

**GENERAL TERMS AND CONDITIONS FOR  
TERM DEPOSIT-i  
(Effective Date: 1 July 2023)**

These General Terms and Conditions 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 will 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 will 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 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 23 December 2022.

'**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 applicable 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 will 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. However, deposits in other currencies acceptable by the Bank are allowed for Global Markets Division customers.

4.2 The opening of an Account is governed by this General Terms and Conditions, 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, the Accountholder will provide 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 refuse to open an Account.

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

4.5 The Bank may stipulate and vary, from time to time, with at least twenty-one (21) days' prior written notice (which also includes via electronic means) 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 Clause 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 Deposits placement made by cheque before 4 pm will be credited to the Account on the same day, whereas deposits placement made by cheque after 4 pm will be credited on the subsequent working day.

- 5.4** Acceptance of cheque and monetary instruments for the credit of the Account will 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** For Corporate and Partnership Accounts, all withdrawals/upliftments must be made by the Accountholders or authorized signatories at the Home branch only. Interbranch withdrawal / upliftment is not allowed. For Individual Accounts, any withdrawals/ upliftments can be made by the Accountholders at any of the Bank's branch or any other mediums or Services as provided by the Bank.
- 6.4** Accountholder/ Authorized signatories must be present at the Home branch (for Corporate and Partnership Accounts)/ any of the Bank's branch (Individual Accounts) 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** Effective 1 January 2019 onwards, no profit will be paid for early upliftment / premature withdrawal prior to maturity for all TD-i placements.
- 7.2** 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 will 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 Clause 22.0 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 will be joint and several and notice to one of the Joint Accountholders will be deemed as notice to the other.
- 9.2** The Bank will 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 will 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 will 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 will 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 and/or how such sums credited to the Joint Account are applied and/or withdrawn so long as such application and/or 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 must be in terms acceptable by the Bank.
- 10.2** The Accountholder's specimen card, mandate or board resolution (where applicable) will continue to be in force in respect of the Partnership Account until it is revoked in writing by the Accountholder. The Bank will 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 will 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 may decline acting on the same. However, the Bank may 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 will 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 will be accepted by the Bank as conclusive evidence.

- 10.5** The mandate first given on a Partnership Account will 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 and/or any changes among the partners by death, bankruptcy, retirement of a partner and/or admission of any new partners.
- 10.6** Where no change and/or revocation of an earlier mandate is received by the Bank, the Bank will 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 will 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 and/or cheques and/or other monetary instruments issued by the Accountholder. Such confirmation would be binding on the Accountholder.
- 10.9** The cheque book of the Partnership Account will 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 will not be liable for any forgeries of the Partnership Account's cheques and/or 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 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) and/or partners of the Partnership Account. The Bank will be entitled to freeze the Account in the interim until the resolution of the issue.
- 10.12** The Bank will 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) and/or partner is notified to the Bank provided further the Bank will be provided a police report on the same before freezing the Partnership Account and the Bank will 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 will 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 Clause 10.0, all obligations imposed on an Accountholder under the General and Specific Terms and Conditions will 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 will be in terms acceptable by the Bank.

- 11.2** When opening its Account, a corporate Accountholder will 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 will be accepted by the Bank as conclusive evidence.
- 11.3** The corporate Accountholder's specimen card, mandate or board resolution (where applicable) will continue to be in force in respect of the Corporate Account until it is revoked in writing by the corporate Accountholder. The Bank will 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 will 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 may decline acting on the same. However, the Bank may 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 will 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 will be entitled to rely and act on confirmation given by any one of the authorised on any instructions and/or cheques and/or 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 will 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 will not be liable for any forgeries on the Corporate Account's cheques and/or 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 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 may freeze the Account in the interim until the resolution of the issue.
- 11.10** The Bank will 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 will be provided a police report on the same before freezing the Corporate Account and the Bank will 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 Clause 11.0, all obligations imposed on an Accountholder under the General and Specific Terms and Conditions will 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 will 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 will be entitled to rely on any certification provided to it by the company secretary of the Corporate Account.
- 12.0 STATEMENT OF ACCOUNTS**
- 12.1** TD-i statements are generated on a yearly basis.
- 12.2** The statement of account listing out all the TD-i transactions (i.e., placement, withdrawals) during the period will be made available online via the Bank's Internet Banking services (M-Journey).
- 12.3** If the Accountholder has not chosen to receive his/ her statement via the Bank's Internet Banking services (M-Journey), a hardcopy of the statement will be sent to the Accountholder at the correspondence address last registered with the Bank or any other mediums or Services as provided by the Bank.
- 12.4** The Accountholder may also request for an ad hoc statement at any of the Bank's branches, via e-mail or fax subject to the Bank's prevailing applicable charges.
- 12.5** The Accountholder must verify all entries in any statements issued by the Bank and notify the Bank in writing of any errors or discrepancies in the statement within thirty (30) days from the date of the statement. If the Bank does not receive any notification within the stipulated time, the entries in the statement will be deemed to be correct, binding, final and conclusive.
- 13.0 PLEDGE AS SECURITY**
- 13.1** 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.
- 14.0 CONSOLIDATION AND RIGHT TO SET-OFF**
- 14.1** The Bank, in addition to any general lien or other similar right to which it is entitled by the applicable laws of Malaysia, 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. By giving at least seven (7) days' prior written notice (which also includes via electronic means) to the Accountholder, the Bank may also 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.
- 14.2** The Accountholder agrees that the Bank will be entitled to freeze the Available Balance 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 written notice (which also includes via electronic means) of at least seven (7) days prior to the Accountholder to settle the Indebtedness.
- 14.3** In the event the Accountholder fails to make good the Indebtedness within the said seven (7) days period, the Bank will be entitled to set off such part of the Available Balance with the total sum of the indebtedness (even if it involves uplifting any TD-i before maturity).
- 14.4** For avoidance of doubt, the Bank's right of set-off in this General Terms and Conditions 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.
- 15.0 DEPOSITOR'S CAPACITY TO CONTRACT**
- 15.1** 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 will be opened jointly and operated only by the parent/legal guardian ("Trustee").
- 15.2** The Account can be closed at the request of the Accountholder, by operation of the applicable laws of Malaysia. The Bank will be entitled to freeze the Account in the event of death, bankruptcy or insanity of the Accountholder.
- 16.0 LOSS / DAMAGE OF TERM DEPOSIT-i ADVICE**
- 16.1** 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.
- 16.2** 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.
- 17.0 FREEZING / CLOSURE OF ACCOUNT**
- 17.1** The Accountholder (individual and joint Accountholders and Trustee for minor Accounts) must be present at any of the Bank's branches for the closure of account.
- 17.2** For non-individual account, the closure of account will be in accordance with the terms and/or conditions of the mandate given to the Bank by the Accountholder.
- 17.3** The Bank may freeze / close an Accountholder's Account upon the Accountholder's request, by operation of the applicable laws of Malaysia or at the discretion of the Bank.
- 17.4** The Account may be freeze / closed and/or 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 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
  - The Bank suspects the Account is being used for or implicated in fraud or suspected fraud activities; or
  - The Bank is of the view that the information/documents provided to the Bank for opening the Account is false and/or incorrect and/or tempered and/or a misrepresentation of identity; or
  - Upon receipt by the Bank of any complaints made by third parties with the authorities that the Account has been used for

- any fraudulent transactions and/or deposits and/or scams and/or soliciting illegal deposits ; or
- ix. An investigation is being conducted by the Authorities or by us against you or the Banking Account; or
  - x. Instruction of any relevant law enforcement agencies / regulatory; or
  - xi. Upon the death of the Accountholder or the Authorised Signatory; or
  - xii. Dormant Account with Available Balances which is nil or RM10.00 and below; or
  - xiii. Non-Shariah compliant events.
- 17.5** In addition to the Bank's rights contained in Clause 17.4 above, the Accountholder agrees that the Bank may close any Account by giving adequate notice to the Accountholder.
- 17.6** The Bank may also freeze or close the Account at any time to comply with any laws, court orders, regulations and/or enactments or direction of a regulatory or enforcement authority.
- 17.7** The Accountholder will 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).
- 18.0 IN THE EVENT OF DEATH**
- 18.1** 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(s) 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 (the Bank will give at least seven (7) days' prior written notice (which also includes via electronic means) to the Accountholder before such set-off) 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).
- 18.2** In the event of death 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 will constitute a valid discharge by the Bank of the amount due on the Account.
- 19.0 CHANGES IN PARTICULARS**
- 19.1** The Accountholder will promptly advise the Bank in writing any change in the Accountholder's mailing address, telephone / mobile phone numbers, facsimile number, e-mail address and/or other particulars recorded with the Bank.
- 19.2** No change in the address of the Accountholder howsoever brought about will be effective and/or binding on the Bank unless actual notice of the change of address has been received and acknowledged by the Bank.
- 19.3** All communications required to be given by one party to the other and vice versa under this General Terms and Conditions is to be delivered by hand or registered post. Any such communication will be deemed to have been duly given or made if (provided that there is no returned/failed/undelivered/unclaimed mail or notification;
- i. in the case of delivery by registered post, after the expiration of three (3) business days from the date it is posted inclusive of the day in which it was posted;
  - ii. in the case of delivery by hand, at the time of receipt by the other party.
- 20.0 FEES AND CHARGES**
- 20.1** The Bank will be entitled to impose fees and charges for any services provided by the Bank to the Accountholder as agreed and/or requested by the Accountholder.
- 20.2** The details of the fees and charges imposed and/or charged by the Bank is available at the Bank's branches and website.
- 20.3** The Bank may at any time upon written notice (which also includes via electronic means) to the Accountholder 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 will take effect from the date stated in the notice, which will be no less than twenty one (21) days' from the date of the notice.
- 20.4** If any Services provided by the Bank to the Accountholder are subject to regulatory taxes and/or levies, then regulatory taxes and/or levies will be borne by the Accountholder, and paid by the Accountholder in addition to the fees and charges imposed and/or charged by the Bank.
- 21.0 DORMANT / INACTIVE ACCOUNT**
- 21.1** 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.
- 21.2** For dormant accounts with balances of up to RM10.00, the Bank may close these Accounts and absorb these balances as a charge.
- 21.3** For dormant accounts with balances of more than RM10.00, the Bank may charge an annual service fee of not more than RM10.00 until the remaining balances are sent to unclaimed money as per the Unclaimed Moneys Act 1965 (please refer to Clause 22.0 below on Unclaimed Moneys Act 1965).
- 21.4** No charge shall be imposed on the activation of a dormant account.
- 22.0 UNCLAIMED MONEYS ACT 1965**
- 22.1** Under the prevailing Unclaimed Moneys Act 1965 (an act relating to the payment of unclaimed moneys into the Federal Consolidated Fund), 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 Accounts are transferred to the RUM, a written notice (which also includes via electronic means) of at least twenty-one (21) calendar days' will be given to the Accountholder on when the transfer will take place.
- 23.0 CHANGES TO THE TERMS AND CONDITIONS**
- 23.1** By giving prior written notice (which also includes via electronic means), the Bank may modify, change, alter, 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 in Malaysia by authorities. Such changes will become effective after the twenty-one (21) days' period of such notice ended.
- 24.0 GOVERNING LAWS AND JURISDICTION**
- 24.1** This agreement will be governed by and construed, interpreted and applied in accordance with the applicable laws of Malaysia.
- 24.2** The parties will comply with the provisions of any written laws in Malaysia with which they may be required to comply respectively including the Personal Data Protection Act 2010 (an act to regulate the processing of personal data in commercial transactions and to provide for matters connected therewith and incidental thereto 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 laws in Malaysia.

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**25.0 PERSONAL DATA PROTECTION ACT 2010 (PDPA)**

**25.1** The Accountholder declares and agrees that any data/ information (including personal data) relating to or arising from or in connection with the Accountholder's application under this General Terms and Conditions and also information pertaining to the Accountholder's affairs whether under this General Terms and Conditions 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.

**26.0 DECLARATION**

**26.1** The Accountholder 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.

**27.0 DISCLOSURE OF INFORMATION**

**27.1** The Bank is authorized to disclose, use, and obtain any information relating to the Accountholder, Account or matters related thereto pursuant to any applicable laws of Malaysia regulations, rules, guidelines or directives.

**28.0 MISCELLANEOUS**

**28.1** The Accountholder(s) may make any query or complaint on the products or services provided by the Bank to the following address:

Customer Experience Management  
Menara MBSB Bank, PJ Sentral, Lot 12  
Jalan Persiaran Barat, Seksyen 52,  
46200 Petaling Jaya, Selangor D.E.  
Tel. No.: 03-2096 3000  
Email: [complaint@mbsbbank.com](mailto:complaint@mbsbbank.com) / [enquiry@mbsbbank.com](mailto:enquiry@mbsbbank.com)  
Website: [www.mbsbbank.com](http://www.mbsbbank.com)

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[End]