
- Post: **AmBank Contact Centre**
Level 18, Menara AmBank,
No. 8, Jalan Yap Kwan Seng,
50450 Kuala Lumpur.
- 37.6** 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.
- 37.7** The Bank may use a credit reporting agency to assist in its decision-making processes, such as when the Bank is required to:
- check the details of the Facility application, financing and financing-related or other Facility given to the applicant;
 - manage and check the Facility; and/or
 - recover debt from the applicant.
- 37.8** 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 Customer and how the Customer manages the Facility with the relevant credit reporting agency.
- 37.9** 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.
- 37.10** 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.
- 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:
 - display of the amended terms and conditions in the Bank's branches; and/or
 - uploading the amended terms and conditions on the Bank's website.
 - 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:
 - notice on the notice board / any conspicuous section of the Bank's branches;
 - notice on the display screen of the Bank's electronic terminals;
 - notice on the Bank's website;
 - notice in the periodic statement of account sent to the Customer;
 - notice in writing in the Bank's preferred format to the Customer's address as per the Bank's records; and/or
 - notice by any other means as the Bank deems fit and acceptable to the Customer.
 - 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.

38. SERVICE OF LEGAL PROCESS

- 38.1** The 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.

39. OTHER CONDITIONS

- 39.1** The use of the Facility is subject to the Terms and Conditions herein contained. When applying for this Facility, the Customer is responsible for assessing this Terms and Conditions.
- 39.2** The Customer confirms that he is not relying on anything that the Bank's staff or representative has purported to advise, represent or promise that is not expressly stated in this Terms and Conditions. Even if there is any advice given, the Customer agrees that they shall not be legally binding upon the Bank or form a defence or support any claim by the Customer in any legal proceedings. The Applicant(s) is reminded to obtain his/her own independent legal advice.
- 39.3** The Bank may exercise any rights, power and/or remedy that it may have, whether it is stated herein or conferred upon it by law even after a delay. All rights and powers of the Bank in law or equity are exercisable even after the same is overlap with any rights and powers conferred under these Terms and Conditions. If the Bank does not act when it is entitled to, that DOES NOT mean the Bank:
- (i) has agreed to a breach by the Customer; or
 - (ii) has given up the Bank's rights; or
 - (iii) is prevented from acting later.
- 39.4** Where the Bank has expressly waived a default by the Customer, this shall not impair the exercise of any right, power or remedy of the Bank in respect of any other default by the Customer, whether occurring prior or subsequent to the waiver.
- 39.5** The Bank shall have the right at any time and with prior notice to the Customer to add, alter, delete, modify, change or vary all or any of these Terms and Conditions or to replace wholly or in part the Facility by another scheme, whether similar or not, or to withdraw it altogether subject to prior notice of twenty-one (21) calendar days.
- 39.6** The Customer is required to visit the website www.ambankgroup.com to obtain the latest Terms and Conditions.

Any complaints that the Customer may have against the Bank in relation to any matters arising from this Facility may be lodged at the following address: -

AmBank (M) Berhad
Contact Centre - One Stop Resolution
Level 18, Menara AmBank,
No. 8, Jalan Yap Kwan Seng,
50450 Kuala Lumpur.
Tel: 03 – 2178 8888
Email: customercare@ambankgroup.com

39.7 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 Malaysia

Jalan Dato' Onn, 50480 Kuala Lumpur.

Tel: 1 – 300 – 88 – 5465

Fax: 03 – 2174 1515

E-mail: 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.