



Local and Foreign Expatriate Employees On-Boarding via allianceonline Mobile Terms & Conditions



ALLIANCE BANK



Alliance Bank Malaysia Berhad (88103-W)

**LOCAL AND FOREIGN EXPATRIATE EMPLOYEES ON-BOARDING VIA allianceonline MOBILE
TERMS AND CONDITIONS
(Individual Use)**

These conditions shall be known as the “Local and Foreign Expatriate Employees On-Boarding via allianceonline Mobile Terms and Conditions” governing natural person and sole proprietor Subscribers.

1. DEFINITIONS

The following terms shall have the meanings ascribed to them, unless otherwise required:

“**Accounts**” means any and all accounts of whatever kind currently or hereinafter opened and maintained by a Subscriber with the Bank, including any Current, Savings, Deposit Account, including any account set up to facilitate or required for the provision of any **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile Service**.

“**Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile**” means the mobile banking services made available by the Bank at its sole discretion to Subscribers via the mobile banking application to enable Subscribers to perform transactions and/or make banking enquiries with the use of Mobile Phone subject to these Terms and Conditions.

“**Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile e-Services Agreement**” means the agreement created when the Bank accepts and/or approves a customer of the Bank as a Subscriber for the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile Services** incorporating the Terms and Conditions as may be amended, modified or updated from time to time by the Bank at its sole discretion.

“**Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile Charges**” means those charges imposed at the Bank’s discretion for use of the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile Services** or any one of them.

“**ATM**” means the automated teller machine operated by or belonging to the Bank or any other banks or financial institutions or any other third party whether in Malaysia or elsewhere in which the Subscriber may use through a card issued by the Bank for use at approved and/or designated automated teller machines or such other manner as the Bank may determine from time to time in or outside Malaysia.

“**Bank**” means Alliance Bank Malaysia Berhad, its successors-in-title and/or assigns and includes Alliance Islamic Bank Berhad, its successors-in-title and/or assigns.

“**Bank Negara Regulations**” means all directives, directions, guidelines, rules and/or regulations by Bank Negara Malaysia for the time being in force and from time to time.

“**Bank’s System**” means the computer system (hardware and software) set up by the Bank with respect to the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile Services**, including (a) the Security Codes, (b) the Website and all the contents therein, including all designs, graphics, images, words and all display elements of whatever kind appearing on the Website, and (c) the Bank’s User Guide and all the contents therein, and (d) any and all other interconnected and/or related documents, manuals, systems of administration, communication, management and operation (whether computerised, manual or otherwise) of whatever kind and related to the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile Services**, even if not specifically mentioned herein.

“**Business Day**” means a day on which the Bank is open for banking business in Kuala Lumpur.

“Correspondent” means any entity including but not limited to another bank or financial institution (local or foreign) appointed by the Bank to assist with complete or effect a Transaction instructed by the Subscriber via the Alliance Local Employees On-boarding Services.

“Designated Bank Account” means the Subscriber’s Account(s) as designated for use for a particular Transaction or by default for use in relation to any of the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile** Services as set out in Clause 17 below.

“eBanking Group” means the unit in the Bank currently placed in charge of the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile** Services; provided that the Bank shall at its discretion be entitled to change the name of the unit or assign the function to a different unit from time to time.

“Instruction” means an instruction of whatever kind, issued with any Security Code, with respect to any **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile** Services from the Bank

“Law” means the laws of Malaysia for the time being in force and any amendments made thereto

“Licence” means the licence defined in Clause 7 below.

“Limits” means the maximum monetary limits set by the Bank and/or set by the Subscriber, for a particular type of Instruction and/or Transaction (as the case may be).

“Internet” means internet connection which is provided by a tele-communication company for Subscribers’ to access **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile** Services via the mobile banking application.

“Mobile Banking Service” means the Bank’s allianceonline Services made available via a Subscriber’s mobile phone, and as may be amended by the Bank from time to time as provided for in clause 16.

“Mobile Phone” means the smart mobile phone including its mobile phone number which is owned and/or controlled by the Subscriber that supports web browsing and/or mobile banking services, and shall be solely for Subscriber’s personal use and as expressly permitted herein.

“MSC” means a Mobile Signing Code being a unique 6-digits security code which is generated by a Subscriber’s registered Security Token for certain Transactions as provided for in clause 5.

“MSA” means a Mobile Signing Approval being a push notification which is generated by a Subscriber’s registered Mobile Device certain Transactions as provided for in clause 5

“Other Agreement” means any and all other agreements of whatever kind (whether or not related to the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile** Services Agreement), now or herein after entered between the Subscriber and the Bank, including (a) agreements for any banking, loan or other finance facilities of whatever kind and/or (b) charges, debentures, guaranties, indemnities, liens, pledges, memorandums and/or any other such like agreement, whereby the Subscriber provides or causes to be provided security to the Bank.

“Payee” means any party identified in the User Guide and/or listed on the Website to whom the Bank is instructed with the Security Codes to make payment.

“Password” means a string of alphanumeric characters selected by the Subscriber and stored in the Bank’s System in an encrypted form, which must be keyed in by the Subscriber in order for the Bank’s System to authenticate the Subscriber’s Username for access to the **allianceonline** Services.

“Recipient” means any party to whom the Instruction requires the Bank to deliver or remit any Instructions, or payments, including Remittances. The Recipient shall where the context so requires include, the Subscriber, the

Correspondent and/or the Payee.

“Rules and Regulations” means those safety and security measures, procedures, rules and regulations howsoever imposed at the Bank’s discretion from time to time with respect to the Security Codes, the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile** Services and/or the Bank’s System.

“RM” or “Ringgit Malaysia” means the lawful currency of Malaysia.

“Security Codes” means the security codes which will identify and verify the Subscriber when the Subscriber accesses and utilises the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile** Services, comprising the Biometric, Verification Code Mobile Phone identity number, ATM PIN and any other security codes as may be issued by the Bank from time to time.

“Security Token” means the Subscriber’s single secured mobile device in which the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile** banking application is registered on the Subscriber’s elected Mobile Phone for the purpose of Transaction authorisation.

“Subscriber” for the purpose of these Conditions for **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile** Services (Individual Use) means any natural person or sole proprietor who is (a) a foreign national (non-Malaysian citizen) from selected countries as determined by the Bank and residing in Malaysia during the registration of the Alliance Local Employees On-boarding Services, (b) maintains an Account with the Bank, and (c) who has applied to and has been accepted and/or approved by the Bank as a subscriber for the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile** Services, and thus becomes party to the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile** Services Agreement.

“Software” means the software application to be downloaded and installed by Subscriber into the Mobile Phone in order to access the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile** Service on which it is compatible for use on operating system as may be designated for use by the Bank from time to time.

“Verification Code” means a unique 6-digit security code which is sent via SMS to the Subscriber’s registered mobile phone number for the registration process pursuant to clause 4.

“Terms and Conditions” means all the Terms and Conditions including the Terms and Conditions of access to and use of the Mobile Banking Application as embodied in these Conditions for **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile**, privacy policy and/or the Rules and Regulations (including all amendments, changes and variations thereto subsequently imposed at the Bank’s discretion) governing the use of the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile** Services including any additional Terms and Conditions that may be imposed on specified services or Transactions and provided in or by any one or more of the following: (a) in these Terms and Conditions for the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile** Services, (b) in the User Guide, and (c) via the Visual Display.

“Transaction” means the activity and/or transaction of whatever kind, carried out or to be carried out pursuant to an Instruction.

“User Guide” means the guide or guides from time to time issued by the Bank in (a) any documentary form and/or (b) in electronic form via the Visual Display, containing the operating instructions, the Terms and Conditions and/or any other information (including all amendments, changes and variations thereto) with respect to the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile**.

2. RULES OF INTERPRETATION

- 2.1. Words denoting the singular shall include the plural and vice versa.
- 2.2. Words denoting the masculine gender shall include the feminine and neuter genders.
- 2.3. The headings and sub-headings herein are inserted for convenience only and are to be ignored in the construction and/or interpretation of the Terms and Conditions.
- 2.4. Wherever (a) a “discretion” is granted to or permitted to the Bank, or wherever (b) the Bank is entitled to determine or hold an “opinion”, pursuant to the Terms and Conditions, then the Bank shall be entitled to exercise such discretion and/or hold such opinion unconditionally at the Bank’s absolute and sole option (1) without any obligation so to do, (2) at any time and from time to time, (3) without need for the prior consent of or notice to the Subscriber, (4) without need to give any reasons for the exercise of such discretion or the holding of such opinion, and (5) without incurring any liability, obligation or responsibility of whatever kind to the Subscriber, for the exercise of such discretion or the holding of such opinion.
- 2.5. For the avoidance of doubt, “cleared funds” mean funds which are immediately available as cash or credit to an account, including funds which (a) have been identified by the banking system as cleared, and/or (b) credit or funds made available pursuant to an overdraft facility or any other banking facility.
- 2.6. The expression “party” shall include a reference to an individual, a company and/or any other legal entity permitted by Law, as the context shall require.

3. AGREEMENT

- 3.1 A Subscriber may apply to use the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile Services** and the Bank at its absolute discretion may reject or accept such application by the Subscriber. If the application is rejected by the Bank, the Bank is not obliged to provide any reason for such rejection or to respond to any request for information.
- 3.2 A Subscriber accepted and/or approved by the Bank shall be entitled to issue Instructions with the Security Codes via the mobile application with respect to the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile Services**, and the Terms and Conditions shall automatically and immediately be deemed accepted by and binding on a Subscriber upon the Subscriber making first use of the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile Services**.
- 3.3 Where the Bank offers new or additional services, the use by a Subscriber of such new or additional services shall be subject to the Terms and Conditions as may be modified by the Bank from time to time and such other additional Terms and Conditions which may be prescribed by the Bank.
- 3.4 The Terms and Conditions herein shall be supplemental to the existing Terms and Conditions governing deposits, banking accounts and allianceonline **Services** held by the Subscribers.

4. PROCESS

- 4.1 The Subscriber may apply to register for the use of the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile Services**
- 4.2
 - 4.1.1 upon submission of the Subscriber's particulars to the Bank by the Subscriber's employer, for the opening of the Subscriber's account; and/or
 - 4.1.2 verification of the Subscriber's particulars by the Bank.
- 4.3 Upon successful verification by the Bank of the Subscriber's details against the information provided by the Subscriber's employer and/or as recorded by the Bank, a Mobile Phone number activation code called the SMS Verification Code shall be sent to the Subscriber via the Subscriber's mobile phone number registered with the Bank.
- 4.4 Upon verification and acceptance of the Subscriber of above, the Subscriber shall be required to create or verify the ATM PIN and/or provide signature specimen in accordance with the procedure prescribed by the Bank in creating the mobile access and/or Biometric profile, where applicable.
- 4.5 Upon successful ATM PIN creation or verification, the registration process is complete and the Subscriber may proceed to use the **allianceonline Web / Mobile Banking Services**.
- 4.6 The Subscriber may perform the Transactions and/or use the **allianceonline Web / Mobile Banking Services** only if each of the TAC/ MSA/MCS remains valid.

5. TAC , MSC AND MSA

The Subscriber acknowledges that TAC/MS is an additional level of security measure undertaken by the Bank in addition to the existing Username and Password for utilisation of certain **allianceonline Services** as may be specified by the Bank. The Mobile Phone Number as registered and/or updated by the Subscriber in accordance with the procedure of the Bank shall be used by the Bank for sending a TAC to the Subscriber via SMS or generating a MSC via Mobile Phone. The TAC/MS is mandatory to perform Transactions which are deemed by the Bank to be of high risk and sensitive transactions which include third party registration and transfer of funds, payment of bills, registration of billers, My eSaving account opening, telegraphic transfer, change of personal details and update of the Subscriber's profile for the **allianceonline Services**. The Bank retains absolute discretion in requiring TAC/MS for any type of Transactions which it deems necessary or appropriate from time to time.

Security Codes will be issued by the Bank for access to the Mobile Banking Service, which may be different from those issued for the other services. The Bank may also issue separate requirements, restrictions, instructions, activation and access procedures, or any additional conditions pertaining to the access and use of the Mobile Banking Service, the Software, the Security Codes for the Mobile Banking Service, and the transmission of Instructions ("Procedures"). All Procedures may be varied by the Bank from time to time. Subscriber agrees and undertakes to be bound by and to comply with all of the Procedures as may be issued by the Bank from time to time.

6. JOINT ACCOUNT HOLDERS

In the case of joint accounts, save where an exception is applied for by the Subscriber and approved by the Bank at its discretion subject to any additional and/or revised Terms and Conditions, every joint account holder must apply for the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile Services**, and all joint account holders must be acceptable to and/or approved by the Bank before the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile Services** will be provided.

Each joint holder accepted and/or approved by the Bank shall be a Subscriber in his/her own right and shall hold each individual Security Codes. All joint account holders (including joint account holders whose Security Codes have been or are reported to be compromised, lost, misplaced, cancelled or stolen) shall at all times be jointly and severally liable to the Bank for all Instructions issued and Transactions effected with any PIN issued to any one joint account holder.

7. A LICENCE ONLY TO USE THE SECURITY CODES

The Subscriber is granted a strictly confidential, non-assignable, non-transferable and revocable licence to only issue Instructions and effect Transactions with the Security Codes, strictly in accordance with all the Terms and Conditions. No other right of whatever kind is granted to the Subscriber.

The Bank retains all copyright, intellectual property right, property and title to all Security Codes issued to or maintained by the Subscriber.

8. BANK'S RIGHT TO CANCEL OR CHANGE ANY SECURITY CODE

The Bank shall at its absolute discretion be entitled to (a) change and/or cancel any or all Security Codes for any reason whatsoever, and the Bank may (b) issue new Security Codes to the Subscriber, which shall be effective forthwith.

9. LOCAL AND FOREIGN EXPATRIATE EMPLOYEES ON-BOARDING VIA allianceonline MOBILE SERVICES FOR "INDIVIDUAL USE"

9.1 The available **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile Services** shall from time to time be set out in the User Guide and/or displayed on the Visual Display. For avoidance of doubt, the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile Services** may differ and/or vary from the **Local and Foreign Expatriate Employees On-boarding via allianceonline Services** available to other categories of use which shall be subject to separate Terms and Conditions.

9.2 The Subscriber acknowledges that certain **Local and Foreign Expatriate Employees On-boarding via allianceonline Services** and Transactions are available only with the provision of TAC/MSA/MSA and the utilisation of certain **Local and Foreign Expatriate Employees On-boarding via allianceonline Services** may be subject to further Terms and Conditions which the Subscriber shall agree to prior to using the same. The Bank shall have the sole discretion in determining the types of **Local and Foreign Expatriate Employees On-boarding via allianceonline Services** and Transactions which will require TAC/MSA/MSA or subject to additional Terms and Conditions.

9.3 CONDITIONS APPLICABLE TO ALL LOCAL AND FOREIGN EXPATRIATE EMPLOYEES ON-BOARDING VIA allianceonline MOBILE SERVICES

Save where specifically provided for otherwise by the Terms and Conditions:

9.3.1 SUBJECT TO USUAL PRACTICE

All Instructions and Transactions shall be subject to the Bank's usual practice, Terms and Conditions, as would have been applicable had the same been conducted over the Bank's counter.

9.3.2 INFORMATION SUBJECT TO UPDATE

All information of whatever kind and provided by the Bank via the Visual Display, including (a) the balances and/or other details of the Designated Bank Account and/or Accounts, (b) the list of previous Instructions and/or Transactions, and/or (c) any other information of whatever kind and are subject to change and/or update.

The aforementioned information shall not be deemed to be any form of representation by the Bank.

9.3.3 SUBJECT TO THE LAW

All **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile Services**, all Instructions and Transactions, are subject to the law, Bank Negara Malaysia's Regulations, and/or any rule or regulation imposed by any relevant authority .

Provided that where Transactions are effected in whole or in part in a foreign jurisdiction, then that Transaction or part thereof effected within that foreign jurisdiction is also subject to the law and/or the banking regulations of that relevant jurisdiction for the time being in force.

The Subscriber is solely liable and responsible for ensuring that the Instructions and Transactions do not breach, default or infringe any of the above.

Where a particular Instruction and/or Transaction cannot be processed, performed or completed for the above reason, the Bank shall as soon as practicable upon receiving confirmation thereof, advise the Subscriber of the same.

10. THE SUBSCRIBER'S COVENANTS

The Subscriber hereby agrees, covenants and undertakes at the Subscriber's sole cost and expense to do and maintain all the following:

10.1 SETTING UP OF SUBSCRIBER'S OWN MOBILE PHONE & SECURITY THEREOF

10.1.1 SET UP A MOBILE PHONE

That the Subscriber has or shall at the entire own cost and expense of the Subscriber set up of a Mobile Phone which is capable of issuing Instructions with the Security Codes to the Bank's System.

That the Subscriber shall at his/her own cost and expense of the install any and all additional and/or recommended hardware and/or software required to render the Subscriber's Mobile Phone compatible and not in conflict with the Bank's System.

That the Subscriber shall do all things necessary as and when requested by the Bank in connection with the use of the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile Services**.

10.1.2 SAFEGUARD AND SECURE MOBILE PHONE

That the Mobile Phone and/or any other interconnected and/or related systems of administration, communication, management and operation and/or other systems howsoever utilised by the Subscriber with respect to the Security Codes and/or the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile Services** shall be safe, secure and cannot howsoever be compromised or used in any way or manner in breach or default of the Terms and Conditions or any laws, guidelines or policies whatsoever.

Always
Always carry computer system whenever possible and regularly check they are still in Subscriber's possession.
Always install an anti-virus/anti-malware software and keep it up-to-date to ensure that the computer system is not infected by virus/malware.

Always secure your computer system with a password.

Never

Never leave the computer system logged on and walk-away from the computer system.

Never leave your computer system unattended in a public area.

10.1.3 INTERNET RELATED RISKS

As lack of safety precautions can lead to unauthorised third parties to access the Subscriber's Mobile Phone or any other devices it shall be the Subscriber's sole responsibility to take the necessary security precautions to protect against the risks of such unauthorised access.

That the Subscriber shall comply with any security measures that have been implemented by the Bank with respect to the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile** Services including anti-phishing mechanisms and other technologically security measures as may be available from time to time and implemented by the Bank

10.2 STRICTLY COMPLY WITH ALL TERMS AND CONDITIONS & MAKE PAYMENT

That the Subscriber shall at all times strictly comply with and observe all Terms and Conditions and make due and prompt payment of all debts, interest and money howsoever and whenever falling due to the Bank pursuant to the Terms and Conditions without need for prior demand.

That the Subscriber shall make all such payments in full, without any right to make any deduction, counterclaim, set-off or withholding of whatever kind.

10.3 SUBSCRIBER'S LIABILITY, RESPONSIBILITY & ACCEPTANCE OF RISK

That the Subscriber accepts any and all Security Codes and utilises the **Local and Foreign Expatriate Employees On-boarding via allianceonline e** Services at the Subscriber's absolute and sole liability and risk. The Subscriber further acknowledges that his/her usage patterns may be monitored by third parties and the Bank does not accept any liability or responsibility for any monitoring or access by a third party not authorised and/or controlled by the Bank.

10.4 SAFEGUARDING AND SECURE YOUR LOCAL AND FOREIGN EXPATRIATE EMPLOYEES ON-BOARDING VIA allianceonline MOBILE SERVICES

Subscriber must reasonably protect all means of access to the Subscriber's account. That means making sure the Subscriber's ATM card, Mobile Phone, ATM PIN, passwords and other Security codes are not misused, lost or stolen or disclosed to any third parties.

Always

Always download the official **allianceonline** mobile application from Google Play (for Android) / Apple Store (IOS user) to access the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile** services.

Always remember to logout from the computer system after using any **allianceonline** services.

Always use a non-obvious word or number for the PIN and/or other Security Code/Password (for example a date of birth, middle name, family member's name, driver's license number or one which is easily guessed).

Never

Never click on links in Emails/SMS/Search Engine Advertisements.

Never disclose the Subscriber's ATM PIN, to anyone.

Never record or write the username and password or any Security Code on a card, paper or computer system.

10.5 ENSURING THE SECURITY OF SUBSCRIBER'S ATM CARD, MOBILE PHONE, ATM PIN, PASSWORDS AND OTHER SECURITY CODES.

If the Bank reasonably believe the ATM card, ATM PIN, Mobile Phone, and/or any other Security Code is compromised and may cause losses to Subscriber and/or the Bank, the Bank reserves the right to suspend the **allianceonline** Services at any time, without any prior notice.

10.6 RESPONSIBLE FOR SECURITY AND USE OF SECURITY CODES

10.6.1 CONFIDENTIALITY OF SECURITY CODES AND ACCOUNT DETAILS

That the Subscriber shall be absolutely and solely liable and responsible for the confidentiality, safekeeping, security and/or use of any and all Security Codes issued to or maintained by the Subscriber including all Account details and personal information such as ATM PIN, account number, telephone numbers and date of birth which may be used as a means of procuring the Security Codes and at no time and under no circumstances shall the Subscriber disclose any of the Security Codes or such personal information to any other person (including the employees of the Bank) or permit the Security Codes or such personal information to come into the possession or control of any other person.

10.6.2 ACCEPTS ALL RISKS

That the Subscriber acknowledges and accepts all liability, responsibility and risk howsoever associated with authorising, permitting and/or providing any agent, employee, servant, representative or any other party howsoever with access to any Security Code.

10.6.3 DEEMED ACTS OF SUBSCRIBER

That all acts, deeds and/or omissions by any party with any Security Code, whether authorised or not by the Subscriber and regardless of how such party comes into control or possession of the aforementioned Security Code, shall be construed, deemed and interpreted to be acts, deeds and/or omissions of the Subscriber.

10.6.4 DEEMING PROVISION

Without prejudice to the generality above and in addition thereto, Subscribers with multiple Security Codes undertake as follows:

10.6.4.1 AUTHORISED PARTIES ONLY

That only parties authorised by the Subscriber shall have access to any Security Code.

10.6.4.2 AUTHORISED PARTIES TO BE TRAINED

That all such authorised parties shall be competently trained in the use of the Security Codes, and be familiar with and shall strictly observe all the Terms and Conditions.

10.7 RESPONSIBLE FOR SECURITY AND USE OF LOCAL AND FOREIGN EXPATRIATE EMPLOYEES ON-BOARDING SERVICE AND **allianceonline MOBILE**

Upon completion of the registration procedures, Subscriber will be permitted to download the mobile banking application for activation purposes into Subscriber's Mobile Phone and be granted the non-exclusive, non-transferable right to use the application, but based upon and subject always to the following conditions:

(i) Subscriber shall not at any time use the Software for any purpose other than to access the Subscriber's own account(s) via the Local and Foreign Expatriate Employees On-boarding via allianceonline Service on Subscriber's Mobile Phone;

(ii) Subscriber shall not at any time download or install the Software into a mobile phone which the Subscriber does not own or have exclusive control;

(iii) Subscriber shall not at any time permit or enable any other person to access the Software, or leave the Subscriber's Mobile Phone unattended in such a manner as to enable another person to access the Software;

(iv) The Subscriber shall not reproduce, modify or reverse engineer the Software or permit another person to do so in howsoever manner;

(v) Subscriber shall not permit any other person to access the Security Codes or activation codes or otherwise enable another person to download a copy of the Software or do or omit any act or thing which may be in breach of any one or more of the Terms and Conditions or any laws, guidelines or policies whatsoever;

(vi) Subscriber shall be absolutely liable and responsible to inform the Bank on any change or update of the Mobile Phone number to be registered and/or updated in accordance with the procedure of the Bank for the purpose of accessing the Mobile Banking Service on the Subscriber's Mobile Phone; and

(vii) Software is made available to the Subscriber strictly on an "as is" basis, and no warranty is made in relation to the Software, including any warranty in relation to its merchantability, fitness for purpose, satisfactory quality or compliance with description, and all warranties which may be implied by law or custom are hereby excluded. In addition, the Subscriber agrees that the Bank cannot ensure that the Software will be compatible or may be used in conjunction with any Mobile Phone, and the Subscriber agrees that the Subscriber shall not hold the Bank liable in howsoever manner for any such incompatibility or for any loss or damage whatsoever to any Mobile Phone or such other device whatsoever which may be caused by the Software or the installation process or in other manner howsoever.

10.8 INSTRUCTIONS ISSUED WITH ANY SECURITY CODE ARE UNCONDITIONAL AND CONCLUSIVE

That the Subscriber acknowledges and accepts that the Bank shall be entitled to deem and treat all Instructions issued with any Security Code as accurate, proper, regular and genuine Instructions issued by the Subscriber to the Bank, and the Bank is entitled, without need for any further confirmation or verification with or from the Subscriber or any other party, to unconditionally proceed with and carry out all such Instructions and the ensuing Transactions.

Save where specifically provided for otherwise in these Conditions for **Local and Foreign Expatriate Employees On-boarding via allianceonline Services**, the Subscriber shall not be entitled to deny, dispute and/or limit any liability accruing against the Subscriber pursuant to Clauses 13 and 15 below for any reason whatsoever, including but not limited for the reason that the party issuing the Instruction and/or using any Security Code (a) was not the Subscriber, or (b) had issued such Instruction without the authority, consent, permission or knowledge of the Subscriber, or (c) had obtained access to, control and/or possession of any Security Code by illegal means, or (d) had committed illegal acts with any Security Code.

10.9 INSTRUCTIONS ISSUED WITH ANY SECURITY CODE ARE IRREVERSIBLE

Save where specifically provided for otherwise in these Terms and Conditions for **Local and Foreign Expatriate Employees On-boarding via allianceonline Services (Individual Use)** all Instructions issued with any Security Code are deemed received by the Bank when the Instruction/Transaction reference number appears on the Visual Display.

10.10 OBLIGATION TO REPORT ERRORS IN STATEMENTS OF ACCOUNTS & RECORDS

The Subscriber shall on the basis of urgency upon receipt of any documentary statement of account, records of Instructions and/or Transactions, or any other record of whatever kind issued by the Bank to the Subscriber with respect to (a) the **allianceonline web / Mobile Banking Services**, (b) the Accounts and/or (c) the Instructions and/or Transactions, report in writing to the Bank any errors therein.

10.11 SUBSCRIBER SHALL ACT AS REQUESTED

That the Subscriber shall at the request of the Bank forthwith do all such acts, deeds and things including execute and deliver any and all such documents and instruments as the Bank shall in its opinion deem necessary to enforce, give effect to, implement and/or perform the Terms and Conditions.

10.12 IN THE EVENT OF ERRORS

That the Subscriber shall at all times strictly comply with all of the following:

10.12.1 Shall not howsoever take advantage of or make profit from any accident, error and/or mistake of whatever kind and howsoever occurring, whether with respect to the calculation of any debt, money or interest, the Designated Bank Account, the Accounts and/or any Instruction or Transaction.

10.12.2 Shall do all acts, deeds and things reasonably required by the Bank of the Subscriber to rectify and/or remedy the accident, error or mistake, including the return and/or refund of money.

11. REPORT IF ANY SECURITY CODE IS BREACHED

Without prejudice to any other Terms & Conditions, if control, possession, the safekeeping and/or security of any Security Code (or any part thereof) is or is suspected to have been compromised, lost, misplaced, stolen, disclosed, revealed or any other irregularity of whatever kind is observed or suspected, the Subscriber shall immediately cease to use the same and report to the eBanking Group by telephone, to be followed by written notice delivered by hand to the eBanking Group ("Report") as soon as possible but not later than 24 hours from the telephone report.

The Subscriber shall extend complete and full assistance and co-operation to the Bank in its investigations.

In such event,

11.1 REMAINING SECURITY CODES NOT AFFECTED

All other Security Codes not affected by the above, shall remain effective and capable of issuing Instructions and/or effecting Transactions.

11.2 NO LIABILITY AFTER REPORT

Provided that where the Subscriber shall have extended all and complete assistance and co-operation to the Bank in its investigation, the Bank may decide to hold or not hold the Subscriber liable or responsible for any Instruction issued with any Security Code mentioned in the written report, received by the Bank..

Provided that upon the receipt of such a Report (even if not given by the Subscriber), the Bank shall at its discretion and without incurring any liability, obligation or responsibility of whatever kind to the Subscriber, be entitled to immediately (a) cancel any or all Security Codes issued to the Subscriber, (b) deny any further access or permit only partial access to the Bank's System, and/or (c) refuse, reject, halt and/or reverse any current or further Instruction or Transaction.

11.3 SUBSCRIBER MUST REPORT A BREACH, COMPROMISED, MISPLACED, MISUSE, THEFT AND/OR LOSS OF SECURITY CODES AND/OR SECURITY TOKEN TO THE BANK AS SOON AS REASONABLY PRACTICABLE, UPON SUBSCRIBER BECOMING AWARE OF THE BREACH OR LOSS RESPECTIVELY.

If the Subscriber delays in reporting to the Bank regarding the breach, compromise, loss, theft or misuse of ATM card, ATM PIN, Mobile Phone and/or other Security codes, the Subscriber will be liable for all the alleged unauthorised transactions that occur on the Subscriber's account.

When Subscriber experiences the following scenario?	What Subscriber must do?
ATM card or the computer system may have been lost or stolen.	Call the Bank's customer service at 03-5516 9988 and/or, visit any branch to report to the Bank as soon as Subscriber becomes aware. Subscriber may suffer loss if not reported the Bank IMMEDIATELY.
ATM PIN and/or any Security Code was revealed to someone other than the Subscriber.	
Unauthorised access or transaction found on Subscriber's account.	
Subscriber disclosed the ATM PIN and/or any Security Codes / Password through any unsolicited emails or on any website other than the official website of allianceonline Mobile Services .	

11.4 SUBSCRIBER MUST REPORT ANY UNAUTHORISED TRANSACTION TO THE BANK AS SOON AS REASONABLY PRACTICABLE, UPON SUBSCRIBER BECOMING AWARE OF THE UNAUTHORIZED TRANSACTION.

An unauthorised transaction is a transaction which is not authorised by a Subscriber. It is a transaction which is carried out by someone other than the Subscriber or another user without Subscriber's knowledge and/or consent.

11.4.1. WHEN YOU WILL BE LIABLE FOR LOSS DUE TO UNAUTHORISED TRANSACTIONS

If the Bank has any evidence which may indicate that Subscriber contributed to the loss and/or the Subscriber has failed to comply with any of the obligations set out in clause 10.4, the Subscriber will be responsible for losses resulting from such alleged unauthorised transactions..

12. LOCAL AND FOREIGN EXPATRIATE EMPLOYEES ON-BOARDING VIA allianceonline MOBILE SERVICE CHARGES

The Bank shall at its discretion (a) upon receipt of or processing an Instruction and/or the commencement of a Transaction, or (b) upon the expiry of dates or time periods imposed by the Bank, and/or (c) at any time or from time to time deemed prudent in the Bank's opinion, be entitled to charge the Subscriber for the following:

12.1 CHARGES

OVER THE COUNTER CHARGES & RATES

Any and all such cost, expense, loss, damage, charges, commissions, disbursements, fees, fines, interest, penalties, tax and/or any other money, that would have been calculated and imposed had the Instruction and/or Transaction been conducted over the Bank's counter.

12.1.2 LOCAL AND FOREIGN EXPATRIATE EMPLOYEES ON-BOARDING VIA allianceonline MOBILE SERVICE CHARGES

For the use of the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile** Services or any one of them, including (a) for each Instruction and/or Transaction pertaining to banking transactions as provided in clause 16; and/or (b) for the issuance of the notification of any Transaction or related matters on the Subscriber's mobile phone ("**Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile Service Charges**").

12.1.3 CHARGES IMPOSED BY OTHER PARTIES

Any and all other cost, expense, loss, damage, charges, commissions, disbursements, fees, fines, interest, penalties, tax and/or any other money charged, demanded, imposed, levied and/or howsoever arising from and/or incidental to the Instruction and/or Transaction, including that charged, demanded, imposed and/or levied by any local or foreign authority, correspondent and/or any other party.

All of the above mentioned charges shall upon their accrual or charge is debts immediately due from the Subscriber to the Bank.

Save where the Subscriber shall have made prior complete and full payment of all the above, the Bank shall at its discretion be entitled to debit the Subscriber's Account in the manner provided by Clause 17.3 below.

12.1.4 Unless otherwise specified herein, the Bank's charges exclude any current taxes and future taxes that may be imposed (including the Goods and Services Tax ("GST"), under the relevant legislation. Upon the effective date of implementation of any such taxes in the future and wherever applicable, the Bank will be entitled to recover such taxes from the Subscriber.

12.2 INTEREST

Interest at the rate applicable to the Designated Bank Account or where there is no Designated Bank Account, the interest at the rate applicable to any other Account selected by the Bank at its discretion, shall be charged on all sums and debts howsoever falling due from the Subscriber to the Bank pursuant to the Terms and Conditions, and such accrued interest shall be a debt immediately due from the Subscriber to the Bank.

13 Debit Designated Bank Account and/or the Accounts

13.1 BANK'S LIEN

For so long as any debt, interest or money remains due to the Bank pursuant to the Terms and Conditions, the Bank shall have a lien on all money and deposits in any account now or hereinafter standing to the Subscriber's credit with the Bank.

13.2 RIGHT TO DEBIT

The Bank shall at its discretion be entitled without need for prior demand to immediately debit the

Designated Bank Account and/or any one or more accounts as payment for the following:

13.3.2.1 Any and all charges and interest falling due pursuant to Clauses 17.1 and 17.2 below.

AND,

13.3.2.2 Any and all other debt, interest and money howsoever falling due from the Subscriber to the Bank pursuant to the Terms and Conditions, including that falling due pursuant to Clause 15 below.

13.3.3 IMMEDIATE DEBT

All sums still remaining unpaid by such debit shall continue to be a debt immediately due from the Subscriber to the Bank.

14 LIABILITIES AND EXCLUSIONS

The Bank shall not be liable to the Subscriber for any cost, expenses, loss, damage and/or any other detriment incurred by the Subscriber howsoever arising from and/or incidental to any one or more of the following:

14.1 ANY DELAY, ERROR OR MISTAKE

From any delay, error, inability, mistake and/or omission in the provision of any **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile** Service of whatever kind, including that arising from and/or incidental to (a) any Law, Bank Negara Malaysia's Regulations, any other relevant foreign law or banking regulations, and/or any other rule or regulation imposed by any authority with power in that regard (b) any error, mistake and/or failure on the part of the Bank (c) the drawing up, delivery and/or transmission of any Instruction and/or Transaction, (d) the inability to locate or the misidentification of any Recipient, (e) the inability of any Recipient to take delivery, make available, present or draw on any Instruction, document of credit, payment and/or Remittance; howsoever caused and/or (f) non-delivery, delayed delivery or wrong delivery of a Notification and/or inaccurate or incomplete content of a Notification

14.2 ANY BREAKDOWN

From any breakdown, interruption and/or shut down in any one or more utility services or systems (whether within or outside the Bank), and/or the Bank's System howsoever arising from or incidental to (a) any deficiency, lack or omission in the Bank's System, and/or (b) any power failure, insufficient supply of utilities, electrical, mechanical or manpower breakdown, civil unrest, fire, strikes, industrial action, lock-outs, war and/or by computer virus, or (c) howsoever caused.

14.3 ACTS OF GOD OR EVENT NOT WITHIN CONTROL OF THE BANK

From any act of God, force majeure, earthquake, floods, landslides, landslips, storms, tempest and/or any other cause, event or reason not within the control of the Bank.

14.4 PAYMENT THROUGH THIRD PARTY PROVIDER OR TO PAYEES

From any delay, error, omission, inability and/or disruption in making payment to Recipients or issuing Instructions for Transactions using the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile** Services accessed through hyperlinks in third party websites or that of Payees listed on the Website as being authorised by the Bank for payments to be made by the Subscriber using the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile** Services.

If the Subscriber incurs any delay, cost, expense, loss, damage and/or other detriment, the Subscriber hereby excludes the Bank from any and all liability and responsibility, and/or waives all the Subscriber's rights and remedies against the Bank with respect thereto.

14.5 INFORMATION AVAILABLE THROUGH THE LOCAL AND FOREIGN EXPATRIATE EMPLOYEES ON-BOARDING VIA allianceonline MOBILE SERVICES

14.5.1 From any action or claim in contract, negligence, tort or otherwise for any decision made or action taken by the Subscriber in reliance on or use of any information including notifications, quotes, news and research data made available through the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile Services**. All information that is made available on the Website or as part of the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile Services** shall be for information purposes only, except where expressly provided otherwise. Specifically, no information on the Website is intended or construed as financial, tax or other advice or as an offer, solicitation or recommendation of securities or other financial products. The information pertaining to the Subscriber's Account including all transactions and record of banking services used as made available through **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile Services** are provided on an "as is" and "as available" basis.

14.5.2 From any action or claim in contract, negligence, tort or otherwise in relation to the accuracy, completeness or timeliness of the information and data obtained through the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile Services**. The information and record of transactions made available to the Subscriber may not and shall not be taken as conclusive of the latest current status of the Subscriber's account as certain transactions may not have reflected on **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile Services** when the record or information is provided. It is the Subscriber's sole responsibility to ensure that all information provided to the Bank is accurate, complete and up to date.

15 INDEMNITY

The Subscriber shall keep the Bank fully and effectively indemnified upon demand against any and all cost, expense, loss and/or damage (including legal fees on a solicitor/client basis) howsoever incurred by the Bank, including that arising from and/or incidental to any actions, claims, delays, demands, fines, penalties, proceedings (including the enforcement of this **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile Services Agreement** and/or the realisation and/or preservation of any security), settlements, tax and/or any other detriment of whatever kind, accruing or resulting from the Subscriber's acts, deeds, omissions, negligence, breaches and/or defaults of any Terms & Conditions, including any acts, deeds and/or things done with any Security Code by any party (with or without the authority, consent or knowledge of the Subscriber).

Provided that the Bank shall be entitled to demand payment of money from the Subscriber under this indemnity in anticipation of and/or prior to the Bank having to make any payment of money to any party pursuant to any of the above.

Any sum and all sums falling due to the Bank pursuant to this indemnity shall be a debt immediately due from the Subscriber to the Bank.

16 Mobile Banking

The Bank may provide the Subscriber with access to certain **allianceonline Services** via the web-browser on the Subscriber's mobile phone and/or mobile banking applications via third party mobile application service providers as may determined by the Bank from time to time, generally known as mobile banking services. The mobile banking services may include checking account balances, viewing Transaction history and performing certain Transactions such as fund transfers, card or loan repayments and bill payments to designated Payees.

Use of the mobile banking services shall be subject to these Terms and Conditions and any additional conditions that may be imposed by the Bank from time to time.

The scope, features and functionality of the Mobile Banking Service will differ from the other banking services for other electronic channels, and may be varied by the Bank from time to time. The Subscriber agrees and acknowledges that (i) certain services are not available on the Mobile Banking Service and these may or may not become available in the future; and/or (ii) certain services which are currently available on the Mobile Banking Service may be discontinued (whether temporarily or permanently).

The Bank may provide optimised Visual Display to fit the screen on the Subscriber's Mobile Phone. The Bank does not however make any warranty as to the quality or continuity of the Mobile Banking Service and such services form an additional feature of the **allianceonline Services** which are provided to the Subscriber at no extra cost. The Subscriber shall however bear the necessary internet data usage or such other charges of the Subscriber's network or mobile phone service provider(s).

The Subscriber shall also ensure that his/her Mobile Phone is equipped with web browsing and mobile application service capabilities with wireless connection or Mobile Internet activated and that the Mobile Phone Number of the Subscriber is updated with the Bank.

17 DESIGNATED BANK ACCOUNT AND SUFFICIENCY OF CLEARED FUNDS

17.1 SUBSCRIBER TO A DESIGNATED ACCOUNT

Without prejudice to the Bank's right to debit any account, the Designated Bank Account shall be used by the Bank in conjunction with the **Local and Foreign Expatriate Employees On-boarding via allianceonline Mobile Services**. In the absence of any express designation of an account, all accounts of a Subscriber shall by default be the Designated Bank Account.

Without limiting the right of the Bank to terminate or suspend the **allianceonline Services / Mobile Banking Services** as provided for in the Terms and Conditions, the Bank shall at its discretion be entitled to suspend and/or terminate any part or all of the **allianceonline Services / Mobile Banking Services** to the Subscriber, if the Subscriber closes the Designated Bank Account with the Bank and/or all its other accounts with the Bank.

17.2 ENSURE SUFFICIENT FUNDS AVAILABLE

The Subscriber shall ensure at all times that there are sufficient cleared funds in the Designated Bank Account and/or accounts to perform each and every Instruction and Transaction, including the payment of the charges set out in Clause 17.

If the Designated Bank Account and/or accounts shall have insufficient cleared funds to meet any Instruction or Transaction, the Bank shall at its discretion be entitled to do any one of the following:

17.2.1 REJECT AND REFUSE INSTRUCTION

Reject and/or refuse to carry out any such Instruction or Transaction, and such Instruction for the Transaction shall be deemed invalid and void.

17.2.2 CARRY OUT INSTRUCTION

Subject to the Limits, the Bank may (with or without the Subscriber having made any prior arrangement with and agreed to by the Bank) carry out the Instruction and/or Transaction, and in such event, all sums in excess of the cleared funds then available in the Designated Bank Account and/or accounts shall be a debt immediately due from the Subscriber to the Bank.





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