

Alliance Bank Malaysia Berhad  
Biz-Xpress Card (“BXC”)  
(Business Debit Card)  
Terms & Conditions

## Alliance Bank Biz-Xpress Card Terms and Conditions

The Terms and Conditions herein shall govern the use of the Customer's Alliance Bank Biz-Xpress Card ("BXC"), a debit card issued by Alliance Bank Malaysia Berhad ("the Bank") which is binding on the Customer. By virtue of applying for this product, the Customer acknowledges having read and accepted the Terms and Conditions.

The Terms and Conditions herein may be superseded by variations, revisions or changes as may be made by the Bank from time to time, and that the Customer's retention and / or use of the Customer's BXC after the effective date of such variations, revisions or changes shall constitute the Customer's unequivocal acceptance of such variations, revisions and/or changes.

All records and entries appearing in the Statement of Account shall be deemed to be correct and binding on the Customer unless such written notice to the contrary shall have been received by the Bank within fourteen (14) days from the statement date as stated in the Statement of Account. In the absence of such notification from the Customer, the Statement of Account shall be deemed as the Customer's conclusive confirmation and acceptance of all the transactions stated therein.

The Terms and Conditions herewith also be read alongside the Bank's Deposits' Terms and Conditions, Terms and Conditions for BizSmart® Online Service, and any other relevant Terms and Conditions in respect of the Account, as well as other rules and regulations as may be binding on and/or applicable to the Bank from time to time.

### 1. DEFINITIONS

1.1 In this Terms and Conditions, the following terms and expressions shall have the meaning designated to them unless the context requires otherwise:

**"Account"** means the current account which the Customer has or may have with the Bank at any time and includes those accounts opened by the Customer from time to time.

**"Alliance BizSmart® Service"** means the Bank's internet banking facilities or services for BizSmart®.

**"ATM"** means an automated teller machine or card-operated machine including but not limited to the machines belonging to the Bank or other banks located locally and/or internationally participating in the MEPS Network or Mastercard ATM Network.

**"ATM Limit"** means the maximum combined limit that can be set by the Customer at the Bank's ATM for daily cash withdrawal and/or retail purchases made via MyDebit payment network, which shall be shared.

**"Authorised Cash Outlets"** means any branch, office and/or location designated by the Bank or any member institution of which are authorised to accept CIRRUS or MEPS or any other brand owners of which the Bank is a member of Mastercard International to effect Cash Withdrawal.

**"Authorised Merchant"** means any retailer or person, firm or corporation who pursuant to a merchant agreement with the Bank agrees to accept or cause its outlet to accept BXC High Limit when properly presented for payment for the supply of goods and/or provision of services.

**“Bank”** shall mean Alliance Bank Malaysia Berhad (88103-W) and includes its successors-in-titles and permitted assigns.

**“Bills Payment Service”** means the services provided by the Bank to enable the Customer to effect payment of bills to Payee Corporation(s) through the use of Self Service Terminals (SSTs)

**“Biz-Xpress Card (“BXC”)**” means the debit card issued by the Bank for the purposes of depositing cash or cheques via the SSTs and includes any replacement card thereof.

**“Biz-Xpress High Limit Card (“BXC High Limit”)**” means the Biz-Xpress High Limit card issued by the Bank for the purposes of withdrawing or depositing cash or cheques via the SSTs, including MyDebit and Mastercard Debit retail transactions and includes any replacement card thereof.

**“Cardholder”** means the authorized person named on the Card to operate the Primary Account using BXC.

**“Cash Withdrawal”** means cash withdrawn from any Authorised Cash Outlets and ATM.

**“CDM”** means the Cash Deposit Machine belonging to the Bank.

**“CES”** means the Cheque Express Services belonging to the Bank.

**“CIRRUS”** means any banks or financial institutions participating in the Mastercard ATM network managed by Mastercard.

**“Contactless Reader/Terminal”** refers to the radio-frequency identification (RFID) secure reader equipped within a POS Terminal for making payments.

**“Contactless Transaction”** refers to a transaction made by tapping or waving the BXC High Limit in front of a Contactless Reader.

**“Customer”** means the businesses/corporations to whom and for whose use of a BXC is issued by the Bank.

**“Daily Limit”** means the daily limit set by the Bank. The daily limit is applicable for Cash Withdrawal and/or Retail Purchases made via MyDebit, Mastercard Debit payment network and CIRRUS. The ATM withdrawal and Retail Purchases limit for MyDebit and Mastercard Debit payment network are shared.

**“MEPS Network”** means an ATM network operation by Malaysian Electronic Payment System Sdn. Bhd. (MEPS)

**“Monthly Limit”** means the monthly limit set by the Bank. The monthly limit is applicable for Cash Withdrawal and/or Retail Purchases made via MyDebit and Mastercard Debit payment network and Cirrus withdrawals. The ATM withdrawal and Retail Purchases limit for MyDebit and Mastercard Debit payment network are shared.

**“MyDebit / Mastercard Debit”** means a Retail Purchase made by the Customer through a POS Terminal or Contactless Reader installed at the payment counter of any

Authorised Merchant(s) that accepts the Bank's BXC High Limit and routed to MyDebit and Mastercard Debit payment network.

**“Overseas Transaction”** means transaction performed at Authorised Merchants and / or Contactless Reader installed at the payment counter of any Authorised Merchant(s) outside of Malaysia that accepts the Bank's Debit Card and routed to MyDebit payment network.

**“POS Terminal”** means an electronic device belonging to the Bank or any other banks or financial institutions or any other third party in Malaysia or elsewhere that is used to process card payments at the Authorised Merchant outlets which accept payments.

**“Payee Corporation”** means corporation(s) which accept payment of bills by the use of Bills Payment Service.

**“Payment Order”** means an instruction given by the Customer to the Bank through the SSTs to make payments to Payee Corporation(s).

**“PIN”** means a six (6) digit personal identification number of the Cardholder used to access the Services offered through the use of the BXC.

**“Primary Account”** means the main account where MEPS/CIRRUS/MyDebit/Mastercard Debit transactions will take effect via the primary account as identified in the BXC application form.

**“Retail Purchase”** shall mean for the purpose of this Terms and Conditions, all payments for Card-Not-Present and Card-Present-Transaction incurred using the BXC.

**“Security Codes”** means the security codes given by the Bank to the Customer for access to the respective Services comprising of the PIN, TPIN (for Phone Banking Services), TPIN and TAC (for Alliance BizSmart® Services), and includes any other user name, password, personal identification number, digital certificate or any other security codes as the Bank may issue from time to time for access to all or any of the Services and reference to the term “Security Codes” shall mean the security code or codes relevant to the respective Services as the context shall require.

**“Services”** means services offered to the Customer through SST, Debit Card, BizSmart®, Phone Banking and any other electronic banking service that the Bank may offer or introduce from time to time.

**“Statement of Account”** means a statement of account of the Designated Account reflecting the Transactions effected by the Customer using the Card which the Customer may access via Alliance BizSmart® Service.

**“SST”** means the Self-Service Terminals which includes the ATM, CDM and CES.

**“Transaction”** or **“Instruction”** means any and all banking transactions effected through the use of the BXC and shall include but shall not be limited to Cash Withdrawal, Retail Purchase, payment, fund transfer, balance inquiry, deposit of cash or cheque, payment of bills, public share issue application services and any other electronic banking services as the Bank shall offer or introduce from time to time

(whether via ATM, POS Terminal, Contactless Reader, BizSmart® Online or such other terminals or channels that is available to the Cardholder. For avoidance of doubt, the term “Transaction” or “Instruction” shall also include “Card Transactions”.

**2. DELIVERY OF CARDS**

2.1 The Bank shall be deemed to have fulfilled its delivery obligation upon releasing the BXC to the authorized Cardholder based on the BXC application form. The Bank reserves the right to decline the release of BXC where application form and/or company’s written instruction are incomplete or inadequate.

**3. ACCEPTANCE**

3.1 The Cardholder shall sign the BXC immediately upon receipt thereof. The signing of the BXC shall constitute an acceptance and agreement of the Terms and Conditions.

**4. BXC NOT TRANSFERABLE**

4.1 BXC is not transferable and the Customer shall ensure that each BXC is only used by the respective Cardholder.

**5. OWNERSHIP**

5.1 The BXC shall at all times remain the property of the Bank and shall be surrendered upon cancellation or upon demand by the Bank.

**6. CONFIDENTIALITY OF PIN**

6.1 The Cardholder undertakes not to disclose the PIN to any person, failing which the Customer shall be liable to the Bank for any debit entry in the BXC arising from any unauthorised transactions.

6.2 The PIN is strictly confidential and shall be kept secured by the Cardholder and should not be disclosed to anyone under any circumstances or for any reason whatsoever. The Cardholder shall:

- a) sign the BXC as soon as it is received and comply with any security instructions; use a strong PIN which is hard to guess or imitate;
- b) protect the BXC, the PIN, and any card security details;
- c) not select a PIN or use the PIN negligently or recklessly which will contribute to or cause losses from any unauthorised transactions from the use of the BXC by any third party;
- d) destroy any notification of the PIN or the BXC security details and do not disclose the PIN to anyone else including the police and Bank staff;
- e) not allow another person to see the PIN when the Cardholder enters it or it is displayed; and
- f) notify the Bank immediately (verbally and/or in writing) upon becoming aware of the PIN being exposed, used or known to a third party and cut the BXC in half across the magnetic stripe and chip ensuring it’s completely damaged.

6.3 The Cardholder shall take reasonable steps to keep the BXC and PIN secure at all times, including at the Cardholder’s place of residence. These include not:

- a) disclosing the BXC details or PIN to any other person;
- b) writing down the PIN on the BXC or on anything kept in close proximity with the BXC; and
- c) using a PIN selected from the Cardholder’s birth date, identity card, passport, driving license or contact numbers; and allowing any other person to use the BXC and PIN.

- 6.4 Should the PIN be disclosed, exposed or compromised for any reason whatsoever or should the Cardholder forget his/her PIN, the Cardholder hereby undertakes to immediately notify the Bank verbally and/or in writing and return the card, cut into half, to the Bank.

## **7. RESPONSIBILITY FOR TRANSACTIONS**

- 7.1 The Customer is allowed to link up to six (6) Deposit Accounts to the BXC. When more than one (1) Account is linked to the BXC, the Customer should designate one (1) of the Accounts as the Primary Account as per the BXC Application Form.
- 7.2 The Customer shall accept full responsibility for all transactions effected with the use of the BXC whether or not affected with the Customer's knowledge, approval or authority, provided the Daily Limit or Monthly Limit per day shall not exceed the maximum amount stipulated by the Bank with the use of the BXC.
- 7.3 Customers agree that the Bank shall not be liable, responsible or accountable in any way including:
- a) By reason of any loss, damage or injury other detriment by the Cardholder, if transactions are not honored for any reason whatsoever whether due to any mechanical fault or malfunction of any of the SST or any other service outlet or due to any loss or interruption of electricity supply or due to any cause beyond the Bank's control; and/or
  - b) For any loss or any other reason whatsoever arising from the use of the BXC.
- 7.4 The Customer irrevocably authorises the Bank to debit the Primary Account for transactions affected through the use of the BXC.
- 7.5 The Customer shall be liable for all transactions processed by means of a BXC whether or not they are carried out by the Customer or its Cardholder.
- 7.6 All Cardholders act as agents of the Customer when using a BXC. The Customer will ensure that each Cardholder is aware of and complies with these Terms and Conditions.

## **8. CONTACTLESS TRANSACTION**

- 8.1 The BXC High Limit supports Contactless Transactions which are MyDebit and Mastercard Debit contactless. MyDebit and Mastercard Debit contactless payment method is via MyDebit and Mastercard Debit payment network that can be performed at any POS Terminal that displays MyDebit and Mastercard logo; and
- 8.2 Each Contactless Transaction is capped at Ringgit Malaysia Two Hundred and Fifty (RM250.00). In the case where the Contactless Transactions have exceeded the threshold of Ringgit Malaysia Two Hundred and Fifty (RM250.00) for each Contactless Transaction, the Cardholder is required to sign on a transaction sales draft generated by the POS Terminal or enter their PIN at the POS Terminal.
- 8.3 If the Contactless Transaction exceeds the cumulative contactless limit, the Cardholder can still make payment by inserting the Debit Card into the POS Terminal and enter PIN. Once the PIN is confirmed, a transaction sales draft will be issued upon authorisation.
- 8.4 The Contactless Transactions are subjected to the transaction Limit.

**9. OVERSEAS TRANSACTIONS**

- 9.1 Overseas Transactions will be subjected to the fees and charges as stipulated for Overseas Transactions contained in these Terms and Conditions. The exchange rate, where applicable, shall be at the prevailing spot exchange rates on the date of Transaction.
- 9.2 All inter-country Transactions by the Customer shall not violate the laws existing in the country where the Transaction is affected. Where applicable, the Customer shall comply with the guidelines set forth in the Foreign Exchange Policy Notices issued by Bank Negara Malaysia and shall be liable for any infringement of such regulation, including any amendment thereto.
- 9.3 The Bank may at any time give notice, to Cardholder in which the BXC may not be used at any ATMs or Authorised Merchants outside Malaysia and the Bank shall not be liable to the Customer for any loss or damage suffered by the Cardholder resulting in any way from such suspension or termination due to the non-availability of card facilities in such country or countries.
- 9.4 For foreign currency Transactions (Transactions other than those made in Ringgit Malaysia), the rate of exchange on the date of such posting shall be at the prevailing spot exchange rates on the date the Transaction is posted.
- 9.5 Foreign currency Transactions are first converted to US Dollars through Mastercard International before the US Dollars are subsequently converted to Ringgit Malaysia on the date the Transaction is posted into the Customer's Primary Account at the conversion rate and charges as determined by Mastercard International and shall be inclusive of 1% foreign exchange spread by the Bank.
- 9.6 All international purchases made via contactless, or PIN and Transactions via ATMs shall be subjected to the laws existing in the country where the aforementioned Transaction originates. For all such Transactions, the exchange rate, where applicable, shall be at the prevailing spot exchange rate on the date the Transaction is posted.
- 9.7 Customer must comply with all the foreign exchange laws and other regulations of Bank Negara Malaysia and/or the exchange control regulations of any other country where the transaction is executed and shall be liable for any infringement of such regulations, including any amendments thereto.

**10. LIABILITY OF CUSTOMER**

- 10.1 Cardholder is advised not to keep the PIN and the BXC together to protect the Customer's interest. Cardholder shall use all reasonable precautions to prevent loss or theft of the BXC.
- 10.2 The Cardholder shall, during office hours, notify the Bank branch Manager at which the Primary account is maintained or alternatively call the Bank's Call Centre, immediately by telephone and provide written confirmation promptly thereafter in the event that a BXC is lost, stolen or used by someone other than the Cardholder or a PIN is disclosed to anyone other than the relevant Cardholder.
- 10.3 The Customer shall be liable for unauthorised transactions which requires PIN or Contactless Transaction if Cardholder has:
- a) acted fraudulently;

- b) delayed notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorised use of BXC;
- c) voluntarily disclosed the PIN to another person;
- d) recorded the PIN on the Cardholder's BXC, or anything kept in close proximity with the BXC;
- e) left the BXC or an item containing the BXC unattended in places visible and accessible to others; or
- f) voluntarily allowed another person to use the Cardholder's BXC.

- 10.4 Notwithstanding and without prejudice to the generality of the clauses in the Terms and Conditions herein the Customer shall expressly agree that the use of the BXC is at his own risk and shall assume all risk, incidental to or arising out of the use of the BXC. This includes the use of the BXC for any financial and non-financial transactions, including the use of the BXC for the registration of any services, be it provided by the Bank or otherwise.
- 10.5 The Customer cannot use the BXC for any unlawful activities. If the Bank suspects or has reasons to believe that the BXC has been used for any unlawful activity, the Bank may take any actions that the Bank considers appropriate in order to meet any obligation or requirement in Malaysia or elsewhere in the world in connection with the prevention of any unlawful activity including but not limited to fraud, money laundering, terrorist activity, bribery, corruption or tax evasion or the enforcement of any economic or trade sanction. The actions that the Bank may take include immediately suspending or terminating the use of the BXC, making reports and taking such other actions as the Bank may decide as appropriate.
- 10.6 In the event of any proceedings in or analogous to bankruptcy or insolvency of the Customer, the Bank may prove for and agree to accept any dividend or composition in respect of the whole or any part of such money and liabilities against the Customer.

## **11. BILLS PAYMENT SERVICE**

- 11.1 It is the Customer's responsibility to settle the bills in full within the time period stipulated by the Payee Corporation(s).
- 11.2 Any Payment Order made through the SST shall be deemed to be completed and final once the ATM has successfully executed the Payment Order and the Customer's Account is debited.
- 11.3 The Customer shall accept the Bank's records of Payment Order processed by the use of the Bills Payment Service as being conclusive and binding for all purposes whatsoever.
- 11.4 The Bank reserves the right to add, amend, and/or withdraw any Payee Corporation from its Services without assigning any reason(s) thereof and shall not be held liable for any loss or damage suffered because of such action.
- 11.5 For the purpose of the Bills Payment Service through the SST, the transfer/deposit of funds shall be subjected to the respective Payee Corporation's minimum limit.
- 11.6 Where there is a dispute between the Customer and the Payee Corporation(s) in paid in excess than what is due to the Payee Corporation(s), the Customer shall settle such dispute with or obtain an adjustment or refund from, as the case may be, the Payee Corporation(s).

- 11.7 Any instruction for transfer of funds made through the ATM shall be deemed to be completed and final once the ATM has successfully executed the instruction to debit the Customer's Account and credit the beneficiary's account. It is the Customer's responsibility to advise the beneficiary of the transfer of funds.
- 11.8 Transfer of funds executed through the ATM to Accounts linked to the BXC is not subjected to the Daily Limit and Monthly Limit as specified in the Biz-Xpress Application Form.
- 11.9 Transfer of funds through the ATM to Accounts not linked to the BXC (own account or third-party accounts) is subjected to the Daily Limit and Monthly Limit.
- 11.10 The Customer agrees that the Bank shall not be liable for any claims, expenses, losses or damages suffered by the Customer arising out of or in connection with the Customer's use of the Bills Payment Service or Customer's failure to comply with its applicable terms.
- 12. FEES AND OTHER RELEVANT CHARGES**
- 12.1 The Customer agrees to pay the relevant Charges and authorises the Bank to debit his/her Primary Account, at any time notwithstanding that such debiting may cause the Account to be overdrawn.
- 12.2 The applicable fees and charges in relation to the Services (as may be updated from time to time), shall be displayed at the Bank's website at <https://www.alliancebank.com.my/fees-and-charges> and/or be available at any of the Bank's branches.
- 12.3 The Bank may impose and/or vary charges with from time to time for any existing or future Services provided by the Bank and/or the MEPS. Such charges shall be debited from the Primary Account in which the transaction is performed.
- 13. REPLACEMENT & ADDITIONAL**
- 13.1 The Cardholder shall provide a written request to the Bank for any request for replacement of the BXC and the approval for such request is according to its policies of the Bank and shall be subjected to the Terms and Conditions prevailing at that time.
- 13.2 Any request for additional BXC shall be supported by the BXC Application Form and supporting documents and it is according to the policies of the Bank and shall be subjected to the Terms and Conditions prevailing at that time.
- 13.3 The Bank reserves the right to impose a charge for each replacement of the BXC which is lost or stolen or if the PIN is forgotten or refuses replacement of the BXC without assigning any reasons therefor.
- 14. TERMINATION AND/OR SUSPENSION OF BXC**
- 14.1 The Bank shall be entitled according to its policies to terminate and/or suspend the BXC at any time with at least twenty-one (21) calendar days prior written notice to the Customer. The Customer understands and agrees that the Bank may terminate and/or suspend the BXC upon the occurrence of any one or more of the following events:

- a) if the Customer and/or Cardholder fails, neglects or defaults in the payment of any sum of money when due and payable to the Bank whether formally demanded or not;
- b) if the Customer and/or the Cardholder breach any of the Terms and Conditions herein;
- c) if the Customer and/or the Cardholder have furnished false or inaccurate information to the Bank;
- d) if the Customer and/or the Cardholder exceed his/her Daily Limit and/or Monthly Limit granted by the Bank;
- e) if the Customer and/or the Cardholder commits an 'act of bankruptcy' or has an order made against it or a resolution is passed or petition is presented against it for its winding up or goes into liquidation or a receiver is appointed over its assets or enters a composition or other arrangement with its creditors;
- f) if the Cardholder shall become insane or die.

## 15. VARIATION

- 15.1 The Bank reserves the right to add, modify or delete any of these rates, fees and charges, or any of these Terms and Conditions at any time by giving at least twenty-one (21) calendar days prior written notice before implementing the changes. The changes will take effect on the date stated in the notice. In situations where changes are made pursuant to laws or regulations, is administrative in nature or for clarification purposes, notice of a shorter period or immediate notice will be given.
- 15.2 The notification in Clause 15.1 may be made by the Bank in the Statement of Account and/or in any other manner as the Bank shall consider, in its discretion, what it deems appropriate in accordance with principles of fair treatment of customers.
- 15.3 Any alteration referred to Clause 15.1 shall take effect on the date specified by the Bank. Retention or use of the BXC after the effective date specified by the Bank shall be deemed to constitute acceptance of such alteration(s) without reservation by the Customer.
- 15.4 In the event the Customer shall not agree to such alteration(s), the Customer shall immediately surrender the BXC and return it to the Bank, cut into half and with holes punched through both the SMART chip and magnetic strip, failing which the Customer shall be deemed to have accepted such alterations.

## 16. INDEMNITY

- 16.1 The Customer agrees that the Bank shall not be liable for all claims, demands, action, proceedings, loss, expenses (including legal cost on a solicitor and client basis) and all other liabilities of whatsoever nature which may be made, taken, incurred or suffered by the Bank in connection with or in any manner arising out of the use of the BXC by its Cardholder or by any person to whom the Cardholder has provided access, except to the extent that such loss or liability is directly caused by the Bank's willful negligence.
- 16.2 The liability of the Customer shall be a continuing liability and shall remain in full force and effect until the liability to the Bank is fully discharged. This indemnity shall be binding upon the Customer and his or her personal representatives and heirs or successors in title.

- 16.3 The Bank shall not be liable for any act or omission of any of the SST or any other service outlets howsoever caused to Customer, including without limitation to any refusal to honour the BXC or any statement or other communication made in connection herewith or any defect or deficiency in goods or services supplied through the use of the BXC.
- 16.4 The use of BXC's by the Cardholder shall also be subjected to the prevailing Terms and Conditions governing the operation of the relevant accounts.
- 16.5 In the event the Customer is in partnership or in other unincorporated body of persons, the liability of all the partners of all the persons comprised in the relevant body of persons shall be joint and several.
- 16.6 The Customer shall remain liable in respect of all transactions entered
- a) Prior to any notification to the Bank of loss or theft of the BXC and/or
  - b) By any person(s) with the PIN (whether authorised or unauthorised).

## **17. TELECOMMUNICATION**

- 17.1 Subject to proper verification, Customer agrees that the Bank is authorised to treat any verbal or written instructions, including but not limited to, by telephone, online or facsimile which the Bank believes came from the Cardholder(s) and act on it. Customer agrees that the Bank shall not be held liable for any loss, delay, or damages resulting from acting in good faith on instructions, provided that the Bank adhered to its verification procedures.

## **18. STATEMENT OF ACCOUNT**

- 18.1 Any transaction slip issued by SSTs on making withdrawal shall only represent what the Cardholder purports to have withdrawn and shall not for any purpose whatsoever be taken as a conclusive statement of the Customer's account(s) with the Bank.
- 18.2 A Statement of Account setting out all the transactions on the account will be made available electronically once a month via Alliance BizSmart® for Alliance BizSmart® user unless we receive an instruction to the contrary from the customer with no charges.
- 18.3 The customer is advised to check the entries in the Statement of Account and immediately notify the Bank in writing if any error or discrepancy is found therein. In the absence of any objection within fourteen (14) calendar days from the date of the Statement of Account, all entries therein are correct. The Bank reserves the right to make corrections as and when necessary if the error is discovered by the Bank.
- 18.4 The account transactions history for a period of up to the past 12 months can be viewed and downloaded in the form of a statement via Alliance BizSmart®.
- 18.5 Hardcopy statement can be requested in branch with a fee imposed (waivers are available subject to Bank's policies). For more information on Fees and Charges, please refer to <https://www.alliancebank.com.my/fees-and-charges>

## **19. NOTICE OF ADDRESS AND SIGNATURE CHANGE**

- 19.1 All statements, correspondence and communications including the service of any legal documents sent by post or left at the Customer's last known address, email, phone, fax or such other forms of contact as per the Bank's record shall be deemed to have been made on the date stipulated in the notice and / or date of posting. Any changes

to the Customer's address, email, phone, fax or such other forms of contact must be made in writing and signed by the Customer in accordance with the specimen signature lodged with the Bank and be promptly notified to the Bank in writing.

- 19.2 Customers must ensure that the signature used in all cheques, documents and correspondence with the Bank matches the specimen signature provided at the time of account opening. If the Customer wishes to change their signature, kindly contact the Bank to arrange for affecting the same.

## **20. SERVICE OF LEGAL PROCESS**

- 20.1 The Customer hereby agrees that the service of any writ of summons or any legal process in respect of any claim arising from or connected with these Terms and Conditions may be effected by forwarding a copy of the same to the Customer by way of the prepaid registered post sent to the Customer's address as stated in the Bank's Account Opening Application Form or such other address notified by the Customer and received by the Bank from time to time or any other manner permitted by the relevant laws and such service shall be deemed good and sufficient service thereof on the Customer after the expiration of seven (7) days from the date of posting thereof notwithstanding that the same may be returned undelivered.

## **21. CERTIFICATE OF INDEBTEDNESS**

- 21.1 A certificate signed by the officer of the Bank as to the monies for the time being due and owing to the Bank from or by the Customer shall be conclusive evidence or proof against the Customer for all purposes whatsoever including for purposes of any legal proceedings.

## **22. SEVERABILITY**

- 22.1 The invalidity or unenforceability of any of the provisions herein shall not substantially nullify the underlying intent of these Terms and Conditions and the invalid or unenforceable provision shall be severable and the invalidity or unenforceability of any term or provision in these Terms and Conditions shall not affect the validity or enforceability of the other terms or provisions herein contained which shall remain in full force and effect.

## **23. DISCLOSURE**

- 23.1 The Customer irrevocably consents to and authorises the Bank and its officers and employees to disclose and furnish all information concerning the Customer's particulars and affairs (financial or otherwise), account details, relationship with the Bank, the terms of agreement and any other matters relating to the Customer or its business and operations to the following classes of persons in such manner and to such extent as the Bank according to its policies may consider necessary.
- a) the Bank's related companies by virtue of Section 7 of the Companies Act 2016 or any associated company of the Bank (the Bank together with the aforesaid related/associated companies are collectively referred as "Alliance Bank Group") and their assignees and successors-in-title. For avoidance of doubt, disclosure to Alliance Bank Group shall be for facilitating the operations, businesses, cross-selling and other purposes of the Bank and/or the Alliance Bank Group provided always that the disclosure for cross-selling purposes shall not be effected if such disclosure is objected by the Customer upon written notification to the Bank;
  - b) any person for or in connection with any action or proceeding taken to recover monies due and payable by the Customer to the Bank;
  - c) regulatory bodies, government agencies, tax authorities, the police, law

- enforcement bodies and courts, both within and outside of Malaysia including pursuant to the Foreign Account Tax Compliance Act of the United States;
- d) other banks or financial institutions including Cagamas Berhad, Credit Guarantee Corporation (Malaysia) Berhad (if applicable) and any other relevant authorities as may be authorised by law to obtain such information, or such authorities/agencies established by Bank Negara Malaysia, or any agencies established by the Association of Banks in Malaysia/Association of Islamic Banks in Malaysia;
  - e) Central Credit Reference Information System, Dishonoured Cheques Information System, credit bureaus, credit reporting agencies and corporations set up for the purposes of collecting and providing credit information;
  - f) the Bank's accountants, auditors, solicitors, advisors, consultants and/or other agents as may be required for the proper performance of their functions, duties and obligations to the Bank and the Alliance Bank Group;
  - g) the Bank's service providers, nominees, agents, contractors or third party service providers engaged by the Bank and its related or associated companies to carry out the Bank's functions and activities;
  - h) any entities which the Bank deems fit taking into consideration public interest, allegations of fraud/forgery/any crime allegedly committed through the Account and/or by the Customer;
  - i) an external party as may be required for any corporate exercises/due diligence activities undertaken by the Bank and/or Alliance Bank Group;
  - j) any party(ies) which in the future may express intention to acquire an interest/shareholding in the Bank pursuant to any proposed arrangement, composition, merger, acquisition/restructuring between the Bank and such parties; and
  - k) any other persons or entities with the Customer's prior consent.

## **24. FORCE MAJEURE**

- 24.1 Without prejudice to any provisions of this Terms and Conditions, the Customer agrees not to hold the Bank liable in the event that the Bank is unable to perform in whole or in part any of its obligations under this Terms and Conditions, attributable directly or indirectly to the failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, industrial dispute, any act beyond the Bank's control or due to any factor in a nature of a force majeure. The Bank will take reasonable steps to minimize the impact of such events and resume banking services as soon as practicable.

## **25. GENERAL DECLARATION**

- 25.1 The Customer acknowledges that a copy of the Product Disclosure Sheet ("PDS") from the Bank (via the Branch or website at [www.alliancebank.com.my](http://www.alliancebank.com.my)) has been obtained.
- 25.2 The Customer authorises the Bank, from time to time, to access, obtain, verify and/or use any data or information from any source (including credit reference agencies, Bank Negara Malaysia ("BNM"), the Credit Bureau and/or the Central Credit Reference Information System ("CCRIS") and such relevant authorities) for purpose of evaluation of credit standing, usage of this product and any facility or service that the Customer has or may have (whether or not with the Bank).

**26. QUERIES / COMPLAINTS**

26.1 If there are any service-related queries or complaints, the Customer may call the Bank at +603 5516 9988 (Malaysia), from 8:00 a.m. to 10:00 p.m. daily.

26.2 If the Customer's query or complaint is not satisfactorily solved by the Bank, the Customer may contact BNMLINK or Financial Markets Ombudsman Service (FMOS) at:

Bank Negara Malaysia Peti Surat 10922 50929 Kuala Lumpur	Tel.: 1-300-88-5465 (Malaysia) or +603 2174 1717 (Overseas) Operating Hours: 9:00 a.m. – 5:00 p.m. (Monday – Friday except for public holiday) Website: <a href="http://bnmlink.bnm.gov.my">bnmlink.bnm.gov.my</a>
Financial Markets Ombudsman Service (FMOS) Level 14, Main Block, Menara Takaful Malaysia No.4, Jalan Sultan Sulaiman 50000 Kuala Lumpur.	Tel.: +603 2272 2811 Operating Hours: 9:00 a.m. – 5:00 p.m. (Monday – Friday except for public holiday) Website: <a href="https://www.fmos.org.my">https://www.fmos.org.my</a>

**27. ANTI-BRIBERY AND CORRUPTION**

27.1 The Bank has instituted and maintains policies and procedures designed to prevent bribery and corruption by the Bank and its directors, officers, or employees; and to the best of the Bank's knowledge, neither the Bank nor any director, officer, or employee of the Bank has engaged in any activity or conduct which would violate any anti-bribery or anti-corruption law or regulation applicable to the Bank. The Bank has not, and covenants that it will not, in connection with the conduct of its business activities, promise, authorize, ratify or offer to make, or take any act in furtherance of any payment, contribution, gift, reimbursement or other transfer of anything of value, or any solicitation, directly or indirectly to any individual.

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

**28. HOW TO CONTACT US**

28.1 For further assistance, please call the Bank's Business Banking Contact Centre or visit any Alliance Bank branches.

Business Banking Contact Centre	Tel.: 1-300-80-3388 (Malaysia) or +603 5624 3888 (Overseas) Operating hours: 9:00am to 6:00pm (Monday – Friday except for public holiday) Email: <a href="mailto:bbcc@alliancefg.com">bbcc@alliancefg.com</a>
Bank Branches	Operating Hours: 9:15am to 4:15pm (Peninsular Malaysia) 9:00am to 4:00pm (East Malaysia) (Monday – Friday except for public holiday)