

TERMS & CONDITIONS

TRUE BANKING MEMBERSHIP PROGRAMME

1. DEFINITION

- 1.1 “Bank” means AmBank (M) Berhad (Company No. 8515-D) and/or AmBank Islamic Bank Berhad (Company No. 295576-U).
- 1.2 “AmBank Signature Priority Banking Member” means a customer of the Bank that has been accorded priority banking status under the terms and conditions of membership of AmBank Signature Priority Banking.
- 1.3 “TRUE Banking” or “TRUE Banking Membership Programme” means a membership programme offered to the Customers who fulfill the Eligibility Criteria under Clause 3.1 hereof, whereby the programme comprises of products, services, privileges, preferential loan or banking account interest rates or preferential fees or charges or waivers thereof, offered by the Bank or which may be offered by the Bank from time to time to the Customers under TRUE Banking.
- 1.4 “TRUE Banking Terms and Conditions” means the terms and conditions set out below.
- 1.5 “Customer” means an eligible person who has been accepted by the Bank as a TRUE Banking Customer.
- 1.6 “Eligibility Requirements” means the requirements for TRUE Banking membership as defined in Clause 3.1 hereof or any other requirements or conditions as may be imposed by the Bank from time to time at its sole and absolute discretion.
- 1.7 “Payroll Account” means a savings or current account, or savings account-i or current account-i, maintained for the purposes of salary crediting by Customers who are employees of companies under any payroll crediting, cash management or other banking solutions offered by the Bank for the purposes of payment of the companies’ staff salaries.
- 1.8 “TRUE Banking Helpline” means the Bank’s helpline bearing the phone number **+603-21788999** (or such other phone number that the Bank may assign by notification to the Customer) for the purpose of communication between the Customer and the Bank in relation to the services provided by the Bank herein.

2. TRUE BANKING MEMBERSHIP

- 2.1 TRUE Banking membership is offered by way of invitation by the Bank, based on the qualifying criteria set out hereunder Clause 3.1 or any other eligibility criteria that may be determined and imposed at the discretion of the Bank.
- 2.2 In addition to the Eligibility Requirements under Clause 3.1 hereof, the Customer must fulfill the following:

- 2.2.1 The Customer is not an AmBank Signature Priority Banking Member;
 - 2.2.2 The Customer has not defaulted in any loans or facilities granted by the Bank or any other financial institutions; and
 - 2.2.3 The Customer has not breached any other conditions that the Bank may impose at its absolute discretion from time to time or at any time.
- 2.3 Notwithstanding Clause 2.2 and Clause 3.1 herein, the Bank reserves the right to review the Eligibility Requirements from time to time and the acceptance and continuance as a Customer will be entirely at the discretion of the Bank.

3. ELIGIBILITY REQUIREMENTS

- 3.1 Unless decided otherwise by the Bank, the Customer shall fulfil the following requirements:
- 3.1.1 Maintain a **minimum total investment** and/or **deposit of RM50,000.00 at all times** or such other amount as the Bank may determine from time to time in any investment account and/or deposit account with the Bank. Where the investment and/or deposit is made under the Customer's joint account, the Customer must be the primary account holder; or
 - 3.1.2 Maintain a **Payroll Account** with the Bank whereby a **minimum of RM10,000.00** in aggregate is deposited **per month** into the Payroll Account for salary crediting purposes.

4. TERMINATION OF TRUE BANKING

- 4.1 Failure to maintain the Eligibility Requirements throughout the TRUE Banking membership may lead to termination, restriction or suspension of usage of the TRUE Banking by the Customer at the Bank's sole discretion upon twenty-one (21) days' notice given to the Customer.
- 4.2 Termination of usage and/or enjoyment of TRUE Banking granted to the Customer may also be brought about by the following:
- 4.2.1 When the Customer commits a default in any loans or facilities granted to him by the Bank or any other financial institutions;
 - 4.2.2 Upon death or insanity of the Customer or if the Customer commits an act of bankruptcy; or
 - 4.2.3 If there is any change in law or regulation which makes it impossible or unlawful for the Bank to continue to make available TRUE Banking.
- 4.3 The Customer may also terminate his TRUE Banking membership by giving one (1) month written notice to the Bank.

- 4.4** Notwithstanding the above or any other terms and conditions herein, the Bank reserves the right to suspend or terminate the Customer's TRUE Banking membership upon giving a minimum of twenty-one (21) days' notice to the Customer. Upon the suspension or termination of TRUE Banking, the Customer shall cease to enjoy all benefits accorded under TRUE Banking.
- 4.5** The Bank shall not, under any circumstances, be held liable for any damages or loss suffered or incurred by the Customer or any third party, in respect of:
- 4.5.1** any privileges and/or services provided and/or statements, representations, communications made in relation to or arising under TRUE Banking; and/or
- 4.5.2** arising from the Bank's action in terminating, amending, modifying, revising, restricting and/or suspending TRUE Banking.

5. TRUE BANKING MEMBERSHIP PROGRAMME

- 5.1** The Bank may from time to time offer features, benefits, privileges or rewards under the TRUE Banking Membership Programme to the Customer. The Bank shall be at liberty to set or impose any terms and conditions in relation to TRUE Banking. The full list of the features, benefits, privileges and rewards can be viewed at the Bank's website at www.ambankgroup.com.my. All such features, benefits, privileges and rewards may be revised from time to time at the Bank's sole discretion.
- 5.2** The Bank reserves the right upon giving twenty one (21) days' notice to the Customer to terminate, amend, modify, revise, restrict or suspend all or any of the TRUE Banking features, benefits, privileges or rewards made available or to be made available to the Customer without incurring any liability to the Customer.
- 5.3** The Bank reserves the right, upon giving twenty one (21) days' notice, to set further terms and conditions for compliance by the Customer before the Customer is permitted to enjoy the relevant TRUE Banking benefits designated by the Bank from time to time.
- 5.4** The Customer is bound by the respective banking product, services, investments, privileges and programmes' prevailing terms and conditions in addition to the terms and conditions herein.

6. IMPORTANT NOTICES

- 6.1** The Bank reserves the right, upon giving twenty-one (21) days notice, to add, delete or amend any of the TRUE Banking Terms and Conditions herein at any time. Any variations, additions, deletions or amendments ("the Amendment") to the provisions herein shall be binding on the Customer and the Bank is deemed to have sufficiently notified the Customer of the Amendment:
- 6.1.1** by displaying a notice at any of the Bank's premises and website regarding the Amendment where detailed provisions regarding the Amendment may be

provided in the notice itself or may be provided to the Customer upon request;
or

6.1.2 by a notice being sent by the Bank to the Customer's last known address; or

6.1.3 by advertising in any newspaper of the Bank's choice; or

6.1.4 by electronic mail or by any other means of notification which the Bank may select and the Amendment shall be deemed binding on the Customer as from the date of notification of the Amendment or from such other date as may be specified by the Bank in the notification.

6.2 The Customer acknowledges that TRUE Banking is personal and non-transferable.

6.3 All statements of account, notices or any other communication sent by post to the Customer at the Customer's last known address stated in the Bank's records, or any other of the Customer's address that the Bank may decide at its absolute discretion, shall be deemed to have been duly received by the Customer within seven (7) days of posting.

6.4 The Customer shall promptly notify the Bank in writing, within fourteen (14) days from the date the Customer receives or is deemed to have received the statements of account from the Bank, of any omission, incorrect entries, debits wrongly made, error, discrepancy or inaccuracy of any kind whatsoever in the statements of account failing which, the Customer shall be deemed to have accepted the entries contained therein made up to date of the last entry in the statements of account as correct, final, conclusive, and the same shall be binding on the Customer and the Customer shall be precluded from making any claims against the Bank by alleging that the statements of account issued by the Bank contains any omission, incorrect entries, debits wrongly made, error, discrepancy or inaccurate entry.

6.5 Time shall be of the essence herein but the Bank's failure in exercising or delay in exercising or enforcing its rights, powers, privileges or remedies against the Customer shall not operate as a waiver thereof nor shall any partial exercise of any rights, powers, privileges or remedies prejudice or affect the Bank's rights to subsequently act strictly in accordance therewith.

6.6 The illegality, invalidity or unenforceability of any of the TRUE Banking Terms and Conditions shall not affect the legality, validity or enforceability of any other TRUE Banking Terms and Conditions herein.

6.7 The TRUE Banking Terms and Conditions herein shall be subject to, governed by and construed in accordance with the laws of Malaysia and the rules, regulations and guidelines of the relevant regulatory bodies &/or authorities in force from time to time. The Customer submits to the exclusive jurisdiction of the Courts of Malaysia.

6.8 Notwithstanding anything herein, the Bank's rights and entitlement under this TRUE Banking Terms and Conditions shall continue to remain in force and effect and shall survive any termination or suspension of TRUE Banking membership by the Bank.

- 6.9** The TRUE Banking Terms and Conditions herein shall continue to be valid and binding notwithstanding any transfer or assignment of business, operations, assets or liabilities of the Bank or any change in the Bank or any company by which the business of the Bank may for the time being is carried on and/or the death of the Customer.
- 6.10** The TRUE Banking Terms and Conditions herein stated shall be in addition to, and not in derogation of, any specific arrangement with regards to the use of TRUE Banking now or hereafter subsisting between the Bank and the Customer, or any terms and conditions as may be specified in any letter given by the Bank to the Customer from time to time.
- 6.11** These TRUE Banking Terms and Conditions shall be binding upon the heirs, personal representatives and successors-in-title of the Bank and the Customer respectively, and the rights and obligations of the Customer herein cannot be assigned for any reasons whatsoever.
- 6.12** All previous terms and conditions, rules and regulations, agreements or arrangements, if any, made between the Bank and the Customer, either in writing or verbal, in respect of the TRUE Banking are hereby cancelled or superseded by these TRUE Banking Terms and Conditions.
- 6.13** These TRUE Banking Terms and Conditions are in addition and subject to the agreement and/or rules and regulations governing the operation, services, benefits and privileges in relation to and/or arising under the account(s) of the Customer maintained with the Bank.

7. PRIVACY CLAUSE

- 7.1** The Customer hereby confirms that the Customer has read, understood and agreed to be bound by the **AmBank Group Privacy Notice** which is available at www.ambankgroup.com and the clauses herein, as may relate to the processing of the Customer's personal information. For the avoidance of doubt, the Customer agrees that the said Privacy Notice shall be deemed to be incorporated by reference into these TRUE Banking Terms and Conditions.
- 7.2** In the event the Customer provides personal and financial information relating to third parties, including information relating to the Customer's next-of-kin and dependents, for the purpose of opening or operating the Customer's account(s)/facility(ies) with the Bank or otherwise subscribing to the Bank's products and services, the Customer:
- 7.2.1** confirms that the Customer has obtained their consent or are otherwise entitled to provide this information to the Bank and for the Bank to use it in accordance with these TRUE Banking Terms and Conditions;
- 7.2.2** agrees to ensure that the personal and financial information of the said third parties is accurate;
- 7.2.3** agrees to update the Bank in writing in the event of any material change to the said personal and financial information; and

- 7.2.4** agrees to the Bank's right to terminate these TRUE Banking Terms and Conditions and/or TRUE Banking should such consent be withdrawn by any of the said third parties.
- 7.3** The Bank may use any credit reporting/reference agency for the purpose of, including but not limited to:
- 7.3.1** check details on applications for credit and/or credit-related or other facilities; manage credit and/or credit-related accounts or facilities, including conducting review of the Customer's portfolio(s); and/or recover debts. The Customer will be linked by credit reporting/reference agencies to any other names the Customer uses or have used and any joint and several applicants. The Bank may also share information about the Customer and how the Customer manages the Customer's account(s)/facility(ies) with the relevant credit reporting/reference agencies.
- 7.4** Even after the Customer has provided the Bank with such information, the Customer will have the option to withdraw the consent given earlier. In such instances, the Bank will have the right to not provide or discontinue the provision of any product, service, account(s) and/or facility(ies) that is/are linked with such information.
- 7.5** For the purposes of this Clause 7, the AmBank consists of AmBank (M) Berhad and all its related companies as defined in Section 7 of the Companies Act 2016 and jointly controlled companies that provide financial and other regulated services, excluding companies, branches, offices and other forms of presence operating outside Malaysia, and the use of the words "the Bank" and "the Bank's" are to be read as references to the AmBank Group.
- 7.6** This Clause 7 shall be without prejudice to any other clause in these TRUE Banking Terms and Conditions which provides for the disclosure of information.

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