

## A1addin Generic Terms and Conditions

The following Terms and Conditions apply to your access and the use of this website and the services provided herein by Affin Banking Group and all its related associates, subsidiaries and holding company. By accessing any part of this website and/or using its services, you agree to be bound by these terms and conditions without limitation or qualification.

If you do not accept these terms and conditions, please immediately discontinue your access to this website and/or use of its services.

The Customer is to note that the customer's access or use of this website shall be at the customer's own risk and initiative, and the Customer shall be responsible for compliance of all applicable laws.

### 1. Governing Terms and Conditions

1.1 All products and services of the Affin Banking Group and its partners herein provided are subject to the terms and conditions of the applicable agreements governing their use. These terms and conditions are meant to regulate your access to this website, and they are to be read together with the applicable terms and conditions governing any transaction(s), product(s) and/or service(s) provided in this website. In the event of conflict between these terms and conditions and the terms and conditions governing the relevant transaction(s), product(s) and/or service(s) provided herein, the latter will prevail but only to the extent of such conflict.

1.2 All transactions and dealings effected by using the services are subject to these Terms and Conditions and other related terms issued by Affin Banking Group including the Disclaimer, Client Charter, Privacy and Security Policy; Terms of Use on the Internet site of the Affin Banking Group where the services are provided and the User Guide (collectively, 'Terms and Conditions'). All other terms and conditions governing the relevant accounts, transactions, dealings, services, product information, goods, benefits or privileges shall continue to apply but where there is any discrepancy, the Terms and Conditions shall prevail for the purposes of the services.

### 2. Definitions

In these Terms and Conditions, unless the context requires otherwise, the following words and expressions shall have the following meaning:

- **'Access Number'** means all the personal authorization codes required to gain access to A1addin app which include:
  - i. ATM card number and PIN; or
  - ii. Credit Card number and PIN: or
  - iii. Virtual Card and PIN allocated to you
- **'Account'** means one or more of the Customer's valid savings, current, credit card, loan, investment, fixed deposit or any other accounts with the Affin Banking Group which may be accessed through the A1addin app as may be determined by the Affin Banking Group from time to time.
- **'Affin Banking Group'** means Affin Bank Berhad (25046-T), and/or Affin Islamic Bank Berhad (709506-V), companies incorporated in Malaysia having its registered office at Level 17 Menara Affin Bank, 80 Jalan Raja Chulan, 50200 Kuala Lumpur, Wilayah Persekutuan Malaysia and includes any of or all its related subsidiary, associates, affiliates and holding company and its successors in title, assigns, legal representatives, and where applicable any of them.
- **'A1addin app'** means the internet banking website which the Customer may access through the use of a personal computer terminal, modem and/or any other telecommunication device, over the Internet, upon the correct input of the Customer's Username and Password in accordance with these Terms and Conditions or any other rules and regulations determined by Affin Banking Group.

- **'Banking Services'** means products and services of the Affin Banking Group and its Agents as are made available to you on this website.
- **'Business Day'** means any official days that the Bank's Head Office in Kuala Lumpur is open for business.
- **'Bill'** means the latest bill, invoice, notices, form and/or payment demand received by you from a Payee Corporation.
- **'Customer'** means the person or persons in whose name(s) the Account(s) is/are maintained with Affin Banking Group and to whom the Affin Banking Group has agreed to provide A1addin app services and where applicable, the Customer's successors in title heirs, assigns or legal representatives.
- **'Instructions'** means instructions given by the Customer in respect to the Customer's Account(s) via the A1addin app.
- **'Internet'** means the global network computers, telecommunications and software which facilitate communication, whether electronic or otherwise, between person(s) and machines.
- **'Network Service Provider'** means any Internet service provider or any commercial online service provider providing connections to the Internet in addition to its own proprietary network.
- **'Password'** means a unique string of characters keyed in by the Customer in order for A1addin app website to authenticate Customer's access.
- **'Username'** means the unique name made up a string of character chosen by Customer, which must be keyed in by Customer together with Password in order to gain access to A1addin app.
- **'Payee Corporation'** means those corporations, companies entities or bodies approved by the Affin Banking Group from time to time and displayed on the A1addin app Bill Payment screen.
- **'Ringgit Malaysia or MYR'** means the lawful currency of Malaysia.
- **'Terms and Conditions'** means these Terms and Conditions governing the use of A1addin app.
- **'Temporary Personal Identification Number (T-PIN)'** means the temporary PIN that Customer has chosen at the ATM in order to login to A1addin app website for the first time, or to reset Password (forget password or username).
- **'Transaction Authentication Code (TAC)'** means the second layer six-digit security code implemented for specific online banking financial transactions.

- **'Transaction History'** means the list of all confirmed/successful transaction(s) effected on your accounts and which may be viewed using A1addin app for a period of time determined by Affin Banking Group.
- **'Third Party Account'** means other account(s) that may or may not belong to you, maintained at Affin Banking Group or other bank(s), payee corporations, affiliates and establishment which you can credit funds to or make payments using A1addin app.
- **'Website'** means A1addin app or any other address as shall be determined and notified by the Affin Banking Group from time to time. Use of the expressions 'we', 'us' 'the Bank' and 'our' means Affin Banking Group, while use of the expressions 'you' and 'your' means you and any third party authorized by you to access this Website and use of affinOnline.com.

## 2.1 Interpretation

Words incorporating the singular shall include the plural and vice versa. Words incorporating the masculine gender shall include the feminine and neuter gender and vice versa. Any banking term not specifically defined or described herein shall be construed in accordance with the general practice of banks and financial institutions in Malaysia. In the event of conflict in the interpretation of this Terms and Conditions in any language the English version shall prevail.

## 3. The Agreement

- 3.1 The Terms and Conditions herein and all supplements, amendments and variations thereto shall collectively constitute the agreement between the Customer and the Affin Banking Group ('the Agreement') and shall apply to all the A1addin app services. The Terms and Conditions operate in conjunction with the respective terms and conditions and rules and regulations applicable to the Account(s) which the Customer represents that he has read, understood and agreed to be bound by without qualification or limitation by use of this website or any of its pages.
- 3.2 In the event of any conflict or inconsistency between the Terms and Conditions herein and the terms and conditions and rules and regulations governing the relevant Account(s), the latter shall prevail for purposes of interpretation and enforcement but only to the extent of such conflict or inconsistency.

## 4. Disclaimers

- 4.1 Affin Banking Group has taken reasonable care to ensure the accuracy of information materials and content given directly and exclusively by Affin Banking Group. Notwithstanding the same, the information, materials and contents provided by Affin Banking Group on this website are provided on an 'as is' basis and are of a general nature and shall be subject to the Customer's obligation to take independent legal, financial or other advice as the Customer shall deem necessary.
- 4.2 Neither the Affin Banking Group, nor any other parties involved in the creation, production or delivery of the A1addin app assume any responsibilities with respect to the Customer's use thereof. No oral or written information or advice given by the Affin Banking Group, its agents or the employees shall create a warranty or in any way increase the scope of this warranty, and the Customer shall not rely on any such information or advice.
- 4.3 Information submitted via Alert/Reminder/email Service will be transmitted securely. However, for confidentiality reasons, we are unable to act on any transactional instructions or reply to account related issues via email or other feedback form. Please note the alert/reminder/email service is system generated and provided as an added value service for your convenience. The bank is not responsible for the validity of your email addresses or delivery of the messages.

## 5. Links

- 5.1 The links from or to websites outside this Website are provided for convenience only. As such linked websites are under the control and ownership of third parties, Affin Banking Group shall not accept any responsibility or liability for the access to such links, nor the products, services, information, materials or contents of such websites. Also, Affin Banking Group does not warrant and is not responsible for the status of such links or any links contained in a linked website nor the products, services, information, material and/or content therein. Furthermore, the links provided in the Website shall not be considered or construed

as an endorsement or verification of such linked websites or the contents therein by the Affin Banking Group.

- 5.2 When the above links are accessed, you will exit from the Website and our Privacy Policy as well as our Client Charter shall cease to apply. You are therefore subject to the conditions of access and/or privacy policy of such linked websites and you hereby agree that the risk involved in accessing such linked websites shall be borne solely by you.
- 5.3 You shall bear all risks and assume sole responsibility for accessing these other websites or portals through the links provided herein and we shall not be liable for any loss or damage that may be incurred as a result of such access.

#### **6. Confidentiality of User Id(s), Password(s) and Pin(s)**

- 6.1 The Customer shall be solely responsible for the implementation of all reasonable security measures and the exercise of all precautions to safeguard the retention of the User ID(s), Password(s), and PIN(s) and the Customer shall not reveal or cause to be revealed the User ID(s), Password(s) and PIN(s) including any changes thereof to anyone, including the staff of the Bank, under any circumstances whatsoever.
- 6.2 If the User ID(s), Password(s), PIN(s) is discovered or is suspected of being known to any unauthorized personnel or third party, the Customer shall personally take immediate steps to change the User ID(s), Passwords or the PIN (s) as the case may be. The Customer further agrees to inform the Bank immediately.
- 6.3 The Customer shall ensure the Customer's authorized personnel who have been issued with the User ID(s), Password(s), and/or PIN(s) to comply with the provisions of clauses 6.1.

#### **7. Access and Use of A1addin app Service**

- 7.1 Application for subscription to the A1addin app service shall be subject to the Customer maintaining an existing and valid Account with Affin Banking Group and further subject to such eligibility criteria that Affin Banking Group shall deem fit. The Affin Banking Group is not obliged to provide reasons for any rejection of a Customer's application.
- 7.2 Use by the Customer of the A1addin app service at any time and from time to time shall indicate to the Affin Banking Group the Customer's acceptance and agreement and continued acceptance and agreement of the provisions of the Terms and Conditions and of the risks in conducting any transaction over the Internet
- 7.3 All registration to A1addin app service shall be subjected to the Terms and Conditions of the Bank.
- 7.4 Upon your successful registration, Affin Banking Group reserves the right to determine the scope of functions, services and Accounts that will be made available to you in A1addin app.
- 7.5 All Customers will be required to register through the Affin Banking Group Automated Teller Machine (ATM) or any other application channel made available by Affin Banking Group from time to time.
- 7.6 Upon the successful authentication of your T-PIN and registration at A1addin app website, the Customer's access to A1addin app will be deemed to have been activated.
- 7.7 For the first time login, you are required to choose and create your unique Username and Password. For security, Customers are advised to change their Password from time to time.
- 7.8 The Customer shall immediately notify Affin Banking Group in writing in the event the Username and/or Password have been compromised in any manner whatsoever.
- 7.9 Access by the Customer to the A1addin app shall be deemed to have been activated and all instructions and transactions issued thereafter shall be attributed to the Customer upon successful login of the Username and Password notwithstanding that such access, instruction or transaction may have been made by authorized third party. Affin Banking Group and/or third-party service providers shall be entitled to carry out any instruction or transaction and/ or rely on any instruction or information provided in connection with the Customer's Username and Password as if the Customer had transacted it and/or provided the information.
- 7.10 The Customer is deemed to agree that instructions or transactions received by the Affin Banking Group are irreversible when received completed or relied upon by the Affin Banking Group. Instructions received by the Affin Banking Group during Business Hours where applicable shall be effected on the same day provided that it shall be in accordance with normal banking practice, or such other date and/or time as Affin Banking Group may from time to time determine having regard to the general practice of bankers. Affin Banking Group may at its sole discretion refuse to carry out any of the Customer's instructions or transactions where such instructions or transactions are inconsistent with the Affin Banking Group policy or any law or any rules or regulations to which the Affin Banking Group is subject to or for any other reasons. Notwithstanding the

above, Affin Banking Group is hereby authorized to comply with instructions received from customer via A1addin app.

#### **8. Availability of Services**

- 8.1 The A1addin app website is intended to be available 24 hours, 7 days a week unless otherwise specified in these Terms and Conditions or in the Website. However, the Customer acknowledges that at certain times some or all of the A1addin app service may not be accessible due to system maintenance or other reasons or cause which are beyond the control of the Affin Banking Group. The Customer acknowledges that notwithstanding any provisions herein Affin Banking Group does not warrant that A1addin app will be available at all times without interruption.
- 8.2 In the event that any or all of the A1addin app service are not accessible for whatever reasons, the Customer agrees to use alternative means, including but not limited to automated teller machines, all self-service machines and branches or authorized agents of Affin Banking Group, to issue such instructions as shall be desired by the Customer at the material time.
- 8.3 In the event the above occurs, Affin Banking Group shall not be liable for any damages or losses suffered by the Customer thereof.

#### **9. Transactions & Instructions**

- 9.1 In the event that you detect that a transaction or instruction has not been accurately or completely received or processed by Affin Banking Group, you shall inform Affin Banking Group immediately within twenty-four (24) hours after transmission of the relevant transaction or instruction. In order for the notification to be effective, the same has to be actually received by the Affin Banking Group.
- 9.2 Once you have given an instruction, you cannot cancel or amend it. However, upon your request, we may, at our absolute discretion, (but shall not be obligated to) agree to revoke, cancel, reverse or otherwise amend any earlier instruction of yours on a best effort basis. All costs and charges incurred by us in implementing any such requests by you shall be borne by you and may be debited from your Account(s) as Affin Banking Group deems fit.
- 9.3 For transactions and instructions initiated which require your input of information including but not limited to credit/charge/debit card information, account number, bill number and any other information, you agree that you will input as accurate as possible all the required information and Affin Banking Group will not be liable for any consequences arising from your failure to provide accurate and complete information
- 9.4 For transaction relating to the debiting of a Credit, or Debit Card (the Card), the Customer warrants that all information provided in respect of the Card is accurate and the Card is issued in the name of the said Customer, whether as a principal cardholder or as a subsidiary cardholder; and that the Customer is fully authorized to perform transactions on the Card. The Customer further warrants that the Card is genuine, valid and recognized by Affin Banking Group.
- 9.5 You agree that all transactions made via A1addin app that requires the debiting of a Credit, or Debit Card is subject to final approval from the issuing bank. Where the approval is denied or delayed by the issuing bank, Affin Banking Group shall not be responsible for any delay or failure to affect the transaction or instructions
- 9.6 You are aware and understand that any transactions in foreign currency or involving non-resident(s), is subject to Bank Negara Malaysia's requirement on Foreign Exchange Administration Rules and regulations applicable in the country where payment is to be made. You undertake to at all times comply and be responsible for your compliance with the prevailing Central Bank of Malaysia (BNM) Notices under the Foreign Exchange Administration Rules as made available in BNM's website at [www.bnm.gov.my/fxadmin](http://www.bnm.gov.my/fxadmin). You are fully aware that Affin Bank shall be entitled to sight and request any documentary evidence with regards to the transaction, including invoice and approval letters from the relevant authorities. Affin Bank shall have the discretion, without assigning any reason whatsoever, to refuse/ reject/ cancel/ decline any transaction or instruction if Affin Bank suspects that such transaction or instruction is not in compliance with applicable law (including Foreign Exchange Administration Rules), sanctions or that the monies used for such transaction is derived from illegal sources and/or that such transaction is for illegal purpose and/or in the event that any information and/or documents provided in support of this transaction or instruction are not to the satisfaction of the Bank.

#### **10. Bill Payment**

- 10.1 The list of Payee Corporations offered in A1addin app is subject to change by the Bank with 21 days prior notice and that Affin Banking Group can, with notification post on the website, make additions, deletions

and amendments. Affin Banking Group shall not be liable for any loss or damage, which you may suffer as a direct or indirect result of the Affin Banking Group's actions.

- 10.2 You acknowledge that Affin Banking Group only acts as a collection agent of the Payee Corporation and that your Bill Payment may be subject to the respective Payee Corporations' procedure and terms and conditions. Affin Banking Group's commitment is to the extent of debiting your account and remit the payment to the Payee Corporation within the stipulated time as per your instruction PROVIDED that all information required by the Payee Corporation has been accurately entered and transmitted by you to A1addin app. Affin Banking Group is not responsible for any rejection of payment by the Payee Corporation due to any reason whatsoever.
- 10.3 The Customer shall allow at least three (3) days for receipt of payment by the Payee Corporation.

#### **11. Funds Transfer**

- 11.1 Affin Banking Group is irrevocably and unconditionally authorized by you to act on all transfer(s)/recurring payment(s) instructions (in whatever form) received in respect of your Account(s) maintained by the Bank or Third Party Account(s), and to debit your Account(s) with any charges thereof.
- 11.2 Transferring of funds via the A1addin app website from your accounts to your own accounts within Affin Banking Group as well as to third party accounts in Affin Banking Group shall be affected immediately upon successful authentication of your Username, Password or TAC, as the case may be.
- 11.3 For transferring of funds to another bank via A1addin app, you acknowledge that the crediting of funds may be subjected to further terms and conditions of the receiving bank and that Affin Banking Group will not be liable for any delay or rejection by the other bank.
- 11.4 The list of other banks you can transfer funds to using A1addin app is subject to changes and you agree that Affin Banking Group is not liable for any loss or consequence that you may suffer arising from the change which may occur from time to time.
- 11.5 Fund Transfer instructions where the Customer is transferring funds to a third party account maintained with the same company of Affin Banking Group, such transfer shall be subject to such maximum daily limit and conditions as are imposed and/or revised by the said company in Affin Banking Group or relevant authorities at their absolute discretion with 21 days prior notice.

#### **12. Copyright and Trademark**

Unless otherwise indicated, all copyrights, trademarks/ service marks, patents, logos and other intellectual property rights of the Affin Banking Group or others in this website and contents whereof and in the A1addin app (including, but not limited to, all information, details, graphics, data, files, text, sound recordings and the sequence and arrangement of the same) shall at all times vest and remain vested in Affin Banking Group, or the relevant third party proprietor as the case may be. No part or parts of this website may be reproduced, copied, modified, distributed, published, transmitted, stored, performed, licensed, sold or altered without the prior written consent of an authorized person of the Affin Banking Group or the relevant third party proprietor as the case may be.

You also may not, without the Affin Banking Group's expressed prior written consent, insert a link to this website on any other website, frame or 'mirror' any material contained on this website on any other server.

Any such unauthorized reproduction, retransmission or other copying or modification of any of the contents of the Affin Banking Group's website may be in breach of statutory or common law rights which could be the subject of legal action.

The Affin Banking Group disclaims all liability which may arise from any unauthorized reproduction or use of the contents of this Affin Banking Group's website.

#### **13. Right of Set-Off**

The Customer hereby agrees that Affin Banking Group with 7 days prior notice recover from the Customer by way of set-off any monies owing to Affin Banking Group as a result of or incidental to the transactions executed through the A1addin app. The Customer shall not hold the Affin Banking Group responsible for any claims arising out of Affin Banking Group exercising its right of set-off.

#### **14. Disclosure**

14.1 In compliance to Personal Data Protection Act (PDPA), we may disclose your personal information (to the extent necessary) to the following third parties:

- a. companies and/or organizations that act as our strategic partners, agents, professional advisers and/or any other parties that we may have business or dealings with;
- b. companies and/or organizations that assist us in processing and/or otherwise fulfilling transactions that you have requested;
- c. companies and/or organizations that assist us in providing value added services that you have requested;
- d. your advisers (including but not limited to accountants, valuers, adjustors, auditors, lawyers, financial advisers or other professional advisers) where authorized by you;
- e. any person notified by you as authorized to give instructions or to use the account(s)/facility(ies) or products or services on your behalf; and/or
- f. any third party as a result of any restructuring of facilities granted to you or the sale of debts, or the acquisition or sale of any company by AHB, provided that any recipient uses your information for the same purposes as it was originally supplied to us and/or used by us;
- g. any guarantors of security providers for the facility(ies) granted by us to you;
- h. any person intending to settle any moneys outstanding under the facility(ies) granted by us to you;
- i. any rating agency, insurer or insurance broker or direct or indirect provider of credit protection;
- j. any financial institutions, merchants, VISA International Services Association, MasterCard International Incorporated and other card associations in relation to any credit card and/or debit card issued to you by us; and/or
- k. any person connected to the enforcement or preservation of any of our rights under your agreement(s) with us,

14.2 Whilst Affin Banking Group is committed to take reasonable care and use its best endeavours to ensure that information transmitted and received is secure, the Customer acknowledges the risks involved in using the Internet and that Affin Banking Group cannot guarantee the security of the said information.

14.3 Disclosure is also allowed to all potential partners/shareholders of the Affin Banking Group whether locally or overseas incorporated for whatsoever reasons as the Group may deem fit.

## 15. Fees and Charges

The Customer hereby agrees and undertakes to pay to Affin Banking Group all such service or transaction charges which the Affin Banking Group may impose with 21 days prior notice in respect of or in connection with the A1addin app, and such service or transaction charges shall be debited from the Customer's Account. All such service fees or transactional charges payable shall be inclusive of applicable tax, including but not limited to the Goods and Services Tax ("GST").

## 16. Termination

16.1 Notwithstanding anything herein to the contrary, Affin Banking Group may at any time, in its discretion suspend or terminate the Customer's right of access to the A1addin app or any portion thereof with notice and without any obligation to give any reasons therefore or for any reasons whatsoever.

16.2 At its absolute discretion, Affin Banking Group is entitled to terminate the Customer's rights of access to the A1addin app should the Customer cease to maintain any Account with the Bank which can be accessed via A1addin app or should the Customer's access to such Account(s) be restricted by the Affin Banking Group or any other party for any reason.

16.3 The Customer may terminate the Customer's use of and access to the A1addin app by giving prior written notice to Affin Banking Group. The A1addin app service to the Customer will be cancelled within seven (7) days from the date of the Affin Banking Group's receipt of the said notice of termination. Proof of posting is not proof of receipt.

16.4 After the termination, you agree not to use the A1addin app service and further agree that Affin Banking Group is not obliged to affect any of your instructions received on or after the termination date. You shall however remain liable to Affin Banking Group for any transactions effected by Affin Banking Group as long as the termination notice is not actually received by Affin Banking Group. Any decision of Affin Banking Group in relation to any disputed transactions shall be final and conclusive.

### 17. Equipment and Network Access

17.1 The Customer shall, at his own cost and expense, be responsible for the purchase, cost, installation, maintenance use and repairs (if any) of the computer equipment, other telecommunication equipment and software ('the Equipment') necessary for the Customer to access the Internet and to the A1addin app. The Equipment shall be in accordance with the specifications, if any, prescribed by Affin Banking Group from time to time.

17.2 The Customer shall be responsible for all telecommunication charges incurred including such subscription charges, fees and other charges imposed by the Network Service Provider and any other third parties

### 18. Confidentiality

18.1 The Customer hereby acknowledges the strict requirement of confidentiality and obligations imposed upon the Bank under the Financial Services Act 2013/Islamic Financial Services Act 2013/Foreign Exchange Administration Rules and undertake not to do or cause to be done any act or omission which may cause Affin Banking Group to breach its strict duty of confidentiality and obligations as aforesaid. The obligations on the Customer herein shall survive the termination and/or expiry of the Terms and Conditions herein.

In the event the Customer receives any material or data containing information where the Customer is not the intended recipient, the Customer is hereby put on notice that any use, dissemination, distribution or copying of the material or data is prohibited and subject to legal privilege.

The Customer agrees to delete such material or data and further agrees to notify Affin Banking Group by telephone immediately.

18.2 The Customer hereby declares that its domestic borrowings, if any, does not exceed the threshold permitted by the FEA Rules 2013. In the event the Customer makes a wrongful declaration, the Customer shall bear the full impact of the penalty or fines imposed by the BNM on the Customer for any breach of the said Rules. Further any breach of the FEA Rules resulting in fines or penalties shall be the responsibility of the Customer to make good the same.

### 19. Waiver

You agree that any delay or failure of Affin Banking Group to exercise any rights, power, privileges, remedies or provisions of these Terms and Conditions shall not affect or be considered a waiver of Affin Banking Group's rights, power, privileges, remedies or provisions herein. The variations, amendments and supplements will be posted on the website and shall take effect immediately and bind the Customer using A1addin app.

### 20. Severability

If any of the Terms and Conditions become invalid, illegal, or unenforceable pursuant to any law, then the validity, legality and enforceability of the remaining provisions shall not in anyway be affected or impaired.

### 21. Amendments to Terms and Conditions

Affin Banking Group reserves the right to vary, amend or supplement any of the Terms and Conditions by way of notice in such manner as deemed suitable by Affin Banking Group with 21 days prior notice. Notwithstanding the same, the Customer should be able to view the revised Terms and Conditions upon access to A1addin app and use of the services thereafter shall constitute the Customer's acceptance to the variations, amendments or supplements

### 22. Notices

Notices shall be effective notwithstanding that the mail may be returned to Affin Banking Group for whatsoever reasons. All notices to Affin Banking Group shall only be effective upon Affin Banking Group's acknowledgement of actual receipt of the same. The Customer hereby consents to that all notices and other communications concerning A1addin app's services, or are required under the Terms and Conditions may be given by Affin Banking Group in any one of the following manners:

22.1 By ordinary post to the Customer's last known address in Affin Banking Group's records.

22.2 By electronic mail to the Customer's last known e-mail address in the Affin Banking Group's records and such notification shall be deemed received twenty-four (24) hours after sending.



- 22.3 By display in the Affin Banking Group's business premises and such notification shall be deemed effective upon such display.
- 22.4 By way of advertisement in one insertion in any national newspaper and such notification shall be deemed effective on the date of publication of the advertisement in any such newspaper.
- 22.5 By inserting a notice in the Affin Banking Group's Statement of Account to the Customer.
- 22.6 Broadcasting a message on this website.
- 22.7 By any other manner of notification at the Bank's discretion from time to time.
- 22.8 You agree to be responsible to promptly inform Affin Banking Group of any changes in your personal details, your telephone or facsimile numbers or your electronic mail, correspondence and/or residential address in writing. Howsoever such notification shall not bind Affin Banking Group unless Affin Banking Group has actually acknowledged receipt of the same.

All notices to Affin Banking Group relating to A1addin app and the Terms and Conditions shall be in writing, signed by the Customer and shall be sent to Affin Banking Group at the following address, delivered or transmitted or by such other way as Affin Banking Group may notify the Customer from time to time:

Affin Bank Berhad,  
Digital BankingI,  
16th Floor Menara Affin,  
80 Jalan Raja Chulan,  
50200 Kuala Lumpur.

### 23. Other General Terms and Conditions

- 23.1 You agree that Affin Banking Group's records of all information in respect of all transactions, instructions and communications made by you through A1addin app shall be binding and conclusive on you as long or to the extent of the law and shall be conclusive evidence of the transaction and your liability to Affin Banking Group.
- 23.2 You agree that Affin Banking Group reserves the right to impose or change any relevant cut-off time. Any instruction transmitted by you after the relevant cut-off time on any day will be posted in the books and records of Affin Banking Group on or for the next Business day following the date of the instruction.
- 23.3 You agree that Affin Banking Group has the right to require you to maintain a minimum balance at any one time in your account(s). Any failure to maintain such a balance may, at Affin Banking Group's discretion, result in a fee being imposed on the account and may further result in suspension or termination of your use of the A1addin app.
- 23.4 You shall not be entitled to use A1addin app, if there exist any restrictions whatsoever on you or in relation to your account(s) either imposed by Affin Banking Group or by any relevant authorities.

### 24. Law and Jurisdiction

The Terms and Conditions herein shall be governed by and construed in accordance with the laws of Malaysia and the parties hereby submit to the exclusive jurisdiction of the Courts of Malaysia notwithstanding that the A1addin app service on this website may be accessed in other jurisdictions and not restricted to Malaysia.

The Customer hereby agrees that the Customer shall be solely responsible for the compliance with all laws applicable to the Customer in the Customer's jurisdiction in respect of the use of the A1addin app

### 25. Fraud / Unauthorized Instructions / Security Breach

The Bank shall not be responsible for fraudulent or unauthorized instructions, or any loss (including consequential loss), damage or liability whatsoever suffered and/or incurred by the Customer in the event that:

- 25.1 The Customer has acted fraudulently or;
- 25.2 The Customer failed to proceed with the following obligations or all such information or personal data may require of the customer:
- i. to safeguard his/her personal banking information such as the ID, password and TAC by disclosing it verbally or in writing to a third party or
  - ii. to take preventive steps to update and protect his/her PCs and smart devices to ensure that they are fully protected from malware/virus or

- iii. to take responsible steps to ensure that the customer changes the passwords, check his/ her banking information and balances periodically and to keep his/ her banking information and security devices secure at all times or
- iv. to report a breach or a suspected compromise of security as soon as possible (within 24 hours) regardless of the customer's location after becoming aware of the breach or loss, either verbally or in writing to the Bank's customer support officers or any of the Bank's branch or
- v. to furnish the Bank with an official Malaysian police report as soon as possible after reporting the breach of security to the Bank; and/or
- vi. to provide the Bank with the following information, either verbally or in writing, with respect to the disputed transaction(s): Customer's name, the affected account, the date and amount of the disputed transaction and reason why the Customer believes that it is a disputed transaction....."

The Bank shall work with the relevant authorities and reserves the right to institute legal action against customers who delay, obstruct and/or withhold vital information from the Bank, publish false claims on traditional or social media and/ or lodge false police reports with respect to any transaction.