



ALLIANCE BANK

## **CashFirst Personal Loan Terms & Conditions**

### **Alliance CashFirst Personal Loan (“Facility”)**

Customer (as particularised in Part B of the Alliance CashFirst Personal Loan Application Form) applies for the Facility on, and agrees to be bound by the Terms and Conditions (“Terms”) and any variation thereof or addition thereto as Alliance Bank Malaysia Berhad (“Bank”) may prescribe from time to time:

1. Customer warrants to the Bank that he (reference to the masculine gender in these Terms includes all genders) is not an undischarged bankrupt, nor are there any bankruptcy proceedings, legal suits or other Terms, and acknowledges reliance of the Bank on this warranty regardless of any checks the Bank may itself conduct in processing the application.
2. Payment of the Facility shall be made by the Customer by the number and in amount of monthly instalments as stated in the “Notice of Disbursement” (which is defined as a notice to Customer on the disbursement details), the first of such instalments will be debited to the Customer’s account, one (1) month after the date of disbursement of the Facility or on such other date as shall be fixed from time to time by the Bank and subsequent instalments on or before the instalment date of each month. The Notice of Disbursement is to be read together with and shall be part of, the Alliance CashFirst Personal Loan Application Form. The former shall prevail in the event of inconsistency. Interest Rate on the Facility shall be calculated on a flat rate basis based on a method used by the Bank to calculate interest charged on a Personal Loan (“Rule 78”), as stated in the Alliance CashFirst Application Form and Product Disclosure Sheet.
3. In the event that the account number provided in the Application Form is for a joint account and/or is inaccurate, Customer shall continue to be solely liable to pay the Facility’s monthly instalments and any unpaid payments due together with any profit accrued, any other compensation changes and other fees and charges imposed by the Bank as stipulated in the Terms, irrespective of whether or not the Facility was withdrawn and/or utilised by the joint account holder. The Bank is not liable if the Facility is deposited into and/or paid to a wrong account due and/or as a result of any negligence, omission, fraud, inaccurate and/or incorrect information and/or misrepresentation provided in the Application Form.
4. If Customer fails to pay an instalment when due, the Customer shall pay a penalty of one per centum per annum (1% p.a.) on the instalment due accruing from the due date up to the date of settlement or such other rate as shall be stipulated by Bank Negara Malaysia (“BNM”) from time to time. In the event of non-payment (whether principal and/or management fee) upon expiry of the tenure or termination of the Facility by the Bank, the Bank reserves the right to impose the current prevailing rate as stipulated by BNM from time to time on the amount(s) overdue, accruing from the due date up to the date of full settlement. Despite the above, the amount of penalty shall not be compounded.
5. The Bank reserves the right to vary the interest rate quoted and/or prescribed by the Bank in respect of the Facility (“the Prescribed Rate”), monthly instalment amount(s) and/or tenure of repayment at any time and from time to time at its discretion if the Customer’s account is two (2) months or sixty (60) days overdue whichever is earlier by providing the Customer twenty one (21) days’ notice. The Bank’s right to change the Prescribed Interest Rate, monthly instalment amount(s) and/or tenure of repayment does not affect the Bank’s right to terminate the Facility at any time in the event of default.
6. The Bank reserves the right to vary these Terms, fees and charges applicable to the Facility by providing twenty one (21) calendar days’ notice.
7. The Bank may at its discretion reduce the Facility amount without assigning any reason thereof and, the Facility amount, so reduced, as the case may be, shall be regarded as final and shall be credited into the Customer’s indicated account. Any difference between the Facility amount, interest rate or tenure applied for and the Facility amount, interest rate or tenure, finally approved, shall not affect the essence and the validity of

these Terms, and the Customer is considered to have agreed to obtain the loan for the Facility amount as approved by the Bank.

8. In the event of partial pre-payment, the amount of monthly Instalment payable will not be adjusted. Any amount pre-paid will be automatically credited into the Customer's Personal Loan account as advance payment for the following month's monthly Instalment. If the advance payment is insufficient to cover monthly instalment amount, the Customer is liable to pay the shortfall of the remaining outstanding balance.
9. The Bank has the right to set-off any credit balance in the Customer's accounts against any outstanding balance in the loan accounts and the Customer will be informed at least seven (7) calendar days in advance. The Bank may also concurrently earmark the available funds in the Customer's accounts against the outstanding balance in the loan accounts upon the issuance of the notice to the Customer.
10. The Bank may review the Facility at any time or from time to time at its discretion, whether or not an event of default has occurred, and shall be entitled to vary any terms and/or impose any conditions as the Bank considers necessary. The Bank shall be entitled to vary the Prescribed Interest Rate, tenure or monthly instalment at any time at the Bank's discretion and in such manner the Bank deems fit by giving twenty one (21) days' notice. The variation shall take effect from the date specified in the Bank's notice and the decision of the Bank as to the variation in the above said the rates and the date from which such variation shall take effect shall be final and conclusive. Despite anything stated in these Terms, the Facility (and all interest, fees, charges, costs and expenses) is repayable upon demand by the Bank.
11. The Facility is subject to not having occurred any of the following events of default, and the full Facility or the unpaid balance thereof, as well as any other sums due herein, shall become payable on demand if Customer:
  - a) defaults in the payment of any monies payable hereunder or any one or more of the instalments or any part thereof, or in the opinion of Bank the Customer's account has been unsatisfactorily conducted; or
  - b) fails to observe or perform any of the agreements, covenants, stipulation, terms and conditions to be observed or performed on his part; or
  - c) dies or becomes of unsound mind; or
  - d) is unable to pay his debts or suspends payment thereof or enters into any arrangement or composition with his credits or commits an act of bankruptcy; or
  - e) has other indebtedness arising to the Bank or any third party that becomes capable according to its terms of being declared due prematurely by reason of his default or otherwise, or the security for such indebtedness becomes enforceable, including due to his failure to pay within the required period any such debts incurred; or
  - f) as a distress or execution level or enforced upon any of his properties; or
  - g) for any reason any guarantee or security given to the Bank for the payment of this Facility shall be terminated or lapse for any reason or if the guarantor and/or security provider shall be in default under the terms of the guarantee and/or security documents or dies or becomes of unsound mind or is wound-up or commits any act of bankruptcy; or
  - h) ceases or threatens to cease carrying on his business or transfers or disposes or intends to the transfer or dispose of a substantial part of his assets or changes the nature or scope of his business as now conducted; or
  - i) has petition presented against him for bankruptcy or a trustee, or similar official, is appointed over all or a substantial part of his assets or if execution or any form of action is levied or taken against his assets; or
  - j) in the Bank's opinion, undergoes any change or threatened change in circumstances which would materially, and adversely affect his business or financial condition or ability to perform obligations under the Facility, or any other agreement with the Bank; or
  - k) makes or has made representations and warranties to the Bank and/or provides or has provided information to the Bank, in any manner or form, which are untrue,

- incorrect and/or (in the opinion of the Bank) misleading in any respect that the Bank believes to be material; or
- l) by reason of any change in circumstances, applicable law or regulations or in the interpretation or application thereof it shall become unlawful for the Bank to comply with its obligations herein or to continue to make available the Facility; or
  - m) has any of his current accounts closed by any bank following the requirements of the applicable regulations from time to time governing dishonored cheques and/or policies of the said bank maintaining such current accounts, notwithstanding that his current account(s) with Bank, whether held solely or jointly with others, has been conducted satisfactorily; or
  - n) there is a breach of any of the provisions contained in the Financial Service Act 2013 or any prevailing laws or regulatory requirements or directives or guidelines issued or which may from time to time be issued or amended by BNM pertaining to the grant of this Facility generally or to persons connected with the Bank
12. Stamp duty [as per Stamp Duty Act 1949 (revised 1989)] of 0.5% on the approved Facility amount applies and shall be deducted upfront before crediting the balance thereof into the Customer's Saving or Current Account maintained with the Bank or other financial institution as specified by the Customer in the Application Form.
  13. All solicitors' fees (on solicitor and client basis) incurred by the Bank in relation or in connection with or incidental to provision of the Facility and/or the Bank's enforcement of its rights under the Facility shall be payable by the Customer and may, at the Bank's discretion, be debited without prior notice to the Customer's stated account or other account(s) with the Bank.
  14. The Customer is solely responsible for assessing these Terms in applying for the Facility, and is advised to seek independent legal advice in respect thereof. The Customer confirms that no warranties, promises, representations or collateral agreements have been made by or with the Bank, orally or otherwise, and even if any, to the extent not included in these Terms shall hereafter lapse and not be legally binding upon the Bank nor be raised as a defense or support of any claim by the Customer in any legal proceedings.
  15. The Bank will apply any payment of monies received firstly for instalments, then for other outstanding monies, with discretion to revise the priorities. If any amount received or recovered in respect of the Customer's liabilities hereunder or any part thereof is less than the amount then due, Bank shall apply that amount in such proportions and order or priority and generally in such manner as the Bank may determine.
  16. The Bank shall be entitled (but shall not be obligated) at any time to combine, consolidate or merge all or any of the Customer's then existing accounts and liabilities with and to the Bank, whether in or outside Malaysia, whether singly or jointly or severally with any other person(s); and to transfer and/or set off any monies in credit in any one or more of such accounts in or towards satisfaction of any moneys owing or obligations or liabilities of the Customer to the Bank, whether in or outside Malaysia, whether in principal or surety, whether present or future, actual or contingent, primary or collateral, singly or jointly or severally with any other persons(s), and to effect any necessary currency conversions at the Bank's own rate of exchange then prevailing.
  17. The Bank reserves the right to require payment on demand of such amounts as considered necessary to compensate in the event the effect of any law or regulation or a change of thereof, is to increase the cost to the Bank of providing, maintaining, or funding this Facility or reduces the effective return to the Bank.
  18. If the Customer decides to pay in full the Facility prior to the relevant due date or dates thereof, the Bank may, at its discretion and upon such terms as the Bank shall decide, grant a rebate on the balance of the Facility.

19. Unless otherwise specified herein, our fees exclude any current and future taxes (if any) that may be imposed, under the relevant legislation. Upon the effective date of implementation of any such taxes in the future and wherever applicable, the Bank shall be entitled to recover such taxes from the Customer.
20. The Customer gives the Bank his express and irrevocable consent through the declaration in the Application Form ("Declaration") to disclose information relating to the Facility, his accounts and other facilities presently held or which may otherwise be opened or obtained with the Bank from time to time ("Information") to such extent as the Bank may consider necessary to:
- a) any person the Bank considers necessary in relation to the provision of the Facility and other services, or the operating procedures of the Bank (Including its accounting, client relationship or risk management functions), including to members of the Alliance Financial Group, any service provider (including debt collection agencies);
  - b) any bureaus or agencies established by Bank Negara Malaysia (including the Central Credit Reference Information System – "CCRIS") or by other regulatory authorities including the Association of Banks in Malaysia;
  - c) the Bank's potential assignees, any of Customer's present or prospective security providers and any person the Bank believes in good faith to be tendering payment of monies on his behalf. Information may be used, stored, transferred, compiled, matched, obtained and/or exchanged by or with the aforementioned parties ('Users') and kept confidential by users, save where disclosure is required under any laws or regulations applicable to them.
21. The Customer consents to and authorises the Bank and its officers and employees to disclose and furnish all information concerning the Customer's particulars and affairs (financial or otherwise), account details, relationship with the Bank, the terms of agreement and any other matters relating to the Customer or its business and operations to the following classes of persons in such manner and to such extent as the Bank at its discretion may consider necessary:
- a) the Bank's related companies 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, and other purposes of the Bank and/or the Alliance Bank Group;
  - b) any person for or in connection with any action or proceeding taken to recover monies due and payable by the Customer to the Bank;
  - c) regulatory bodies, government agencies, tax authorities, the police, law and enforcement agencies and courts, both within and outside Malaysia including but not limited to disclosure pursuant to the Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standards (CRS);
  - d) including 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;
  - e) Central Credit Reference Information System, credit bureaus, credit reporting agencies and corporations set up for the purposes of collecting and providing credit information;
  - 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 the Customer's prior consent.

The Customer hereby consents to such disclosure and confirms 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.

22. The Customer hereby consents and authorises the Bank through the said Declaration to verify with any party including but not limited to the Central Credit Unit of Bank Negara, CCRIS, any agency established by the Association of Banks Malaysia (ABM), any information concerning or relating to the Customer whether financial or otherwise, the Customer's account(s) and/or the conduct thereof for any purpose without any notice of the same to the Customer.
23. The Customer hereby declares and agrees through the said Declaration that any data/information (including personal data) relating to or arising from or in connection with the Customer's application hereunder and also information pertaining to the Customer's affairs whether hereunder or otherwise on this application may be held, used and disclosed by the Bank for purposes of processing this application
24. Delay or failure by the Bank in exercising any right, power, privilege or remedy accruing to the Bank hereunder or in law or equity upon default by the Customer shall not impair any such right, power, privilege or remedy or be constructed as waiver thereof or acquiescence of such default. No action by the Bank in respect of any default or acquiescence in such default shall impair any right, power, privilege or remedy of the Bank in respect of any other antecedent or subsequent default.
25. Any provision of these Terms which is prohibited or unenforceable by law shall be ineffective to the extent only of such prohibition or unenforceability without invalidating or affecting the remaining Terms or the validity or enforceability of any Terms in any other jurisdiction where it is valid.
26. In the event the Customer withdraws this Application at any time after submission (but before approval or rejection thereof) Customer shall be liable for all legal expenses, disbursements, and any other charges incurred.
27. Service of Notices: Notices or correspondences to the Customer in writing delivered personally or by ordinary post to the address specified by the Customer for receipt of correspondences in this Alliance CashFirst Personal Loan Application Form, or such other addresses notified by the Customer to the Bank in writing shall be considered received:-
  - a) if delivered by hand, when so delivered;
  - b) if sent by post (not being AR Registered post), on the third day after posting, any demand hereunder or any court process including summons may be sent to the Customer by registered post (not being AR Registered post) and if sent by registered post (not being AR Registered post) to the address given for the receipt of correspondences in the Alliance CashFirst Personal Loan Application Form or last known address as per Bank's record, shall be reckoned to be given on the third day after posting thereof. The Customer shall as soon as practicable, notify the Bank in writing of any change of address.
28. The Customer agrees that any admission or acknowledgement in writing by him or by any person authorised on his behalf or a judgment (by default or otherwise obtained against him) or a certificate showing the amount due under the Facility duly certified by an officer of the Bank shall be binding and conclusive evidence against him for whatever purpose including as being conclusive evidence of the amount due under the Facility in a court of Law.

29. The Customer declares that he shall not use the Facility for any immoral or improper purpose or laundering of monies or to assist in any of the above. The customer acknowledges that the Bank may be obliged under the Anti-Money Laundering and Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and/or other laws and regulations to report certain transactions to BNM and/or other relevant authorities and that the Bank, its officers and employees shall be under no liability for making such reports.
30. The Facility is granted subject to Malaysian Law, Time wherever stipulated for Customer's performance of these Terms and his obligations shall be of the essence. The Bank, but not the Customer, shall have the right to effect assignment of its rights and liabilities under the Facility.
31. Subject to proper verification, the Bank may rely and act upon any verbal or written instructions received from the Customer through any mode acceptable to the Bank its discretion including but not limited to, by telephone, online or facsimile. The Bank shall not be held liable to the Customer in any way for acting in good faith upon such instructions although it is subsequently shown that the same was not given by the Customer or for any misunderstanding or any error, loss, delay, loss or damages suffered as a consequence of the Bank acting on or acceding to any such instruction or request.
32. 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.
33. By virtue of applying for the products/services, the Customer hereby acknowledge that the Customer 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 the Customer shall not indulge in such corrupt practices in whatsoever manner whether directly or indirectly with any directors, officers or employees of the Bank.