

## 1. INTRODUCTION

### 1.1. This Terms and Conditions sets out the terms on which AmBank Islamic provides Customer with Services and must be read together with:

- (a) the Definitions Schedule;
- (b) any applicable Services Schedule which may be issued by AmBank Islamic from time to time, the relevant application form and/or Set-Up Form in relation to any Services;
- (c) any applicable User Guide; and
- (d) general terms and conditions for Accounts and Services.

## 2. INTERPRETATION

**2.1. Definitions.** Except as expressly provided in this Terms and Conditions, the definition and principles of construction contained in the Definitions Schedule apply to this Terms and Conditions.

## 3. PROVISION OF SERVICES

### 3.1. Provision of Services. AmBank Islamic must:

- (a) use all reasonable care and skill in providing the Services; and
- (b) use reasonable endeavours to:
  - (i) ensure that each Channel Service operates as described in the relevant User Guide;
  - (ii) re-establish any Channel Service as soon as practicable where such Channel Service is disrupted or is unavailable for any reason, or at AmBank Islamic's option, provide alternative facilities; and
  - (iii) prevent unauthorised access to any Channel Service.

**3.2. Accession of Group Member.** Any company which is a member of Customer's group of companies or has *bona fide* financial dealings with Customer or Customer's group of companies, may, subject to AmBank Islamic's Terms and Conditions, at any time accede to the Relevant Terms and Conditions by signing an Accession Letter, pursuant to which that company shall be bound by the terms of the Relevant Terms and Conditions as if it had been an original party. AmBank Islamic is authorised to:

- (a) provide a copy of the Relevant Terms and Conditions to such acceding company; and
- (b) disclose any of Customer's documents and records or information relating to the Services to such acceding company.

**3.3. Compliance.** The provision of Services is subject to all Applicable Laws and principles of Shariah but not limited to all Applicable Laws including but not limited to the Islamic Financial Services Act (2013). AmBank Islamic reserves the right to unilaterally amend any of the terms of the Relevant Terms and Conditions to comply with such Applicable Laws and principles of Shariah.

**3.4. Force Majeure etc.** AmBank Islamic is not responsible for any failure to perform any of its obligations under any Relevant Terms and Conditions if such performance is prevented by Force Majeure or would result in a breach of any Applicable Laws and principles of Shariah. Such obligations of AmBank Islamic shall be suspended for so long as the Force Majeure continues and AmBank Islamic shall not be liable for any loss or damage suffered by Customer or any third party arising thereby.

## 4. USE OF SERVICES

**4.1. Representations and Warranties.** Customer acknowledges that AmBank Islamic has entered into the Relevant Terms and Conditions in full reliance on Customer's representations and warranties as follows:

- (a) Customer has obtained all corporate, governmental, regulatory and other consents or approvals necessary for the execution, delivery and performance of the Relevant Terms and Conditions;
- (b) the execution, delivery and performance of the Relevant Terms and Conditions by Customer does not and will not violate any Applicable Law, any judgment, order or decree binding on Customer, or Customer's Constitution or the Companies Act 2016 (for companies that do not have a Constitution) or other relevant governing document;
- (c) Customer has full power and lawful authority to execute, deliver and perform the Relevant Terms and Conditions;
- (d) all the information given to AmBank Islamic from time to time is and will remain true, accurate and complete; and
- (e) Each Customer has complied and shall comply in all respects (and the Parent shall procure each member of the Group will comply) with sections 123 to 126 of the Companies Act 2016 and any equivalent legislation in other jurisdictions, including in relation to the execution of the [Security Documents] and payment of amounts due under this Agreement.

**4.2. Compliance with Relevant Terms and Conditions.** Customer must comply with, and must ensure that its relevant Users, employees and agents are aware of and comply with:

- (a) all terms and conditions of the Relevant Terms and Conditions;
- (b) any instruction or request issued by AmBank to Customer from time to time in relation to the Services; and
- (c) all Applicable Laws.

**4.3. Customer's Agent.** Where Customer has appointed an Agent:

- (a) that Agent is irrevocably authorised by Customer:
  - (i) to agree the terms of the Relevant Terms and Conditions, including any variation or supplement thereto or the addition or removal of any Services;
  - (ii) to appoint any member of Customer's group of companies to act as its successor as Agent; and
  - (iii) to sign any document and perform any act on behalf of Customer as required to effect or implement any of the above matters.
- (b) AmBank Islamic may assume that any requisite authorisations have been obtained by the Agent from Customer, and each act performed and each document signed by the Agent on behalf of Customer shall be binding on Customer; and
- (c) the Agent must ensure that Customer (including each Acceding Customer) fulfils its obligations under the Relevant Terms and Conditions.

**4.4. Appointment of User.** Customer shall:

- (a) appoint, and settle the Access Profile for, each User (including each Administrator) in the manner prescribed by AmBank Islamic from time to time;
- (b) make any changes to a User's Access Profile by written notice to AmBank Islamic in the form required by AmBank Islamic from time to time;
- (c) promptly inform AmBank Islamic of any change in the information provided in respect of any user from time to time; and
- (d) be bound by and assumes sole responsibility for the actions of each User.

## 5. COMMUNICATIONS, RELIANCE AND NON-REPUDIATION

**5.1. Communications.** Customer agrees:

- (a) a Communication once issued is irrevocable;
- (b) unless otherwise agreed by AmBank Islamic in writing, a Communication must be given via a Channel specified in the relevant set-up form or Service Schedule. AmBank Islamic is not obliged to take any step to establish the authenticity of a Communication or the authority or identity of the person sending a Communication, other than to the extent set out in the Security Procedures;
- (c) if in AmBank Islamic's opinion all Security Procedures appear to have been complied with, AmBank Islamic may act on any Communication, even when inconsistent with other

- Communication;
- (d) AmBank Islamic is entitled to assume the accuracy and completeness of each Communication and is not responsible for errors or omissions of Customer or any third party in any Communication or the duplication of any Communication by Customer;
- (e) AmBank Islamic may act on any Communication by reference to an account number only, even if an account name is provided;
- (f) AmBank Islamic may act on any Communication if AmBank Islamic reasonably believes the Communication contains sufficient information for AmBank Islamic's purposes (it being understood that AmBank Islamic may rely on any data contained in any Communication without being obliged to verify the same);
- (g) AmBank Islamic may decide not to act on a Communication if not sent through an agreed Channel or where AmBank Islamic reasonably doubts its contents, completeness, accuracy, authorisation, origin, or compliance with Security Procedures, in which event AmBank Islamic shall promptly notify Customer of its decision; and
- (h) if Customer notifies AmBank Islamic (in writing, unless otherwise agreed by AmBank Islamic) that Customer wishes to recall, cancel or amend a Communication before the Communication has been acted upon by AmBank Islamic, AmBank Islamic will use its reasonable efforts to comply. AmBank Islamic shall not be liable to Customer for any loss or damage arising out of any acts or omissions of AmBank Islamic undertaken in accordance with this Clause 5.1.

**5.2. Authority of User.** AmBank Islamic may rely on the authority of each User to send Communications or do any other thing in accordance with that User's Access Profile until AmBank Islamic has received written notice of a relevant change in that User's Access Profile, and AmBank Islamic has had reasonable time to act on such notice. Where Transactions initiated or apparently initiated by a User are automatically processed by AmBank Islamic's systems, then notwithstanding any instruction from Customer to suspend or revoke any Authenticator, Electronic Key, User ID or Digital Certificate in relation to such User, Transactions initiated or apparently initiated by such User continue to bind Customer until such time as that User's Authenticator, Electronic Key, User ID or Digital Certificate is disabled by or within AmBank Islamic's systems.

**5.3. Deemed Authority.** Any person (whether or not a User) who utilises any System Materials, Customer ID or User ID is deemed to be authorised by Customer in accordance with the Access Profile associated with such System Materials, Customer ID, or User ID, and shall be deemed to have authority to act for and on behalf of Customer.

**5.4. Use of Unsecured Service Channel.** If Customer has nominated and AmBank Islamic has agreed to use of an Unsecured Service Channel such as telephone, fax or e-mail as a Channel:

- (a) Customer acknowledges it is aware of and accepts the risks associated with nominating Unsecured Service Channels as Channels, including the risks of delay, non-receipt and third party interception and/or interference with confidential information;
- (b) AmBank Islamic is unconditionally authorised (but shall not be under any obligation) to rely and act upon any Communication made via such Channel, without enquiry as to the identity or authority of the person giving (or purporting to give) such Communication, or the authenticity of such Communication, and any such Communication shall be binding on Customer;
- (c) notwithstanding the above, AmBank Islamic may at its absolute discretion take steps to verify the authenticity or validity of any Communication received via an Unsecured Service Channel, or refrain or defer from acting on any such Communication for any reason;
- (d) if Customer has requested that AmBank Islamic acts on any Communication sent by any means requiring manual intervention (such as telephone, facsimile transmission,

electronic mail or any Storage Media) sent by hand):

- (i) Customer shall furnish AmBank Islamic with the physical hardcopy of such Communication not later than two (2) Business Days from the date of the initial transmission, and shall ensure that the fact of such earlier transmission is endorsed on the hardcopy of the Communication;
- (ii) AmBank Islamic shall not be responsible for any loss or damage suffered by Customer as a direct or indirect consequence of Customer's omission to make any such endorsement (including by reason of any duplicate payment or Transaction undertaken by AmBank Islamic).

**5.5. Recording.** Customer authorises AmBank Islamic to record all telephone and other voice conversations between Customer and AmBank Islamic by such means as AmBank Islamic thinks fit.

**5.6. Reports.** Customer may request one or more Reports in relation to any of its Accounts or Transactions, which shall be provided to Customer based on the selections made by Customer in the relevant Set-Up Form. Each Report is deemed to be a notice sent by AmBank Islamic and to only contain information as of and up to the time of issue of the Report. AmBank Islamic is not obliged to ensure or verify the receipt of any Report by any person. Where any Reports delivered relate to or contain any information in relation to any Non-Product Services Transaction, such Non-Product Services Transaction will continue to be solely governed by the relevant Transaction Terms.

**5.7. Records Conclusive.** Save for manifest error, AmBank Islamic's records (whether in paper, electronic or other form) in relation to any Communication or Report are conclusive evidence of the fact of receipt or non-receipt, or the contents of such Communication or Report.

## 6. SECURITY AND RESPONSIBILITY

**6.1. Risk and Responsibility.** Customer:

- (a) must comply with the Security Procedures at all times;
- (b) is responsible for and accepts all risks associated with delivery of any System Materials, Customer IDs and/or User IDs from the time AmBank Islamic parts with physical control or transfers control of the same to Customer (as applicable);
- (c) must keep all System Materials, Customer Facilities, Customer IDs, User IDs and all information relating to the Services safe, secure and confidential and not allow any person (other than Users, employees, and agents authorised by Customer) to have access to them; and
- (d) must pay for the cost of repairing and/or replacing any lost, damaged or malfunctioning System Materials.

**6.2. Duty to Notify AmBank Islamic.** Customer must notify AmBank Islamic immediately in manners specified in the Relevant Terms and Conditions or by AmBank Islamic from time to time if Customer at any time becomes aware or has reason to believe that:

- (a) any System Materials, Customer Facilities, Customer ID or User ID are or is or may have been misused or lost or disclosed to or in the possession of any unauthorised person; and/or
- (b) there has been or may occur the unauthorised use of any System Materials, Customer Facilities, Customer ID or User ID.

**6.3. Assistance to AmBank Islamic.** Customer must:

- (a) provide AmBank Islamic with all reasonable assistance and information to enable AmBank Islamic to take appropriate action in relation to matters referred to in clause 6.2, including any action to involve the relevant Public Authorities.
- (b) assist AmBank Islamic to undertake such security checks in relation to the Services as AmBank Islamic may consider necessary from time to time.
- (c) provide supporting documents or any other relevant documents to assist AmBank Islamic in processing or

executing any instructions contained in a Communication or to ensure compliance with all applicable Laws.

## 7. SOFTWARE AND IP RIGHTS

**7.1. Provision of Software/System Manual.** AmBank Islamic may provide to Customer in connection with the Services such quantity of the Software and System Materials in such form as AmBank Islamic may decide from time to time. AmBank Islamic grants to Customer a revocable, personal, non-exclusive and non-transferable license or sub-license (as the case may be) to use such Software and System Materials only in relation to the Services and in accordance with the Relevant Terms and Conditions:

(a) Customer must notify AmBank Islamic if Customer becomes aware of any unauthorised use of the Software and/or System Materials.

**7.2. Ownership of Software etc.** The Software, the System Materials, the Website and all related IP Rights remain the exclusive property of AmBank Islamic or its relevant suppliers, as applicable, and all rights not specifically granted in this Terms and Conditions are reserved by AmBank Islamic or its suppliers, as applicable.

## 8. EQUIPMENT AND SYSTEMS

**8.1. Customer's Responsibilities.** Customer must:

(a) procure, install, maintain and, if necessary, upgrade, at Customer's expense, such software, equipment and systems of its own as may be specified in any User Guide or by AmBank Islamic from time to time as being necessary for the use of any Service; and

(b) inform AmBank Islamic as soon as possible if Customer becomes aware of any actual or suspected failure of or malfunction in or programming error, bug or flaw in, the Software or AmBank Islamic's systems, and assist AmBank Islamic in any remedial steps proposed. AmBank Islamic makes no warranty, express or implied, in law or in fact, including but not limited to any implied warranty of fitness for a particular purpose or of merchantability, with respect to the Services, the Software, the System Materials or any software, equipment or systems that Customer may acquire or use in connection with the Services.

**8.2. Malware.** AmBank Islamic is not responsible for any Malware that Customer may be exposed to when using the Services, or for any loss or damage caused by such Malware. Customer must take all reasonable measures to prevent unauthorised access to or infection of its or AmBank Islamic's systems by Malware.

## 9. FEES AND PAYMENTS

**9.1. Fees.** Customer must pay AmBank Islamic the Fees for the provision of the Services and for any System Materials provided or licensed by AmBank Islamic to Customer and all fees, delivery charges, stamp duties, and any other reasonable out-of-pocket expenses in connection with the provision of the Services. Such amounts are due and payable in full on the last Business Day of each month, unless otherwise agreed by AmBank Islamic. AmBank Islamic reserves the right to vary the Fees and due date for payment at any time and from time to time by notice to Customer. Unless otherwise agreed by AmBank Islamic, all payments shall be made in Ringgit Malaysia.

**9.2. Taxes.** Unless expressly stated otherwise, the parties agree that any Fee, price, value, revenue ("Fee") or similar amount to be used in the calculation of the fee is exclusive of Taxes. If any supply made under or in connection with this Agreement is subject to Taxes, AmBank may increase the consideration provided for by the amount of the Taxes and recover that additional amount from the Customer in addition to the Fee.

**9.3. Authority to Debit Customer's Accounts.** AmBank Islamic will debit the Customer's account for any fees incurred in the provision of the Services. However, in the event of default, Customer irrevocably authorises AmBank Islamic to debit any account of Customer with AmBank Islamic for Fees incurred in relation to the Services and System Materials provided by AmBank Islamic to Customer or any member of the Customer Group, as well as charges, costs, expenses and other sums payable to AmBank Islamic under the Relevant Terms and Conditions. AmBank Islamic may consolidate any or all accounts of Customer with AmBank Islamic. The authority granted by Customer to AmBank Islamic under this clause survives the termination of this Terms and Conditions until all money owing by Customer to AmBank Islamic under the Relevant Terms and Conditions has been paid in full.

**9.4. Currency Exchange.** Any conversion from one currency into another may be effected in such manner as AmBank Islamic may determine and at AmBank Islamic's then prevailing Forex Rate. Any loss, cost, charge and risk resulting from any currency conversion shall be borne by Customer and may be debited from Customer's account with AmBank Islamic. Where the account designated by Customer as the account to be debited for transactions contains insufficient funds to complete any such transaction, AmBank Islamic reserves the right to liquidate the foreign exchange position and treat the transaction as being cancelled. Customer shall be liable for any loss (including exchange loss), damage, charge (including replacement cost) and fees incurred in connection with such cancellation.

**9.5. Payments.** Customer agrees:

(a) Any dispute or claim by Customer shall not defer Customer's obligation to pay any sum due to AmBank Islamic.

(b) Any payments to be made to AmBank Islamic by Customer in relation to the Relevant Terms and Conditions shall be made without any set-off or counterclaim and free of any deduction or withholding for or on account of any taxes or other charges in the nature of taxes imposed by any Public Authority unless required by law.

(c) If any such deduction or withholding is so required to be made by Customer or on Customer's behalf, Customer must pay to AmBank Islamic any additional amount necessary to ensure that AmBank Islamic receives and retains the full amount of the relevant payment as if such deduction or withholding had not been made.

(d) Customer waives all rights under Section 60 of the Contracts Act 1950 in respect of any payments made to AmBank Islamic under any Relevant Terms and Conditions.

(e) AmBank Islamic may appropriate any payment it receives in relation to any Relevant Terms and Conditions towards satisfaction in whole or in part of any money owing by Customer or any member of the Customer Group to AmBank Islamic in any order that AmBank Islamic may deem appropriate despite any purported appropriation by Customer.

(f) AmBank Islamic may set-off any payment due from AmBank Islamic to Customer against any amount due from any member of the Customer Group to AmBank Islamic (i) whether or not the amount owing is owed alone or with any other person; (ii) whether or not the amount owing by members of Customer Group to AmBank Islamic is immediately payable, and (iii) both before and after demand under this Terms and Conditions.

**9.6. Late Payment Charge.** If Customer does not pay the Fees or any money payable by Customer under this Terms and Conditions on or before the due date, Customer must pay late payment charge on that amount on demand by AmBank Islamic. Late payment charge is:

(a) payable from the due date until payment is made in full by Customer; and

(b) calculated on daily balances at the rate of 1% per year or such other rate as may be prescribed by AmBank Islamic in accordance with method as approved by BNM.



**10. LIMITATION OF LIABILITY**

**10.1. Exclusion of Indirect or Consequential Loss etc.** Subject to any other term that may be contained in any Service Schedule (where applicable), AmBank Islamic is not liable in any circumstances for any indirect or consequential loss or loss of profit or business or damages incurred by Customer, whether arising from negligence, breach of contract or otherwise even if the loss was reasonably foreseeable or AmBank Islamic had been advised of the possibility of such loss or damages.

**10.2. Excluding of Liability for other Losses.** AmBank Islamic is not liable for any losses arising in connection with or as a result of:

- (a) circumstances outside AmBank Islamic's control or knowledge including any unforeseeable or negligent acts or omissions on the part of AmBank Islamic's service providers, contractors or agents;
- (b) any error in information supplied to AmBank Islamic or Customer by a third party, including any information is contained in any Report;
- (c) AmBank Islamic acting or not acting upon Communication if AmBank Islamic does so in accordance with the provisions of the Relevant Terms and Conditions;
- (d) any non-availability of or failure, suspension or malfunction in any communication Channel, network, other transmission facility, the Software or the Customer's Facilities, howsoever caused;
- (e) any interference, intrusion or attack by any person or Malware affecting the Website, the Services or systems of AmBank Islamic or Customer or any third party;
- (f) any laws or regulations of countries where Transactions are settled or cleared or where any negotiable instrument or receivable is collected, or any exchange control restrictions including but not limited to the Foreign Exchange Administration Rules which are imposed from time to time, unless caused by AmBank Islamic's own breach of such laws and regulations;
- (g) unauthorised access to any Service by a third party using any Electronic Key, Customer ID, User ID or Digital Certificate; or
- (h) any misuse by Customer of the Website, the Software, or any Channel.

**10.3. Exclusion of Liability for Financial Information.** Whilst AmBank Islamic shall use reasonable efforts to ensure that any financial information made available through any Channel Service is accurate when initially made available, AmBank Islamic does not guarantee the accuracy of such financial information. AmBank Islamic is not liable for any loss incurred or damage suffered by Customer by reason or in consequence of Customer using any financial information which is not accurate or up to date.

**10.4. Exclusion and Limitation of Liabilities in Service Schedules.** Any other exclusion or limitation of liability in any Service Schedule is in addition to and does not derogate from the exclusion and/or limitation of liability in clauses 10.1, 10.2 and 10.3 above.

**10.5. Limitation of AmBank Islamic's Liability.** Without prejudice to clauses 10.1 to 10.4 above, AmBank Islamic's total liability to Customer for any claim arising from or in connection with a Service is limited to the total amount of Fees paid by Customer for the relevant Service within the 3 months period preceding the date of the loss or damage giving rise to such claim

**11. INDEMNITY BY CUSTOMER**

**11.1. Indemnity.** Customer shall indemnify and keep AmBank Islamic indemnified from and against all actions, proceedings and demands, and all claims, damages, losses, liabilities and costs (including legal costs on a solicitor and client basis) of any kind which AmBank Islamic may suffer arising from or in connection with the provision of any Service including those

resulting from any breach by Customer of its obligations under Relevant Terms and Conditions.

**12. DISCLOSURE OF INFORMATION**

**12.1.** The Customer irrevocably consents in writing to AmBank Islamic disclosing any document, record of or information relating to the Services or the assets or affairs of the Customer or the accounts of Customer with AmBank Islamic:

- (a) to Bank Negara Malaysia, the Central Credit Unit, the Dishonoured Cheques Information System, the Central Credit Reference Information System (CCRIS) or any other bureau or credit reporting agency or credit rating agency or any other Public Authority having jurisdiction over AmBank Islamic and to any third party, if required by any law;
- (b) to any central depository or authorised depository agent (as those terms are defined in the Securities Industry (Central Depositories) Act 1991);
- (c) to any potential transferee or assignee of AmBank Islamic;
- (d) to any person proposing or intending to make or tender payment towards the Customer's liabilities under the Services;
- (e) to any person where such disclosure is, in the opinion of AmBank Islamic, necessary for or related to the review, due diligence or enforcement or protection or the attempted enforcement or protection of any rights or interests of AmBank Islamic;
- (f) to any person pursuant to any corporate voluntary arrangement, judicial management, scheme of compromise, reconstruction, amalgamation, arrangement, composition, restructuring or any proposed arrangement, composition or restructuring between the creditors of the Customer;
- (g) to AmBank Group and to any person or company which provides to AmBank Islamic any legal, Shariah, accounting, auditing, credit, administration, processing, data management or other services;
- (h) to any other member of the Customer Group; and
- (i) where applicable, to the personal representative of the Customer's estate or to the Customer's committee or the trustee nominee, supervisor, liquidator, receiver and manager, judicial manager, receiver, manager or administrator appointed by the Court to manage the assets and affairs of the Customer where the Customer is found to be a mentally disordered person or lunatic. For purpose of this clause, "AmBank Group" shall mean all the related corporations of AmBank Islamic incorporated inside or outside of Malaysia.

**12.2.** Any member of the AmBank Group shall also be entitled to disclose customer information relating to the Customer to any branch and any other member of the AmBank Group for the purpose of informing Customer of any product or service offered by the AmBank Group.

**13. SUSPENSION AND VARIATION OF SERVICES**

**13.1. Suspension and Withdrawal.** AmBank Islamic may suspend or withdraw the whole or any part of the Services provided to Customer at any time. If practicable, AmBank Islamic shall notify Customer in advance of the suspension or withdrawal.

**13.2. Suspension upon Request.** If requested by Customer in writing and all Security Procedures have been complied with, but subject to the other provisions of this Terms and Conditions, AmBank Islamic must suspend the whole or part of the Services as requested by Customer.

**13.3. Variation of Services.** AmBank Islamic may develop, add to, change or replace the whole or any part of the Services, the Software, the System Materials, or any other information or material relating to the Services, from time to time. If AmBank Islamic does so, Customer continues to be bound by the Relevant Terms and Conditions and, in addition, by any additional terms which AmBank Islamic may advise Customer of in connection with such developments, additions, changes or replacements.

14. TERMINATION

**14.1. Termination by Notice.** Either party may terminate Customer's subscription for the whole or any part of the Services and/or any or all of the Relevant Terms and Conditions by giving to the other party thirty (30) days' prior written notice.

**14.2. Termination by AmBank Islamic.** Notwithstanding Clause 14.1, AmBank Islamic may terminate the provision of the whole or any part of the Services to Customer and/or all or any part of the Relevant Terms and Conditions immediately without prior notice:

- (a) upon any material breach by Customer of any terms of the Relevant Terms and Conditions or of any other Terms and Conditions between Customer and AmBank Islamic;
- (b) if it is or becomes or would be materially likely to become unlawful for Customer or AmBank Islamic to comply with any or all of such party's obligations under the Relevant Terms and Conditions or if such compliance will cause or would be materially likely to cause AmBank Islamic to be in breach of any law or regulatory requirement;
- (c) if Customer ceases to have any account and/or banking relationship with AmBank Islamic; or
- (d) upon the occurrence of any - circumstances in accordance with the term of any Service Schedule (where applicable) or any circumstances affecting Customer or the Services which AmBank Islamic, acting reasonably, considers exceptional.

**14.3. Effect of Termination.** Upon termination of any Relevant Terms and Conditions in whole or in part for any reason:

- (a) Customer must immediately return to AmBank Islamic all copies of the relevant Software, User Guides and any other System Materials, related information and equipment supplied by AmBank Islamic;
- (b) Customer must immediately cause all relevant Software supplied by AmBank Islamic to Customer to be erased from any system, hardware or other equipment on which it has been installed and certify to AmBank Islamic in writing that the same has been done;
- (c) Customer must allow any personnel or agent appointed by AmBank Islamic onto Customer's premises at a reasonable time on reasonable prior notice either to verify that Customer has complied with its obligations set out in paragraph (a) and (b) above, or to require that Customer complies with such obligations;
- (d) Customer must sign all relevant documents to evidence the revocation (in whole or in part) of any relevant Software License granted to Customer;
- (e) Customer must pay AmBank Islamic all money owing by Customer to AmBank Islamic under this Terms and Conditions immediately upon demand;
- (f) AmBank Islamic may immediately deny Customer access to the relevant Services;
- (g) all rights granted under this Terms and Conditions will immediately revert to AmBank Islamic and all licenses, sub-licenses granted to Customer under the Relevant Terms and Conditions will be immediately revoked; and
- (h) the rights or obligations of the parties that arise prior to termination remains intact and are not affected by the termination unless stated otherwise.

**14.4. Clauses that Survive Termination.** The provisions in clauses 10, 11 and 12 and any other indemnities and exclusions or limitation or liabilities set out in any Service Schedule survives any termination of the Relevant Terms and Conditions and continue indefinitely.

15. NOTICES

**15.1. Method of Giving Notices.** A notice, consent, approval or other communication (each a "Notice") under the Relevant Terms and Conditions (other than a Communication properly given through an agreed Channel) shall be in writing (which

includes electronic form), signed by or on behalf of the party giving it, addressed to the party to whom it is to be given and:

- (a) delivered to the receiving party in person;
- (b) sent by pre-paid mail to the receiving party's address;
- (c) transmitted by facsimile to the receiving party's facsimile number;
- (d) sent to the electronic mail address of the receiving party.

**15.2. Time of Receipt.** A notice given to a person in accordance with this clause is treated as having been given and received:

- (a) if successfully delivered via facsimile or electronic mail, on the day of delivery if delivered before 4:00 p.m. on a Business Day, otherwise on the next Business Day;
- (b) if sent by pre-paid mail, three (3) Business Days after the date of posting;
- (c) if sent by courier, on the next Business Day after collection by the courier;
- (d) if posted on e-AmBiz, AmAccess Corporate, AmAccess Biz, AmAccess Trade or other Website, on the day of posting before 4:00 p.m. on a Business Day, otherwise on the next Business Day.

**15.3. Address for Notices.** For the purposes of this clause:

- (a) a person ("sender") may take the address, facsimile number and email address of another person ("recipient") to be, if the recipient is Customer, the Customer's address in AmBank Islamic's records from time to time.
- (b) the contact information for any communication on the Services (including complaints, but excluding a Communication properly given through an agreed Channel) and Notice to AmBank Islamic are as stated below:

Details	Contact Centre
Contact Number	+603-2178 3188
Fax Number	+603-2171 3080
Email	<a href="mailto:e-ambizcareambankgroup.com">e-ambizcareambankgroup.com</a> or <a href="mailto:amaccesscare@ambankgroup.com">amaccesscare@ambankgroup.com</a>

16. LAW AND JURISDICTION

**16.1. Governing Law and Jurisdiction.** This Terms and Conditions is governed by the laws in force in Malaysia and the parties submit to the exclusive jurisdiction of the courts of Malaysia.

**16.2. Service of Legal Process.** The service of any legal process on any party may be given by prepaid registered post sent to the address for notices of such party and such legal process will be deemed to have been duly served after the expiration of three (3) Business Days from the date it is posted.

17. GENERAL

**17.1. Schedules Integral Part of Relevant Terms and Conditions.** The Service Schedules, addendum, schedule and the User Guides form an integral part of the Relevant Terms and Conditions. If there is any conflict between the terms of this Terms and Conditions and that of any Service Schedule or User Guide, the terms of the Service Schedule or User Guide shall prevail.

**17.2. Other Terms and Conditions Relating to Customer's Account.** The terms set out in the Relevant Terms and Conditions are in addition to, and not in substitution for, any other Terms and Conditions, mandates, terms or conditions relating to any Account of Customer (unless otherwise specified). For the purposes of the Services, in the case of any conflict between the Relevant Terms and Conditions and the terms of any other Terms and Conditions, mandates, terms, or conditions relating to Customer's Account with AmBank

Islamic, the terms of the Relevant Terms and Conditions shall prevail to the extent of the conflict.

- 17.3. Entire Terms and Conditions.** The Relevant Terms and Conditions sets out the entire Terms and Conditions between AmBank Islamic and Customer in relation to the Services. This Terms and Conditions shall supersede any previous Master Services Terms and Conditions entered into between the Customer and AmBank Islamic.
- 17.4. Waiver.** No failure to exercise, nor delay in exercising, on the part of the AmBank Islamic, any right under the Relevant Terms and Conditions shall operate as a waiver to exercise such right. The rights of the AmBank Islamic arising under the Relevant Terms and Conditions shall not be capable of being waived or varied unless by an express waiver or variation in writing.
- 17.5. Time.** Time is of the essence of this Terms and Conditions.
- 17.6. Severability.** If at any time any provision of the Relevant Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect the remaining provisions of the Relevant Terms and Conditions shall in no way be affected or impaired thereby whether in the same or other jurisdiction.
- 17.7. Language.** Customer has chosen the English language as the language of this Terms and Conditions, which shall prevail in the event of differences in meaning with any version of this Terms and Conditions in any other language.

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