

**GENERAL TERMS AND CONDITIONS FOR  
TERM DEPOSIT-i  
(Effective Date: 22 November 2018)**

These General Terms and Conditions mentioned herein are applicable for all Term Deposit-i ("TD-i") products provided by the Bank. The Bank may introduce TD-i with further terms and different features from time to time. The specific features, benefits, provisions, terms and conditions ('Specific Terms and Conditions') for the same may be made available in relevant terms and conditions, forms, product brochures, promotional materials, media advertisement or the Bank's Website.

**1.0 GENERAL**

1.1 These General Terms and Conditions are governing all Term Deposit-i ("TD-i") products opened and maintained by the Accountholder with the Bank. By opening, maintaining and using the Accounts, the Accountholders are deemed to have read, understood and accepted every term and agreed to be bound by these Terms and Conditions.

1.2 All of these products are governed by the relevant laws of Malaysia and Shariah principles.

**2.0 DEFINITION**

The following words in these General Terms and Conditions shall have the meanings assigned to them, unless the context otherwise requires:

**'Account'** means the Accountholder's TD-i Account opened and maintained with the Bank. The products shall be governed by these Terms & Conditions.

**'Accountholder'** means the Entity under whose name the Account has been opened and maintained with the Bank.

**'Available Balance'** means the sums available in the Account based on the Bank's records.

**'Bank'** means MBSB Bank Berhad (Formerly known as Asian Finance Bank Berhad) their respective predecessors-in-title, successors-in-title and assigns.

**'BNM'** means Bank Negara Malaysia and includes its subsidiaries and bureaus established by it.

**'Corporate Account'** means an Account which has been opened and operated by a company.

**'Term Deposit-i'** means Term Deposit which may be offered by the Bank to the Customer including but not limited to *Term Deposit-i*, *Junior Term Deposit-i*, and any other new Term Deposit which may be offered by the Bank from time to time.

**'Effective Date'** means the date of implementation of this General Terms and Conditions, which is 22 November 2018.

**'Entity'** means without limitation: natural persons, partnerships, sole-proprietorships, firms, companies, corporations, body corporate, societies, associations, unincorporated associations / body of persons, trusts, organizations, statutory bodies, government entities, state / agency of a state and other legal entities recognized under the laws of Malaysia.

**'General Terms and Conditions'** means this General Terms and Conditions for Account.

**'Joint Account'** means an Account opened and operated by two / more natural persons.

**'Joint Accountholder'** means the Accountholders in a Joint Account.

**'Partnership Account'** means an Account which is opened and operated by a partnership.

**'Services'** means services provided by the Bank in relation to the Account or based on instructions from Accountholder or through ATM, cash deposit machine, cheque deposit machine, telephone, mobile phone and internet.

**'Specific Terms and Conditions'** means terms and conditions specifically applicable to a particular Account and / or Service.

**3.0 SOURCE OF FUNDS**

3.1 The Accountholder takes full responsibility and accountability to ensure that any and all funds deposited and transferred by the Accountholder or Bank upon receiving the Accountholder's instructions into the Account are in adherence with the principles of Shariah. The Accountholder must fully understand that depositing or transferring funds which are not in adherence with the principles of Shariah into the Account is not permissible under the principles of Shariah and in the event of non-compliance with the principles of Shariah, the Accountholder agrees and undertakes not to hold Bank liable for any reason.

**4.0 OPENING OF ACCOUNT**

4.1 An Account shall be opened by completing the relevant forms made available by the Bank and by providing the necessary documents and information required in compliance with the Bank's procedures for opening of the Account. The acceptance of any application for the opening of Account and the continuance of the Account shall be at the discretion of the Bank. Deposits are to be made in Ringgit Malaysia ("RM") currency only.

4.2 The opening of an Account is governed by the General Terms and Conditions contained herein, Specific Terms and Conditions and/or such other conditions which may be applicable to Accounts with special features as set forth in the specific application forms and/or brochures.

4.3 At the request of the Bank, Accountholder shall furnish his specimen signature, execute such documents, perform such acts and furnish such documents (including, without limitation any identity documents to the satisfaction of the Bank) as the Bank may consider expedient in opening of an Account. If the Accountholder fails to do so within the time period stipulated by the Bank, the Bank may in its absolute discretion refuse to open an Account.

4.4 The acceptance of any application for the opening and the continuance of the Account shall be at the discretion of the Bank.

4.5 The Bank reserves the right to stipulate and vary, from time to time, with prior notice to Accountholder, the minimum amount of initial placement required to open an Account based on the product type.

**5.0 DEPOSITS**

5.1 Deposits can be made via cash and/or cheque and/or monetary instrument and/or transfers from other Bank deposit accounts or any other mediums or Services as provided by the Bank.

5.2 Cash and cheque and monetary instruments deposits as mentioned in 5.1 should be made by completing the deposit slip, which is available at all branches' counter. When Accountholders perform a deposit transaction on their Account, they will receive a copy of the deposit slip.

5.3 For any deposit placement made by cheque, the Account is only valid upon cheque clearance. Cheques and other instruments deposited but are subsequently dishonoured will be returned to the Accountholder's last registered address by post at their own risk and expense.

- 5.4 Acceptance of cheque and monetary instruments for the credit of the Account shall be at the discretion of the Bank.
- 5.5 All cheque and monetary instruments deposited or any transfer whether by mail, telegraphically or electronically are accepted by the Bank for collection only and may not be withdrawn, until the Bank has received the proceeds.
- 5.6 Term Deposit-i Advice will be issued to the Accountholder upon the placement of TD-i.
- 6.0 WITHDRAWALS**
- 6.1 Any withdrawals to be made from the Account may be subject to such requirements of the Bank and/or subject to the prevailing practice of the Bank.
- 6.2 In the event the Accountholder intends to terminate his/her Account, the Accountholder shall fill-up the application for additional placement / withdrawal of deposit for individual form and for non-individual to furnish a letter of instruction bearing the authorized signature(s) registered with the Bank.
- 6.3 All withdrawals / upliftments must be made by the Accountholders or authorized signatories at the Home branch only. Interbranch withdrawal / upliftment is not allowed.
- 6.4 Accountholder must be present at the Home branch for withdrawal unless there is a written consent by the Accountholders or authorized signatories to instruct the Home branch to transfer the amount to any specific deposit Account as stated at the point of Account opening.
- 6.5 The Accountholder hereby agrees that the Bank's determination of any amount payable to the Accountholder under the TD-i, except for manifest error shall be final, conclusive and binding against the Accountholder.
- 6.6 Partial withdrawal is not allowed.
- 7.0 EARLY UPLIFTMENT/ PREMATURE WITHDRAWAL**
- 7.1 Prior to 1 January 2019, in the event that the Accountholder performs early upliftment / premature withdrawal from their TD-i prior to maturity, the following conditions shall apply:-
- For placement where the contracted tenure is below three (3) months, no profit will be paid if the placement is withdrawn / uplifted prior to the full completion of the contracted period; or
  - For placement tenure exceeding three (3) months where the said placement is withdrawn / uplifted before the completion of three (3) months, no profit shall be paid; and
  - For placement tenure of more than three (3) months, eligible profit payable will be calculated at half of the prevailing Board Rate for all completed months, provided that the minimum three (3) months placement has been completed.
  - For profit payments which have been paid in advance or upfront, the net profit amount will be deducted accordingly from the principal amount upon TD-i upliftment.
- 7.2 Effective 1 January 2019 onwards, no profit will be paid for early upliftment / premature withdrawal prior to maturity for all TD-i placements.
- 7.3 The Accountholder hereby agrees that the Bank's determination of any amount payable to the Accountholder under the Account except for manifest error shall be final, conclusive and binding against the Accountholder.
- 8.0 RENEWAL OF DEPOSIT**
- 8.1 In the event the maturity date falls on a non-working day, any renewal instruction by the Accountholder will be carried-out on the next working day. However, the profits will still continue to be accrued until the new renewal date.
- 8.2 If the Accountholder does not renew the Account after the maturity date, the Bank shall automatically renew the Account upon the expiry of the prevailing placement period;
- 8.3 However, this auto renewal will be applicable for a total tenure of not more than seven (7) years, otherwise, it will be subject to Section 21.0 hereunder;
- 8.4 Any changes to the profit rate of the renewed Accounts will be as per the Bank's prevailing board rates which will be posted via general notice at branch premises or on visual screen or terminal or the Bank's corporate website or in any way as the Bank deems fit. The changes to the profit rate will only take effect upon expiry of the existing placement tenure.
- 9.0 JOINT ACCOUNT**
- 9.1 The liabilities and obligations of Joint Accountholders shall be joint and several and notice to one of the Joint Accountholders shall be deemed as notice to the other.
- 9.2 The Bank shall be entitled to deal separately with each Joint Accountholder on any matters related to the Joint Account, including the discharge of any liabilities to any extent, without affecting the liabilities of the other Joint Accountholders.
- 9.3 Notwithstanding any terms of mandate provided to the Bank by the Joint Accountholders, any of the Joint Accountholders shall be entitled to withdraw / revoke his mandate provided to the Bank.
- 9.4 In the event any of the Joint Accountholders revoke his mandate, the Bank shall be entitled to freeze all withdrawals from the Joint Account until receipt of a joint written instruction from all Joint Accountholders to reactivate the Joint Account with a new mandate.
- 9.5 An instruction by a Joint Accountholder to freeze the Joint Account would be deemed to mean the mandate given by the Joint Accountholder has been revoked and the Bank shall freeze all withdrawals until receipt of joint written instructions from all Joint Accountholders.
- 9.6 Joint Accountholders authorise the Bank to collect and accept for the credit of their Joint Account any cheques payable to any one of the Joint Accountholders personally / two / more of them jointly and agree that the Bank need not concern itself as to whether the cheques were drawn with the knowledge of all Joint Accountholders / how such sums credited to the Joint Account are applied / withdrawn so long as such application / withdrawal is in accordance with the mandate given to the Bank.
- 10.0 PARTNERSHIP ACCOUNT**
- 10.1 The Partnership Account will be operated by the Authorised Signatory(ies) in accordance with the specimen signature, mandate or board resolution given to the Bank. Specific instructions or conditions to operate the Partnership Account by the Authorised Signatory(ies) must be clear, in writing and shall be in terms acceptable by the Bank.
- 10.2 The Accountholder's specimen card, mandate or board resolution (where applicable) shall continue to be in force in respect of the Partnership Account until it is revoked in writing by the Accountholder. The Bank shall be indemnified for acting on the Accountholder's mandate or board resolution given for the Partnership Account until the exact time the revocation of the Accountholder's mandate or board resolution is notified in writing to the Bank and acknowledged by the Bank.
- 10.3 The Accountholder shall ensure that the signature on instructions and communications with the Bank corresponds with the specimen signature given to the Bank or any documents containing the Accountholder's specimen signature, mandate or board resolution, failing which the Bank has the sole discretion

- to decline acting on the same. However, at the Bank's sole discretion, the Bank shall be entitled to act on the Accountholder's instruction and communication even if the signature differs from the specimen signature in the event the instruction and communication is confirmed to be from the Accountholder.
- 10.4 The Accountholder shall provide the Bank with a list of names and specimen signatures of its Authorised Signatory(ies) through a letter / document addressed to the Bank signed by all partners at the material time in the partnership when opening its Account. Similar provisions apply when there is any change in the Partnership Account's Authorised Signatory(ies) / partners. Such letter / document shall be accepted by the Bank as conclusive evidence.
- 10.5 The mandate first given on a Partnership Account shall remain in force until revoked in writing by all partners at a material time of the partnership, even though there was a change in name of the partnership / any changes among the partners by death, bankruptcy, retirement of a partner / admission of any new partners.
- 10.6 Where no change / revocation of an earlier mandate is received by the Bank, the Bank shall be entitled to treat the surviving / continuing partners for the time being as having full power to carry on the partnership's business and to deal with the Partnership Account as if there had been no change in the partnership.
- 10.7 Where an Accountholder has authorised in writing a non-Authorised Signatory(ies) to provide instructions and confirmations to the Bank in respect of a Partnership Account, the Bank is authorised by the Accountholder to effect, rely and act on such instructions and confirmations. The Bank shall not be liable for any losses which the Accountholder may incur in consequence of the Bank accepting and acting on such instructions and confirmations.
- 10.8 In the event a Partnership Account has more than one Authorised Signatory(ies), the Bank shall be entitled to rely and act on confirmation given by any one of the Authorised Signatory(ies) on any instructions / cheques / other monetary instruments issued by the Accountholder. Such confirmation would be binding on the Accountholder.
- 10.9 The cheque book of the Partnership Account shall be kept in the safe custody by Authorised Signatory(ies) of the Accountholder in a very secure environment, accessible only by the Authorised Signatory(ies) of the Accountholder.
- 10.10 The Bank shall not be liable for any forgeries of the Partnership Account's cheques / misuse of its mandate in the event the Accountholder had entrusted the safekeeping of the cheque book to a non-Authorised Signatory(ies).
- 10.11 When the Bank in its sole opinion considers an Authorised Signatory(ies) of a Partnership Account is abusing the terms of mandate, the Bank may refuse to honour the mandate until the Bank is provided with reasonable explanation by the other Authorised Signatory(ies) / partners of the Partnership Account. The Bank shall be entitled to freeze the Account in the interim until the resolution of the issue.
- 10.12 The Bank shall be entitled to freeze a partnership Accountholder's Account, if:
- conflicting instructions are given to the Bank by different Authorised Signatory(ies) of the Partnership Account simultaneously;
  - any evidences of forgery of signature of Authorised Signatory(ies) / partner is notified to the Bank provided further the Bank shall be provided a police report on the same before freezing the Partnership Account and the Bank shall not be liable for all transactions in the Partnership Account prior to the receipt of the police report.
- 10.13 For purposes of ascertaining the partners in the partnership at any material times, the Bank shall be entitled to rely on the records available at the Companies Commission of Malaysia and the same is conclusive and binding on the Accountholder.
- 10.14 Except as already provided in the Section 10.0, all obligations imposed on an Accountholder under the General and Specific Terms and Conditions shall be interpreted to be obligations imposed on all the partners.
- 11.0 CORPORATE ACCOUNT**
- 11.1 The Corporate Account will be operated by the Authorised Signatory(ies) in accordance with the Accountholder's specimen signature, mandate or board resolution as registered with the Bank. Specific instructions or conditions to operate the Corporate Account by the Authorised Signatory(ies) must be clear, in writing and shall be in terms acceptable by the Bank.
- 11.2 When opening its Account, a corporate Accountholder shall provide the Bank with a list of the names and specimen signatures of its Authorised Signatory(ies) through a certified true copy of its directors' resolution. Similar provisions apply when there is any change in the corporate Account's Authorised Signatory(ies). The certified true copy of the directors' resolution originating from the corporate Accountholder or its company secretary shall be accepted by the Bank as conclusive evidence.
- 11.3 The corporate Accountholder's specimen card, mandate or board resolution (where applicable) shall continue to be in force in respect of the Corporate Account until it is revoked in writing by the corporate Accountholder. The Bank shall be indemnified for acting on the corporate Accountholder's mandate or board resolution given for the Corporate Account until the exact time the revocation of the corporate Accountholder's mandate or board resolution is notified in writing to the Bank and acknowledged by the Bank.
- 11.4 The corporate Accountholder shall ensure that the signature on instructions and communications with the Bank corresponds with the specimen signature given to the Bank or any documents containing the corporate Accountholder's specimen signature, mandate or board resolution, failing which the Bank has the sole discretion to decline acting on the same. However, at the Bank's sole discretion, the Bank shall be entitled to act on the Accountholder's instruction and communication even if the signature differs from the specimen signature in the event the instruction and communication is confirmed to be from the Accountholder.
- 11.5 Where a corporate Accountholder has authorised in writing a non-Authorised Signatory(ies) to provide instructions and confirmations to the Bank in respect of its Account, the Bank is authorised by the corporate Accountholder to effect, rely and act on such instructions and confirmations and the Bank shall not be liable for any losses which the corporate Accountholder may incur in consequence of the Bank accepting and acting on such instructions and confirmations.
- 11.6 In the event a Corporate Account has more than one Authorised Signatory(ies), the Bank shall be entitled to rely and act on confirmation given by any one of the authorised on any instructions / cheques / other monetary instruments issued by the corporate Accountholder. Such confirmation would be binding on the corporate Accountholder.
- 11.7 The cheque book of the Corporate Account shall be kept in the safe custody by the Authorised Signatory(ies) of corporate Accountholder in a very secure environment, accessible only by the Authorised Signatory(ies) of the corporate Accountholder.
- 11.8 The Bank shall not be liable for any forgeries on the Corporate Account's cheques / misuse of the Corporate Account's mandate in the event the corporate Accountholder had entrusted the safekeeping of the cheque book to a non-Authorised Signatory(ies).

- 11.9 When the Bank in its sole opinion considers an Authorised Signatory(ies) of a Corporate Account is abusing the terms of mandate, the Bank may refuse to honour the mandate of a Corporate Account until the Bank is provided with reasonable explanation by the other Authorised Signatory(ies) / all directors at the material time of the Corporate Account. The Bank shall be entitled to freeze the Account in the interim until the resolution of the issue.
- 11.10 The Bank shall be entitled to freeze a corporate Accountholder's Account, if:
- conflicting instructions are given to the Bank by different Authorised Signatory(ies) of the Corporate Account simultaneously;
  - any evidences of forgery of signature of Authorised Signatory(ies) / director is notified to the Bank, provided further the Bank shall be provided a police report on the same before freezing the Corporate Account and the Bank shall not be liable for all transactions in the Corporate Account prior to the receipt of the police report.
- 11.11 Except as provided in this Section 11.0, all obligations imposed on an Accountholder under the General and Specific Terms and Conditions shall be interpreted to be obligations imposed on all directors of the Corporate Account.
- 11.12 For purposes of ascertaining the directors of a Corporate Account at any material times, the Bank shall be entitled to rely on the records available at the Companies Commission of Malaysia and the same is conclusive and binding on the corporate Accountholder. Provided further, where such records at Companies Commission of Malaysia are not updated, the Bank shall be entitled to rely on any certification provided to it by the company secretary of the Corporate Account.
- 12.0 PLEDGE AS SECURITY**
- 12.1 The TD-i Account may be pledged as a security for the performance or discharge of any obligation or any liability of the Accountholder to the Bank, where applicable. Otherwise, the TD-i shall not be pledged or charged for any other reasons whatsoever.
- 13.0 CONSOLIDATION AND RIGHT TO SET-OFF**
- 13.1 The Bank, in addition to any general lien or other similar right to which it is entitled by law, may at any time, with sufficient notice, consolidate any or all of the facility Accounts (if any) with the Accountholder's liabilities to the Bank and set-off or transfer any sum or sums standing in the credit of any one or more of the Bank's Accounts in or towards satisfaction of any of the liabilities to the Bank whether such liabilities to the Bank be primary or collateral or joint and several.
- 13.2 The Accountholder agrees that the Bank shall be entitled to freeze the Available Balance (or any part thereof) equivalent to any Accountholder's indebtedness (whether actual, contingent, present or future) due to the Bank plus any accruing profit or other charges ("Indebtedness") and provide a notice of seven (7) days to the Accountholder to settle the Indebtedness.
- 13.3 In the event the Accountholder fails to make good the Indebtedness within the said seven (7) days period, the Bank shall be entitled to set off absolutely such part of the Available Balance with the total sum of the indebtedness (even if it involves uplifting any TD-i before maturity).
- 13.4 For avoidance of doubt, the Bank's right of set-off herein can be exercised by the Bank:
- even on Joint Account, even though the Indebtedness is due from any one of the Joint Accountholders to the Bank;
  - where the Available Balance in an Account which is credit with another Account of the Accountholder which is in debit balance with sums due to the Bank; and
- even in the event of Accountholder's demise, bankruptcy / insolvency, composition with its creditors or any legal proceedings against the Accountholder.
- 14.0 DEPOSITOR'S CAPACITY TO CONTRACT**
- 14.1 The Accountholder must have the capacity to enter into a contract. Only an individual who has attained the age of eighteen (18) years may open an Account under his/her own name. A minor may also open an Account but the Account shall be opened jointly and operated only by the parent/legal guardian ("Trustee").
- 14.2 The Account can be closed at the request of the Accountholder, by operation of law or at the discretion of the Bank. The Bank shall be entitled to freeze the Account in the event of death, bankruptcy or insanity of the Accountholder.
- 15.0 LOSS / DAMAGE OF TERM DEPOSIT-i ADVICE**
- 15.1 The Customer is to keep the Term Deposit-i Advice safely and is required to immediately report, in writing, its loss or theft to the Bank. The replacement of a lost Term Deposit-i Advice may be issued subject to service fee of RM5.00 or any amount as advised by the Bank from time to time.
- 15.2 Replacement of a lost Term Deposit-i Advice shall only be done at the home branch where the Account was opened and is governed by the terms and conditions governing the operations of the TD-i.
- 16.0 CLOSURE OF ACCOUNT**
- 16.1 The Accountholder (individual and Joint Account and Trustee for Accounts for minors) must be present at the Home Branch for the closure of the Account.
- 16.2 For non-individual account, the closure of account shall be in accordance with the terms and/or conditions of the mandate given to the Bank by the Accountholder.
- 16.3 The Bank reserves the right to close an Accountholder's Account upon the Accountholder's request, by operation of law or at the discretion of the Bank.
- 16.4 The Account shall be closed / terminated upon occurrence of any of the following events;
- Upon receiving written request by Accountholder; or
  - Bankruptcy or liquidation of the Accountholder; or
  - Withdrawal by the Accountholder on all or a part of the deposit amount placed; or
  - Upon result search with CTOS, DCHEQS and internal negative list is confirmed that the Accountholder is bankrupt or under liquidation (voluntary or compulsory) or blacklisted; or
  - The Accountholder commits a breach of any of the terms and conditions herein; or
  - Instruction of any law enforcement agencies; or
  - Dormant Account with Available Balances which is nil or RM10.00 and below.
- 16.5 In addition to the Bank's rights contained in Clause 16.4 above, the Accountholder agrees that the Bank reserves the right to close any Account at the absolute discretion of the Bank without the necessity to give any reasons, by giving adequate notice to the Accountholder (where deemed fit / appropriate).
- 16.6 The Accountholder shall comply with all of the Bank's requirements and procedures for Account closure including paying any service charges imposed by the Bank for closing the Account (if any).
- 17.0 IN THE EVENT OF DEATH**
- 17.1 Subject to any legislation applicable thereto, on the death of any one joint Accountholder, the Bank may hold any credit balance



or balances now or hereafter standing to any Account or Accounts in the Accountholder's joint names and any securities held in the Accountholder's joint names to the order of the survivor or survivors without prejudice to the Bank's right of consolidation and set-off contained herein or the Bank's rights in respect of such balance or securities arising out of any lien charge pledge counter-claim or otherwise whatsoever or to any step which the Bank may deem it desirable to take in view of any claim by any person other than the survivor(s).

17.2 In the event of demise of any one of joint Accountholders, pursuant to the right of survivorship, the Bank is authorised to pay the balance standing to the credit of the Account to the surviving Accountholder(s) and such payment shall constitute a valid discharge by the Bank of the amount due on the Account.

## 18.0 CHANGES IN PARTICULARS

18.1 The Accountholder shall promptly advise the Bank in writing any change in the Accountholder's mailing address and or telephone / mobile phone numbers and or facsimile number and or e-mail address and or other particulars recorded with the Bank.

18.2 No change in the address of the Accountholder howsoever brought about shall be effective / binding on the Bank unless actual notice of the change of address has been received and acknowledged by the Bank.

18.3 All communications sent by post to or left at the Accountholder's address last registered with the Bank shall be deemed to have been duly delivered to and received by the Accountholder.

## 19.0 FEES AND CHARGES

19.1 The Bank shall be entitled to impose fees and charges for any services provided by the Bank to the Accountholder as agreed / requested by the Accountholder.

19.2 The details of the fees and charges imposed / charged by the Bank is available at the Bank's branches and website.

19.3 The Bank may at any time at its sole and absolute discretion and upon written notice to the Accountholder or via any other medium deemed fit by the Bank, revise the fees and charges payable by the Accountholder. Such change(s) will be in-line with any relevant applicable Shariah and regulatory requirements and shall take effect from the date stated in the notice, which in most instances shall be no less than twenty one (21) days from the date of the notice.

19.4 If any services provided by the Bank to the Accountholder are subject to regulatory taxes and/or levies, then regulatory taxes and/or levies shall be borne by the Accountholder, and paid by the Accountholder in addition to the fees and charges imposed / charged by the Bank.

## 20.0 DORMANT / INACTIVE ACCOUNT

20.1 Dormant Account is defined as an Account that has no transaction for one year. A reminder will be sent on the impending dormancy to the Accountholder.

20.2 For dormant Accounts with balances of up to RM10.00, the Bank may at its own discretion close these Accounts and absorb these balances as a charge.

20.3 For dormant Accounts with balances of more than RM10.00, the Bank may charge an annual service fee of RM10.00 until the remaining balances are sent to unclaimed moneys as per the Unclaimed Moneys Act 1965 (please refer to Paragraph 21.0 below on Unclaimed Moneys Act 1965).

20.4 No charge shall be imposed on the activation of a dormant Account.

## 21.0 UNCLAIMED MONEYS ACT 1965

21.1 Under the prevailing Unclaimed Moneys Act 1965, unclaimed moneys means all sums of money to the credit of an Account that has not been operated in whatever manner by the owner for a period of not less than seven (7) years. The unclaimed moneys will then be duly transferred to the Registrar of Unclaimed Moneys (RUM). Before funds from a dormant Account are transferred to the RUM, a notice of at least twenty one (21) calendar days will be given to the Accountholder on when the transfer will take place.

## 22.0 CHANGES TO THE TERMS AND CONDITIONS

22.1 The Bank reserves the right to modify, and/or change and/or alter and/or vary and/or restructure the TD-i products ("Products") and/or add, delete, or alter any or all of these terms and conditions, including the nature of the Products, at any time and subject to the extent permitted by relevant laws and regulations by authorities. Such changes shall become effective after twenty-one (21) days of such notice(s) being displayed in the Bank's premises or any other mode of communication which the Bank may deem fit.

## 23.0 GOVERNING LAWS AND JURISDICTION

23.1 This agreement shall be governed by and construed, interpreted and applied in accordance with the laws of Malaysia.

23.2 The parties shall comply with the provisions of any written law with which they may be required to comply respectively including the Personal Data Protection Act (PDPA) and any other Act, Enactment or Ordinance or any by-laws, rules, regulations or other subsidiary legislation under such Act, Enactment or Ordinance or any direction, Order, requirement or instruction given by any authority competent to do so under any written law.

## 24.0 PERSONAL DATA PROTECTION ACT 2010 (PDPA)

24.1 The Accountholder hereby declares and agrees that any data/information (including personal data) relating to or arising from or in connection with the Accountholder's application hereunder and also information pertaining to the Accountholder's affairs whether hereunder or otherwise on this application may be held, used and disclosed by the Bank for purposes of processing this application and providing subsequent services for this and other products and services and/or direct marketing (if applicable) to communicate with the Accountholder for such purpose.

## 25.0 DECLARATION

25.1 The Accountholder hereby declares that all statements made and documents submitted in connection with this application are complete and true to the best of the Accountholder's knowledge and understanding.

## 26.0 DISCLOSURE OF INFORMATION

26.1 The Bank is authorized to disclose, use, and obtain any information relating to the Accountholder, Account or matters related thereto pursuant to any law regulations, rules, guidelines or directives or as the Bank in its sole discretion deems fit or necessary and the Bank shall not be liable to the Accountholder in any manner whatsoever for such disclosure.

[End]