



**AmBank**

**Family 1<sup>st</sup>**

## FAMILY FIRST SOLUTION TERMS AND CONDITIONS

AmBank (M) Berhad (Company No. 8515-D) a company incorporated in Malaysia under the Companies Act, 1965 and having its registered address at Level 22, Bangunan AmBank Group, No. 55 Jalan Raja Chulan, 50200 Kuala Lumpur ("the Bank") is desirous of extending an enhanced banking services and/or privileges to an eligible customer (as defined herein) who enrolled for the Family First Solution and in accordance with the terms and conditions set forth herein.

### 1 Definitions And Construction

- 1.1 In this terms and conditions and in the Schedules and Appendices hereto (if any), the following words and expressions shall have the meanings assigned to them except where the context otherwise requires:-
- "The Bank" means AmBank (M) Berhad together with any of its Related Companies, as defined hereunder.
- "EA" means the Family First Everyday Account which is a current account opened and maintained under the Family First Solution with the Bank subject to the terms & conditions governing the EA.
- "Family First Account" means the collective reference of the EA, the SSA and any other related account(s) as may be determined by the Bank from time to time at its sole and absolute discretion under the Family First Solution.
- "Family First Card" means a PMPC electronic card issued by the Bank to the Member subject to the terms & conditions herein governing such PMPC.
- "Family First Solution" means such banking products, services and/or privileges available to Member under the Membership subject to the terms prescribed herein or in other related terms, including banking services related to and such other services as the Bank may from time to time make available to Member subject to such terms and conditions determined by the Bank at its sole and absolute discretion.
- "Member" means the Bank's Customers whose application for the Family First Account has been accepted by the Bank.
- "PMPC" means an electronic card issued and operated by the Bank and having a combination of the following usage (i) for operation of the Family First Account at the automated teller machines ("ATM") of the Bank and/or such other ATMs as may be designated by the Bank from time to time and (ii) an identity for the Member to enjoy privileges offered by the Bank and such other usage as may be determined by the Bank from time to time as it deems fit.
- "Quarterly consolidated statement" means statement of account (s) issued by the Bank to the Member in relation to the Family First Account.
- "Related Companies" means companies related to the Bank by virtue of Section 6 of the Companies Act, 1965.
- "SSA" means the Special Savings Account(s) opened and maintained under the Family First Solution with the Bank subject to the terms and conditions governing the SSA.
- 1.2 Words denoting person shall include any body or persons incorporated or unincorporated. Words importing the singular shall also include the plural and vice-versa. Words importing the masculine gender shall include the feminine and neuter gender.
- 1.3 The marginal headings or headings of clause are for ease of reference only and shall be ignored in construing this terms and conditions.
- 1.4 All schedules and or appendices annexed to this Agreement shall be taken, read and construed as essential parts of this terms and conditions.
- 1.5 Any reference to the provisions of any guidelines, written law, legislation or statutes shall include any statutory modification or re-enactment thereof.
- 1.6 Any provision, liberty, power or discretion which may be exercised or determined by the Bank hereunder may be exercised or made in the Bank's absolute and unfettered discretion at any time and from time to time and the Bank shall not be under any obligation to give any reason for the same.
- 1.7 In the event that there are two (2) or more persons comprised in the expression "the Member" or the "accountholder" the following terms shall be applicable:
- All terms and conditions expressed to be binding on or made by any of the Members or the accountholders shall be deemed to be made by and binding upon such persons jointly and severally;
  - Any notice or other communication by the Bank to the principal Member shall be deemed as sufficient notice or communication to all the accountholders; and

- (iii) Any one of the joint accountholders or the Member of the Family First Account may issue instructions or notices in connection with the operation of the Family First Account, including closing the Family First Account and the Bank shall be entitled to act upon and rely on such notices or instructions without any enquiry subject always that the Bank's internal procedures and related guidelines in relation to such instructions or notices have been adhered to.

## 2 Benefits of Family First Solution

- 2.1 Subject always to the Bank's sole and absolute discretion, the benefits of Family First Solution shall include:
- (i) One (1) current account (EA) inclusive of a cheque book; and
  - (ii) A maximum of ten (10) SSA with personalized name for each account;
  - (iii) A Family First Card with ATM functionality and member privileges;
  - (iv) Online budgeting and savings tools, which include budget planner, savings goal and saving over time;
  - (v) Financial and non-financial privileges packaged by the Bank and its Related Companies for Members;
  - (vi) Consolidated statement of the EA and the SSA on quarterly basis or as may be determined by the Bank from time to time as it deems fit.
  - (vii) Life Guide - an informative guide on needs based on life stages; and
  - (viii) Privileges offered by external business partners and merchants and such other benefits and services that the Bank may offer from time to time to Members.
- 2.2 The Bank reserves the rights to vary, suspend, withdraw or terminate any or all the Family First Solution benefits under the Membership without a need to assign any reason thereto.
- 2.3 The Member is bound by the respective banking product, services, investments and privileges prevailing terms and conditions in addition to the terms and conditions herein.

## 3 Family First Solution Membership

- 3.1 Eligible customers may apply and open the EA where the EA is linked to a maximum of ten (10) SSA.
- 3.2 In the event that two (2) or more eligible customers apply for joint Membership, they are required to apply for a joint Family First Account where one of them shall be the principal account-holder and the other the supplementary account-holder(s) of the respective joint Family First Account. The maximum joint account holders shall not exceed three (3) individuals per account.
- 3.3 Upon acceptance of any Membership by the Bank, the Member shall receive a confirmation from the Bank on the Membership of Family First Solution and the opening of the EA.
- 3.4 The Bank reserves the right at its sole and absolute discretion to impose Membership fee at any rate as may be determined by the Bank from time to time and Members will be notified in relation to any imposition of such fee as the Bank deems fit.
- 3.5 Members will also have access to staff of the Bank for personalized banking and financial advise on Family First Solution and other related facilities and/or services offered or made available by the Bank at any of the Bank branches nationwide.
- 3.6 Any advise of the staff of the Bank shall only serve as a guide and may not be suitable for all Members. Members are recommended to contact an independent financial advisor before making any decision. The Bank shall not be responsible and/or liable for any damages and all consequences resulting or arising therefrom.
- 3.7 The Membership shall be terminated upon the Bank's receipt of notice of the death or incapacity of the Principal Member and the right of survivorship shall apply. The Bank shall be entitled to pay any credit balances in the Family First Account to the survivor and if more than one survivor, in their joint names provided that prior to such payment the Bank shall be entitled to set off the indebtedness of any of the joint Members under any account with the Bank and/or with any company within the Related Companies from the payment. For the avoidance of doubt, the death or incapacity of any other Member shall not terminate the Membership, the Family First Account or the Family First Card held by other joint Members.
- 3.8 In the event that the EA is closed, the Membership will automatically be terminated.

## 4 Family First Account

### 4.1 Everyday Account (EA)

- 4.1.1 Eligibility:
- (i) The EA is made available under the Family First Solution by the Bank exclusively to individuals or persons inclusive of the staff of the Bank and its related companies subject to the terms and conditions stipulated herein and other related terms, conditions and/or internal procedures governing the Bank.
  - (ii) All Members are required to open an EA with the Bank that can be linked to a maximum of ten (10) SSA.
  - (iii) Each Member is allowed to open one (1) conventional EA.
- 4.1.2 Opening Of Accounts:
- (i) No introducer is required.
  - (ii) The EA must be opened with an initial amount of minimum deposit as prescribed by the Bank and maintain balance of the EA not less than such minimum amount as required by the Bank at its sole discretion from time to time.

- (iii) The opening, usage and continuance of the EA is at the sole and absolute discretion of the Bank.
- (iv) Single and joint account holders are allowed as authorized signatories subject to a maximum of three (3) joint names with only signing condition of either one (1) of the account holders to sign.
- (v) Account holders will ensure that the operation of the EA or any other related account(s) of the account holders with the Bank is active and satisfactory and the terms and conditions of such account(s) are observed at all times.

#### 4.1.3 Closure And/Or Suspension Of Family First Account:

- (i) The Bank may at any time, without prior notice to the account holders, close and/or suspend the account holders' account(s) without assigning any reason thereto. The Bank shall be immediately released from any further obligations and shall have the right to refuse payment of any cheque drawn on such account and subsequently presented. Account holders agree to be responsible for any and all consequences resulting or arising therefrom and shall fully indemnify the Bank from and against any costs, expenses, losses, claims, damages or liability which the Bank may incur or incurred as a consequence of such closure and/or suspension of account(s).  
Upon receiving the relevant documents as stipulated hereinbelow:-
  - (a) Bankruptcy Notice against the account holders; and/or
  - (b) Garnishee Order to garnish the account holders' account(s); and/or
  - (c) Injunction against the account holders and to prohibit the account holders from withdrawing any amount in the account holders' account(s);

The Bank may at any time, without prior notice to the account holders to freeze and/or suspend the account holders' account(s). The Bank reserves the right at its sole and absolute discretion and without prior notice to the account holders, to refuse to make payment for any cheques issued by the account holders presented for clearance. The Bank shall not be responsible and/or liable for any damages and all consequences resulting or arising therefrom.
- (ii) In the event of closure of the EA, the account holders undertake to forthwith return all unused cheques. The Bank reserves the right to deduct all charges or any sum payable to the Bank hereof and in the absence of any cause to the contrary, the Bank may at its discretion:-
  - (a) send to the account holders its cheque for the balance standing to the credit of such account to the last known address of the account holders; or
  - (b) allow the account holders to collect the balance from the Bank during the Bank's business hours; or
  - (c) transfer any balance in the EA to the Bank's unclaimed monies account.
- (iv) In the event that the EA is closed, all the SSA linked to EA will automatically be closed.

#### 4.1.4 Alternative Channels:

- (i) The account holders may use other channel of banking application or mode of banking system (hereafter referred to as 'alternative channel') when operating the EA as may be offered by the Bank from time to time, subject to the terms and conditions governing the respective alternative channels.

#### 4.1.5 Cheques:

- (i) The account holders are deemed to have read and understand all the terms and conditions stated in the cheque book.
- (ii) Cheques may only be drawn in Ringgit Malaysia.
- (iii) No alteration whatsoever shall be made on the cheque(s). The Bank reserves the right to dishonour and return cheques which in the Bank's opinion, bear any form of alteration and/or discrepancy.
- (iv) Cheques drawn payable to the order of third parties must be endorsed and such cheques will be accepted for deposit only at the discretion of the Bank. Account holders are liable for any losses, costs, claims, expenses or damages that may arise from the Bank's confirmation of endorsements on all cheques, bills, drafts and other documents endorsed by the account holders and paid into the EA.
- (v) For cheques sent by post, the words "OR BEARER" should be crossed and details of the crediting account must be written at the back of the cheque.
- (vi) For stop payment on a cheque, a complete and clear instruction must be given to the Bank in writing duly executed by authorized signatories. The instructions should include (i) cheque number (ii) date, (iii) payee's name and (iv) amount. Stop payment instructions received via other channel of application as may be offered by the Bank will subject to the terms and conditions governing the respective alternative channels. Upon receipt thereof, the account holders will complete any further documentation required by the Bank. The account holders agree:-
  - (a) to indemnify the Bank from and against any loss of any kind which may be suffered by the Bank as a result of payment or non-payment of the cheque;
  - (b) that the Bank will not be liable for failing to carry out the account holders' instructions for whatever reason;
  - (c) to notify the Bank promptly in writing if the cheque is recovered or destroyed or when the instructions are to be cancelled;
  - (d) that the instruction(s) are automatically cancelled six months after the date of the cheque or the date of the instruction(s) whichever is the earlier.
  - (e) The Bank may supply photocopy(ies) of cheque(s) and documents within reasonable time to the account holders on request and upon payment of a reasonable charge as determined by the Bank. The Bank may at its discretion

destroy the account holders' cheques and/or all other documents relating to the account after the expiry of the retention period of seven (7) years or such period provided for in the Bank's record retention policy.

#### 4.1.6 Deposits And Withdrawals:

- (i) The account holders may not draw against uncleared bills, drafts or cheques (whether drawn on the Bank or sent for collection) paid in or deposited by the account holders until the proceeds or advice of final payment thereof have been unconditionally received by the Bank. The Bank reserves the right to recover from the account holders, in full (by debiting any account of the account holders or otherwise), any loss sustained by it as a result of the non-payment, for whatever reason, of such bills, drafts or cheques. All instruments received for collection after normal clearing time on any day will be treated as received for the account holders' account(s) on the following business day.
- (ii) The account holders are responsible to deposits of current dated cheques only. The Bank shall not be responsible for any post-dated cheques that has been deposited and sent for clearing. A penalty charge at a rate determined by the Bank in its absolute discretion will be levied on the account holders for depositing a post-dated cheque.
- (iii) The Bank shall not honour any cheque with technical errors, which include but are not limited to a post-dated cheque, a cheque showing inconsistency between words and figures, cheque with illegible handwriting and mutilated cheque. All items (except cash) received for credit of the EA are subject to collection. The Bank will debit the EA in respect of any cheques or other items credited to the EA which are returned unpaid, and when the proceeds are not received by the Bank within normal collection period. The Depositor shall be liable to pay to the Bank all customary collection charges with respect to these cheques and/or items and/or proceeds.
- (iv) The account holders are requested to observe the same style of signature as per the specimen registered at the Bank. In the event of an account holder changing his signature, such change must be notified in writing immediately to the Bank.
- (v) The account holders are also required to notify the Bank as early as possible of any change in the account holders' address(es), telephone number(s) or other particulars recorded with the Bank in writing and duly executed by the account holders or the authorised signatory (ies).
- (vi) No account is to be overdrawn except with the Bank's prior approval and subject to such terms and/or charges as may be imposed by the Bank from time to time as it deems fit.
- (vii) The account holders shall at all times ensure that there are sufficient funds in his/her account to settle all outstanding cheques issued and fund transfer to special purpose savings account(s) assigned via standing instruction. The Bank reserves the right without notice to the account holders to reject/return all inward cheques presented due to insufficient funds in the account holders' account including but not limited to a shortage of funds arising from the withdrawal of funds by the account holders after the receipt and clearance by the Bank of inward cheques but prior to payment being effected by the Bank on said cheques.
- (viii) The Bank shall be entitled to debit any amount which is erroneously credited into the account holders' account(s) by the Bank.

#### 4.1.7 Account Opened In Names Of 2 And More Individuals:

- (i) All joint personal account holders shall be held liable for any debit balance in their joint account and their liability shall be joint and several. In the event of death of either account holder, any balance remaining in the credit of the joint account may be paid to the survivor, subject to compliance with all relevant laws, rules and regulations.
- (ii) A cheque payable to two (2) or more payees jointly (Example: Cheque payable to "A AND B") must be deposited into joint account in the name of all the payees. Cheque payable in the alternative to one of two (2) or one of some several payees (Example: Cheque payable to "A OR B" or payable to "A AND/OR B") shall not be accepted for deposit.

## 4.2 Special Savings Account (SSA)

### 4.2.1 Eligibility:

- (i) The SSA is made available by the Bank exclusively to individuals or persons inclusive of the staff of the Bank and its related companies, who are the account holders of the EA maintained with the Bank subject to the terms and conditions stipulated herein and the terms and conditions governing the EA and/or internal procedures of the Bank.

### 4.2.2 Opening Of Account:

- (i) The opening, usage and continuance of the SSA is subject to the Bank's discretion.
- (ii) The SSA authorized signatories must be the same as the authorized signatories of EA.
- (iii) There shall only be a maximum of ten (10) SSA linked to one (1) EA.
- (iv) The SSA must be opened with an initial minimum deposit as prescribed by the Bank and maintain balance(s) of the SSA not less than such minimum amount as may be required by the Bank at its sole discretion from time to time.
- (v) The Bank shall at its sole and absolute discretion determine the minimum balance of each SSA from time to time.
- (vi) Account holders are allowed to open the SSA subject to the terms stipulated herein and as may be determined by the Bank from time to time. Account holders are allowed to name each SSA maintained by them, which is subject to the Bank's absolute discretion.

- (vii) Account holders will ensure that the operation of the SSA or any other related account(s) of the account holders with the Bank is active and satisfactory and the terms and conditions of such account(s) are observed at all times.

#### 4.2.3 Deposit & Withdrawal:

- (i) Deposits shall be in currency notes and coins which are legal tender of Malaysia and in cheques, drafts, postal and money orders and other instruments and channels made payable only to the account holder(s) and which are acceptable to the Bank. The Bank is not obliged to accept deposits in the form of third party cheques.
- (ii) All items (except cash) received for credit of the SSA are subject to collection. The Bank will debit the SSA in respect of any cheques or other items credited to the SSA which are returned unpaid, and when the proceeds are not received by the Bank within normal collection period. The Depositor shall be liable to pay to the Bank all customary collection charges with respect to these cheques and/or items and/or proceeds.
- (iii) Account holders must complete and sign the Bank's withdrawal forms and produce Family First Card and valid ID, except when such transactions are carried out through alternative channels or mode of banking system inclusive of any new channels or mode of banking systems introduced by the bank in future.
- (iv) Account holders may not withdraw less than Ringgit Malaysia One Only (RM1.00) or any such amount fixed by the Bank from time to time unless to close the SSA. When the entire balance in the SSA is withdrawn, such SSA shall be closed.
- (v) The Bank shall not be responsible for any entries not acknowledged in the withdrawal forms/vouchers under the signature of an authorised staff and/or not carried out in accordance to the Bank's internal procedures or the Central Bank of Malaysia (BNM) guidelines account holders must examine and be satisfied that the entries in the withdrawal forms/vouchers are correct before leaving the Bank's premises.
- (vi) Account holders may withdraw up to the limit as approved by the Bank at any other branch nationwide with the Family First Card and valid ID subject to the Bank's terms and conditions and internal procedures governing the SSA as may be determined by the Bank from time to time. The Bank shall at its sole and absolute discretion to impose any appropriate and/or additional fee and/or charges on inter-branch transactions.

### 4.3 Others

- 4.3.1 Account holders shall fully indemnify the Bank from and against any costs, expenses, losses, claims, damages or liability which the Bank may incur or incurred as a consequence of any breach of terms herein or otherwise in connection with the terms and conditions herein. Without prejudice to its generality, the foregoing indemnity shall extend to any interest, fees or other amounts whatsoever paid or payable on account of any unpaid amount and to any loss (including loss of profit), premium, penalty or expense or any other amount due or to become due under the terms herein or in relation to the EA, SSA and/or any related account(s).
- 4.3.2 In the event that the Family First Account is held by more than one (1) person, such account shall be deemed to be beneficially owned by all such account holders jointly with right of survivorship.
- 4.3.3 The Bank shall have the right to debit the Family First Account via an irrevocable authorization given by the Members for any fees, commission or service charges payable under the Family First Account or any of the services under the Membership and/or the Family First Solution.
- 4.3.4 If the EA & SSA has been inactive for one (1) year or more ('dormant account'), the Bank shall at its sole and absolute discretion, charge and/or impose an annual fee on such dormant account as it may deem fit.
- 4.3.5 Dormant account with credit balance less than Ringgit Malaysia Ten Only (RM10.00) will be automatically closed by the Bank at its sole and absolute discretion and no notification will be sent to the account holder.
- 4.3.6 Monthly interest for EA and SSA may be determined by the Bank from time to time at its sole and absolute discretion.
- 4.3.7 The yearly bonus rate for SSA is only applicable upon satisfaction of conditions of the Family First Account and such yearly bonus rate shall be calculated from the anniversary month of the account opening subject to the Bank's sole and absolute discretion.
- 4.3.8 The account holders are also required to notify the Bank as early as possible of any change in the account holders' address(es), telephone number(s) or other particulars recorded with the Bank in writing and duly executed by the account holders or the authorised signatory(ies). All communication sent to the last address given to the Bank shall be deemed to have been duly delivered to the account holder.
- 4.3.9 If the EA & SSA is closed within three (3) months of opening of such account, a service charge will be imposed on the account at the rate determined by the Bank at its sole and absolute discretion.
- 4.3.10 The Bank shall be entitled to debit any amount not belonged to the account holder which is erroneously credited into the account by the Bank.
- 4.3.11 Rules And Regulations Of Regulatory Bodies:

- (i) The opening and operation of the EA is also subject to the Banking practices and laws of Malaysia, the Rules and Regulations of The Association of Banks in Malaysia and the rules and regulations of regulatory bodies set up by the Central Bank of Malaysia (BNM).
- 4.3.12 Right To Change Rules:
- (i) These rules are subject to review, revision, additions, alterations, variations, and modifications by the Bank at its own discretion without prior notice to the account holders.
- 4.3.13 Right To Combine, Set-Off Or Transfer:
- (i) The Bank may at any time without notice, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of the then existing deposits or accounts opened in the name of the account holders (of whatever nature and whether subject to notice or not) and set-off or transfer any sum standing to the credit of any one or more such accounts wheresoever situated in or towards satisfaction of any liabilities of the account holders to the Bank on any other account or in any other respect whatsoever, whether such liabilities be present or future, actual or contingent, primary or collateral and several or joint, and where such combination, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the spot rate of exchange prevailing in such foreign exchange market as the Bank shall determine to be relevant on the date of the combination, set-off or transfer.
- 4.3.14 Compliance To The Rules:
- (i) The account holders agree that the EA is operated subject to the rules stated herein and that the Bank shall not be liable for any loss incurred by the account holders by virtue of the account holders' failure to comply with the rules and to exercise due care in the handling and use of cheques and the conduct of the account generally. The Bank reserves the right to vary rules and notification to account holders as it deems necessary from time to time at its sole and absolute discretion.
- 4.3.15 Suspense Account:
- (i) Any money received hereunder may be placed and kept to the credit of a non-interest bearing suspense account for so long as the Bank thinks fit without any obligation in the meantime to apply the same or any part thereof in or towards discharge of any money or liabilities due or incurred by the account holder to it. Notwithstanding any such payment in the event of any proceedings in or analogous to bankruptcy liquidation composition or arrangement 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 in the same manner as if the security created hereunder (if any) had not been created.

## 5 The Family First Card ("Card")

- 5.1 A Family First Card will be issued upon opening of the EA subject to stock availability and as may be determined by the Bank from time to time as it deems fit. For joint Membership, the principal Member and other joint Members will be issued a Family First Card respectively.
- 5.2 The Bank shall issue PIN or passwords or other relevant Security Codes or (whichever is applicable) to Members to activate the usage of the Family First Card for banking transactions and other services made available under the Membership. For joint Members, each Member will receive PIN or individual password or other relevant Security Codes.
- 5.3 Each Member will be issued with a PMPC.
- 5.4 The card is an identity for the Members to enjoy privileges offered by the Bank and must at all times be presented when make purchases at merchant partners under the Family First Solution.
- 5.5 The account holder will be charged a services fee as may be determined by the Bank from time to time for a new card issued to replace that lost, stolen, damaged or mislaid. When the EA is closed, or the Card is damaged, the Card must be presented to the Bank for cancellation before a new card is issued to replace the damaged Card.
- 5.6 Use of the Card is governed by the Bank's prevailing ATM terms and conditions and such other rules and regulations from time to time issued by the Bank.
- 5.7 The Cards remain the property of the Bank at all times and shall be returned to the Bank upon the Bank's request.
- 5.8 The Card is not transferable and assignable to any third parties.
- 5.9 The account holders must keep the Card safely. In the event that the Card is lost, stolen, destroyed or mislaid, the account holder shall immediately report in writing or via contact center to the Bank. The Bank may replace the Card at its sole and absolute discretion, upon satisfactory explanation and indemnity being given in a form acceptable to the Bank. In no case shall the Bank be responsible for any loss caused by the fraudulent use of the lost, stolen, destroyed or mislaid card by any person.

## 6 Statement of Accounts

- 6.1 The statement of account for the Family First Account shall be issued quarterly or at such other intervals as may be determined by the Bank at its sole and absolute discretion. The Bank may charge for the statement and such rate may be determined by the Bank from time to time.
- 6.2 The statement of account for the Family First Account shall be made available for the Members to view exclusively through the Internet Banking. The last two (2) quarterly e-statement which transaction details and/or any such other details as may be prescribed by the Bank from time to time at its sole and absolute discretion may be viewed and/or printed subject always to the availability or connectivity of data and/or internet connection and/or any related system provided by the Bank and/or any related companies or parties thereof which enable such e-statement to be made available online.
- 6.3 The Bank's records of the transactions for Member's accounts with the Bank shall be final and conclusive and binding on the Member for all purposes in the absence of manifest error.
- 6.4 The statement of account may be requested on ad hoc basis whereby Ringgit Malaysia Twenty Only (RM20.00) or such rate may be determined by the Bank from time to time shall be charged to the Member per request.
- 6.5 Quarterly printed statement of account will be mailed to account holders upon request via the Bank tellers OTC subject to fees that the Bank may impose from time to time.
- 6.6 The Member agree to notify the Bank of any error, discrepancy, dispute, claim or unauthorised debit or credit items specified in the statement of account and/or e-statement within fourteen (14) days from the date of such statement of account and/or e-statement. The Member further agree that the Bank's records and statement of account and/or e-statement shall be conclusive evidence of the transaction entries and balances in such account and the account holders shall be deemed to have conclusively accepted all matters contained in the statement of account and/or e-statement as true and accurate in all respect. Any amendment thereafter of the statement of account and/or e-statement shall be at the sole discretion of the Bank.
- 6.7 The Bank shall review the relevant account(s) to make the necessary adjustments and rectifications (if any) upon receipt of such notice from the Member within the stipulated period. Thereafter, any money due to or from the Member will be credited or debited from the relevant account or accounts. Notwithstanding acceptance of the statement or record by the Member, the Bank shall be entitled to reverse any entry(ies) contained therein at any time if the entry(ies) was made by mistake.

## 7 Termination

- 7.1 The Bank may, at its absolute discretion suspend or terminate a Membership of the Family First Solution for any reason without assigning any reason thereto by giving at least fourteen (14) days written notice to the Member.
- 7.2 Subject always to the Bank's sole and absolute discretion, the Bank may suspend or terminate the Membership and all the Family First Accounts and cards issued (if any) thereunder in the event that:
- (i) The Member, or in case of Joint Membership, any Member, closes the EA with the Bank, and cancels all facilities with the Bank; or
  - (ii) The principal Member dies, becomes insolvent or bankrupt; or
  - (iii) The Member, or in case of Joint Membership, any Member breaches any of the terms and conditions governing the respective banking product, services, investments and privileges' prevailing terms and conditions; or
  - (iv) The Member, or in case of Joint Membership, any joint Member commits a breach of any other agreement whether or not relating to credit facilities with the Bank or any other financial institution; or
  - (v) At the request of the Member, or in case of Joint Membership, of any Member.
- 7.3 The Bank reserves the right, in its sole and absolute discretion, to terminate all or a part of the Members' benefits as stipulated herein at any time and for any reason as it deems fit.

## 8 Force Majeure

- 8.1 If by any reason of any event of force majeure either of the parties in the terms herein shall be delayed in or prevented from performing any of the terms and conditions herein then such delay or non-performance shall not be deemed to be a breach of the terms and conditions herein and no loss or damage shall be claimed by either of the parties hereof from the other by reason thereof.
- 8.2 Should the exercise of the rights and obligations under the terms herein be materially hampered, interrupted or interfered with by reason of any event of force majeure then the obligations of the parties shall be suspended during the period of such hampering, interference or interruption consequent upon such event or events and shall be postponed for a period of time equivalent to the period or periods of suspensions and the parties hereto will use their best endeavors to minimize and reduce any period of suspension occasioned by any of the events aforesaid.

## 9 Indemnity

- 9.1 The Member hereby further agrees, covenants and undertakes to fully indemnify and keep indemnified the Bank against any loss or damage (including legal costs as between solicitor and own client) as conclusively certified by the Bank as having being incurred or suffered by the Bank as a result of the non-observance or non-performance, fully

or partially, by the Member of any of the obligations, agreements, covenants, stipulations and undertakings on the part of the Member contained in terms herein or in pursuance to the Family First Solution or as a result of any fictitious accounts, forged documents or any fraudulent act/omission or any misrepresentation made by the Member arising from the Family First Solution.

## 10 Severability

- 10.1 Each of the provisions herein is severable and distinct from the others and if at anytime one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in anyway be affected or impaired thereby.

## 11 Variation Or Amendments

- 11.1 The Bank reserves the right to add, delete or amend any of these rules and regulations at any time and from time to time. Any amendments made to take immediate effect from the date notice is sent to account holder or after displayed in any of the Bank's branches nationwide.
- 11.2 It is hereby expressly agreed and declared by the parties hereto that notwithstanding any of the provisions herein to the contrary, the provisions and terms herein may at any time and from time to time be varied or amended at the Bank's absolute discretion and thereupon such amendments and variations shall be deemed to have been amended or varied accordingly and shall be read and construed as if such amendments and variations have been incorporated into and had formed part of this terms and conditions.

## 12 Non-Waiver

- 12.1 No failure or delay on the part of any party hereto in exercising any power or right hereunder shall constitute or operate as a waiver thereof nor shall any single or partial exercise of such right or power preclude any other or further exercise thereof or the exercise of any other rights or power herein. Further, no waiver by either party hereto of any of its rights under or in connection with the terms and conditions herein or of any default by any other party hereto in the strict and literal performance of or compliance with any provision herein shall be effective unless in writing signed by the party making or giving such waiver and shall be effective only in the instance and for the purpose for which it is given, and shall not prejudice or impair the party's rights in respect of any subsequent default of the same provision or in respect of any breach of any other provisions.

## 13 Instructions From Members

- 13.1 The Bank shall be entitled to rely upon and act on the Member's instructions, whether oral or written and whether given by telephone, post, facsimile transmissions or other electronic means. Without prejudice to the generality of any provision in the terms and conditions herein, the Bank shall be entitled to act on any instruction or notice from the Member as per the mandate of the Family First Account, whether or not based on signature which appears to the Bank, by reference to the name and signature filed with the Bank, to be the signatures of:-

- (i) The Member; or
- (ii) Any of the persons authorised by the Member to issue any notice or instruction whatsoever on behalf of the Member,

without enquiry on the part of the Bank as to the identity of the person giving or purporting to give such notices or instructions or as to the authenticity of such notices or instructions notwithstanding that it is subsequently shown that the same was not given by or on behalf of the Member. The Bank's rights under the terms and conditions herein shall not be affected by any misuse or unauthorised use of such communication. The risk of the notices or instructions being given by unauthorised persons, any misunderstanding or any error, loss or delay resulting from the use of telephone, postal services, facsimile transmission or other electronic means are entirely the risk of the Member and the Member shall indemnify the Bank against all losses, damages, claims, demands, costs and all other liabilities which it may incur or suffer in consequence of its accepting and acting on such instructions.

- 13.2 The Bank may place a hold on the account(s) under the Membership until the Bank receives written instructions from all the account holders who the Bank is of the sole opinion has the lawful authority to give instructions on such account(s) or close the account(s) in any of the following events:-

- (i) If there is any instruction/change of instructions or countermanding instructions received by the Bank, the authority of which the Bank in good faith doubts; or
- (ii) Where there are changes in the name of the Member whether due to incapacity, bankruptcy or otherwise; or
- (iii) Where in the sole opinion of the Bank there is a dispute in relation to any of the accounts under the Membership.

## 14 Notices

- 14.1 Any notice or request required or permitted to be given or made under the terms and conditions herein to the Bank or to the Member shall be in writing and in the case of the Bank shall be under the hand of any authorized officers of the Bank which may be delivered by hand or sent by ordinary or registered post or by telex, or facsimile to the address or addresses specified hereunder of the other party and/or such other address(es) as may have been made known to the Bank by the other party from time to time and shall be deemed to be duly served:-

- (i) if it is delivered by personal service, at the time of acknowledgement upon receipt of the delivery;
- (ii) if it is sent by post, it shall be deemed to have been served on and duly received by the other party forty eight (48) hours after posting;

- (iii) if it is sent by telex or facsimile, immediately after transmission thereof if the date of transmission is a Business Day, and if such a date is not a Business Day, then the notice by telex or facsimile shall be deemed to be served on the day immediately following Business Day.

## 15 Service of Legal Process

- 15.1 In the event legal proceedings are instituted by the Bank against the Member or by any other party in the terms and conditions herein, the originating process shall be deemed to have been duly served on the Member and/or any such other party:-
- (i) if the originating process is sent by hand, at the time copy of the originating process is left at the address of the Bank or such other party hereof or at such address as the Bank and/or such other party may notify the Bank by way of AR registered post from time to time in which such address shall be in Malaysia;
  - (ii) if the originating process is sent by prepaid registered post (not being AR Registered Post), on the fifth (5th) day (excluding the day of posting) from the date the originating process is put into post addressed to the Bank or such other party at the address of the Bank or such other party herein stated or such other address as the Bank or such other party may notify by way of AR Registered Post from time to time in which address shall be in Malaysia and nothing done in reliance on this sub clause (ii) shall be affected or prejudiced by any subsequent change in the address of service over which the Bank has no actual knowledge of at the time the act or thing was done or carried out.

PROVIDED ALWAYS that the Bank shall only be deemed to have notification of the Member's or any such other party's change of address if the Bank has actually received and acknowledged the notice of such change sent by the Member or such other party.

## 16 Assignment

- 16.1 The Member shall not assign and or transfer any of its rights, benefits, and/or obligations under the terms herein, and or sub-contract any of its obligations under this Agreement in full or in part, unless with the prior written consent of the Bank.

## 17 Disclosure to Bank Negara Malaysia

- 17.1 The Member hereby consents and authorises that all information relating to the Family First Solution and/or Family First Account granted to him/them may be forwarded to any bureau or agencies established or approved by Bank Negara Malaysia (BNM) including the Borrower Loans Information System, DCHEQS, Central Credit Referral Information System (CCRIS) and other bodies bureau or corporations as the case may be for the purpose of collecting information from financial institutions regarding Family First Solution and/or Family First Account granted or the accounts maintained with such financial institutions.
- 17.2 The Member further agrees that the Bank shall not in any event be liable for any claim, loss, damage or liability howsoever arising whether in contract, tort, negligence, strict liability or any other basis (including direct or indirect, special, incidental, consequential or punitive damages or loss of profits or savings) arising from any inaccuracy or loss, deletion or modification of data or for any other reason whatsoever relating to any information forwarded by the Bank as aforesaid to any bureau established by BNM including DCHEQS and CCRIS or such other bodies bureau or corporations as the case may be or in relation to any access or use, or the inability to access or use by any body, bureau or corporation established by BNM or reliance on the information contained therein, whether caused by any technical, hardware or software failure of any kind, the interruption, error, omission, delay, viruses or otherwise howsoever.

## 18 Miscellaneous

- 18.1 The Member irrevocably consents to and authorises the Bank to conduct checks and verify information given by the Member to the Bank with any party (including without limitation with any credit bureau, organisation or corporation set up for the purposes of collecting and providing credit or other information) relating to the Member.
- 18.2 All notices or communications under or in connection with this terms and conditions herein shall be in the English language or, if in any other language, accompanied by a translation into English. In the event of any conflict between the English text and the text in any other language, the English text shall prevail.

## 19 Governing Laws

- 19.1 The terms herein are governed by and shall be construed in accordance with the laws of Malaysia and only the Malaysian courts shall have jurisdiction to try any matters in connection with the terms and conditions herein.

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