



ALLIANCE BANK

# **Alliance Xchange Account Terms and Conditions**

## **1. General**

- 1.1 The Customer agree that in addition and without prejudice to any of the Terms and Conditions herein, where applicable, the Terms and Conditions herein shall be governed by and be subjected to any rules, regulations and guidelines issued from time to time by Bank Negara Malaysia, the Association of Banks in Malaysia and any other relevant regulatory bodies. Alliance Xchange Account is an online foreign currency current account and foreign currency fixed deposits and is an Investment Foreign Currency Account (FCA) for individual only.
- 1.2 This Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and subject to the exclusive jurisdiction of the Malaysian courts.

## **2. Opening of Account**

- 2.1 Alliance XChange Account and Alliance XChange Fixed Deposit ("Accounts") are available for individuals ONLY (excluding sole-proprietors and general partnerships). Individuals who have attained the age of eighteen (18) years and legally competent are eligible to open an account in their personal name.
- 2.2 The Accounts can ONLY be open via **allianceonline** by a customer who already have an existing active Malaysian Ringgit Current Account/Saving(s) Account (MYR CASA) with ABMB, which shall be used to facilitate the debit/ credit of foreign currency transactions and other fees and charges.
- 2.3 The Accounts are conventional accounts and customers can only convert funds from conventional MYR CASA to Alliance XChange and vice versa.
- 2.4 Customers are advised to keep all proper documentation/information pertaining to the activities of the Accounts (including purpose of account opening. For example: Letter of employment, overseas university acceptance letter) and shall furnish ABMB, as and when required for the purpose of regulatory reporting obligations or for reasons which ABMB deems reasonable or necessary.

## **3. Mode of Operation**

- 3.1 No cheque book will be issued for the Accounts.
- 3.2 There shall be no currency notes and coins transacted or dealt with in respect to the Accounts.
- 3.3 The Accounts uses special foreign exchange rates referred to as e-Rates published on **allianceonline**. The e-Rates may or may not differ from the rates that are available at ABMB branches. e-Rates displayed are indicative for the day and subject to change without prior notice.
- 3.4 ABMB is entitled to add, change, suspend, vary and/or withdraw any of the currencies/e-Rates published from time to time with notice and customer hereby agrees that such addition, change, suspension and/or withdrawal shall not entitle customer or any other third party to any claim or compensation against ABMB for any direct or indirect losses or damages suffered by customer or any other third party arising therefrom.
- 3.5 The Accounts transactions can only be performed during Kuala Lumpur business days from Monday to Friday between 9.30am to 4.30pm. However, pre-set standing instructions and Fixed Deposit upliftments can be transacted on non-business days.
- 3.6 The customer acknowledges that operations of the Accounts are subject to prevailing Financial Services Act 2013 and any other applicable laws, guidelines or policies then in force.

#### **4. For Alliance XChange Account**

4.1 ONLY nine (9) types of currencies are available:

- a) Australian Dollar (AUD)
- b) Canadian Dollar (CAD)
- c) EURO (EUR)
- d) Sterling Pound (GBP)
- e) Hong Kong Dollar (HKD)
- f) Japanese Yen (JPY)
- g) New Zealand Dollar (NZD)
- h) Singapore Dollar (SGD)
- i) US Dollar (USD)

4.2 A customer may open up to five (5) Alliance XChange Accounts of the same currency type.

#### **5. For Alliance XChange Fixed Deposit**

5.1 ONLY seven (7) types of currencies are available: AUD, CAD, EUR, GBP, NZD, SGD and USD.

5.2 A customer may not open more than one (1) Alliance XChange Fixed Deposit of the same currency type. Nevertheless, a customer may make as many fixed deposit placements as he/she wishes.

#### **6. Deposits and Withdrawals (Applicable for Alliance XChange Account only)**

6.1 Deposits into Alliance XChange Account will be for a term and rate as agreed with ABMB including but not limited to the following:-

- a) Minimum initial deposit – 500 in foreign currency denominations, for example USD500, except for JPY which is at JPY20,000.
- b) Minimum balance to maintain in account – 30 in foreign currency denominations, for example USD30, except for JPY which is at JPY3,000.
- c) Minimum deposit amount – MYR100 equivalent per transaction, from conversion of MYR to Foreign Currency (after account opening).

6.2 A resident individual is permitted to make a transfer in foreign currency to another resident individual, for any purpose to or from an immediate family member ONLY. Immediate family members refer to spouse, parents, children and siblings ONLY.

6.3 Third party transfer between resident and non-resident is permitted. The customer is to ensure that all payments, transfers from or to other foreign currency account within ABMB or other Banks are in compliance with Financial Services Act 2013 and any other applicable laws, guidelines or policies then in force.

6.4 The customer is permitted to make a third party transfer of up to RM10,000 per day. For any transaction above the daily transfer limit, the customer is advised to proceed to the branch to complete the transaction.

6.5 The Account is an e-Banking product; deposits and withdrawals shall be transacted via **allianceonline**.

6.6 Notwithstanding to the above, over-the-counter (“OTC”) option is available and the usual OTC fees would apply. In addition, the customer would not be able to enjoy the special e-Rates if the customer chooses to transact OTC.

#### **7. Placements and Upliftments (Applicable for Alliance XChange Fixed Deposits Only)**

- 7.1 Placements into Alliance XChange Fixed Deposits will be for a term and rate as agreed with ABMB including but not limited to minimum placement amount of 2,500 in foreign currency denominations.
- 7.2 The tenures available for Alliance XChange Fixed Deposits are 1 month, 3 months, 6 months, 9 months and 12 months.
- 7.3 Partial withdrawal is not allowed.
- 7.4 Pre-mature upliftment is allowed. However, interest payable, if any, will be subjected to the bank's policy.
- 7.5 The account is an e-Banking product; placements and upliftments shall be transacted via **allianceonline** only.
- 7.6 No physical certificate will be issued. Nevertheless, all detailed transactions can be viewed on **allianceonline**.
- 8. Standing Instructions**
  - 8.1 Customer can issue an online standing instruction to transfer funds from own MYR CASA into own Alliance XChange Account via **allianceonline**.
  - 8.2 Customer can also issue standing instructions to transfer funds from Alliance XChange Account to a third party Alliance XChange Account.
  - 8.3 The customer acknowledges that the foreign currency deposit will receive value only on the day of transaction and not upon issuance of a standing instruction.
- 9. Banking Charges**
  - 9.1 Zero fees do not apply for Foreign Telegraphic Transfers (FTT). All existing fees and cable charges related to telegraphic transfer are still applicable.
  - 9.2 The customer shall ensure reasonable transactional activities in their account. ABMB reserves the right to charge USD5 or its equivalent semi-annually for non-usage accounts that fulfill BOTH criteria below:
    - a) Zero activity in the Alliance XChange Account for the past six (6) months and;
    - b) Account balance below RM 3,000 equivalents.
  - 9.3 The customer agrees that ABMB shall be entitled to charge for any of its services provided to the customer at the rates as notified by ABMB to the customer from time to time.
- 10. Statement of Account**
  - 10.1 A statement of account setting out all the transactions on the account can be viewed via **allianceonline** or such other mode as may be determined by ABMB from time to time and it is here agreed that all such statements shall be deemed to have been received by the account holder upon it being made available via **allianceonline**. Statements are available for the latest twelve (12) months statement cycle only.
  - 10.2 The customer agrees to examine and notify ABMB in writing of any errors or discrepancies in the statement. The customer further agrees that if the Customer fails to advise ABMB in writing of the non-receipt of the statement or to notify ABMB of any errors or discrepancies in the statement within fourteen (14) days from the date of the statement, ABMB's accounts or records shall be conclusive evidence of the transaction entries and balances in such accounts and the customer shall be deemed conclusively to have accepted all matters contained in the statement as true and accurate in all respects. Any amendment thereafter of the statement shall be according to its policies of ABMB.

**11. Limitation of Liability**

- 11.1 ABMB shall not be responsible and shall fully indemnify ABMB against all losses, costs and expenses which may be incurred by the customer or by ABMB in connection with any or all of the accounts or ABMB's execution of any instructions (notwithstanding such instructions may be fraudulent or unauthorised) or if any of the customer's accounts or any part thereof is reduced or frozen by any government or an official authority.
- 11.2 The customer further agrees that when ABMB incurs liability for or at the customer's request or on behalf of the customer, any funds or securities or other valuables deposited with ABMB (whether deposited by way of security, safe custody or for any other specific purpose) belonging to the customer and in the hands of ABMB shall automatically become security to ABMB and ABMB shall have the right to retain such funds or securities or other valuables or any part thereof or to refuse and reject the customer's request or written order to withdraw any money from the account until the liability is settled.
- 11.3 The customer agrees that ABMB shall not be responsible for or liable to the customer either for any devaluation in the currency of the deposit due to taxes, imposts or depreciation or for the unavailability of any currency due to restriction or convertibility, requisitions, involuntary transfer, exercise of military or usurped powers or any other causes which are beyond ABMB's control.
- 11.4 The customer accepts the risk of foreign acts of state in respect of the unavailability of the repayment of the deposit if such repayment is rendered illegal or deferred by any act or order of the Government of the currency involved or of the country where such deposit is alternatively placed and ABMB shall incur no liability by reason of any change in the applicable law, governmental regulation or order, of the country of currency or in the country where the deposit is placed.

**12. Closure of Account**

- 12.1 ABMB reserves the right to close the customer's account by serving notice by ordinary mail addressed to the customer's last known address as registered with ABMB or in such form and manner as determined by ABMB and shall not be bound to disclose any reason thereof.

**13. Change of Address, Signature or Particulars**

- 13.1 Any change of address or signature(s) or other particulars that are recorded with ABMB shall be notified to ABMB in writing promptly. All communications by ABMB including the service of any legal documents sent by post or left at the customer's last known address registered with ABMB shall be deemed to have been made as stipulated on the notice and/or date of posting to and received by the customer.

**14. Unclaimed Monies Act 1965**

- 14.1 You are advised to keep your account active as it is provided under the Unclaimed Moneys Act 1965 that any credit balances in an account which has not been operated for a period of seven (7) years must be gazetted as "Unclaimed Monies", and twelve (12) months thereafter will be remitted to the Consolidated Trust Account maintained by the Government.

**15. Right to set-off**

- 15.1 ABMB, in addition to any general lien or other similar right to which it is entitled by law, may at any time, with notice given to the customer, combine or consolidate any or all of the customer's accounts with ABMB of any description whether in Ringgit Malaysia or in any other currency or set-off or transfer any sum standing to the credit of such accounts towards satisfaction of any sums due to ABMB by the customer. The customer hereby authorises ABMB to effect any such combination,

consolidation, set-off or transfer with the necessary conversions at ABMB's prevailing exchange rates which shall be determined at the Bank's discretion.

## **16. Disclosure of Information**

16.1 You consent to and authorise the Bank and its officers and employees to disclose and furnish all information concerning your particulars and affairs (financial or otherwise), account details, relationship with the Bank, the terms of agreement and any other matters relating to you or its business and operations to the following classes of persons in such manner and to such extent as the Bank at its may consider necessary:

- a) The Bank's related companies by virtue of Section 7 of the Companies Act 2016 or any associated company of the Bank (the Bank together with the aforesaid related/associated companies are collectively referred as "Alliance Bank Group") and their assignees and successors-in-title. For avoidance of doubt, disclosure to the Alliance Bank Group shall be for facilitating the operations, businesses, cross-selling and other purposes of the Bank and/or the Alliance Bank Group provided always that disclosure for cross-selling purposes shall not be effected if such disclosure is objected by you upon written notification to the Bank;
- b) Any person for or in connection with any legal action or proceeding taken to recover monies due and payable by you to the Bank;
- c) Regulatory bodies, government agencies, tax authorities, the police, law enforcement bodies and courts, both within and outside Malaysia including pursuant to the Foreign Account Tax Compliance Act of the United States and Common Reporting Standards;
- d) Cagamas Berhad, Credit Guarantee Corporation (Malaysia) Berhad (if applicable) and any other relevant authority as may be authorised by law to obtain such information, or such authorities/agencies established by Bank Negara Malaysia, or any agency established by the Association of Banks in Malaysia /Association of Islamic Banks in Malaysia;
- e) Central Credit Reference Information System, credit bureaus, credit reporting agencies and corporations set up for the purposes of collecting and providing credit information authorised or licensed under Credit Reporting Agency Act;
- f) The Bank's accountants, auditors, lawyers, advisors, consultants and/or other authorised agents as may be required for the proper performance of their functions, duties and obligations to the Bank and the Alliance Bank Group;
- g) The Bank's service providers, nominees, agents, contractors or third party service providers engaged by the Bank and its related or associated companies to carry out the Bank's functions and activities;
- h) An external party as may be required for any corporate exercises/due diligence activities undertaken by the Bank and/or the Alliance Bank Group;
- i) Any party which in the future may express intention to acquire an interest/shareholding in the Bank/pursuant to any proposed arrangement, composition, merger, acquisition/restructuring between the Bank and such parties; and
- j) Any other persons or entities with your prior consent. You hereby consent to such disclosure and confirm that the Bank, Alliance Bank Group, its officers and employees shall not be liable for furnishing such information or for the consequences of any reliance which may be placed on the information so furnished in accordance with the terms contained herein.

## **17. Anti-Bribery and Corruption**

17.1 The Bank has instituted and maintains policies and procedures designed to prevent bribery and corruption by the Bank and its directors, officers, or employees; and to the best of the Bank's knowledge, neither the Bank nor any director, officer, or employee of the Bank has engaged in any activity or conduct which would violate any anti-bribery or anti-corruption law or regulation applicable to the Bank. The Bank has not, and covenants that it will not, in connection with the conduct of its business

activities, promise, authorize, ratify or offer to make, or take any act in furtherance of any payment, contribution, gift, reimbursement or other transfer of anything of value, or any solicitation, directly or indirectly to any individual.

- 17.2 By virtue of applying for this product, Customer hereby acknowledges that it has been made aware of the Bank's anti-bribery and corruption summary of the policy available at <https://www.alliancebank.com.my/Anti-Bribery-and-Corruption-Summary-of-Policy.aspx> and further covenants/undertakes that it shall not indulge in such corrupt practices in whatsoever manner whether directly or indirectly with any directors, officers or employees of the Bank.

**18. Perbadanan Insuran Deposit Malaysia (PIDM)**

- 18.1 All Conventional deposits are protected by PIDM up to RM250,000 for each depositor.
- 18.2 Joint account held with different joint owners shall enjoy separate protection limit. However, if depositor has several joint accounts with the same joint owners, these deposits shall be aggregated and insured up to RM250,000.

**19. Change of Terms and Conditions**

- 19.1 The Bank may reserves the right to add, vary and modify and/or amend any of these Terms and Conditions from time to time and such additions, variations and modifications shall be posted with prior notice in the Bank's premises and/or advertised in the press and the website.
- 19.2 The continued operation or non-closure of the account or use of the services by the depositor/account holder(s) after the effective date of such change of the Terms and Conditions contained herein shall constitute acceptance of such changes by the depositor/account holder(s).

**20. Suspension/Freeze of Account**

- 20.1 The Bank is entitled at any time to suspend and/or freeze the operations of and/or terminate one or more of your accounts, facilities, and/or services maintained with and/or applied for from the Bank according to its policies.

**21. Foreign Account Tax Compliance Act (FATCA)**

- 21.1 The requirements under Foreign Account Tax Compliance Act (FATCA) forms part of the Terms and Conditions governing your relationship with the Bank and shall be binding on you to the fullest extent.

**Definitions**

The term U.S. person or United States person means a person described in section 7701(a)(30) of the Internal Revenue Code:

- a) a citizen or resident of the United States,
- b) a United States partnership,
- c) a United States corporation,
- d) any estate (other than an estate the income of which, from sources without the United States which is not effectively connected with the conduct of a trade or business within the United States, is not includible in gross income under the Internal Revenue Code), and
- e) Any trust if
  - i) A court within the United States is able to exercise primary supervision over the administration of the trust.
  - ii) One or more United States persons have the authority to control all substantial decisions of the trust

**22. Common Reporting Standard (CRS)**

- 22.1 The requirements under Common Reporting Standard (CRS) forms part of the Terms and Conditions governing your relationship with the Bank and shall be binding on you to the fullest extent.

### Definitions

Definition below was extracted from Section 7 of Income Tax Act 1967.

An individual is in Malaysia in that basis year for a period or periods amounting in all to one hundred and eighty-two (182) days or more.

- a) An individual is in Malaysia in that basis year for a period of less than one hundred and eighty-two (182) days and that period is linked by or to another period of one basis year for the year of assessment immediately preceding that particular year of assessment or in that basis year for the year of assessment following that particular year of assessment:

Provided that any temporary absence from Malaysia:-

- i) Connected with his service in Malaysia and owing to service matters or attending conference or seminars or study abroad.
  - ii) Owing to ill-health involving himself or a member of his immediate family; and
  - iii) In respect of social visits not exceeding fourteen (14) days in the aggregate. Shall be taken to form part of such period of that period, as the cases may be, if an individual is in Malaysia immediately prior to and after that temporary absence.
- b) An individual is in Malaysia in that basis year for a period or periods amounting in all to ninety (90) days or more, having been with respect to each of any three of the basis years for the four (4) years of assessment immediately preceding that particular year of assessment either:
    - i) Resident in Malaysia within the meaning of this Act for the basis year in question; or
    - ii) In Malaysia for the period or periods amounting to ninety days or more in the basis year in question

An individual is resident Malaysia within the meaning of this Act for the basis year for the year of assessment following that particular year of assessment, having been so resident for each of the basis year for the three years of assessment immediately preceding that particular year of assessment.

## **23. Foreign Exchange Notices**

23.1 Resident is defining as follows:

- a. a citizen of Malaysia, **excluding** a citizen who has obtained permanent resident status in a country or a territory outside Malaysia and is residing outside Malaysia;
- b. a non-citizen of Malaysia who has obtained permanent resident status in Malaysia and is ordinarily residing in Malaysia;

23.2 The following are considered as non-resident

- a. any person other than a resident;
- b. a Malaysian citizen who has obtained permanent resident status of a country or territory outside Malaysia and is residing outside Malaysia.
- c. A non-citizen of Malaysia with exception to 17.1 (b)

23.3 A resident is not permitted to make/receive payment to/from a resident in Foreign Currency subject to

- a) Notice 3, and Notice 4 of Foreign Exchange Notices
- b) approval from Bank Negara Malaysia (BNM) has been obtained

23.4 The following are the definition of Borrowing

- a) any utilised or unutilised credit facility or financing facility;
- b) any utilised or unutilised trade financing facility, including but not limited to, trade guarantee or guarantee for payment of goods;
- c) redeemable preference share or Islamic redeemable preference share; or
- d) Corporate Bond or Sukuk.

23.5 Notwithstanding the above, the following are **excluded** from the definition of Borrowing—

- a) a trade credit term extended by a supplier for any goods or services;



- b) a credit limit that a LOB apportions for its client to undertake a Forward Basis transaction, **excluding** a transaction that involves—
    - i) exchanging or swapping of Ringgit or Foreign Currency debt for another Foreign Currency debt; or
    - ii) exchanging of Foreign Currency debt for a Ringgit debt;
  - c) a Financial Guarantee or Non-Financial Guarantee;
  - d) an operational leasing facility;
  - e) a factoring facility without recourse;
  - f) a credit card or charge card facility obtained by an Individual from a Resident and used for payment for retail goods or services only; or
  - g) a credit facility or financing facility obtained by a Resident Individual from a Resident to purchase one (1) residential property and one (1) vehicle.
- 23.6 Domestic Borrowing shall be defined as
  - a) any Borrowing in Ringgit obtained by a Resident from another Resident; or
  - b) any obligation considered or deemed as Domestic Ringgit Borrowing under any of the FE Notices.
- 23.7 The Bank has the right to decline or further request for information or supporting documents
  - a) to verify the needs to open the Foreign Currency Account.
  - b) before affecting any transaction incoming or outgoing from/into Foreign Currency Account.
- 23.8 The Bank has the right to decline or further request for information or supporting documents to validate the investment in foreign currency limit by Domestic Borrowing customer
- 23.9 Customer may further refer to <https://www.bnm.gov.my/fep> for any further details.
- 24. Disputes**
- 24.1 If there are any service related queries or complaints, the Customer may write to [info@alliancefg.com](mailto:info@alliancefg.com).
- 24.2 If the customer's query or complaint is not satisfactorily solved by the Bank, the Customer shall write to Ombudsman for Financial Services (OFS) – [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my).
- 25. Fees and Charges**
- 25.1 For more information on Fees and charges, please refer to <https://www.alliancebank.com.my/general/fees-and-charges.aspx>
- 26. How to contact us**
- 26.1 For further assistance, please call our Customer Service Centre at 03-5516 9988 or visit any Alliance Bank branch.