



**ALLIANCE BANK**

# **allianceonline**

## **Terms and Conditions**

## CONDITIONS FOR allianceonline SERVICES

### (Individual Use)

These conditions shall be known as the “Conditions for allianceonline Services” 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, debit account, foreign currency account, credit and/or credit/prepaid card facility account and/or any other account of whatever kind, including any account set up to facilitate or required for the provision of any allianceonline Service.

“**allianceonline Services**” means the various internet banking and/or mobile banking services made available by the Bank at its sole discretion to Subscribers via the Website and/or mobile banking application to enable Subscribers to perform Transactions and/or make banking enquiries with the use of a computer, modem and/or other electronic or telecommunication equipment or device including mobile phone subject to these Terms and Conditions and the allianceonline Services Agreement.

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

“**allianceonline Service Charges**” means those charges imposed at the Bank’s discretion for use of the allianceonline 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 those directives, directions, guidelines, rules and/or regulations from Bank Negara Malaysia for the time being in force.

“**Bank’s System**” means the computer system (*hardware and software*) set up by the Bank with respect to the allianceonline 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 allianceonline Services, even if not specifically mentioned herein.

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

“**Biometric Fingerprint Login**” means the fingerprint imprint(s) saved on your Mobile Device which supports fingerprint authentication function and may be used in place of your allianceonline Mobile login to access your allianceonline Mobile App to view your account balances.

“**Correspondent**” means 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 allianceonline 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 allianceonline Services as set out in Clause 13 below.

“**Documentary Credit**” means any cheque, bill, bank guarantee, draft, letter of credit, order and/or any other document of whatever kind accepted by the banking industry as capable of transferring funds or providing security, and permitted by the Bank pursuant to the allianceonline Services.

“**eBanking Group**” means the unit in the Bank currently placed in charge of the allianceonline 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 allianceonline Services or any one of them, regardless of who issues such instruction with such Security Code.

“**Inter-bank GIRO System**” means a fund transfer payment system operated by Malaysian Electronic Payment Systems (1997) Sdn. Bhd. (including its successors-in-title and assigns) to allow Subscribers who maintain

accounts with any of the participating Banks to make inter-bank payments or fund transfers to either the Subscribers' own account or to any third party account(s) maintained with a participating Bank.

**"Law"** means the laws of Malaysia for the time being in force.

**"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 **allianceonline** Services via the website and/or 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 15.9.

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

**"Mobile PIN"** means the personal identification numbers issued by the Bank to the Subscriber pursuant to Clause 4 below.

**"Other Agreement"** means any and all other agreements of whatever kind (*whether or not related to the allianceonline 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.

**"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.

**"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.

**"Recipient"** means any party to whom the Instruction requires the Bank to deliver or remit any Instructions, documents or payments, including Documentary Credits and/or Remittances. The Recipient shall where the context so requires include, the Subscriber, the Correspondent and/or the Payee.

**"Remittance"** means any Instruction and/or Transaction involving the transfer of funds to a Recipient via the **allianceonline** Services, which shall include Documentary Credit transfers, electronic, cable or telegraphic transfer of funds and/or any other form of transfer of funds permitted by the Bank pursuant to the **allianceonline** Services.

**"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 **allianceonline** Services and/or the Bank's System.

**"RM"** or "Ringgit" 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 **allianceonline** Services, comprising the Temporary PIN, Temporary User ID, Username, Password, TAC, MSC, Mobile Phone identity number, Mobile PIN, 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 **allianceonline** mobile banking application is registered on the Subscriber's elected Mobile Phone for the purpose of Transaction authorisation.

**"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.

**"Subscriber"** for the purpose of these Conditions for **allianceonline** Services (Individual Use) means any natural person or sole proprietor who is (a) a customer of the Bank, (b) with 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 **allianceonline** Services, and thus becomes party to the **allianceonline** Services Agreement.

**“Software”** means the software application to be downloaded and installed by Subscriber into the Mobile Phone in order to access the Mobile Banking Service on which it is compatible for use on a (i) iPhone mobile device (ii) mobile device operating on the Android™ operating system (iii) any other operating system as may be designated for use by the Bank from time to time.

**“TAC”** means a Transaction Authorisation Code being a unique 6-digit security code which is sent via SMS to the Subscriber’s registered mobile phone number for certain Transactions as provided for in clause 5.

**“Terms and Conditions”** means all the terms and conditions including the terms and conditions of access to and use of the Website as embodied in these Conditions for **allianceonline** Services, 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 Website and/or **allianceonline** 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 **allianceonline** Services, (b) in the User Guide, and (c) via the Visual Display.

**“Temporary User ID (Temporary ID)”** means the temporary user identification issued by the Bank to the Subscriber pursuant to Clause 4 below.

**“Temporary PIN (TPIN)”** means the personal identification numbers issued by the Bank to the Subscriber pursuant to Clause 4 below.

**“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 **allianceonline** Services.

**“Username”** means a unique name comprising a string of characters selected by the Subscriber in order for the Bank’s System to identify the Subscriber and the Accounts.

**“Visual Display”** means the monitor, panel, screen or other equipment providing a visual display of the pages of the Website, with which the Subscriber views the operating Instructions, Rules and Regulations and/or any other information (*including all amendments, changes and variations thereto*) emanating from the Bank’s System via the internet with respect to the **allianceonline** Services.

**“Website”** means the website of the Bank located at the URL: <http://www.alliancebank.com.my> and/or <http://www.allianceonline.com.my>

## 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.
- 2.7. In the event of any inconsistency in the Terms and Conditions, the Terms and Conditions for the **allianceonline** Services will prevail for the purposes of the **allianceonline** Services.

### 3. AGREEMENT

- 3.1 A Subscriber may apply to use the **allianceonline** Services subject at all times to the Bank's sole and absolute discretion whether to reject or accept the application. 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 internet with respect to the **allianceonline** 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 **allianceonline** Services or any one of them.
- 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 All the Terms and Conditions for the **allianceonline** Services have been made available to the Subscriber before first use.

### 4. REGISTRATION PROCESS

- 4.1 The Subscriber may apply to register for the use of the **allianceonline** Services through one of the following means:
  - (i) online by logging on to the Website and keying in the requisite details of either the Subscriber's account details including the ATM or debit card, the ATM PIN number, prepaid card or credit card, whichever is elected and applicable, and such other details as may be required; or
  - (ii) Via telephone banking whereupon the Temporary User ID shall be issued to the Subscriber via the phone; or
  - (iii) Via mobile banking application and keying in the requisite details of the Subscriber's account details including the ATM or debit card, and its ATM PIN number, and such other details as may be required.
- 4.2 Upon successful verification by the Bank of the details provided by the Subscriber, a Mobile Phone number activation code called the Temporary PIN shall be sent to the Subscriber via the Subscriber's mobile phone number as registered with the Bank.
- 4.3 The Subscriber is required to register his/her Mobile Phone number at any of the Bank's ATM and/or at any branch office of the Bank. Alternatively Subscriber may register the Mobile Phone number via the mobile banking application with a requisite of Subscriber's identity verification that shall be fulfilled via a balance inquiry transaction at any local or foreign ATM machine in respect of any Subscriber's current/savings account. All SMS and mobile notifications, Security Codes including TAC and any verification by the Bank in relation to the **allianceonline** Services shall be sent to the Subscriber's Mobile Phone number as duly registered with the Bank.
- 4.4 The Subscriber shall be required to key in the Temporary PIN for first time login at the Website. Upon verification and acceptance of the Temporary PIN, the Subscriber shall be required to create the Username and Password in accordance with the procedure prescribed by the Bank in creating the Username and Password and/or Mobile PIN online, where applicable. Upon successful creation of the Username and Password, the registration process is complete and the Subscriber may proceed to use the **allianceonline** Services.
- 4.5 The Subscriber may perform the Transactions and/or use the **allianceonline** Services only if each of the Security Code is and remains valid. The Subscriber may also change the Username and Password online in accordance with the procedure prescribed by the Bank. The Subscriber shall also ensure that its mobile phone number is properly updated using the prescribed registration procedure. Any change shall only be effective if accepted by the Bank.

### 5. TAC and MSC

The Subscriber acknowledges that TAC/MSC 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/MSC 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/MSC 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 **allianceonline** Services, and all joint account holders must be acceptable to and/or approved by the Bank before the **allianceonline** 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 discretion be entitled to (a) change and/or cancel any or all Temporary PIN or TAC or MSC for any reason whatsoever, and the Bank may (b) issue new Temporary PIN or TAC or MSC to the Subscriber, which new Temporary PIN or TAC or MSC shall be effective forthwith.

## 9. **allianceonline** SERVICES FOR "INDIVIDUAL USE"

9.1 The available **allianceonline** Services for "*Individual Use*" shall from time to time be set out in the User Guide and/or displayed on the Visual Display. For the avoidance of doubt, the **allianceonline** Services available for "*Individual Use*" may differ and/or vary from the **allianceonline** Services available to other categories of use which shall be subject to separate terms and conditions.

9.2 The Subscriber acknowledges that certain **allianceonline** Services and Transactions are available only with the provision of TAC/MS and the utilisation of certain **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 **allianceonline** Services and Transactions which will require TAC/MS or subject to additional terms and conditions.

### 9.3 Conditions applicable to all **allianceonline** 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 Foreign currency

All Instructions and Transactions requiring foreign currency shall be debited by the Bank against the Subscriber at the Ringgit equivalent calculated at the rate of exchange prevailing at the time the Instruction is processed or the Transaction is effected, as the Bank shall at its discretion elect.

#### 9.3.3 Estimated conversion rates only

All conversion rates and/or rates of exchange provided by the Bank via the Visual Display are estimates only and may not reflect the actual prevailing rate of exchange.

#### 9.3.4 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, may not be actual or current and are subject to change and/or update.

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

#### 9.3.5 Subject to the Law

All **allianceonline** Services, all Instructions and Transactions, are subject to the Law, Bank Negara Regulations, and/or any rule or regulation imposed by any authority with power in that regard.

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 computer system & security thereof

##### 10.1.1 Set up computer system

That the Subscriber has or shall at the entire own cost and expense of the Subscriber set up a computer system, which include Subscriber's desktop, laptop, tablet and/or Mobile Phone that is capable of issuing Instructions with the Security Codes to the Bank's System.

That the Subscriber shall at the entire own cost and expense of the Subscriber install any and all additional and/or recommended hardware and/or software required to render the Subscriber's computer system and/or 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 **allianceonline** Services.

##### 10.1.2 Safeguard and secure computer system

That the computer or computer system and/or 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 **allianceonline** 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 public area.

##### 10.1.3 Internet Related Risks

That in light of the fact that lack of safety precautions can make it easier for unauthorised third parties to access the Subscriber's computer systems or 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 **allianceonline** 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 **allianceonline** 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 allianceonline Services**

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

### **Always**

Always ensure your **SECURE PHRASE** is correct before login.

Always check your **SMS TAC** to ensure it matches your intended transaction.

Always type the **allianceonline** Services URL into the browser address bar:  
**[www.allianceonline.com.my](http://www.allianceonline.com.my)**

Always download the official **allianceonline** mobile application from Appstore (for Apple) and Google Play (for Android) to access the **allianceonline** services.

Always remember to logout from the computer system after use of **allianceonline** services.

Always memorise the **allianceonline** username, password and/or other Security Code.

Always use a non-obvious word or number to be the username, password, PIN and/or other Security Code. (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 Subscriber's ATM PIN, username, password and TAC to anyone or register any other person's phone number to receive TAC.

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

### **10.4.1. Ensuring the security of Subscriber's ATM card, Mobile Phone, username, ATM PIN, passwords and other Security Codes.**

If the Bank reasonably believe the ATM card, ATM PIN, Mobile Phone, username, passwords 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 risk**

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 Mobile Banking Service**

Upon completion of the prescribed registration and activation procedures, Subscriber will be permitted to download the mobile banking application for installation 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:

Subscriber shall not at any time use the Software for any purpose other than to access the Subscriber's own account(s) via the Mobile Banking Service on Subscriber's Mobile Phone;

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

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;

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

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;

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 Subscriber's Mobile Phone; and

Software is made available to 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, Subscriber agrees that the Bank cannot ensure that the Software will be compatible or may be used in conjunction with any Mobile Phone, and 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 **allianceonline** Services (Individual Use), the Subscriber shall not be entitled to deny, dispute and/or limit any liability accruing against the Subscriber pursuant to Clauses 17 and 22 below for any reason whatsoever, including 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 Conditions for **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 and thereafter cannot howsoever be cancelled or reversed.

**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** Services, (b) the Accounts and/or (c) the Instructions and/or Transactions, report in writing to the Bank all 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 Term & Condition, 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 Subscriber shall not be liable or responsible for any Instruction issued with any Security Code mentioned in the Report, after the Bank shall have received the written Report.

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

When Subscriber experiences the following scenario	What Subscriber must do	What the Bank will 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 to the Bank IMMEDIATELY.	Upon receiving a report from Subscriber, the Bank will follow the eBanking procedure as set out in Clause 27.10.  Subscriber can further verify the status of the report by giving Subscriber's name and IC number.
Username, Password, 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 username, password and/or any Security Codes through any unsolicited emails or on any website other than the official website of <b>allianceonline</b> Services.		
Subscriber's registered Secure Phrase is not correct or not displayed at the website of <b>allianceonline</b> Services		

**11.4 Subscriber must report any unauthorized transaction to the Bank as soon as reasonably practicable, upon Subscriber becoming aware of the unauthorized transaction.**

An unauthorized transaction is one which is not authorized by a Subscriber. It is a transaction which is carried out by someone besides Subscriber or another user without Subscriber's knowledge and/or consent.

**11.4.1. When you will be liable for loss due to unauthorized transactions**

Where the Bank can prove on the balance of probability that Subscriber contributed to the loss that the Subscriber failed to carry out the obligations as per clause 10.4, hence fourth Subscriber will be responsible for losses resulting from unauthorized transactions in the following scenarios.

Scenario	What Subscriber will be liable for
<p>The losses occur before Subscriber notify the Bank that the computer system, ATM card, any Security Codes and/or Security Token used to access Subscriber's <b>allianceonline</b> Services has been compromised, breached, misused, lost or stolen as a result of:</p> <ul style="list-style-type: none"> <li>• fraud by fraudster;</li> <li>• Subscriber disclosing username, password and/or other Security Code to third parties or via unsolicited email or on any website other than the official website of the Bank.</li> <li>• Subscriber records own username, password or other Security Code on the ATM card or save on a card, paper or computer system.</li> <li>• Subscriber update or change of passwords and/or any other Security Code to one which represents his/her date of birth or a recognizable part of their name, despite the Bank specifically instructing to not do so and bringing his/her attention to the consequences of doing so; or</li> <li>• Subscriber failed to protect the security of all the username, passwords, any Security Codes and/or Security Token.</li> </ul>	<p>The actual losses which occur before Subscriber notify the Bank that the computer system, ATM card, any Security Codes and/or Security Token used to access the Subscriber's <b>allianceonline</b> Services have been compromised, breached, misused, lost or stolen.</p>
<p>The losses result from Subscriber's unreasonable delay in notifying the Bank after Subscriber become aware of the misuse, loss or theft of the computer system, ATM card, any Security Codes and/or Security Token used to access Subscriber's <b>allianceonline</b> Services have been compromised, breached, misused, lost or stolen.</p>	<p>The actual losses which occur between when Subscriber become aware (or should reasonably have become aware in the case of a compromised, breached, misused, lost or stolen computer system, ATM card, any Security Codes and/or Security Token) and when Subscriber notify the Bank.</p>

**12. LIMITS FOR INSTRUCTIONS & TRANSACTIONS**

The Bank shall at its discretion, from time to time be entitled to impose Limits for Instructions and/or Transactions (*with or without additional and/or revised conditions*) permitted to the Subscriber with respect to the **allianceonline** Services or any one of them; and where permitted and provided for by the Bank, the Subscriber may set such Limits. The Bank further retains absolute discretion to impose different Limits for any type of Transactions that requires either TAC or MSC which it deems necessary or appropriate from time to time.

In the absence of any express Limits set by the Bank on the Subscriber, the Limits shall be the same as the limit imposed by the Bank with respect to the **allianceonline** Services or the Accounts whichever is applicable.

The Bank shall at its discretion be entitled to set out the method by which a Subscriber shall inform the Bank of the Subscriber's Limits, or apply for an increase or decrease of the Limits.

The Subscriber shall not at any time breach or exceed such Limits.

**12.1. Instructions in breach or excess of Limit will be rejected**

The Bank shall at its discretion be entitled to reject and/or refuse to carry out any Instruction or Transaction in breach or excess of the Limits, and such Instruction for the Transaction shall be deemed invalid and void.

**12.2. Subscriber may apply for a variation of Limit**

The Subscriber shall be entitled to apply for an increase or decrease in the Limits and the Bank shall at its discretion be entitled to reject or approve such application, or may approve the application subject to any additional and/or revised conditions.

**12.3. Imposition of New Limits**

New Limits whether applied for by the Subscriber and approved by the Bank, or unilaterally imposed by the Bank shall be notified to the Subscriber in accordance with Clause 20.3, email or the secure email of the Subscriber's mailbox for the **allianceonline** Services by the Bank and shall only become effective and binding from the designated date as provided for in the notification and upon the Subscriber's compliance with the additional and/or revised conditions *(if any)*.

For the avoidance of doubt, the Bank shall at its discretion be entitled to amend, change, vary or withdraw any Limit previously applied for by the Subscriber and approved by the Bank.

**13. DESIGNATED BANK ACCOUNT AND SUFFICIENCY OF CLEARED FUNDS****13.1. Subscriber to designate 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 **allianceonline** Services. In the absence of any express designation of an Account, all Accounts of a Subscriber shall by default be the Designated Bank Account.

Provided that in the alternative to the above, the Bank shall at its discretion be entitled to designate an Account for and on behalf of the Subscriber as the Designated Bank Account and inform the Subscriber of such Designated Bank Account as soon as is practicable.

Without limiting the right of the Bank to terminate or suspend the **allianceonline** 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 to the Subscriber, if the Subscriber closes the Designated Bank Account with the Bank and/or all its other Accounts with the Bank.

**13.2. 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 below.

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:

**13.2.1. 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.

**13.2.2. 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.

**14. WITHOUT PREJUDICE TO ANY OTHER AGREEMENT, TERM OR CONDITION**

The Terms and Conditions shall be without prejudice to, be in addition and not in derogation of (a) any other rules, regulations, terms and conditions governing and regulating the Designated Bank Account and/or the Accounts, and/or (b) any Other Agreement. In the event of any conflict, the more specific provision shall displace the general and the principle of *contra proferentum* shall not apply.

**15. CONDITIONS APPLICABLE TO CERTAIN **allianceonline** SERVICES****15.1 Restrictions on Use**

The Subscriber acknowledges and accepts that in the event of any restrictions whatsoever imposed by the Bank or any relevant authorities, for any reasons, the Subscriber shall not be entitled to use or shall be entitled only to limited use of the **allianceonline** **Services**.

## 15.2 Affordability meter

The Bank may make available to the Subscriber as part of the **allianceonline Services** the ability to view the Subscriber's financial status information which could be of surplus or deficit based on the estimated expenses and income of the Subscriber of the current month. The Subscriber accepts that the financial status information that may be displayed may not be conclusive as to the latest current balance as certain transactions may have been made without the relevant entries being made in time when the data or information is displayed or provided.

## 15.3 Bill Payment to Payees

The Bank may at any time and from time to time provide on its Website a list of approved Payees in which the Subscriber may make payments of bills as part of the allianceonline Services. The Bank may amend or withdraw in its absolute discretion any Payee from its list and the Bank shall not be liable for any loss or damage which the Subscriber may suffer as a result of the Bank's actions. The Subscriber agrees to abide by the then current procedures, requirements and terms of each Payee in respect of settling their respective bills. The Subscriber shall deal directly with the relevant Payee on any dispute that he/she may have and the Bank shall not be under any duty to assist the Subscriber in the resolution of such dispute.

## 15.4 E-Statements

Subject to giving the Subscriber prior notice and the choice of opting out of electronic statements, the Bank may in its discretion send only electronic statements to the Subscriber and discontinue the issuance and sending of physical statements.

Where the Subscriber elects to receive electronic statements of any or all of the Accounts of the Subscriber with the Bank, the Bank shall provide such electronic statements as part of the **allianceonline Services**. Once the electronic statement service is activated, the Bank shall discontinue the issuance and sending of physical statements to the Subscriber. The Subscriber accepts that the Account balance and Transaction history that may be displayed may not be conclusive as to the latest current balance as certain transactions may have been made without the relevant entry being made in time when the data or information is provided.

## 15.5 Lockdown Services

The Bank may make available to the Subscriber as part of the **allianceonline Services** the ability to disable internet and/or Mobile Banking Services where it allows:

- (i) Automated lockdown service upon detection of changes from the pre-registered Mobile Phone's attributes which could include but not limited to a change of the Mobile Phone number and its SIM card and/or change of Mobile Phone.
- (ii) Self lockdown to disable any 3rd party transaction services on **allianceonline** internet banking as well as mobile banking
- (iii) Subscriber required to remember unlock password for the self-service unlock 3rd party transactions services.

The use of this service does not constitute an official dispute report; Subscriber is expected to follow the dispute reporting procedure as per clause 11

## 15.6 Standing Instructions

The Bank may make available to the Subscriber as part of the **allianceonline Services** the ability to request as well as change standing or recurring Instructions on fund transfer or payment of bills including intrabank transfer, interbank transfer, credit and prepaid cards as well as loan/financing repayments. The Bank shall carry out the standing Instructions subject to clause 13 above.

## 15.7 Alerts

The Bank may also make available alert/notification services ("Alerts") to allow the Subscriber, at his/her request to receive specific and timely prompts and/or request an action from Subscriber in respect of certain services and information that are made available by the Bank from time to time or the Transactions that are made in relation to the Subscriber's Account. Each Alert may be notified by e-mail, push notification and/or any other messaging service through mobile phone (supported by certain service provider(s)/mobile phone model only) subject to the relevant terms and charges of the Subscriber's network or mobile phone service provider(s).

An Alert may be delayed or failed to be delivered by factors affecting the service providers, stock exchanges, currency markets and other relevant entities or due to circumstances beyond the control of the Bank and/or the said parties. The Bank does not guarantee the delivery, timeliness or accuracy of the Alert. The information in respect of any Alert may be subject to certain time lags and/or delays.

The Bank reserves the right to determine the nature of transactions for which Alerts are generated, the timing thereof and mode of notification as well as to vary the features of any Alert and/or to terminate any request for any Alert at any time.

## 15.8 Online Share Trading

- 15.8.1 All online trading of shares is subject to rules and regulations, requirements, circulars, guidelines and standard practices as provided by Bursa Malaysia, Bank Negara Malaysia and any other applicable law in Malaysia.
- 15.8.2 The Bank does not provide investment advice and all information, opinion and recommendation issued or found through **allianceonline Services** and/or the Website shall be taken as references only. The Subscriber acknowledges that such information, opinion and recommendation do not constitute and shall not be construed as an offer to sell, or solicitation of an offer to purchase, or advice as to any purchase or sale of any shares.
- 15.8.3 The Subscriber further acknowledges that all information which may be provided by the Bank or obtained through the Website is to the best of the Bank's knowledge and diligence to be accurate as of the date it was posted. However, the Bank makes no representation or warranties and accepts no responsibility pertaining to such information including the accuracy, completeness and reliability of the information.
- 15.8.4 Any information provided by the Bank and/or information obtained through the Website is intended merely to assist the subscriber in making educated and informed decisions and does not preclude the Subscriber from seeking advice and consultation from qualified professionals.
- 15.8.5 The Bank does not guarantee the performance and fitness of any service provider and the Subscriber acknowledges that the systems and internet service provider used by the Bank may be vulnerable to disruption and failure which may result in the Instruction not being executed or delayed in the trading of shares.
- 15.8.6 The Subscriber accepts that the performance of any Instructions with regards to purchase or sale of shares may be at a later time than that at which the Instruction is issued via **allianceonline Services**. While the Bank endeavours to execute any Instructions as soon as reasonably possible, the Bank shall not be held liable for any delays in performing and executing the Instructions.
- 15.8.7 The Subscriber therefore agrees to waive all legal rights and releases the Bank from liability for any loss or damage, directly or indirectly, arising in any way incurred by the Subscriber for any disruption or failure in executing the online share trading via **allianceonline Services**.

## 15.9 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. 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.

**15.10 De-registration of Mobile Banking Service**

The Bank may make available to the Subscriber as part of the **allianceonline Services** the ability to de-register Mobile Banking service when necessitated and/or upon the change or lost of the registered Mobile Phone through any of the following mode:

- (i) Self-service de-registration via login to **allianceonline** webpage, or
- (ii) Contact Alliance Bank Customer Service to request for de-registration of the Mobile Banking service.

**15.11 Report this Transaction**

The Bank may make available to the Subscriber as part of the **allianceonline Services** the ability to report on suspicious Transactions performed via **allianceonline**. Upon receipt of report by the Bank, all online 3<sup>rd</sup> party Transaction will be automatically disabled. On the next business day, the Bank subsequently confirms the report with the Subscriber and follow by the processing of the report as per the eBanking procedure as set out in Clause 27.10.

Notwithstanding on the receipt of the report by the Bank, Subscriber accepts any and all Transactions issued with the Security Codes remains at Subscriber's absolute and sole liability and risk and that Transactions are unconditional and conclusive.

**15.12 Online IPO Application Services (eIPO)**

The Bank may provide online IPO application services (generally referred to as eIPO services) as part of the **allianceonline Services**. To be eligible for eIPO services, the Subscriber must satisfy the criteria laid down by Bursa Malaysia Securities Berhad, the Association of Banks Malaysia and/or Bank Negara Malaysia as may be applicable from time to time. The eIPO services shall only be available to the Subscriber's CDS account and the Subscriber shall be responsible to ensure that the particulars of the Subscriber's CDS account and personal information are accurate for use of the eIPO services.

The Bank will impose fees for use of the eIPO services and shall debit the Designated Account of the Subscriber as applicable. The Subscriber acknowledges that the Bank shall not be liable for the accuracy of the information in connection with any IPO offering that is made available through the eIPO services including any prospectus for a particular IPO offering whether made available via the Website or otherwise. The Bank does not guarantee the timely submission or success of any share application using the eIPO services. The eIPO services shall be subject to further terms and conditions that may be imposed by the Bank, particularly on charges, submission and cancellation of any application.

The Subscriber agrees that the Bank shall have the right and is authorised to debit funds from the Subscriber's account where such funds were credited into Subscriber's account by error as determined by the Bank.

**15.13 Online Rewards Redemption**

The Bank may make available to Subscribers who have credit card accounts with the Bank the redemption of credit card reward points as part of the **allianceonline Services**. The terms and conditions for the redemption of credit card reward points shall be as set out in the credit card terms and conditions or such other terms and conditions that the Bank may impose from time to time as notified in the Website.

In the event of any discrepancy or inconsistency between the terms and conditions of the credit card and these terms, these terms shall prevail.

**15.14 Top Up of Prepaid Services**

The Bank may make available as part of the **allianceonline Services** by way of fund transfer from Designated Account of the Subscriber for the topping up of funds of prepaid services such as telephone charges including mobile phones, e-wallets, toll charges and such other prepaid services of Payees as the Bank may make available from time to time. Such prepaid services may be subject to bank charges which will be automatically deducted from the amount remitted, and such other terms and conditions that may be imposed by the Bank and/or Payees, which shall be notified in the Website.

**15.15 Biometric Fingerprint Login for allianceonline Mobile**

15.15.1 Once your mobile device is successfully registered with the Biometric service, the Bank's **allianceonline** Mobile Application services can be accessed with the registered fingerprint in your mobile device.

15.15.2 To enable this feature, Subscriber will be required to enable it via **allianceonline** mobile. Upon enablement of the finger print access on the settings module, Subscriber is deemed to have given consent to login via the registered fingerprint on the mobile device.



- 15.15.3 The fingerprint login only allows Subscriber to access the **allianceonline** mobile application to view the account balances.
- 15.15.4 Subscriber are advised **NOT** to register any third party(s) fingerprints in your mobile device, as by such registration, the third party(s) will be able to access the **allianceonline** Mobile application to which the Bank shall not be held responsible for such access or any losses or damages incurred by you as a result of such access authorised by you.
- 15.15.5 You acknowledge and agree that, for the purposes of the fingerprint login service, the **allianceonline** mobile application will be accessing the fingerprints registered in your mobile device, and you hereby consent to the Bank processing, accessing and using such information for the provision of the quick access to view account balances.

## 16. PROCESSING OF INSTRUCTIONS INVOLVING BANKING TRANSACTIONS

The Bank may make available a range of services as part of the **allianceonline** Services including payment of credit/prepaid cards, loans/financing, third party bills and fund transfers. The Bank shall use its best endeavour *(without guarantee)* to process Instructions received with respect to the following banking Transactions *(if offered as an **allianceonline** Service for "Individual Use")*, within the time periods below:

### 16.1. Processing of particular Instructions

#### 16.1.1. Telegraphic transfer / Foreign Remittance

Instructions with respect to the telegraphic transfer/ Foreign Remittance if received by the Bank on a Business Day before the designated times stipulated by the Bank to be processed within the times stated by the Bank. Where the Instructions are received after the designated times on a Business Day or received on a non-Business Day, they will be processed on the next Business Day or such other day as the Bank may determine at its absolute discretion.

#### 16.1.2. Inter-bank GIRO System

Instructions with respect to the Inter-bank GIRO System must be received by the Bank on a Business Day before the designated times stipulated by the Bank to be processed within the times stated by the Bank. Where the Instructions are received after the designated times on a Business Day or received on a non-Business Day, they will be processed on the next Business Day or such other day as the Bank may determine at its absolute discretion. The processing of the Instructions by the Bank shall also be subject to the terms and conditions and/or approval of the participating Bank with which the Recipient's account is maintained.

#### 16.1.3. Fund Transfer to Own or Third Party Account

Transfer of funds to either the Subscriber's own Account or to an account of a third party which is maintained with the Bank or other banks, will be processed and transacted immediately.

#### 16.1.4. Other Transactions

Instructions for all other Transactions pursuant to the **allianceonline** Services, received before 15:00 hours on a Business Day will be processed on that Business Day, save for cheque book request which the present cut-off time is 14:30 hours or such other cut-off times as may be determined by the Bank and communicated to the Subscriber from time to time.

#### 16.1.5. Next day processing

Instructions for any Transaction received after the above mentioned times will be processed latest by the next full Business Day.

### 16.2. Processing of an Instruction

For the avoidance of doubt:

#### 16.2.1. Instruction for the transfer of funds by cable, telephone, telegraph or other electronic means

With respect to any Instruction requiring the transfer of funds by cable, telephone, telegraphic or other electronic means, the processing of such Instruction means that the Bank will within the above mentioned time periods endeavour to do all that is required to be done on the part of the Bank to commence or initiate the relevant Transaction.

Whether the Recipient actually receives the transfer of funds within the above mentioned time periods is dependent on factors beyond the control of the Bank, and may or may not be done within the time periods above mentioned.

Subscribers shall bear the sole responsibility of issuing timely Instructions for Transactions made through such third party websites or payment gateway system to meet any due date for payment to Recipients.

**16.2.2. Instructions requiring physical documentation**

With respect to any Instruction requiring the preparation, delivery and/or remittance of physical documentation or payment, the processing of such Instructions means that the Bank will within the above mentioned time periods endeavour to prepare and make ready the documentation or payment required for onward delivery, remittance or transmission.

The actual effecting of any delivery, remittance or transmission (*whether by post, courier, hand or otherwise*) of the physical documentation or payment to, or receipt thereof by the Recipient is not part of the processing of an Instruction, and may or may not be done within the time periods above mentioned.

## 17. CHARGES & ~~allianceonline~~ 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:

### 17.1. Charges

#### 17.1.1. 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.

#### 17.1.2. ~~allianceonline~~ Service Charges

For the use of the ~~allianceonline~~ 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 ("~~allianceonline~~ Service Charges").

#### 17.1.3. 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 be 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 in the manner provided by Clause 17.3 below.

### 17.2. 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.

### 17.3. Debit Designated Bank Account and/or the Accounts

#### 17.3.1. 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.

#### 17.3.2. 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:

17.3.2.1. Any and all charges and interest falling due pursuant to Clauses 17.1 and 17.2 above.

AND,

17.3.2.2. 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 22 below.

#### 17.3.3. Immediate debt

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

## 18. LIABILITIES AND EXCLUSIONS

The Bank shall not be liable to the Subscriber for any cost, expense, 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:

**18.1. Any delay, error or mistake**

From any delay, error, inability, mistake and/or omission in the provision of any **allianceonline** Service of whatever kind, including that arising from and/or incidental to (a) any Law, Bank Negara 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 an Alert and/or inaccurate or incomplete content of an Alert.

**18.2. 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.

**18.3. Acts of God or event not within control of 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.

**18.4. Payment through third party websites or to Payees**

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

**18.5. Information available through the allianceonline Services**

18.5.1 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 Alerts, quotes, news and research data made available through the **allianceonline** Services. All information that is made available on the Website or as part of the **allianceonline** 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 **allianceonline Services** are provided on an "as is" and "as available" basis.

18.5.2 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 **allianceonline 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 **allianceonline 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.

**18.6. Hyperlinks**

18.6.1 For your convenience, the **allianceonline** Services may include, refer to or make available hyperlinks to other websites or content on the Internet that are owned or operated by third parties. Such linked websites or content are not under the control of the Bank and the Bank is not responsible for the contents of or the consequences of accessing any such linked website, nor for any goods or services provided through any such linked websites.

18.6.2 Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content and the Subscriber acknowledges that any access to or use of such linked websites or content is entirely at his/her own risk.

## 19. **BANK'S LIABILITY & LIMIT THEREOF**

Only in the event of any fraud or negligence on the part of any employee of the Bank shall the Bank be liable to the Subscriber, and in such event the Bank shall only be liable to the Subscriber for the **actual sum of money lost from the Subscriber's Designated Bank Account and/or Accounts**, and all other cost, expense, loss, damage and other detriment (*whether direct, indirect, consequential or economic loss*) are excluded.

The Bank shall credit the Designated Bank Account and/or Accounts with such sum (*together with any related charges or interest previously debited*) and the Subscriber shall have no other claim or remedy whatsoever against the Bank.

## 20. **BANK'S RIGHT TO ADD, CHANGE, VARY AND/OR WITHDRAW**

### 20.1. **Bank's discretion & right to add, vary and/or withdraw**

The Bank shall at its discretion from time to time by notice to the Subscriber be entitled to add to, change, suspend, vary and/or withdraw any one or more of the following:

#### 20.1.1. **Any allianceonline Service**

Any one or more of the **allianceonline** Services including the ambit, procedures, categories, number, type and/or scope of the **allianceonline** Services provided, such as the manner, method, procedures, security features or requirements, mode, processing time, the administrative, management and/or operating systems of whatever kind, with respect thereto.

#### 20.1.2. **Any Terms & Conditions**

Any one or more of the Terms and Conditions, including (a) interest rates and/or (b) the terms and conditions of any agreement previously or hereinafter to be executed by the Subscriber with respect to and/or for any **allianceonline** Services.

#### 20.1.3. **The User Guide & content of Visual Display**

Any one or more of the contents in the User Guide and/or provided on the Visual Display, including the list of Payees and the Rules and Regulations.

#### 20.1.4. **The allianceonline Service Charges**

Any one or more of the **allianceonline** Service Charges.

Provided that where the addition, change, suspension and/or variation effected or intended to be effected by the Bank (a) pertains only to form and not substance, or (b) does not otherwise increase the liability of the Subscriber, or (c) is necessitated in the opinion of the Bank by an emergency, or (d) is to implement any guideline, rule or regulation imposed by any authority with power in that regard, then the Bank shall at its discretion be entitled to give no notice or give notice with immediate effect.

### 20.2. **30 days notice**

Provided that 30 days notice shall be given to the Subscriber before any (a) increase in the **allianceonline** Service Charges, or (b) increase the Subscriber's liability.

### 20.3. **Notice of change**

The Bank shall be entitled to give notice to the Subscriber by any one or more of the following means:

#### 20.3.1. **Usual notice**

By notice issued pursuant to Clause 27.1.1 below.

#### 20.3.2. **Placement of notice**

By placing a notice at the premises of the Bank and/or its branches, or via secure email at the Subscriber's mailbox for the **allianceonline** Services.

### **20.3.3. Through User Guide**

By issuing a new User Guide containing the notice, which User Guide may be (a) delivered to the Subscriber pursuant to Clause 27.1.1 below, and/or (b) the Bank may place a notice at the premises of the Bank and/or its branches, informing the Subscriber that a new User Guide is available for the Subscriber's collection.

### **20.3.4. Via Visual Display**

By displaying the notice on the Visual Display.

### **20.3.5. Any other method**

Or, by any other method deemed expedient at the discretion of the Bank.

Provided that where a notice period is stipulated, such period shall commence or end, from or at a date (*as the case may be*) set out in the notice. In the event of any conflict of dates appearing in the forms of notice utilised by the Bank, the earlier date shall prevail and be conclusively binding on the Subscriber.

## **21. BANK'S COPYRIGHT & SECURITY**

### **21.1. No copyright passes to Subscriber**

All copyright, intellectual property rights, property and title in or to the Security Codes, and the Bank's System, namely all the computer system (*hardware and software*) set up by the Bank with respect to the **allianceonline** Services, including (a) the Bank's web site and all the contents therein, including all designs, graphics, images, words and all display elements of whatever kind appearing on the Visual Display, (b) the Bank's User Guide and all the contents therein, and/or (c) 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 **allianceonline** Services, even if not specifically mentioned herein, are owned by the Bank or its suppliers, which rights are protected by copyright laws, intellectual property laws and international treaties.

The Licence does not grant any copyright, intellectual or property right or any other benefit, licence or right of whatever kind to the Subscriber.

### **21.2. Prohibited acts and deeds**

The Subscriber shall not howsoever cause or utilise, or permit to be caused or utilised any Security Code or access to the Bank's System for any other purpose than to issue Instructions with respect to the **allianceonline** Services strictly in accordance with the Terms and Conditions.

Without prejudice to the generality above, the Subscriber shall not do, cause or permit to be done any of the following:

#### **21.2.1. No unauthorised access**

Any unauthorised access to the Bank's System, or utilisation of the Bank's System for any unauthorised purpose, or for any purpose that is in breach of the Law, local or foreign.

#### **21.2.2. No introduction of any software**

Any introduction of any programme, computer virus or any other form of programme or software into the Bank's System.

#### **21.2.3. No copying**

Any copying, downloading, duplication, distribution, publication and/or reproduction of the Bank's System or any part thereof by any means of whatever kind.

#### **21.2.4. No alteration**

Any alteration, cross-compilation, de-compilation, disassembly, decoding, deciphering, examination, reverse engineering, and/or any other form of inspection, interference, modification and/or tampering with the Bank's System or any part thereof.

## 22. 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 **allianceonline** 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 Term & Condition, 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.

## 23. TERMINATION BY NOTICE

The **allianceonline** Services Agreement may be terminated as follows:

### 23.1. Subscriber's termination

The Subscriber shall be entitled to terminate the **allianceonline** Services Agreement by giving notice to the Bank as set out in Clause 27.1.2.

### 23.2. Bank's termination

The Bank shall at its discretion be entitled to terminate the **allianceonline** Services Agreement by giving 14 days written notice to the Subscriber or to any one joint account holder.

## 24. TERMINATION IN EVENT OF DEFAULT OR CROSS-OVER DEFAULT

Provided that in the event of any breach or default by the Subscriber of (a) any Terms and Conditions, or (b) any term or condition in any Other Agreement, the Bank shall at its discretion without incurring any liability, obligation or responsibility of whatever kind to the Subscriber, be entitled (1) to terminate the **allianceonline** Services Agreement or (2) to cease or cancel the provision of any or all of the **allianceonline** Services to the Subscriber.

Notwithstanding anything herein to the contrary, the Bank may at any time, in its absolute discretion, suspend or terminate the Subscriber's right of access to any of the **allianceonline** Services without notice for any reason whatsoever and without any obligation to give any reasons.

## 25. EFFECT OF TERMINATION

Upon termination howsoever occurring, the Bank shall be entitled to the following:

### 25.1. Seek recovery of all sums due

To seek recovery of any and all debts, interest and/or money due or to become due to the Bank.

### 25.2. Cease to provide **allianceonline** Services or part of them

With respect to the **allianceonline** Services which have been ceased or cancelled:

25.2.1. Cancel any or all Security Codes issued to the Subscriber.

25.2.2. Refuse, reject, halt and/or reverse any or all current or further Instruction or Transaction with respect to those **allianceonline** Services which have been ceased or cancelled.

And thereafter permit only partial access to the Bank's System with respect to those **allianceonline** Services which have not been ceased or cancelled (*if any*).

### 25.3. Continuing liability of Subscriber

Notwithstanding any termination, the Subscriber shall continue to be liable to the Bank pursuant to Clauses 17 and 22 above, for all Instructions and/or Transactions effected with any Security Code before or after cancellation of such Security Code, which have not been refused, rejected, halted and/or reversed.

## 26. CONSENT TO DISCLOSURE AND PROVISION OF INFORMATION

- 26.1 The Subscriber expressly and unreservedly consents to the collection, recording, holding, storing and/or otherwise processing of personal data and other information of the Subscriber by the Bank and/or any of the personnel or authorized subcontractors of the Bank for purposes of the **allianceonline** Services.
- 26.2 Without prejudice to clause 27.7 below, the Subscriber expressly consents to the Bank and/or the personnel of the Bank to disclosing any personal data and other information of the Subscriber, whether in Malaysia or to a place outside Malaysia:
- 26.2.1. to any of the Bank's affiliates or service providers which has a legitimate business purpose for obtaining such information, including offering to the Subscriber products or services in connection with or to facilitate the use of the **allianceonline** Services;
  - 26.2.2. to any of the Bank's service providers, affiliates or any other third party as the Bank may consider necessary in order to give effect to any Instructions or Transaction or to comply with any order or request of any court or government or regulatory authority in any jurisdiction;
  - 26.2.3. to any person using the **allianceonline** Services purporting to be the Subscriber or person authorised by the Subscriber where such disclosure is reasonably regarded by the Bank to be necessary to complete any Transaction or to carry out the Instructions; and
  - 26.2.4. to any other joint account holder of the Subscriber's Account;
  - 26.2.5. to any information gathering or processing organisation or department conducting survey(s) on behalf of the Bank;
  - 26.2.6. to the Bank's service provider for the purpose of or in connection with the sale, supply, marketing or promotion of services or products which have been communicated to the Subscriber either prior to or during the opening of Accounts or as stated in any Other Agreement or investigating any complaint or dealing with any query relating to the sale, supply, marketing or promotion of the said services or products; and
  - 26.2.7. to the police or other authorities for the purpose of making a report or facilitating any investigation.

The Subscriber further acknowledges that he/she has read and understood the terms of the Privacy Policy of the Bank which shall be applicable to the use of the **allianceonline** Services.

## 27. MISCELLANEOUS TERMS & CONDITIONS

### 27.1 NOTICES

#### 27.1.1 From Bank to Subscriber

All approvals, confirmations, correspondence and/or notices from the Bank to the Subscriber shall be in writing and in the English language and shall be served either by (a) email addressed to the Subscriber's last email address informed to the Bank in writing, whereupon service shall be deemed upon the Bank's sending of the email, or by (b) secure email to the Subscriber's **allianceonline** Service mailbox whereupon service shall be deemed upon the Bank's sending of the email; (c) ordinary or registered post, addressed to the Subscriber's last known address informed to the Bank in writing, whereupon service shall be deemed upon the expiry of 5 Business Days from posting, regardless of actual service, or by (d) courier service, addressed to the Subscriber's last address informed to the Bank in writing, whereupon service shall be deemed upon the expiry of 2 Business Days from posting, regardless of actual service or (e) broadcasting a message on [www.alliancebank.com.my](http://www.alliancebank.com.my), or (f) notified to the Subscriber in any other manner as the Bank deems fit.



**27.1.2 From Subscriber to Bank**

Save where specifically provided for otherwise, all applications, correspondence and/or notices from the Subscriber to the Bank shall be in writing and in the English language or Bahasa Malaysia and shall be served by (a) registered post, or by (b) courier service, or by (c) contacting the Bank's Customer Service at 03-5516 9988.

Provided that all the above notices shall be addressed to the Bank at the following address:

eBanking Group  
Alliance Bank Malaysia Berhad  
15th Floor,  
Menara Multi-Purpose, Capital Square  
8 Jalan Munshi Abdullah  
50100 Kuala Lumpur

Provided that the Bank shall at its discretion be entitled to deem any notice remitted by the Subscriber by means other than registered post or courier, and received by the Bank as proper notice.

Subject to proper verification, the Bank may rely and act upon any verbal or written instructions received from Subscriber through any mode acceptable to the Bank as it may deem fit in its absolute discretion including but not limited to, by telephone, online or facsimile. The Bank shall not be held liable to Subscriber in any way for acting in good faith upon such instructions notwithstanding that it is subsequently shown that the same was not given by Subscriber 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.

**27.1.3. Notify Bank of change of address**

The Subscriber shall inform the Bank of any and all changes in the Subscriber's business, correspondence and/or residential address provided that any demand or notice issued or received by one joint account holder shall be deemed absolutely binding, conclusive and effective against all joint account holders jointly and severally.

The Bank allows for a change of address to be effected by the Subscriber online as part of the **allianceonline** Services and any such change successfully performed online shall be binding and conclusive on the Subscriber.

**27.2 TIME**

27.2.1 Time wherever mentioned shall be of the essence.

27.2.2 An Instruction received on a non-Business Day or after the cut-off time shall be treated as having been received on the next Business Day.

**27.3 CONCLUSIVE EVIDENCE**

All statements of accounts, records of Instructions and/or Transactions verified and issued by any officer of the Bank in documentary form shall be deemed binding and final on the Subscriber as conclusive evidence of the status of Instructions and/or Transactions, and/or of the sums due from the Subscriber to the Bank.

**27.4 LIMIT ON ACCOUNT BALANCE**

The Bank shall be entitled to require the Customer to maintain a minimum balance at any one time in any Account(s) failing which the Bank may at its absolute discretion impose a penalty, suspend or terminate the Customer use of the **allianceonline Services**.

**27.5 FORBEARANCE AND COMPROMISE**

No delay, failure or forbearance in the exercise of any remedy or right by the Bank shall be construed, deemed or interpreted as a waiver on the part of the Bank. The Subscriber's liability shall not howsoever be diminished or excused by any compromise, forbearance, settlement or any indulgence of whatever kind between the Bank and any other party, including any party providing security of whatever kind to the Bank with respect to the Subscriber.

**27.6 LEGAL PROCEEDINGS**

The Bank shall at its discretion be entitled to commence any and all legal proceedings available to the Bank (a) simultaneously, or (b) one after the other, or (c) in any order or sequence, as the Bank shall in its opinion deem fit.

#### **27.7 DISCLOSURE**

The Subscriber hereby irrevocably authorises the Bank to furnish from time to time all relevant information arising from and/or related to the Subscriber or this **allianceonline** Services Agreement to (a) the Credit Bureau of Bank Negara Malaysia, and/or (b) Dishonoured Cheques Information System (DCHEQS), and/or (c) such other parties with power in that regard, and/or (d) any one or more of the companies related to or affiliated with the Bank (e) any other authorised agent of the Bank and/or (f) other financial institutions in order to execute the Instruction provided that the Bank shall not howsoever be liable to the Subscriber for the furnishing of such information.

#### **27.8 RECONSTRUCTION OF BANK**

The Subscriber's liabilities, obligations and responsibilities shall not howsoever be affected or diminished by any amalgamation, change or reconstruction in the constitution of the Bank. The Bank reserves the rights to assign the rights and obligations under the Terms and Conditions to any subsidiary or affiliate of the Bank.

#### **27.9 SEVERABILITY**

Any term, condition, covenant, provision or undertaking or any part thereof of the **allianceonline** Services Agreement which shall be illegal, unenforceable or void shall not invalidate or render unenforceable, void or voidable any other part of the **allianceonline** Services Agreement. The part of the **allianceonline** Services Agreement which is illegal, unenforceable or void shall be severed from the rest of the **allianceonline** Services Agreement.

#### **27.10 RESOLUTION OF DISPUTES**

Where the Subscriber has any complaint with respect to this **allianceonline** Services Agreement, the Subscriber must refer such complaint to the eBanking Operations together with all relevant information relating to the complaint.

Upon receipt of such complaint, the eBanking Operations shall do the following:

- Suspend Subscriber's access channels such as **allianceonline** Services, ATM access, and/or any other access channels deemed appropriate and necessary.
- Request the Subscriber to furnish any other relevant information in connection with the complaint.
- Upon receipt of all information, the Subscriber shall be provided with reasons for the Bank's action, position or stand as soon as possible.
- Where it is not possible to respond immediately, the Bank shall inform the Subscriber as such and the Bank shall thereafter have 14 days from the date of the Bank's receipt of the complaint to provide the reasons for the Bank's action, position or stand.
- In relation to any complaint lodged with respect to Instructions for Transactions made through third party websites and/or to third party Payees, the Bank will not be able to respond to the Subscriber immediately as the Bank on best effort basis attempts to contact the third party provider to follow up on the request (if any) made through the complaints. The Bank further undertakes to respond no later than 7 Business Days from the date of receipt by the Bank of the third party's response or resolution to the Bank.

#### **27.11 GOVERNING LAW**

27.11.1 The Terms and Conditions shall be construed in accordance with the laws of Malaysia which shall be the governing law.

27.11.2 The Bank and Subscriber hereby submit to the non-exclusive jurisdiction of the Courts of Malaysia but the Terms and Conditions may be enforced in the Courts of any competent jurisdiction.

**27.12 SUCCESSORS BOUND**

The **allianceonline** Services Agreement shall be binding upon the Subscriber's and the Bank's respective assignees, heirs, personal representatives and/or successors-in-title.

**27.13 INTERNATIONAL USE**

The use of the **allianceonline** Services outside of Malaysia is subject to the Exchange Control Regulations of Bank Negara Malaysia or any fiscal or exchange control requirements operating in the country where the transaction is effected or requested; and the laws and regulations of Malaysia and the country where the transaction is effected or requested.

The maximum amount of a transaction and the purpose for which it is effected may be determined by Bank Negara Malaysia and the laws and regulations of the country in which the transaction is effected or requested.

The Subscriber hereby agrees that the **allianceonline** Services shall be used on their own initiative and shall be responsible for compliance with all local laws.



**eBanking Group**  
**Alliance Bank Malaysia Berhad (88103-W)**  
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8 Jalan Munshi Abdullah  
50100 Kuala Lumpur

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