

TERMS AND CONDITIONS GOVERNING SAVINGS ACCOUNT-I

Enumerated below are the General and Specific Terms and Conditions governing the opening and operations of Savings Account-i with the Bank.

General Terms And Conditions

1. Account Opening

- 1.1 I/We am/are authorised to open the account and hereby furnish the particulars required to open the account and declare that all the information is correct. I/We undertake to inform the Bank of any changes to my/our personal details.
- 1.2 I/We acknowledge that I/we may apply for a Savings Account-i with passbook or Savings Account-i without passbook (hereinafter referred as "Statement Savings Account-i"). I/We may convert my/our Savings Account-i with passbook to a Statement Savings Account-i subject to the Bank's approval.
- 1.3 For a Statement Savings Account-i, a passbook will not be issued and an e-Statement will be available for access via the Bank's e-Banking Service.

2. Deposit And Withdrawal

- 2.1 The Bank may prescribe and vary the minimum deposit required to open the account, the minimum amount deposited or minimum amount withdrawn at any one time and the minimum balance to be maintained in the account.
- 2.2 Notwithstanding that the proceeds of any cheque or other negotiable instrument deposited into the account is shown as immediate credit, the proceeds of such instrument is available for use only when the proceeds have been paid by the paying banker and credited into the account. In the event the instrument is dishonoured or there is a dispute or an adverse claim against the said instrument, I/we shall be personally liable for the settlement thereof and the Bank may debit the account for the amount of the returned item and for any charges incurred.
- 2.3 I/We may withdraw from the account up to the limit as the Bank may announce or revise and subject to the available balance in the account. This account shall be closed upon the withdrawal of the entire balance available in the account or by operation of law or pursuant to clause 9.1 hereto.
- 2.4 Withdrawals may be made by me/us in person or by my/our 'Duly Authorised Agent' as follows:
 - 2.4.1 In the case of a Savings Account-i with passbook, on presentation of the passbook, which is neither transferable nor assignable, together with the duly completed withdrawal transaction slip and presenting a personal identification acceptable to the Bank; or
 - 2.4.2 In the case of a Statement Savings Account-i, by completing a withdrawal transaction slip and presenting a personal identification acceptable to the Bank.

A 'Duly Authorised Agent' must be in possession of my/our Power of Attorney duly registered with the Bank. A letter shall not constitute sufficient authority of the same. CHEQUES MAY NOT BE DRAWN ON A SAVINGS ACCOUNT-I.

3. Passbook

- 3.1 The amount of deposit and withdrawal transaction will be entered in my/our passbook. I/We am/are to examine the passbook before leaving the Bank's premises to ensure that correct entries have been made.
- 3.2 Any payments made by the Bank upon the production of the passbook shall have the same effect as if made to me/us personally. The Bank shall stand indemnified and shall not be responsible for any loss thereby suffered by me/us or by any other party for such payments made by the Bank.
- 3.3 I/We shall keep the passbook in a safe place. If the passbook is lost, I/we am/are to immediately notify the Bank in writing or in person. Upon receipt of the written notification, the Bank will freeze the account. I/We shall be responsible and liable for any loss incurred in the event of any unlawful or unauthorised withdrawal from the account prior to the Bank's receipt of the written confirmation or my/our notification to the Bank in person of the loss of the passbook, whether or not the loss was due to my/our negligence. The Bank will levy any approved charge for every issuance of a replacement passbook subject to me/us executing the Bank's standard indemnity form.

4. **Statement**

- 4.1 An e-Statement via the Bank's e-Banking Service is available on a monthly basis or at such frequency as determined by the Bank. I/We must be a registered e-Banking Service user with the Bank and have registered for the e-Statement Service, I/we may download the statement in electronic form from the website.
- 4.1.1 I/We agree and undertake to examine with due care all the entries in the e-Statement promptly and to report immediately to the Bank of any error or discrepancies found therein. If the Bank does not receive any notification in writing within twenty-one (21) calendar days from the e-Statement date of any errors or discrepancies as regards to the debit or credit entries in the e-Statement, then I/we shall be treated as having accepted such entries made up to the date of the last entry in the e-Statement as correct and conclusive and thereby adopt all withdrawals or other debits to the account therein.
- 4.1.2 I/We shall not after the expiry of the aforesaid period of twenty-one (21) calendar days question any items in the e-Statement whatsoever provided always the Bank may reverse out any credit items erroneously credited to my/our account. I/We further undertake to refund all erroneous credit entries into my/our account and indemnify the Bank against any loss which the Bank may incur by reason of the erroneous credit entries.
- 4.2 I/We may request for a physical statement as follows:
- 4.2.1 In the case of a Savings Account-i with PB Lifestyle Debit Card, I/we may request for a physical statement mailed to my/our address last registered with the Bank subject to the Bank's prevailing applicable charges.
- 4.2.2 No physical statement will however be made available for Statement Savings Account-i.
- 4.2.3 I/We may request for an ad-hoc physical statement over the counter subject to the Bank's prevailing applicable charges.

5. **Hibah (Gift)**

- 5.1 The Bank guarantees payment of the available deposit standing to the credit of this account. I/We/The Organisation am/are/is not entitled to any hibah (gift). However, any hibah (gift) given by the Bank is at the Bank's discretion.

6. **Liability**

- 6.1 When the Bank accepts or incurs liability on my/our behalf or at my/our request, any funds or securities and other valuables deposited with the Bank belonging to me/us and in the hands of the Bank shall automatically become security to the Bank. The Bank may retain such funds or securities or valuables in the hands of the Bank or any part thereof and be entitled, even to dishonour my/our cheques until the liability is settled.
- 6.2 I/We hereby give consent to the Bank to disclose information such as may be required by Bank Negara Malaysia (BNM) in compliance with my/our directives and/or to companies in the Public Bank Group and other financial institutions for the purpose of a bona fide credit evaluation.
- 6.3 Should the Bank retain or is obliged to retain solicitors to enforce any of its rights hereunder or otherwise whether by judicial proceedings or any other manner in relation to my/our account, I/we shall be liable to pay to the Bank all costs, fees and charges in relation thereto and the Bank shall have the right to debit the account with all costs, fees and charges.
- 6.4 I/We agree that the Bank shall not be responsible for, and I/we shall fully indemnify the Bank and hold the Bank harmless against all losses, costs and expenses which may be incurred by me/us or by the Bank with any or all the banking accounts whatsoever, or the execution by the Bank of any instructions or if any of my/our banking accounts or any part thereof is reduced or frozen by any government or official authority.
- 6.5 The Bank shall not be responsible for any losses or damages to me/us by reason of any compliance or non-compliance by the Bank where payment instructions issued by me/us are incomplete or ambiguous or where the amount of the deposit(s) is insufficient to cover the bank charges and the amount specified in such instructions or by reason of or arising from the business or operations, impeded or interfered by delays, forgery of signatory's signature, alteration and/or forgery due to my/our negligence, hostilities, breakdown of electricity or power supply or telecommunications or other communications network systems, riots, blockades, strike, embargoes, or machine or equipment failure.
- 6.6 To the fullest extent permitted by law and provided that it is not due to the Bank's gross negligence or wilful default, the Bank shall not be responsible for any costs, losses, charges and/or damages that I/we/the Organisation may incur or suffer in connection with any failure, disruption or malfunction to the system or infrastructure utilised by the Bank.
- 6.7 Any payments made by the Bank pursuant to any instructions purporting to be signed by me/us or my/our authorised representative(s) shall be a complete discharge and the Bank shall be absolved from any liability to me/us and any other parties thereon.

7. **Right To Debit Account**

- 7.1 I/We, hereby agree to pay and authorise the Bank to debit this account for any drafts, postal and money orders or other instruments or for any charges/expenses incurred as a result thereof and any other fees or commissions, or for any applicable service charges, maintenance fee or any other reasonable fees and charges imposed by the Bank and approved by BNM or such applicable taxes whether currently in force or to be implemented and chargeable by law for the services and facilities rendered to me/us.

7.2 Where the Bank has received notice that funds have been credited or transferred to my/our account by error, wrongly or by misleading information (unintended funds) provided to the payer of the said unintended funds, the Bank has the right to immediately hold the said unintended funds. I/We agree and acknowledge that I/we am/are not entitled to utilize any funds in the account that do not belong to me/us.

7.2.1 I/We acknowledge that action can be taken against me/us if I/we am/are found to have dishonestly misappropriated the unintended funds belonging to the payer or if I/we am/are found to have been involved in any fraudulent transaction (e.g. mule account).

7.2.2 The Bank shall notify me/us of the payer's claim over the unintended funds.

8. Right Of Set Off

8.1 I/We agree that in addition to any general lien or other similar right to which the Bank as bankers may be entitled at law, the Bank may, with seven (7) calendar days prior notice, combine or consolidate all or any of my/our banking accounts with and the liabilities to the Bank wheresoever situate and set off or transfer any sum or sums standing in the credit of this Savings Account-i in or towards satisfaction of any of our liabilities to the Bank whether such liabilities to the Bank be present, future, actual, contingent, primary or collateral or several or joint.

8.2 Where such combination, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the prevailing spot rate of exchange of the Bank (as conclusively determined by the Bank) for purchasing the currency for which I/we am/are liable with the existing currency so converted. The Bank shall not be held liable or responsible for any loss arising as a consequence of exercising its rights hereof.

9. Closing Of Account

9.1 The Bank may close this account for any reason, without any obligation to assign any reason therefor, by giving fourteen (14) days notice to me/us. The Bank may issue a Banker's Cheque for the entire available balance in this account, less such administrative cost or other costs incurred by the Bank, and may post the said Banker's Cheque to my/our last known address registered with the Bank.

10. Suspension Of Account

10.1 My/Our account and/or the operation of my/our account may be closed, terminated, suspended or frozen under any of the following circumstances:

10.1.1 Death, insanity or bankruptcy; and/or

10.1.2 The service of any legal process or order by the court on the Bank against my/our account.

11. Minor's Account

11.1 I/We hereby confirm and agree that the account is not a trust account and neither is it a joint account with the minor. I/We am/are the guardian/parent of the minor and agree and acknowledge that I/we am/are the Depositor(s) of the Bank.

11.2 I/We agree that upon the minor attaining the age of eighteen (18) years, I/we, together with the minor shall jointly give fresh instructions and furnish the mandate for the operations of the account. Until a fresh mandate is received by the Bank, the existing mandate shall continue to operate.

11.3 In the event of my/our death before the minor attains the age of eighteen (18) years, the account shall be frozen and the matters pertaining to the account shall be referred to the Executor(s)/Administrator(s) of my/our estate(s). The Bank reserves the right to act on the advice of its legal advisors. The costs and expenses incurred thereto shall be debited from the account.

11.4 Where I/we or the minor is/are a Muslim, the account shall be subject to Shariah.

12. Joint Account

12.1 We, the account holders agree that in the event of the demise of one account holder, the Bank is authorised to pay the balance standing to the credit of this account to the survivor(s) and such payment shall constitute a valid discharge by the Bank of the amount due in this account.

We jointly and severally agree to indemnify the Bank and keep the Bank indemnified at all times from and against any proceedings, claims, losses, damages, penalties, charges, costs and expenses brought against or suffered or incurred by the Bank as a result of the release of the credit balance in the account to the surviving account holder.

12.2 We agree to the method of operating the account as stipulated in the Bank's prescribed account opening form executed by us. We also agree and acknowledge that the mandate given as to the operation of this account can be terminated by any one of us, and the Bank is entitled to act on the same. In such event the Bank may not permit any withdrawals from this account until receipt of a fresh mandate from us.

12.3 We, the account holders, agree and authorise the Bank as follows:

- 12.3.1 To credit into the Joint Account funds, whether in cash or via electronic fund transfer, cheques and other negotiable instruments belonging to or payable to either/any one of us. In consideration of the above and the Bank agreeing to place all amounts received by the Bank whether in cash or via electronic fund transfer or from cheques and other negotiable instruments favouring either/any one of us to the credit of the joint account and to deliver any instrument or cheque the Bank may hold on the joint account to either/any one of us; and
- 12.3.2 To accept a written notification, in such form acceptable to the Bank, duly signed and presented by all of us of our intention to close the Joint Account. In the event that we are not all present at the Bank, we agree that the Bank shall close the Joint Account upon receipt of such written notification submitted personally to the Bank by any one of us. We further agree and acknowledge that any instruction from us to the Bank to close the Joint Account conveyed either verbally or by way of telephone, facsimile or internet e-mail is not acceptable to the Bank.

We hereby jointly and severally undertake to save harmless and keep the Bank indemnified against all losses, claims, demands, proceedings, actions, suits, damages, costs, charges, expenses and other liabilities incurred or arising from our authorisation above, subject to the Bank's right to reject at any time and for any reason any cash, electronic fund transfer, cheques or other negotiable instrument received, or as a consequence of the Bank refusing to act or acting on our instructions to close the Joint Account and paying the remaining balance in the Joint Account as per our instruction.

13. External Account

- 13.1 An external account may be opened by a non-resident (i.e. a person, firm, institution or company which is not a resident).
- 13.2 A non-resident is not permitted to have a resident account.
- 13.3 The sources and uses of funds in an External Account are subject to the rules imposed under the Islamic Financial Services Act 2013 and the Foreign Exchange Policy Notices.

14. Rubber Stamp

- 14.1 The imprint of the rubber stamp of the society/club/association must be affixed on the Bank's prescribed account opening form together with the specimen signature(s) of the person(s) authorised to operate the account.

15. Perbadanan Insurans Deposit Malaysia (PIDM)

- 15.1 The deposits maintained by me/us in this Account are protected by PIDM up to RM250,000.00 for each depositor.
- 15.2 Any money withdrawn from my/our insured deposit is no longer protected by PIDM, if:
- 15.2.1 The purpose is for purchasing any units in a unit trust scheme/opening of a savings account at Lembaga Tabung Haji/opening of a savings scheme of Skim Simpanan Pendidikan Nasional (SSPN).
- 15.2.2 It is for a purchase of or transferred to a:
- (a) Deposit account payable outside Malaysia;
 - (b) Deposit account held by a financial institution conducting Labuan banking business or Labuan Islamic banking business;
 - (c) Deposit account held by a non-deposit taking member of the PIDM; or
 - (d) Non-deposit account (including without limitation unit trust scheme, securities trading account, gold investment account but excluding a takaful or insurance product).

15.3 Trust Account

- 15.3.1 I/We being the trustee(s) of the account acknowledge that I/we am/are required to provide and submit the following information and documents to the Bank in accordance with clause 3(1) of the Malaysia Deposit Insurance Corporation (Disclosure Requirement for Trust Accounts and Joint Accounts) (Amendment) Regulations 2022 ("MDIC Regulation"):
- (a) A statement that the deposit in the account is held in trust by me/us;
 - (b) My/Our name(s), address(s) and identity card number(s) or passport number(s) or any other identification details acceptable to the Bank; and
 - (c) Details of the beneficiary(ies) to the account.
- 15.3.2 I/We being the trustee(s) of the account acknowledge that if the purpose of the account is for any e-money scheme, I/we am/are required to provide and submit the following information and documents to the Bank in accordance with clause 3(2) of the MDIC Regulation:
- (a) A statement that the deposit in the account is held in trust by me/us;

- (b) Any supporting documentation acceptable to the Bank showing that:
 - (i) The deposit in the account is held in trust by me/us for the purposes of e-money scheme; and
 - (ii) The issuer of the electronic money/e-money is an approved issuer of electronic money/e-money by Bank Negara Malaysia under Section 11 of the Financial Services Act 2013 or Section 11 of the Islamic Financial Services Act 2013;
- (c) My/Our name(s), address(s) and identity card number(s) or passport number(s) or any other identification details acceptable to the Bank.

15.3.3 I/We undertakes that:

- (a) I/We shall inform the Bank immediately should there be any changes to the information and/or documents provided and/or submitted to the Bank; and
- (b) In the event the Bank requests for any information and/or documents pursuant to the MDIC Regulation, I/we shall immediately provide such information and/or documents to the Bank.

15.3.4 In the event the I/we fail to comply with the above clauses, the Bank has the right to suspend and/or close the account.

16. **Islamic Financial Services Act 2013 (IFSA) And Bank Negara Malaysia (BNM) Guidelines On Product Transparency And Disclosure**

16.1 I/We understand and acknowledge that pursuant to Section 146 of the Islamic Financial Services Act ("IFSA") 2013, the Bank is legally permitted to disclose my/our information relating to my/our affairs, banking accounts or conduct thereof (including my/our credit standing) to third parties as approved by BNM to facilitate and/or enable the Bank and/or the related and associate companies within the PBB Group to perform its and/or their functions and I/we hereby irrevocably consent to and authorise the Bank to disclose the said information to any guarantor(s)/security parties, the Bank's lawyers, debt collection agents, third parties and/or related and associate companies within the PBB Group at any time and without notice or liability as the Bank may in its discretion determine or deem expedient to enable the Bank and/or the related and associate companies within the PBB Group to perform its and/or their functions.

17. **Data Protection Notice And Consent**

- 17.1 I/We am/are aware that the Bank's Privacy Notice on the collection, use, storage and sharing of my/our personal information and matters related thereto are available at the Bank's website. The Bank's Privacy Notice may also be obtained from any of the Bank's branches.
- 17.2 I/We am/are aware of the Bank's intention to keep me/us informed of important information, announcements and news about the products and services including promotional offers and marketing material of the Bank and its Affiliates. The list of the Bank's Affiliates are set out in the Bank's Privacy Notice.
- 17.3 I/We understand that I/we am/are entitled to obtain access to and to request correction of any personal information held by the Bank and that I/we can inform the Bank to cease using my/our personal information for the purposes stated in clause 17.2 above and that such request can be made in writing to the Bank at my/our account holding branch or by sending it to Customer Services Department, 13th Floor, Menara Public Bank, 146 Jalan Ampang, 50450 Kuala Lumpur.

18. **Unclaimed Moneys Act 1965**

- 18.1 I/We am/are aware of the provisions of the Unclaimed Moneys Act 1965, wherein my/our deposit accounts will be classified as unclaimed money seven (7) years from the date of the last transaction initiated by me/us, and as such the funds in the account are required to be transferred to the Registrar of Unclaimed Moneys (RUM).
- 18.2 I/We agree to come to the Bank in person prior to the expiry of the seven (7) years as aforesaid to perform a withdrawal or deposit transaction in order to re-activate the account. In consideration of the Bank agreeing to my/our above request, I/we agree and undertake to hold the Bank harmless and indemnified against all liabilities whatsoever for any delay/omission/error in carrying out my/our above instructions.
- 18.3 If I/we fail to re-activate the account, I/we am/are aware that the Bank shall give us twenty-one (21) days advance notice before arranging to transfer the funds in the account to the RUM.

19. **Common Reporting Standard (CRS) and Foreign Account Tax Compliance Act (FATCA)**

- 19.1 "CRS" is the Standard Tax Law on Automatic Exchange of Information developed by the Organisation for Economic Co-operation and Development (OECD) for exchange of financial account information held by non-residents. It requires Public Bank Berhad and its group of companies including subsidiaries, related companies and branches ("PBB Group"), where applicable to collect financial account information held by non-residents or Malaysian with foreign tax residency(ies) and report such information to the Inland Revenue Board of Malaysia (IRBM) whereby the IRBM will exchange these customers' financial account information with any relevant tax authorities from CRS reportable jurisdictions on an annual basis.
- 19.2 "FATCA" is a legislation enacted by the U.S. Government that requires the PBB Group which has participated in the FATCA regime either through the Intergovernmental Agreement or via a Foreign Financial Institution Agreement to report account information relating to U.S. Persons via the IRBM/relevant tax authorities or directly to the U.S. Internal Revenue Service (IRS) on an annual basis.

In attaining the objectives of enforcement and compliance with FATCA and CRS tax laws, the PBB Group is obliged to obtain additional customers' personal information, certifications and documentation from customers establishing business relationships and dealings with the PBB Group. Such information may be sought either at the time of account opening or any time subsequently, in particular when there is a change in circumstances.

- 19.3 I/We agree and undertake to notify the Bank within thirty (30) days in the event of change in my/our information, including but not limited to any change of residential/business address, phone number, nationality, personal tax identification information, company ownership, etc. I/We shall forward to the Bank or the PBB Group, where applicable the required documentation evidencing such change within ninety (90) days from the date of the said change.
- 19.4 I/We hereby expressly consent to the Bank or the PBB Group, where applicable disclosing my/our tax residency information for the purposes of CRS and FATCA reporting which includes but is not limited to my/our Tax Identification Number (TIN) to the IRBM or any relevant tax authorities for the purpose of ensuring the Bank and the PBB Group's compliance with applicable laws and regulations under FATCA and CRS.
- 19.5 I/We hereby confirm that:
- 19.5.1 I/We shall comply with my/our obligations under clauses 19.3 and 19.4 above;
- 19.5.2 All information provided by me/us in the forms and documents completed and/or provided to the Bank or the PBB Group, where applicable is true, correct, reliable and updated; and
- 19.5.3 The Bank or any member of the PBB Group is allowed to disclose my/our financial account information to the IRBM or any relevant tax authorities as required.
- 19.6 I/We hereby acknowledge and agree that should I/we refuse, fail and/or neglect to update my/our records with the Bank or the PBB Group or comply with FATCA and/or CRS requirements and/or provide false, incorrect, inaccurate or out-dated information to the Bank or the PBB Group, the Bank or the PBB Group, where applicable shall be at liberty to do as follows:
- 19.6.1 Close my/our account(s) with the Bank and any account I/we have with the PBB Group;
- 19.6.2 Refuse any new services of the Bank or the PBB Group, where applicable to me/us; and
- 19.6.3 Provide my/our account information to IRBM or any relevant tax authorities in fulfilment of the Bank's or the PBB Group's FATCA and CRS obligations, where applicable.
- 19.7 I/We confirm that I/we shall obtain independent legal advice on my/our obligations under FATCA and CRS and shall ensure full compliance to the same and further confirm that neither the Bank nor any member of the PBB Group is obliged to provide me/us legal and/or tax advice on the same.

20. **Shariah Laws**

- 20.1 Qard refers to the concluded contract between me/us (lender) and the Bank (borrower) where the latter will guarantee the repayment. I/We/Representative of the Organisation shall give my/our consent to the Bank to deal with whole or part of the monies standing to the credit of my/our account in any manner as the Bank deems fit as long as it is in accordance with Shariah principles. The Bank therefore, guarantees repayment of the whole sum of the deposits or any part thereof standing to the credit of my/our account when demanded. Hibah (gift) (if any) is at the Bank's discretion.
- 20.2 The operation of the account shall be subject to the nature of my/our business or occupation not being against Shariah Law and principles. The Bank may close the account if the nature of the business or my/our occupation has changed from a lawful (halal) to an unlawful/prohibited (haram) activity.
- 20.3 The Bank reserves the right to reject any form of DEPOSIT acquired from sources that are Unlawful/Prohibited (HARAM) under Shariah Law.

21. **PB Lifestyle Debit Card (Individual Applicant Only)**

- 21.1 I/We confirm that all the information furnished is true and complete and authorise the Bank to verify from whatever sources the Bank may consider appropriate including the Inland Revenue Board and further to seek and obtain credit information related to my/our application from any source and by any means. I/We acknowledge that the Card may only be used subject to the Terms and Conditions of the PB Lifestyle Debit Card Cardmember Agreement and agree to be bound by the Terms and Conditions of the Card. I/We agree to pay the prevailing annual fees upon approval and shall accept joint and several liabilities for all charges on my/our Card Account(s) with the Bank. The Bank shall approve or reject my/our application without assigning any reason.
- 21.2 I/We confirm and acknowledge that I/we having read and understood the PB Lifestyle Debit Card Terms and Conditions and hereby agree that the PB Lifestyle Debit Card Terms and Conditions shall be binding on me/us.
- 21.3 In the event that I/we should close my/our account or there be a change in any other form, I/we hereby undertake to notify the Bank at once and shall immediately return the PB Lifestyle Debit Card to the Card issuing branch of the Bank for cancellation/immediate termination.
- 21.4 In the event of any failure on my/our part in notifying the Bank promptly of any changes to the mode of operation of the account, I/we shall not hold the Bank liable for any losses or damages suffered by me/us. I/We undertake that I/we shall at all times thereafter indemnify the Bank (its successors in title and assigns) in full and keep the Bank indemnified against all liabilities in respect thereof and against all actions, suits, proceedings, claims, demands, losses, costs, damages and any expenses whatsoever which may be taken or made against the Bank or incurred by the Bank arising therefrom.

22. **Notification On The Use Of PB Lifestyle Debit Card**

- 22.1 I/We agree that where I/we use my/our PB Lifestyle Debit Card at a retail merchant outlet, an amount of funds equivalent to the cumulative transacted amount would be withheld from my/our Savings Account-i until the clearance of these transactions by the Bank.

- 22.2 I/We shall ensure that the available balance in my/our Savings Account-i is sufficient to cover my/our intended purchases with my/our PB Lifestyle Debit Card.
- 22.3 The default daily retail purchase limit shall be determined by the Bank. However, I/we am/are allowed to vary the retail purchase limit via Public Bank Online Banking or at any of the Bank's or Public Bank Berhad's (PBB) Automated Teller Machines (ATMs) or Cash Recycling Machines (CRMs) subject to the maximum limit as determined by the Bank from time to time.
- 22.4 The default daily cash withdrawal limit of the ATM and CRM shall be determined by the Bank. However, I/we am/are allowed to vary the withdrawal limit at any of the Bank's or PBB's ATMs or CRMs subject to the maximum limit as determined by the Bank from time to time.
- 22.5 Before performing any overseas ATM cash withdrawal transactions, I/we shall ensure that the card activation is effected via Public Bank Online Banking, at any of the Bank's or PBB's ATMs or CRMs or by contacting Self Service Terminal Centre at the contact number as stated in the Bank's website.
- 22.6 Certain transactions for "Card Not Present (CNP)" (such as non-secured online transactions, mail order, telephone order and recurring/auto debit transactions) and all "Overseas Retail Transaction" are disabled (Opt-Out) by default for PB Lifestyle Debit Card(s). However, I/we am/are allowed to enable (Opt-In) or subsequently disable (Opt-Out) these transactions via Public Bank Online Banking, at any of the Bank's or PBB's ATMs or CRMs or by contacting PB Card Services at the contact number as stated in the Bank's website.
- For the avoidance of doubt, CNP transactions for secured online transactions can still be performed when CNP is disabled (Opt-Out).
- 22.7 The default PINless transaction for Visa payWave/MasterCard PayPass/MyDebit Contactless cumulative limit is shall be determined by the Bank. However, I/we am/are allowed to vary the cumulative limit via Public Bank Online Banking or any of the Bank's or PBB's ATMs or CRMs subject to the maximum limit as determined by the Bank from time to time. I/We am/are required to perform a transaction with PIN entry to reset the cumulative limit whenever I/we have reached the cumulative limit.

23. **e-Banking Service**

- 23.1 I/We who am/are individual(s) aged eighteen (18) years old and above will be granted with the Bank's e-Banking Service, subject to the conditions imposed by the Bank and my/our acceptance to the terms and conditions governing Public Bank Online Banking and Mobile Banking.
- 23.2 I/We agree that the use of, access to and termination of the Bank's e-Banking Service is subject to the terms and conditions governing Public Bank Online Banking and Mobile Banking which is available at the Bank's website.

24. **Notices And Communication**

- 24.1 I/We shall notify the Bank of any change of address. All communications sent by post by the Bank addressed to or delivered to my/our last known address registered with the Bank shall be deemed to have been duly delivered to me/us.
- 24.2 All notices and communications to me/us will be in writing and may be sent to me/us by internet e-mail or by displaying the same at the Bank's premises and website. All legal processes may be sent to me/us by post to or left at my/our address last registered with the Bank and shall be deemed to have been duly delivered and received by me/us.
- 24.3 The Bank may levy or vary any approved fees and charges by giving twenty-one (21) calendar days notice via displaying the new fees and charges at the Bank's premises and websites.

25. **Declaration**

- 25.1 I/We shall be required to complete and execute the Bank's prescribed account opening form which shall then form part of this Terms and Conditions.

26. **The Bank's Anti-Bribery and Anti-Corruption Policy**

- 26.1 The Bank has implemented its Anti-Bribery and Anti-Corruption Policy ("ABAC Policy") which adopts a "zero-tolerance approach" towards any form of bribery and corruption in conducting its business. For more information on the ABAC Policy, please visit the Bank's website.
- 26.2 I/We shall ensure compliance with the ABAC Policy at all times and shall not engage in any acts of bribery or corruption that would be considered to be contrary to the Malaysian Anti-Corruption Commission Act 2009 ("MACC Act"), guidelines, by-laws, regulations and any re-enactments of the MACC Act.
- 26.3 The Bank has the right to terminate the products and/or services provided to me/us immediately in the event I/We am/are found to be in breach of the ABAC Policy or found to be involved in any acts of bribery or corrupt practices.

27. **Force Majeure**

- 27.1 In the event the Bank is unable to perform its obligations under these terms and conditions due to any reason beyond the Bank's control, including but not limited to:
- 27.1.1 Any malfunction or failure of equipment, system or transmission link;
- 27.1.2 Any fire, earthquake, flood, explosion, acts of elements, acts of God, acts of terrorism, war (declared or undeclared), accidents, epidemic, pandemic, strikes, lockouts, labour disputes, embargo, riot, civil disturbance, tsunami;
- 27.1.3 Any failure of or disruption to telecommunications, internet, electricity, water and fuel supply; or

- 27.1.4 Any other circumstances in the nature of force majeure, that is, an unforeseeable event that prevents the Bank from performing its obligations under these terms and conditions,
- 27.2 The Bank will not in any way be liable for the delay, loss, damage or inconvenience which I/we/the Organisation may suffer as a result of such failure to perform.
- 28. Others**
- 28.1 I/We declare that prior to or at the time of the opening of the account, I/we have not:
- 28.1.1 Committed any act of bankruptcy; and/or
- 28.1.2 Been subject to any resolution or petition for winding up or insolvency being made or presented against me/us.
- I/We further agree that should any of the above be contravened by me/us, the Bank may close this account without prior notice.
- 28.2 By signing the Bank's prescribed account opening form and affixing the rubber stamp of the organisation, I/we confirm and acknowledge that I/we have received, read and fully understood this Terms and Conditions, Notice of Mandate (if any) and agree to comply with and be bound by and any amendment(s) or variation(s) to the same which the Bank may subsequently introduce, review, revise or replace which are made available on the Bank's website and/or on the notice board at branches and/or which may be communicated to me/us by any other approved means.
- 28.3 I/We further agree by continuing to maintain and operate my/our account(s) after the effective date of the amendment(s) or variation(s), I/we have accepted the amended Terms and Conditions and the same shall be binding against me/us.
- 28.4 I/We hereby agree to indemnify the Bank as collecting banker against all losses, claims, demands, proceedings, costs, expenses and other liabilities whatsoever and whensoever which the Bank may incur on any cheque, bill, note, draft, dividend warrant or other instruments presented by me/us for collection and shall be accepted and understood to have been collected at my/our expressed request in every case for the credit of my/our account.
- 28.5 I/We agree and undertake:
- 28.5.1 Not to disclose the access identity (ID) and passcode/password to any other person, via unsolicited emails, telephone calls or on any website other than the Bank's official website and shall take all reasonable steps to secure the passcode/password and ensure the security device is secured at all times; and
- 28.5.2 To check all transaction alerts in a timely manner and to check account balances, statements of any bank account or designated payment instrument on a regular basis, to detect any unauthorised transaction, error or discrepancy, and to report to the Bank and the issuer of the payment instrument as soon as reasonably practicable in the event any unauthorised transaction, error or discrepancy is detected.
- 28.6 I/We further undertake to report a breach of the security of a passcode/password or the loss of a security device to the Bank as soon as reasonably practicable, upon becoming aware of the breach or loss respectively and undertake to report immediately to the Bank of any error or discrepancies found in any statement or entry. If the Bank does not receive any notification in writing within twenty-one (21) calendar days from the statement date of any errors or discrepancies as regards to the debit or credit entries in the statement, then I/we shall be treated as having accepted such entries made up to the date of the last entry in the statement as correct and conclusive and thereby adopt all withdrawals or other debits to the account therein.
- 28.7 I/We, hereby irrevocably authorise the Bank to treat the Bank's records of any transactions effected through the said account including but not limited to transactions effected by mail order, telephone order, the internet and self-service terminals from any source purportedly by me/us as evidence of transaction(s) properly incurred by me/us and to debit the account for payment of such transaction(s) notwithstanding that the transaction(s) may not be authorised by me/us and further notwithstanding that such authorisation or record to debit the account as aforesaid may not contain my/our signature.
- 28.8 The Bank reserves the right:
- 28.8.1 To vary, amend or revise any of the Terms and Conditions herein, features and benefits of the account by giving me/us twenty-one (21) calendar days prior notice by displaying the said amendments and/or the new features/benefit at the Bank's premises and the Bank's website;
- 28.8.2 To prevent any operation on this account, if the Bank suspects that the account is being used for any illegal purposes.
- 28.9 The terms and conditions herein shall be subject to the provisions of the Islamic Financial Services Act 2013 (IFSA) and any other modifications thereto or any directive from BNM or as may be directed or required by a regulatory body.
- 28.10 I/We consent and authorise the Bank to disclose to BNM, any authority/body having jurisdiction over the Bank, any guarantor(s)/security parties, and/or its lawyers or any debt collection agent any information relating to my/our affairs, banking accounts or conduct thereof (including my/our credit standing) to such extent and for such purposes.
- 28.11 The above Terms and Conditions governs the general rules on the opening and operations of Savings Account-i and might vary depending on the Savings Account-i product type.

Specific Terms And Conditions

1. Savings Account-i

1.1 The Bank shall accept the sum of money deposit and any sum of monies to be subsequently deposited into the Savings Account-i on the principle of Qard and I/we agree to give my/our consent to the Bank to deal with the whole or any part of any monies standing to the credit of my/our account in the manner that the Bank shall determine. The Bank guarantees payment of the whole sum or any part thereof standing to the credit of my/our account when demanded.

2. Bestari Savings Account-i

2.1 This Savings Account-i is for minors below the age of eighteen (18) years old only.

2.2 The Bank shall accept the sum of money deposit and any sum of monies to be subsequently deposited into the Savings Account-i on the principle of Qard and I/we agree to give my/our consent to the Bank to deal with the whole or any part of any monies standing to the credit of my/our account in the manner that the Bank shall determine. The Bank guarantees payment of the whole sum or any part thereof standing to the credit of my/our account when demanded.

3. PB MySalary Savings Account-i

3.1 This Savings Account-i is for the crediting of employees' salary.

3.2 Individuals (personal or joint) aged eighteen (18) years and above are eligible to open the account.

3.3 The Bank reserves the right to convert this PB MySalary Savings Account-i to the Bank's Savings Account-i if there are no crediting transactions into my/our PB MySalary Savings Account-i for a continuous period of not less than three (3) months.

3.4 Conversion of an account from other Savings Account-i to this PB MySalary Savings Account-i is not allowed.

In case of conflict or discrepancy between the English text and the Bahasa Malaysia or Chinese translation hereof, the English text shall prevail.

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