

1. APPLICATION

- 1.1 This document constitutes the Definitions Schedule as referred to in the Master Services Terms and Conditions and Service Schedules.
- 1.2 The definitions and principles of construction contained in this Definitions Schedule shall apply to the Master Services Terms and Conditions and each Service Schedule (except where otherwise specifically defined or excluded in the Master Services Terms and Conditions or relevant Service Schedule).

2. DEFINITIONS

“**Acceding Customer**” means a party that signs an Accession Letter.

“**Access Profile**” means the mandate given by Customer to a User setting out the scope of that User’s authority to act for and on behalf of Customer in relation to any Service as set out in the Security Matrix and/or Authorization Matrix and/or any other written mandate in such form and substance as approved by AmBank.

“**Accession Letter**” means an accession letter substantially in the form as prescribed by AmBank from time to time.

“**Account**” means any account of Customer held with AmBank specified in a Set-Up Form.

“**Administrator**” means any individual appointed by Customer to control and manage Customer’s Access Profile.

“**Agent**” means:
 (a) the person identified in Section C of the Attachment to the Master Services Terms and Conditions; or
 (b) any person who is at any time nominated as such by an Acceding Customer; or
 (c) any person nominated in addition to or in substitution of the persons mentioned in the preceding sub-paragraphs.

“**Affiliate**” in relation to AmBank, means any of its related companies, associated corporations, agents and third party sub-contractors.

“**AmTrade**” means the remote site account access system currently known as “AmTrade” offered by AmBank to its customers to enable them to access their respective accounts, accomplish trade transactions and retrieve information online, and shall include any other substitute or improved system offered by AmBank/ by any other name.

“**AmTrade Instruction**” means the Customer’s application/instruction submitted or communicated to AmBank through AmTrade and/or any other Channel with the prior written approval of AmBank.

“**AmTrade Services**” means the internet banking service for trade facility, trade and/or factoring trade transactions provided by AmBank from time to time.

“**Applicable Laws**” in relation to AmBank, the Customer, any Service or any Transaction, means all laws, regulations, guidelines and directives of Public Authorities (whether or not having the force of law) applicable to AmBank, the Customer, such Service or Transaction.

“**AR Reconciliation Services**” means the accounts receivable reconciliation services offered by AmBank from time to time.

“**Authenticator**” means any electronic device or token supplied by or on behalf of AmBank which provides access to any Services when used in conjunction with an Electronic Key and is used to attest the validity of a message or transmission and confirm the identity of the relevant User or Administrator.

“**Authorisation Matrix**” means the formal document appointing User(s) mandated by Customer with the authority to undertake Transactions in connection with the Services.

“**Autodebit Service**” means the service provided by AmBank by which Payments from Mutual Clients for Customer’s Services are credited into the Customer’s Account by debiting the relevant Mutual Clients’ Payment Accounts in accordance with the information contained in the Payment Files that are electronically processed on the relevant Payment Date.

“**Bank Account**” means the Mutual Client’s current or savings account with AmBank.

“**Bank Negara Malaysia**” means the “Bank” as defined under the Central Bank of Malaysia Act 2009 and includes its subsidiaries and bureaus established by it.

“**Billing**” means a bill issued to a Mutual Client by Customer.

“**Business Day**” means a day on which AmBank is open for the transaction of ordinary banking business in Kuala Lumpur, Malaysia.

“**Channel**” means any system, medium or channel (including telephone, facsimile, and email), whether or not internet-based, which may be established by AmBank from time to time to enable Customer to access and utilise banking and other services provided by AmBank.

“**Channel Services**” means the provision by AmBank to Customer of access to one or more Channels to which Customer may have subscribed under the terms of the Master Services Terms and Conditions, and the relevant Service Schedule and User Guide.

“**Cheque**” means a cheque or a bill of exchange as defined in the Bills of Exchange Act 1949.

“**Clearing House**” means the organisation or authority responsible for the centralised processing and clearing of cheques and/or similar instruments.

“**Clearing System**” means the clearing or payment system of any intermediary bank, Bank Negara Malaysia or other entity.

“**Collections Account**” means the account into which collections will be credited as specified by Customer in the relevant Set-Up Form and as amended by Customer in writing from time to time.

“**Collections Services**” means any one or more or all of AmBank’s collection services offered by AmBank from time to time including the following:
 (a) Cheque Clearing Services;
 (b) Wire Collection Services;
 (c) AR Reconciliation Services;
 (e) Courier Services.

“**Communication**” means any communication between AmBank and Customer in relation to any Transaction or Service including but not limited to an enquiry, advice, request, order or instruction.

“Consolidated Balance” in relation to the provision of Notional Pooling Services, means the net debit balance or net credit balance (as the case may be) arising on the deemed consolidation of all the NP Accounts, as authorised by each NP Group Member and effected on a daily or such other periodic basis as AmBank and the NP Agent may determine from time to time.

“Courier Services” means the courier services provided by any third party courier or logistic company in connection with the Collections Services.

“Contributing Account” means any account from time to time of a Sweeping Group Member with AmBank, which is agreed by AmBank and the Sweeping Agent (on behalf of itself and the Sweeping Group Members) as an account to which Sweeping Services apply.

“Contributing Accounts” in relation to Sweeping Services, means all Contributing Accounts for the time being of all Sweeping Group Members.

“Customer” means any one of the following (as the context may require):

- (a) the party whose name and particulars are stated in section B of the Attachment to the Master Services Terms and Conditions;
- (b) an Acceding Customer; and
- (c) Customer’s appointed Agent, if any.

“Customer’s Account” means the account designated by Customer to which Payments are to be made in accordance with the Service Schedule in relation to the Autodebit Service.

“Customer ID” means the unique means of identification allocated to or selected by Customer in relation to any one or more of the Services whether in the form of a password, PIN or other form of personal identification, or any combination of any of them.

“Customer Facilities” means the communication line, modem connection or other facilities, software, hardware or equipment used by Customer for the transmission and/or receipt of any information sent electronically or by telephone in connection with the Services.

“Customer Group” in relation to any Customer means the Customer and its related companies.

“Customer’s Services” means certain services provided by Customer to Mutual Clients in consideration of which Payments are payable by Mutual Clients to Customer at monthly, specific or regular intervals as agreed between them.

“Cut-Off Time” means the time stipulated and notified by AmBank to Customer as the latest time by which instructions must be received by AmBank for processing on the same day. Instructions received after Cut-Off Time will be processed on the next Business Day.

“Debit Restriction” means a system flag that is used to disallow debits or withdrawals from a current account.

“Designated Account” means Customer’s account with AmBank designated by Customer and approved by AmBank as the Designated Account from time to time.

“Digital Certificate” means an electronic attachment to an electronic message used for security purposes.

“Digital Signature” means data appended to, or a cryptographic transformation of data contained within, a Digital

Transmission to authenticate the source and integrity of the data and to preclude repudiation by the signer.

“Digital Transmission” means an electronic message which Customer or AmBank authenticates with a Digital Signature.

“Direct Debit Authorization” means a Mutual Client’s authorization and instructions to AmBank in such form as may be prescribed by AmBank from time to time to make Payments to the Customer’s Account by debiting the Mutual Client’s Bank Account in accordance with the information contained in the Payment Files.

“Dividend” means distributions of a company’s profit, paid out to its shareholders, as determined by the company’s board of directors.

“Dormant” refers to an account in respect of which there has been no customer-originated transaction for one year or more.

“e-AmBiz” means the remote site account access system currently known as “e-AmBiz” offered by AmBank to its customers to enable them to access their accounts and undertake banking, financial or trade transactions online, and includes any substitute or improved system offered by AmBank by any other name.

“E-AmPayDay Instructions” means Customer’s instruction files uploaded on E-AmPayDay Website or communicated to AmBank through any other Channel with the prior written approval of AmBank and shall be construed as a form of Communications.

“E-AmPayDay Services” means the payroll solution services offered by AmBank from time to time.

“E-AmPayDay Website” means the remote site account access system offered by AmBank to its customers in respect of the E-AmPayDay Services and shall include any other similar or replacement system offered by AmBank by any other name.

“Electronic Key” means a smart card, electronic key or similar physical device supplied by or on behalf of AmBank which enables an individual in possession of such card, key or device to access a Service or Services.

“Encryption System” means the authentication, non-repudiation and encryption system prescribed by AmBank for use by Customer on the Website from time to time.

“Expiry Date” means such date as may be agreed in writing between AmBank and Customer from time to time after which AmBank or the drawee or paying bank (if it is not AmBank) of the Cheque will not honour the payment of the Cheque for any reason.

“Fees” means the service tariff, fees, costs and charges (including cancellation fees, termination charges and any tax) for the provision of Services and for any System Materials provided or licensed by AmBank to Customer, as published by AmBank from time to time on any media deemed appropriate by AmBank or in any pricing or fee supplement or schedule, or as set out in any applicable Service Schedule.

“Force Majeure” in relation to any party, means any event beyond the reasonable control of such party, such as restrictions on convertibility or transferability of funds, requisitions, involuntary transfers, unavailability of any Clearing System or network, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots,

insurrection, war or acts of government, data corruption, denial-of-service attacks and the impact of Malware.

“**Foreign Exchange Administrations Rules**” means the notices pursuant to Section 214 of the Financial Service Act 2013.

“**Forex Rate**” means the general rate that AmBank quotes in respect of foreign currency exchange transactions.

“**General Offer**” means the offer made to all shareholders of a company for purchase of their shares.

“**GIRO**” means General Instruction Receiving Order, an interbank fund transfer payment system operated by Malaysian Electronic Clearing Corporation Sdn. Bhd.

“**GST**” Goods and Services Tax (GST) means any tax payable on the supply of goods, services or other things in accordance with the provisions of the GST Law.

“**GST Law**” means the Goods and Services Tax Act 2014, subsidiary legislation, statutory orders and regulations governing the application of GST, as amended from time to time.

“**Header Account**” means the NP Account designated as such by AmBank and the NP Agent.

“**In-house Transfer**” means the transfer of funds between accounts opened and maintained with AmBank.

“**IP Rights**” means rights in tangible or intangible intellectual or industrial property including patents, trademarks, service marks, trade names, design rights, copyright (including rights in computer software and databases), know-how, trade secrets, rights in databases and other similar rights or obligations whether registrable or not in any country.

“**Key Pair**” means, with respect to any party, its Private Key and the corresponding Public Key.

“**Malware**” means any virus, Trojan Horse, worm, macro or other malicious, harmful or deleterious program.

“**Master Account**” means an account of the Sweeping Agent with AmBank designated as such by AmBank and the Sweeping Agent.

“**Master Services Terms and Conditions**” means the master services Terms and Conditions between Customer and AmBank.

“**Mutual Clients**” means the mutual customers of Customer and AmBank who have given Direct Debit Authorization.

“**Non-Product Services Transaction**” means any Transaction which is not a Product Services Transaction.

“**Other Deductions**” means the following voluntary payments requested by Customer via E-AmPayDay instructions:
(a) payment to the zakat board of the relevant state;
(b) housing and/or car loan installments; and/or
(c) any other payments.

“**Participating Customer**” in relation to the Notional Pooling Service and the Sweeping Service means the Customers to whom AmBank has agreed to provide the Notional Pooling Service or the Sweeping Service (as applicable).

“**Payment Account**” means, in relation to any Service, the account out of which payments will be made as specified by Customer in the relevant Set-Up Form and as amended by Customer in writing from time to time.

“**Payment Date**” means the date specified in the Payment File as the due date for Payment and/or the dividend payout date (as may be applicable), except where the date falls on a non-Business Day.

“**Payment File**” means the text files in a file format acceptable by AmBank provided by Customer to AmBank via Channels prescribed by AmBank, and containing details of the Payments, the Payment Accounts and such other details necessary to perform the Autodebit Service.

“**Payment Services**” means any one or more or all of AmBank’s payment services offered by AmBank from time to time including the Registrar Payment Services.

“**Payment Services Transaction**” means a Transaction made under the Payment Services.

“**Payment Services Transmittal Form**” means the form or other document which contains payment instruction information such as the beneficiaries’ particulars, the mode of payment and the amount to be paid, in such form as may be prescribed by AmBank from time to time.

“**PIN**” means a secret alpha-numeric code unique to a User and/or a particular Electronic Key.

“**Placement Account**” for the purposes of Placement Services means an AmBank Treasury Deposit Account or other account with AmBank in the name of Customer.

“**Placement Services**” means the services offered by AmBank to move Surplus Funds from Designated Accounts to a Placement Account upon the terms of the Service Schedule in relation to Placement Services.

“**Private Key**” means one-half of a cryptographic Key Pair as drawn from the class of asymmetric key cryptographic functions used in the Encryption System that Customer may apply to electronic data for identification purposes to generate a Digital Signature.

“**Product Service**” means a product, service or facility provided by AmBank to Customer via a Channel from time to time under the terms of the Master Services Terms and Conditions and any applicable Service Schedule or User Guide.

“**Product Services Transaction**” means any Transaction effected pursuant to any Product Services.

“**Public Authority**” means a government, a minister of a government, a government department, a statutory corporation, or a semi-governmental, regulatory or judicial entity.

“**Public Key**” means the one-half of a cryptographic Key Pair that can be made public.

“**Reconciliation File**” means the text files provided by AmBank to Customer via Channels prescribed by AmBank and evidencing that Payments have been made in accordance with the information contained in the Payment Files.

“**Registrar Payment Services**” means the payment services offered by AmBank from time to time for agreed purposes including but not limited to Dividend, Right Issue or General Offer payments.

“**Related Company**” has the meaning assigned to that term under section 6 of the Companies Act 1965.

“**RENTAS**” means Real Time Electronic Transfer of Funds and Securities, a real time gross settlement system for the transfer and settlement of high value ringgit denominated interbank funds and scripless securities transactions prescribed by Bank Negara Malaysia for use by financial institutions governed by Bank Negara Malaysia.

“**Report**” means, in relation to any Account or Transaction, any data, report, statement or information relating to such Account or Transaction, requested by Customer in such manner as AmBank may permit from time to time.

“**Relevant Terms and Conditions**” means the following:

- (a) the Master Services Terms and Conditions;
- (b) the Definitions Schedule;
- (c) any policy statement or certificate relating to the provision of any Services;
- (d) each Service Schedule;
- (e) each Set-Up Form;
- (f) each Accession Letter;
- (g) any Software Licence;
- (h) any addendum or other supplemental Terms and Conditions agreed between AmBank and Customer varying the terms of any of the above Terms and Conditions, and
- (i) any addendum or supplemental Terms and Conditions or schedule agreed between AmBank and Customer from time to time other than the above Terms and Conditions,

and includes any variation from time to time of any of the above published by AmBank and notified to Customer in accordance with the notice provisions in the Master Services Terms and Conditions.

“**Right Issue**” means new share issue offered to existing shareholders in proportion to their current shareholding for a specified period and at a specified price.

“**Security Matrix**” means the formal document setting out Users’ access rights to make an enquiry or approve or authorise or perform a Transaction and/or Authorisation Matrix initiated through any Channel.

“**Security Procedures**” means, in relation to any Service, the security measures and procedures:

- (a) set out in the relevant User Guides and/or Service Schedules and any other instructions AmBank may give concerning security from time to time; and/or
- (b) prescribed and/or adopted by AmBank to verify the origination of Communications from time to time.

“**Service Charge Account**” means, in relation to any Service, the account with AmBank designated by Customer as the account out of which payments will be made in respect of AmBank’s charges for the provision of the Service.

“**Service Description**” means the written or otherwise documented description of each Service which Customer has applied for.

“**Service Schedule**” means, in respect of any Service applied for by Customer from time to time, AmBank’s terms and conditions governing such Service, and includes any document designated as such by AmBank.

“**Services**” means the Product Services and the Channel Services.

“**Set-Up Form**” means, in relation to any Service, a form setting out the set-up options required by Customer for that Service.

“**Software**” means any software which AmBank has supplied to Customer directly or through AmBank’s supplier as part of any Service, including any updates.

“**Software Licence**” means any licence granted to AmBank or to Customer in connection with the use of Software.

“**Statutory Deductions**” means mandatory payments, deductions and/or contributions required by law to the following parties in respect of Customer’s employees’ salary and other employment benefits:

- (a) the Inland Revenue Board;
- (b) the Employees’ Provident Fund;
- (c) the Social Security Organisation of Malaysia; and/or
- (d) any other governmental department, agency, board or other institution or organization mandated by law.

“**Storage Device**” means the diskette, flash memory device or thumb drive, compact disc and other analog or digital storage media containing Customer’s details, beneficiaries’ payment details, mode of payment and amounts to be processed through AmBank.

“**Storage Media**” means magnetic tape, diskettes, magnetic and optical drives, solid-state drives, flash memory devices, and all other forms of electronic storage media.

“**Strategic Trade Act**” means the Strategic Trade Act 2010 as amended from time to time and the regulations/orders issued thereunder.

“**Surplus Funds**” means:

- (a) such funds in excess of the credit balance in the Designated Account notified by Customer to AmBank in writing from time to time; or
- (b) in the absence of such notification from Customer, the credit balance of the Designated Account.

“**Sweeping Acceding Customer**” means any party that signs an Accession Letter.

“**Sweeping Accounts**” means the Master Account and all the Contributing Accounts.

“**Sweeping Agent**” means the party designated as such by Customer and AmBank.

“**Sweeping Group Member**” means one of the Sweeping Group Members.

“**Sweeping Group Members**” means Customer, the Sweeping Agent and each Sweeping Acceding Customer.

“**Sweeping Services**” means cash sweeping services offered by AmBank from time to time.

“**SWIFT**” means Society for Worldwide Interbank Financial Telecommunication, an international financial industry-owned organisation that provides secure, standardised messaging services and interface software to financial institutions worldwide for market infrastructure in payments, securities, treasury and trade.

“**System Materials**” means all User Guides, Service Descriptions, Software, hardware, Electronic Keys, Authenticators, Digital Certificates and other equipment, materials or documentation on any media which may be provided by or on behalf of AmBank to Customer in connection with the use or provision of any Service.

“**Trade and/or Factoring Product/Service**” means any trade and/or factoring related product, service or facility, by whatever name called, provided and to be provided by AmBank to the Customer from time to time and at any time in connection with dealings in goods or the performance of services.

“**Transaction**” means any transaction:

- (a) made between AmBank and Customer; or
- (b) effected by AmBank on the instruction of Customer.

“**Transaction Terms**” means, in relation to any Transaction, the terms which govern the Transaction.

“**Two-Factor Authentication System**” means the system used and mandated by AmBank which requires two independent authentication methods (e.g. password and token) to increase the assurance that the User has been authorized to access, view and/or transact via E-AmPayDay Website.

“**Unsecured Service Channel**” means telephone, facsimile transmission, email or any other form of electronic communication.

“**User**” means at any time any individual, including an Administrator, who is authorised by Customer to use any Service on Customer’s behalf in accordance with the relevant Access Profile specified by Customer.

“**User Guide**” means, in relation to any Service, the operating and/or procedural guides, manuals or technical specifications provided or otherwise made available to Customer in connection with such Service, including any updates of the same.

“**User ID**” means the unique means of identification allocated to, or selected by a User in relation to one or more of the Services whether in the form of a password, PIN or other form of personal identification or any combination of any of them.

“**Website**” means, in the context of any Report or Service made available to Customer through the internet, the internet platform and/or website through or on which any such Report or Service is provided.

“**Wire Collection Services**” means the Wire Transfer funds collection services offered by AmBank from time to time.

“**Wire Transfer**” means a transfer of funds through any of the following Channels or systems:

- (a) RENTAS;
- (b) GIRO;
- (c) SWIFT;
- (d) an In-house Transfer; or
- (e) any other form of electronic transfer of funds.

3. CONSTRUCTION

In the Master Services Terms and Conditions and the Service Schedules, unless the context otherwise requires:

- (a) a reference to any legislation includes any statutory modification or re-enactment of, and any subordinate legislation issued under, that legislation;
- (b) the singular includes the plural and vice versa;
- (c) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
- (d) a reference to any gender includes all genders;
- (e) a reference to a recital, clause, sub-clause, paragraph, schedule or annexure is to a recital, clause, sub-clause,

- paragraph, schedule or annexure of or to the Master Services Terms and Conditions or the relevant Service Schedule;
- (f) a recital, appendix, schedule, annexure or a description of the parties forms part of the Master Services Terms and Conditions or the relevant Service Schedule;
- (g) a reference to any Terms and Conditions or document is to that Terms and Conditions or document (and, where applicable, any of its provisions) as amended, notated, supplemented or replaced from time to time;
- (h) a reference to any party includes that party’s executors, administrators, substitutes, successors-in-title and permitted assigns;
- (i) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (j) a reference to bankruptcy or winding up includes bankruptcy, winding up, liquidation, dissolution, the appointment of an administrator, conservator, receiver or receiver and manager and the occurrence of anything analogous or having a substantially similar effect to any of those conditions or matters under the law of any applicable jurisdiction, and to the procedures, circumstances and events which constitute any of those conditions or matters;
- (k) a reference to a matter being written includes that matter being in any mode of representing or reproducing words, figures or symbols in written form;
- (l) a reference to time and date is to the time and date in Kuala Lumpur, Malaysia;
- (m) a reference to a “month” is to a calendar month;
- (n) headings are for convenience of reference only and do not affect the interpretation of this Terms and Conditions; and
- (o) If the day on which any act, matter or thing is to be done is not a Business Day, that act, matter or thing (i) if it involves a payment which is due on demand, must be done on the preceding Business Day, and (ii) in all other cases, may be done on the next Business Day.