

## Definitions

The following terms and expressions used in these Terms and Conditions have the following meanings:-

“Account(s)” means any account opened or maintained with us (whether singly or jointly) which may be accessed through the Internet Banking Services and/or any Digital Banking Application as may be determined by us from time to time.

“Accountholder(s)” or “you” or “your” means an accountholder of the Account, whether singly or jointly, whichever is applicable and shall include their respective personal representatives and, where applicable, any authorised signatory, mandate holder, user, agent, or representative acting on the Accountholder’s behalf.

“Approved Communication Channel” means the communication channels (including but not limited to the telephone, computer or any electronic means including any Digital Banking Application as may be approved by us from time to time and which requires authentication of your identity or authorisation of any Transaction with the Pass code) which you may use to issue Instructions to us.

“Authorised Third Parties” means any entity, company, corporation or institution which may offer products, services, content or information on our official website or through any Digital Banking Application or platform from time to time.

“Business Day” means any day banks are open for business in Kuala Lumpur or such other place as we may determine from time to time, excluding any day on which banking operations are restricted by reason of public holiday, market disruption, system maintenance, or regulatory directive.

“Digital Banking Application” means any mobile application, software, platform, interface, portal, or digital solution (including any updates, patches, versions, or enhancements) made available by us from time to time to enable access to Internet Banking Services through mobile or other electronic devices.

“eStatement” means the electronic statement which is available for viewing through your Internet Banking Services and/or any Digital Banking Application following your enrolment for the eStatement service for the Account.

“Electronic Alert Service” means a service which we provide to you through email or SMS or push notification or in-app notification by alerting you of certain types of Transactions, as determined by FTAGIB at its sole discretion and to provide banking information on the rates and prices of the banking product which you currently have subscribed with us or which we may offer to you from time to time.

“Equipment” means any compatible electronic, wireless, communication, transmission or telecommunications equipment, device or medium including but not limited to the internet, any computer, mobile phone, device, terminal or system which may be required to access and use the Internet Banking Services or any Digital Banking Application.

“Group” means our agencies, representative, officers, affiliated associated or related corporations and their respective officers, servants or agents, whether in Malaysia or elsewhere including any holding company, subsidiary, or affiliate within the meaning of applicable laws.

“Instructions” means any instructions given by you to us using the Pass code through the Internet Banking Services and/or any Digital Banking Application or through any Approved Communication Channel.

“Internet Banking Services” means the internet banking services and/or products we offer to you from time to time through any Equipment that enables you to access your Account(s) and/or effect banking and/or other Transaction electronically.

“Limit” means the maximum daily amount that you are allowed to transact from the Account using the Internet Banking Services and/or any Digital Banking Application or the balance amount in the Account, whichever is lesser.

“Legal Process” may include, but is not limited to, any originating process including writ of summons and originating summons as well as any other forms of originating process, pleadings, interlocutory applications, affidavits, orders, judgments and any other documents which are required to be served under any written law in any jurisdiction and such notices under the Insolvency Act 1967 and the National Land Code (Revised – 2020) or any equivalent legislation elsewhere.

“Network Service Provider” means any internet service provider or commercial online service provider providing internet connection to the world wide web or mobile telecommunications network.

“OTP” means the one-time password generated, transmitted, or delivered through SMS, email, any Security Device, any Digital Banking Application, or any other authentication method approved by us from time to time, to your mobile number, email address, device, or account which is registered with us, for the purpose of authentication or authorisation.

“Pass code” means the password or code which is used to authenticate your identity or authorise a Transaction. A Pass code includes your User ID, password, personal identification number, word, phrase, OTP, Access ID, and code generated by a Security Device or biometric identifier and includes any other pass code as we may issue to you from time to time.

“Personal Data” may include, but is not limited to, your name, address, occupation, contact details, identification and verification data, the information contained in the Account held by you either singly or jointly with any other person, the type of products and/or services that you have subscribed to with us (including the Internet Banking Services and the eStatement services), any Transactions and such other necessary data regarding yourself and your transactions with us.

“Security Device” means a token or other device (whether physical or digital) that generates a Pass code or otherwise facilitates authentication or authorisation.

“SMS” means Short Message Service.

“Transaction” means all transactions effected by you using the Internet Banking Services or any Digital Banking Application, whether financial or non-financial.

“Transaction Authorisation Code” means a time-based one-time password and HMAC-based one-time password, which is registered with us to perform selected transactions or any equivalent authentication code approved by us.

“FTAGIB”, “our”, “us” or “we” means FTAG Investment Bank Limited and includes all its successors-in-title and assigns.

“User ID” means a name comprising of alphanumeric characters which must be keyed in to enable our computer system to identify you and your Account or any equivalent digital identifier approved by us.

## 1. Terms and Conditions

- 1.1 These terms and conditions (“Terms and Conditions”) govern our Internet Banking Services and any Digital Banking Application, mobile application, platform, system, interface, or technology channel made available by us from time to time, and it is important that you read and understand these Terms and Conditions before using and accessing the Internet Banking Services. By accessing, downloading, installing, registering for, or using any part of our Internet Banking Services, you are deemed to have read, understood and accepted these Terms and Conditions, as amended from time to time.
- 1.2 These Terms and Conditions are additional to and are to be read together with:
  - a) the respective terms and conditions governing the Accounts, which can be found at our website at [www.ftagib.com](http://www.ftagib.com); and
  - b) the terms and conditions governing our official website
  - c) any terms and conditions, rules, policies, notices, guidelines, or disclosures applicable to any Digital Banking Application, electronic platform, security feature, authentication method, or technology channel made available by us; and
  - d) any product-specific, service-specific, jurisdiction-specific, or client-specific terms and conditions issued by us from time to time.
- 1.3 If there is a discrepancy or inconsistency between these Terms and Conditions and the Other Terms, unless expressly stated otherwise, these Terms and Conditions shall prevail for matters in relation to the Internet Banking Services and any Digital Banking Application.
- 1.4 A reference to -
  - a) the singular number includes the plural, and vice versa;
  - b) the masculine gender includes the feminine and neuter genders, and vice versa;
  - c) a person includes the person’s attorney, executors and administrators, and these Terms and Conditions will bind those persons; and
  - d) “including” or “for example” or other similar words when introducing an example does not limit the meaning of words to those examples.
  - e) any reference to “access”, “use”, or “operate” includes access to or use of any Digital Banking Application, platform, system, or technology channel provided by us;
  - f) any reference to “you” or “your” includes, where applicable, any authorised user, representative, mandate holder, or person acting on your behalf; and
  - g) headings are for convenience only and shall not affect interpretation.

## 2. Eligibility

- 2.1 You must be an Accountholder aged eighteen (18) years and above before you apply for the Internet Banking Services. The Internet Banking Services are made available solely to persons who maintain an Account with us and who satisfy all eligibility, onboarding, due diligence, regulatory, and internal risk-acceptance requirements as determined by us from time to time at our sole and absolute discretion.
- 2.2 The Internet Banking Services are not intended for, and shall not be treated as, retail banking services or facilities, and are made available strictly on a non-consumer, non-public-offer basis. Nothing in these Terms and Conditions shall be construed as creating or evidencing any retail banking relationship or consumer-banking arrangement.
- 2.3 You represent and warrant that you are legally competent, duly authorised, and permitted under all applicable laws and regulations (including the laws of your jurisdiction of incorporation, residence, or operation) to access and use the Internet Banking Services, and that such access and use does not contravene any applicable law, regulation, sanction, or restriction.
- 2.4 We may, at any time and without notice, restrict, suspend, or refuse access to the Internet Banking Services (in whole or in part) if:
  - a) you fail to meet any eligibility, compliance, or internal risk criteria imposed by us;
  - b) you are located in, ordinarily resident in, or accessing the Internet Banking Services from any jurisdiction which we determine (acting reasonably or otherwise) to be restricted, prohibited, or high-risk;
  - c) continued access would expose us or any member of the Group to regulatory, legal, reputational, operational, or sanctions-related risk; or
  - d) we are required or advised to do so by any regulatory authority, court, or competent body.

## 3. Application for the Internet Banking Services

- 3.1 If you have an Account, you may apply for the Internet Banking Services through your appointed relationship manager or through such other application process, channel, or method as we may prescribe from time to time.
- 3.2 We can, at our absolute discretion decline any application for Internet Banking Services without giving any reason. For the avoidance of doubt, submission of an application does not create any obligation on us to approve, activate, or make available the Internet Banking Services, whether in whole or in part.
- 3.3 If you have more than one Account with us, you may request to link the Accounts that are eligible to be linked, as determined by us at our sole discretion from time to time, to your Internet Banking Services. We can, at our absolute discretion decline any request to link an Account without giving any reason. We may impose such conditions, limitations, or restrictions on any linked Account (including transaction limits, functionality restrictions, or access controls) as we may determine from time to time.
- 3.4 You acknowledge and agree that we may require you, at any time before or after approving your application, to provide such information, declarations, confirmations, documents, or undertakings as we may deem necessary or appropriate for the purposes of compliance with applicable laws,

regulations, guidelines, sanctions, internal policies, or risk-management requirements, including anti-money laundering and counter-terrorism financing obligations.

- 3.5 Approval of the Internet Banking Services (if granted) may be conditional, limited, or subject to such restrictions as we may impose, including restrictions by jurisdiction, transaction type, currency, account type, platform, or Digital Banking Application.
- 3.6 We may suspend, revoke, or modify any approval granted under this Clause 3 at any time if:
  - a) any information provided by you is incomplete, inaccurate, misleading, or subsequently becomes outdated;
  - b) there is any change in your legal, regulatory, risk, or compliance profile;
  - c) we reasonably determine that continued access may expose us or any member of the Group to legal, regulatory, sanctions, reputational, or operational risk; or
  - d) we are required or advised to do so by any regulator, authority, or competent body.

## 4. Joint Accountholders

- 4.1 For joint Accounts which do not require more than one signatory, the Internet Banking Services will be made available to each Accountholder. Each Accountholder shall be entitled to access and use the Internet Banking Services independently, and any Instruction given or Transaction effected by any one Accountholder shall be deemed to have been authorised by all Accountholders.
- 4.2 We shall be entitled to act on any Instructions from any Accountholder and each Accountholder shall be jointly and severally liable for all Transactions effected on the joint Account through the Internet Banking Services. For the avoidance of doubt, we shall not be required to verify, enquire into, or determine any internal arrangement, restriction, dispute, or understanding between the joint Accountholders, whether notified to us or otherwise.
- 4.3 For joint Accounts which require more than one signatory, the Accounts will not be made available in the Internet Banking Services. Notwithstanding the foregoing, we may, at our sole and absolute discretion, permit limited or view-only access to such Accounts or enable specific functionalities subject to such conditions, controls, or restrictions as we may impose.
- 4.4 You acknowledge and agree that any change in mandate, signing arrangement, or authority in respect of a joint Account shall not be effective for the purposes of the Internet Banking Services unless and until such change has been received, verified, and accepted by us in accordance with our internal procedures.
- 4.5 We shall not be liable for, and shall not be required to act upon, any notice of dispute, revocation, restriction, or limitation of authority between joint Accountholders unless and until such notice has been formally acknowledged and implemented by us. Pending such implementation, we may continue to act on any Instruction in accordance with the existing mandate and these Terms and Conditions.

## 5. First Time Login

- 5.1 When you login to the Internet Banking Services for the first time, you will be required to key in the Access ID which was issued by us to you or such other identifier or credential as we may prescribe from time to time.
- 5.2 You will also be required to key in the Pass code. The generation, transmission, delivery, or receipt of any Pass code is subject to network availability, system integrity, and other factors beyond our control, and we do not warrant or guarantee successful or timely delivery of any Pass code.
- 5.3 For subsequent access to the Internet Banking Services, you will need to key in your Access ID and password or such other authentication credentials or methods as we may determine or require from time to time.
- 5.4 If you fail to key in the correct information, you will not be able to access the Internet Banking Services. We shall not be liable for any loss, delay, or inability to access the Internet Banking Services arising from any failure, error, interruption, or unavailability of authentication credentials, systems, networks, or delivery channels.
- 5.5 You acknowledge and agree that any access to the Internet Banking Services using your Access ID, Pass code, or other authentication credentials shall be deemed to be valid, authorised, and binding on you, and we shall be entitled to rely conclusively on such access as evidence of your identity and authority, unless and until you have notified us in accordance with these Terms and Conditions of any compromise or unauthorised use.
- 5.6 We may, at any time and without prior notice, require additional authentication steps, replace or revoke existing authentication credentials, or impose enhanced security measures as we may deem necessary or appropriate for security, regulatory, or risk-management purposes.

## 6. Computer Terminals and Network Access

- 6.1 You are solely responsible:
  - a) for ensuring that the Equipment, computer terminal and related software and hardware meet the minimum requirements specified by us from time to time; and
  - b) for the installation, maintenance and security of your computer terminal, related software (including the internet browser software) and hardware used to access the Internet Banking Services.

Without prejudice to the foregoing, you shall ensure that any Equipment used to access the Internet Banking Services is free from malware, unauthorised software, viruses, and security vulnerabilities, and is not compromised, rooted, jail-broken, modified, or operated in an environment which may expose the Internet Banking Services to security or operational risk.

- 6.2 Your access to our official website and the Internet Banking Services through a Network Service Provider will be subject to the terms and conditions of the Network Service Provider. You acknowledge and agree that we have no control over, and shall not be responsible or liable for, the performance, availability, security, integrity, or reliability of any Network Service Provider, telecommunications

provider, internet service provider, or any third-party network or infrastructure used in connection with the Internet Banking Services.

- 6.3 You shall not access or attempt to access the Internet Banking Services using any Equipment, software, or network which we determine (acting reasonably or otherwise) to be insecure, compromised, unauthorised, or incompatible with our security requirements. We may, without notice, restrict or suspend access where such risk is identified.
- 6.4 We shall not be liable for any loss, damage, delay, interruption, unauthorised access, or inability to use the Internet Banking Services arising from:
  - a) any failure, defect, limitation, or incompatibility of your Equipment or software;
  - b) any interception, intrusion, attack, or unauthorised access through any network, device, or system not under our direct control; or
  - c) any act or omission of any Network Service Provider or third-party service provider.

## 7. Pass code and Security Device

- 7.1 You shall take all reasonable steps to ensure and prevent the loss, theft or any unauthorised and/or fraudulent use of your Pass code and Security Device and to ensure the Security Device and Pass code is solely within your possession and secure at all times. You shall be fully responsible for all acts and omissions in relation to the custody, control, and use of any Pass code and Security Device, whether used by you or by any other person.
- 7.2 You agree that your Pass code is strictly confidential and undertake not to disclose or expose or in any way cause your Pass code to be disclosed or exposed to any person (including our employees) through unsolicited phone calls, emails or on any website other than our official website at [www.ftagib.com](http://www.ftagib.com) or any other manner. Any advice sent to you concerning the Pass codes must be destroyed after you have read them. For the avoidance of doubt, we shall never request disclosure of your Pass code, and any purported request for such disclosure shall be deemed unauthorised.
- 7.3 You should memorise your Pass code and ensure that no written record of your Pass code is kept at any place or in any manner which may enable a third party to have access to or to use your Pass code. You should not use a common Pass code, date of birth or telephone number, and ensure that you change your Pass code from time to time.
- 7.4 You should ensure that you log off from the Internet Banking Services. You acknowledge that failure to log off may expose you to unauthorised access and that we shall not be responsible for any loss arising therefrom.
- 7.5 You shall not record your Pass code on any software which retains it automatically (such as computer screen prompts or 'save password' feature or the like on your internet browser). You shall also ensure that your electronic gadget(s) including but not limited to personal computers, smart phones, tablets, notebook and laptops do not automatically save and record your Pass codes.
- 7.6 You agree that failing to comply with these requirements may expose you to the consequences of theft or unauthorized use of the Internet Banking Services to access your Accounts, in which event you will be liable for all Transactions effected on the Account through the Internet Banking Services, whether or not such Transaction is within your knowledge or authority. Such liability shall apply irrespective of

whether the relevant Pass code or Security Device was used with or without your consent or knowledge.

7.7 Any access to, or use of, the Internet Banking Services using your Pass code or Security Device shall be deemed to have been effected by you and shall be valid, authorised, and binding on you for all purposes, and we shall be entitled to rely conclusively on such access or use.

7.8 If you suspect or become aware that –

- an unauthorized person knows your Pass code;
- there has been unauthorised access to your Account or use of your Pass code or Security Device through the Internet Banking Services; or
- Your smart phone is lost or stolen; or
- there was any unauthorized Transactions;

you must immediately change the existing Pass codes or request for new Pass codes, whichever is applicable. You must also, as soon as reasonably practicable, notify us at our email (details are set out in Clause 35 below) and comply with the requirements mentioned in Clauses 16.1 and 16.2 in these Terms and Conditions. You must also give us any relevant information and reasonable assistance in investigating the matter. Pending such notification and our acknowledgement thereof, all access and Transactions effected using your Pass code or Security Device shall be deemed authorised by you.

7.9 You will be liable for any unauthorized transactions that occur in relation to a lost, stolen or misused Pass code and/or smart phone, unless you have notified us in accordance with Clauses 16.1 and 16.2 or you have not acted fraudulently. For the avoidance of doubt, mere assertion of fraud or unauthorised use shall not be sufficient to relieve you of liability unless established to our reasonable satisfaction.

7.10 Notwithstanding anything in this Clause 7, we may deactivate or revoke the use of your Pass codes at any time. Such deactivation or revocation may be effected without prior notice and without liability to you.

## 8. Internet Banking Services

8.1 The range of our Internet Banking Services which are indicated on our official website may be varied by us from time to time at our sole discretion. No representation or warranty is given that any particular service, function, feature, or capability will be made available on a continuous or permanent basis, or across all platforms or Digital Banking Applications.

8.2 Where we offer new or additional services, your acceptance in the manner prescribed by us and use of such new or additional services shall be subject to these Terms and Conditions and such additional terms and conditions (if any) as may be prescribed by us from time to time. We may impose service-specific conditions, limitations, transaction thresholds, access controls, or eligibility requirements in respect of any such new or additional services.

8.3 We may at any time:-

- change the operating hours or the time period during which the Internet Banking Services is made available;

- b) set or change the manner of use of the Internet Banking Services;
- c) limit, cancel or suspend the operations of the Internet Banking Services or part of it; or
- d) suspend temporarily the operations of Internet Banking Services for any updating, upgrading, maintenance or enhancement works. In the event the Internet Banking Services are not available, you agree to carry out your transactions using other alternative banking services available to you.

Any such action may be taken with or without prior notice, and without liability to you, where we consider it necessary or appropriate for operational, security, regulatory, compliance, or risk-management reasons.

- 8.4 We will use reasonable efforts to ensure that the Internet Banking Services will be available during the specified times but we cannot guarantee that they will be available and uninterrupted at all times. We do not warrant or represent that the Internet Banking Services will be error-free, secure, timely, or free from interruption, delay, or unauthorised access.
- 8.5 If you receive data or information through the Internet Banking Services which is not intended for you, you are to immediately inform us by email (details are set out in Clause 35 below) and delete the same. You shall not use, retain, disclose, copy, or rely on such data or information for any purpose, and any such receipt shall not confer any right, entitlement, or benefit on you.
- 8.6 We may, at our sole and absolute discretion, restrict, suspend, or terminate your access to any part of the Internet Banking Services if we determine that such access:
  - a) poses or may pose a security, operational, regulatory, sanctions, or reputational risk to us or any member of the Group;
  - b) is inconsistent with applicable laws, regulations, or regulatory guidance; or
  - c) is otherwise inappropriate having regard to our internal policies or risk appetite.
- 8.7 You acknowledge and agree that the Internet Banking Services are provided on an “as is” and “as available” basis, and that access to or use of the Internet Banking Services does not give rise to any obligation on us to provide alternative access, manual processing, or substitute services.

## 9. Electronic Alert Service

- 9.1 The Electronic Alert Service is a service provided to you whereby you may request for specific and timely reminders as well as other banking information made available by us to you (“Alert”). These Alerts will be sent to your email or SMS or in such other manner as we may determine from time to time. Alerts are provided solely for your convenience and information and shall not constitute advice, confirmation, verification, or validation of any Transaction or Account status.
- 9.2 In order to receive such Alerts, you must have accessibility to the internet (through your own Network Service Provider) or telecommunications or mobile services from the relevant licensed service providers. You are solely responsible for ensuring the accuracy and currency of your contact details for the purposes of receiving Alerts.
- 9.3 If you requested for the transmission of the Alerts to be by way of SMS, there may be charges which shall be payable by you in respect of each SMS Alert. You agree to authorise us to debit such charges from the Account selected by you (when you requested for the Electronic Alert Service) for each and

every SMS Alert issued at your request. Such charges may be imposed, varied, or withdrawn by us or any third-party service provider from time to time.

- 9.4 You acknowledge and accept that the Alerts sent to you as requested under the Electronic Alert Service may not be encrypted and there is a risk that the contents of the Alerts (which may contain information in respect of your Accounts) sent to you may be viewed by another person who may or may not be authorised by you to view the Alerts. You agree that you shall take all the necessary precautions to prevent any unauthorised disclosure of the Alerts and we shall not be held liable in any manner for any unauthorised disclosure of such Alerts. You further acknowledge that Alerts may be delayed, intercepted, corrupted, duplicated, or not delivered, and that we do not warrant the confidentiality, integrity, accuracy, or timeliness of any Alert.
- 9.5 You are aware that our provision of the Electronic Alert Service and the Alerts is dependent on the services of your respective Network Service Provider and licensed service provider. We shall not be held liable in any manner for any loss or damage you may suffer or incur arising from the non-delivery, delay or error in the transmission of the Alerts or inaccuracies in the contents of the Alerts caused by the respective Network Service Provider and licensed service provider. This exclusion of liability shall apply regardless of whether the Alert relates to a Transaction, security event, or Account activity.
- 9.6 We reserve the right to refuse to act on any Instructions pertaining to the Electronic Alert Service and to vary the features and/or availability of the Electronic Alert Service from time to time at our absolute discretion. We may suspend or discontinue the Electronic Alert Service (in whole or in part) at any time, with or without notice, and without liability to you.
- 9.7 You acknowledge and agree that you must not rely on the Electronic Alert Service as a substitute for regularly monitoring your Accounts, Transactions, statements, or other communications made available through the Internet Banking Services. Any failure to receive or act upon an Alert shall not affect your obligations or liability under these Terms and Conditions.

## 10. Instructions

- 10.1 All Instructions given or Transactions effected through the Internet Banking Services using your Pass code and Security Device are irrevocable and binding on you. You waive any right to revoke, cancel, vary, or reverse any Instruction once it has been transmitted through the Internet Banking Services, whether or not such Instruction has been processed or completed.
- 10.2 We will carry out the Instructions given by you in accordance with our standard banking practices. If we receive your Instructions after a certain time or deadline set for certain Transactions (in accordance with our standard banking practices), the Instructions may only be carried out on the next Business Day. You acknowledge that cut-off times, processing times, and settlement timelines may vary by transaction type, currency, jurisdiction, system availability, and correspondent arrangements.
- 10.3 You shall ensure that the Instructions provided to us are complete, accurate and correct and you shall be liable for any Transaction effected by us pursuant to your Instructions. We shall not be responsible for verifying the completeness, accuracy, legality, or commercial rationale of any Instruction.
- 10.4 We shall be entitled to rely and act upon any Instruction and shall not be liable to you in any way for acting in good faith upon any such Instruction even though it is subsequently shown that it was not given by you, or for any error, incomplete information or misunderstanding in the Instructions given.

Any Instruction received through the Internet Banking Services using your Pass code or Security Device shall be deemed to have been authorised by you, and we shall not be required to investigate the identity, authority, or intention of the person giving such Instruction.

- 10.5 We shall be entitled to debit your Account immediately on completion of any Transaction. We may also debit your Account prior to completion, on a provisional or anticipated basis, where required by our systems, correspondent banks, or settlement arrangements.
- 10.6 We may at any time at our sole discretion, refrain from acting upon any Instruction or part of it or refuse to execute any such Instruction, if:-
  - a) we have any doubt on the authenticity, clarity or completeness of the Instructions;
  - b) the form or content of such Instructions is not in accordance with the requirements or policies or practices as we prescribe from time to time;
  - c) we believe or suspect that the Instructions are unauthorised or fraudulent;
  - d) you have not complied with these Terms and Conditions or there has been a breach of these Terms and Conditions; or
  - e) we deem appropriate in the circumstances;and we shall not be liable to you for any loss, liability or expenses arising from us refraining or refusing to act. For the avoidance of doubt, we are under no obligation to provide reasons for any refusal or delay in acting on any Instruction.
- 10.7 You agree to indemnify us and to keep us fully indemnified at all times against any claims, demands, actions, proceedings, loss and expenses (including legal costs on a full indemnity basis) arising in any manner howsoever from our action on your Instructions, or as we deem fit, refusing to act on your Instructions or part of it. This indemnity shall apply notwithstanding any allegation of unauthorised use, fraud, mistake, or system error, save only to the extent arising from our wilful misconduct.
- 10.8 You acknowledge and agree that Instructions transmitted through the Internet Banking Services may be processed automatically without human intervention, and that we shall be entitled to rely on system logs, records, and audit trails as conclusive evidence of the content, time, and authenticity of such Instructions.

## 11. Transactions and Limits

- 11.1 Before providing any Instructions to us through the Internet Banking Services to effect any Transaction, you shall ensure that there are sufficient available funds in the Account to perform the Transaction. We shall not be obliged to verify the sufficiency of funds prior to acting on any Instruction.
- 11.2 You must not use or attempt to use the Internet Banking Services to effect any Transaction, in particular payments or transfer of funds from any Account unless there is sufficient available funds in the relevant Account. Any Instruction submitted notwithstanding insufficient funds may be rejected, reversed, or processed at our discretion, and you shall remain liable for any resulting charges, losses, or overdrafts.
- 11.3 We can at our absolute discretion require you at any time to prescribe a Limit on your daily Transaction and you cannot use the Internet Banking Services to effect any Transaction exceeding such Limit. The

Limit prescribed by you must not exceed the Limit as determined by us from time to time at our sole discretion.

11.4 We may at any time at our sole discretion, refrain from effecting any Transaction if:-

- a) there is an error, defect, failure or interruption in the system or Equipment for any cause beyond our control or for any reason;
- b) there is an error on our part;
- c) there is insufficient available funds in the relevant Account;
- d) by effecting the Transaction, the balance in the Account will drop below the minimum balance required to be maintained for the Account as provided under the respective terms and conditions governing the Accounts; and
- e) there is an attempt by you to effect a Transaction which exceeds the Limit.

For the avoidance of doubt, we shall not be responsible for monitoring balances, limits, or minimum balance requirements on your behalf.

11.5 Notwithstanding Clause 11.4 above, we can refuse to carry out any Transaction effected by you using the Internet Banking Services for any reason we deem fit. Such refusal may be effected without prior notice and without liability to you.

11.6 Any Transaction processed by us is subject to applicable cut-off times, settlement cycles, correspondent banking arrangements, clearing systems, and regulatory requirements. We shall not be liable for any delay, rejection, reversal, or failure in settlement arising from such factors.

11.7 Where a Transaction is provisionally processed, reversed, cancelled, or adjusted for any reason (including system error, compliance review, or settlement failure), you agree that we may debit or credit the relevant Account accordingly, and such adjustment shall be binding on you.

## 12. Transaction Records

12.1 Transactions which have not been effected shall not appear in the transaction history of the relevant Account which you can view through the Internet Banking Services. The items shown in the transaction history viewed through the Internet Banking Services shall not be conclusive of the transactions and balances of the relevant Account. Any transaction history, balance, or information displayed through the Internet Banking Services is indicative only and may be subject to subsequent adjustment, correction, or reconciliation.

12.2 Our records of any Instructions, communications, operations and Transactions which have been effected through the Internet Banking Services by you using your Pass code or Security Device shall be binding and conclusive on you for all purposes whatsoever including for the purposes of any legal proceedings. Such records (including electronic logs, system records, audit trails, timestamps, and authentication data) shall, in the absence of manifest error, constitute conclusive evidence of the Instructions given, Transactions effected, and matters recorded therein, and shall be admissible in evidence in any legal proceedings.

12.3 You are to ensure that you regularly monitor the Accounts and the balances therein when using the Internet Banking Services. You acknowledge that we have no obligation to notify you of any

Transaction, discrepancy, or irregularity other than as expressly provided under these Terms and Conditions.

- 12.4 You are to immediately notify us of any inaccuracy or irregularity in any of the Accounts. Any failure to notify us promptly may prejudice your rights and shall not affect the conclusiveness of our records.
- 12.5 You acknowledge and agree that electronic records, computer-generated data, and digital reproductions maintained by us shall be treated as original records for all purposes, and you waive any objection to the admissibility or evidential weight of such records on the ground that they are in electronic form.

## 13. eStatement

- 13.1 The eStatement for the enrolled Accounts shall be available for viewing for a period of six (6) months from the date stated on the respective eStatement (“eStatement Date”), or such other period as determined by us at our sole and absolute discretion. We may vary, shorten, or extend the availability period for any eStatement at any time without liability to you.
- 13.2 You are solely responsible to install the appropriate software such as Acrobat Reader, which is required to view the eStatement. We do not warrant the compatibility, availability, or continued functionality of any software required to view the eStatement.
- 13.3 The eStatement shall be deemed to be delivered on the date the eStatement is made available for your viewing through the Internet Banking Services and the eStatement will be deemed to have been sent and received by you. Such deemed delivery shall apply regardless of whether you have accessed, viewed, or downloaded the eStatement.
- 13.4 You are solely responsible to view and examine the eStatement in a prompt and timely manner once you receive an email or Push notification or SMS notification (whichever is applicable) from us informing you that the eStatement is available for viewing. Any notification of availability is for convenience only and does not affect the deemed delivery of the eStatement under Clause 13.3.
- 13.5 If you think there is an error in the eStatement or there are any unauthorised Transactions in your Account as reflected in the eStatement, you must notify us in writing within the applicable time period set out in the respective terms and conditions governing the Accounts and you must provide to us any relevant information and reasonable assistance required from you in investigating the matter. Failing such notification within the applicable time period, the eStatement shall be deemed correct, final, and binding on you, and you shall be precluded from disputing the same.
- 13.6 You acknowledge and agree that eStatements are provided in electronic form only, and we are under no obligation to issue paper statements unless expressly agreed by us in writing.
- 13.7 We may, at our discretion, rectify any clerical, system, or computational error in any eStatement at any time, and any corrected eStatement shall replace the earlier version and be binding on you.

## 14. Fees, Charges and Right to Debit

- 14.1 You agree to pay, and authorise us to debit from the Account, at any time without notifying you in advance, all fees, charges, interests, taxes, duties or levies incurred in connection with the use of the

Internet Banking Services, and all legal costs, charges and expenses which we may incur in enforcing or seeking to enforce these Terms and Conditions. Such debiting may be effected automatically and without prior demand, and may be made from any Account maintained by you with us.

- 14.2 You are liable to pay for any goods and services tax or other taxes or levies which as at the date of application to use the Internet Banking Services or at any date subsequent to the application to use the Internet Banking Services, is required by law or regulations, guidelines, decisions or directives issued under such laws (and shall include any amendments made to such laws, regulations, guidelines, decisions or directives) to be paid to any body or authority having jurisdiction over us, in respect of any fees and charges charged or incurred by us in relation to the Internet Banking Services. Unless otherwise stated by us at any time, any fees and charges notified to you are inclusive of any applicable goods and services tax at the prevailing rate. Where we have stated otherwise, you shall be liable to pay the applicable goods and services tax in addition to our fees and charges.
- 14.3 Any goods and services tax or other taxes or levies incurred by us in relation to the Internet Banking Services and any other goods or services provided under the Internet Banking Services shall be borne by and charged to you and in the event that we shall effect any payment, you shall be liable to reimburse us for such amounts paid. Such reimbursement shall be made immediately upon demand and may be debited by us without notice.
- 14.4 You must pay for the fees and/or charges imposed at any time by us or any relevant authority having jurisdiction over us for the use of the Internet Banking Services and such fees and charges may change from time to time including but not limited to charges for fund transfers, taxes, duties, levies and any other service charge as we may deem fit. The current rates on fees and charges will be made available to you upon your request. We may vary, introduce, or withdraw any fees or charges at any time and your continued use of the Internet Banking Services shall constitute acceptance of such variation.
- 14.5 If any amount debited from an Account results in a debit balance or overdraft, you shall immediately repay such amount together with any interest, fees, or charges applicable thereto, without prejudice to any of our rights or remedies.
- 14.6 All amounts payable by you under these Terms and Conditions shall be paid in full, without set-off, counterclaim, deduction, or withholding of any kind, unless such deduction or withholding is required by law, in which event you shall gross up the payment so that we receive the full amount which we would have received but for such deduction or withholding.

## 15. Unlawful Transactions

- 15.1 You cannot use the Internet Banking Services for any unlawful activities. You represent, warrant, and undertake on a continuing basis that:
  - a) you will not use, and have not used, the Internet Banking Services or any Account for any unlawful, illegal, or prohibited activity;
  - b) no Transaction involves, directly or indirectly, the proceeds of any unlawful activity and all Transactions comply with applicable anti-money laundering, counter-terrorism financing, anti-bribery, and tax laws;

- c) neither you nor any person acting on your behalf is a sanctioned person or is owned or controlled by a sanctioned person; and
- d) no Transaction breaches or circumvents any applicable sanctions, embargoes, or restrictive measures imposed by any authority in Malaysia or any other jurisdiction.

If we find, suspect or have reasons to believe that the Internet Banking Services has been used for any unlawful activity, we may take any actions we consider appropriate in order for us to meet any obligation or requirement in Malaysia or elsewhere in the world in connection with the prevention or 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 we may take include immediately suspending or terminating the use of the Internet Banking Services, making reports and taking such appropriate actions as we may decide at our absolute discretion. Such actions may be taken without prior notice and without liability to you and shall not prejudice any other rights or remedies available to us.

- 15.2 You acknowledge and agree that we are under no obligation to monitor, detect, or prevent unlawful use of the Internet Banking Services, and that any monitoring or screening conducted by us is undertaken solely for our own regulatory and risk-management purposes.
- 15.3 You shall indemnify and hold us harmless from and against all losses, liabilities, claims, costs, and expenses (including legal costs on a full indemnity basis) arising out of or in connection with any breach of this Clause 15 or any investigation, inquiry, or action taken by any authority in connection with any Transaction.

## 16. Your Liability for Lost or Stolen Security Device, Disclosure of your Pass code to Any Person or Unauthorised Use of the Internet Banking Services

- 16.1 You agree and undertake to take all reasonable care and precaution to prevent the loss or theft of the Security Device, disclosure of your Pass code or the unauthorised use of the Internet Banking Services and should any of the foregoing events occur, you must as soon as reasonably practicable notify us at our email (details are set out in Clause 35 below) or any of our branches. You understand that failure to take reasonable care and precaution to safeguard your Security Device or Pass code may expose you to the consequences of theft and/or unauthorized use of the Internet Banking Services. You acknowledge and agree that until such notification is received and acknowledged by us in accordance with our procedures, all access to and use of the Internet Banking Services using your Pass code or Security Device shall be deemed authorised by you.
- 16.2 You must follow up your notification in Clause 16.1 with a written confirmation and submission of any documents as required by us including but not limited to a copy of the police report filed in relation to the loss or theft of your Security Device and/or disclosure of your Pass code within seven (7) days from the date of the loss/theft and/or disclosure. We may refuse to investigate or act on any claim of unauthorised use unless and until such written confirmation and documentation are received to our satisfaction.
- 16.3 All charges arising from the Transactions effected on the Account, whether authorised or not, are deemed to have been made by you. You will remain liable for all Transactions effected on the Account and all charges related to such Transactions unless:

a) you have reported any loss, theft or unauthorised use of the Security Device, Pass code and/or the Internet Banking Services as soon as reasonably practicable to our email (details are set out in Clause 35 below) or to any of our branches upon becoming aware of the loss or theft or unauthorised use respectively;

b) you have not acted fraudulently;

c) you did not deliberately disclose the Pass code to any person, whether through unsolicited emails or calls or on any website other than our official website or otherwise;

d) you have taken reasonable steps to keep the Security Device and/or Pass code secure at all times;

and our records of the Transactions effected on the Account through the Internet Banking Services are conclusive and binding on you. For the avoidance of doubt, the burden of proof in establishing the satisfaction of the conditions above shall rest solely on you.

16.4 To the fullest extent permitted by law, you will remain liable for any transaction effected through the use of the lost or stolen Security Device or Pass code, including transactions effected but not yet posted to the Account, and any existing standing instructions made by you to effect payment to any third party. Such liability shall continue notwithstanding any investigation, dispute, or claim of unauthorised use, save only to the extent we determine otherwise in our sole discretion.

16.5 We shall not be liable for any loss arising from unauthorised use of the Internet Banking Services which occurs as a result of your failure to comply with these Terms and Conditions, any act or omission of any third party, or any circumstances beyond our reasonable control.

## 17. Disclaimer

17.1 By using the Internet Banking Services, you acknowledge and agree:-

a) to accept the inherent risks associated with carrying out the Transactions through the internet, and digital or electronic platforms, including risks of delay, interception, unauthorised access, system failure, and data corruption;

b) that we and the Authorised Third Parties do not make any express or implied representations or warranties in relation to the Internet Banking Services including any warranty as to availability, accuracy, reliability, security, merchantability, fitness for a particular purpose, or non-infringement;

c) that where we provide hypertext links to third party internet websites, such links are not an endorsement by us of any products or services in such websites. Your decision to use such links are entirely yours and at your own risk and we accept no liability or responsibility for the content, use or availability of such websites. You agree that we are not required to verify the accuracy or the truth of the content of such websites; and

d) that nothing in our official website should be construed as a solicitation or offer, or recommendation, to acquire or dispose of any investment or to engage in another transaction, or to provide any investment advice or service.

You further acknowledge and agree that the Internet Banking Services do not constitute advisory, fiduciary, discretionary, or monitoring services, and that we owe no duty to advise, warn, monitor, or ensure the suitability, legality, or appropriateness of any Transaction.

17.2 To the fullest extent permitted by applicable laws and regulations, without prejudice to any other provisions under these Terms and Conditions, we (as well as any of our directors, officers and employees) shall not be liable for any damages, loss, costs and expenses arising out of, or in connection with the Internet Banking Services, or your use or inability to use the Internet Banking Services, or in connection with any error, omission, defect, computer virus or system failure. This exclusion applies whether such loss arises in contract, tort (including negligence), strict liability, breach of statutory duty, or otherwise, and whether such loss is direct, indirect, incidental, consequential, special, or punitive.

17.3 Without limiting the generality of Clause 17.2 above, we shall not be responsible or liable for any loss, damage or embarrassment incurred or suffered by you or any third party by reason of or arising from:-

- a) your failure to provide accurate, complete and timely Instructions to us under the Internet Banking Services or your failure to comply with these Terms and Conditions;
- b) for your inability to perform any of the Transactions due to limits set by us from time to time at our sole discretion;
- c) any error, alteration or destruction of the Instructions, data or information to or from us through the Internet Banking Services and the internet;
- d) any intrusion or attack by any person or party on any hardware, software or system used in relation to the Internet Banking Services or on the internet including but not limited to viruses, trojan horses, worms and/or macros or other harmful components or disabling devices that may suspend, disrupt or disable the Internet Banking Services or any part thereof;
- e) any restriction or prohibition on the use of the Internet Banking Services by any laws or regulations of any country from where you access the Internet Banking Services;
- f) the insufficiency of funds in any of your Accounts;
- g) any loss or damage caused by the Equipment, the internet browser providers or by the Network Service Providers or their agents or sub-contractors;
- h) any breakdown or malfunction of any Equipment, system or software used in connection with the Internet Banking Services, whether belonging to us or otherwise, including but not limited to any electronic terminal, server or system, telecommunication device, connection, electricity, power supply, telecommunications or other communications network or system or any part of the electronic fund transfer system;
- i) your failure to comply with the latest instructions, procedures and directions for use of the Internet Banking Services; or
- j) the corruption or loss of any data or instruction or in the course of transmission thereof whether through the Internet Banking Services or otherwise used by us or any other third party whether or not in connection with your Accounts or the Internet Banking Services.

17.4 Notwithstanding any other provision of these Terms and Conditions, we shall not be liable for any loss arising from:

- a) any act or omission of any correspondent bank, clearing system, intermediary, service provider, or third party;

- b) any delay, rejection, reversal, or failure of any Transaction due to compliance, sanctions, or regulatory screening; or
- c) any exercise by us of our rights under these Terms and Conditions, including suspension, restriction, refusal, or termination of the Internet Banking Services.

17.5 Nothing in these Terms and Conditions shall exclude or limit our liability for fraud or wilful misconduct to the extent such exclusion or limitation is prohibited by applicable law.

## 18. Indemnity

18.1 To the fullest extent permitted by applicable laws and regulations, you shall indemnify us and all of our servants, employees, nominees, directors and agents for all losses, costs, damages, embarrassment, claims and expenses, including legal fees and costs (on an indemnity basis), howsoever suffered or incurred by us (other than such losses, costs or damages arising from the willful misconduct of our employees and agents) including, without limitation:-

- a) us acting or carrying out any Instructions purportedly given to us pursuant to these Terms and Conditions whether or not such Instructions are unauthorized, inaccurate or incomplete;
- b) in connection with our preservation or enforcement of our rights under these Terms and Conditions or as a result of any non-compliance of these Terms and Conditions or of such other applicable terms and conditions by you;
- c) in connection with any action taken by any party against you or any Transaction or any Account for any reason whatsoever including but not limited to any unlawful, fraudulent, negligent or unauthorised use of the Internet Banking Services or Account;
- d) in connection to any involvement by us in any proceedings of whatever nature for the protection of or in connection with the Internet Banking Services or Account or Transaction;
- e) in connection with the compliance by us with any existing or future law or regulation or official directive in respect of any of these Terms and Conditions;
- f) arising out of or in connection with these Terms and Conditions; and
- g) arising out of or in connection with any taxation laws or regulations of any country having jurisdiction over us.

For the avoidance of doubt, this indemnity shall apply whether the relevant loss, claim, cost, or expense arises directly or indirectly, and whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise.

18.2 The indemnity in this Clause 18 shall extend to, and you shall indemnify us against, all losses, liabilities, costs, and expenses arising from or in connection with:

- a) any investigation, inquiry, examination, audit, request, or action by any regulator, authority, law enforcement agency, or court in any jurisdiction relating to you, any Transaction, or your use of the Internet Banking Services;
- b) any breach or alleged breach by you of applicable laws, regulations, sanctions, or regulatory requirements; and

- c) any act or omission of any person acting on your behalf or using the Internet Banking Services with your credentials.
- 18.3 You acknowledge and agree that we may incur costs, liabilities, or exposures prior to the determination of any fault, liability, or wrongdoing, and you shall indemnify us on a full indemnity basis upon demand, without requiring us to first establish fault, negligence, or liability on your part.
- 18.4 The indemnity under this Clause 18 shall be continuing, shall survive the termination of these Terms and Conditions and your access to the Internet Banking Services, and shall be without prejudice to any other rights or remedies available to us.

## 19. Termination

- 19.1 We may, at our sole and absolute discretion, with prior notice, restrict, suspend or terminate your access to the Internet Banking Services or any part of the services, without being obliged to provide any reason for the same.

Notwithstanding the foregoing, we may restrict, suspend, or terminate your access to the Internet Banking Services immediately and without prior notice where we consider it necessary or appropriate for security, regulatory, compliance, sanctions, risk-management, or operational reasons, or to protect our interests or those of any member of the Group.

- 19.2 We may, at our sole and absolute discretion, suspend or terminate your access to the Internet Banking Services if:-
  - a) you have ceased to maintain any Accounts with us; or
  - b) you have failed to access the Internet Banking Services for a period of time as determined by us at our absolute discretion.

Any suspension or termination under this Clause 19.2 may be effected without notice and without liability to you.

- 19.3 You may terminate the access of the Internet Banking Services at any time by contacting your relationship manager or emailing [cs@ftagib.com](mailto:cs@ftagib.com). Such termination shall only take effect upon our receipt, verification, and acceptance of your request in accordance with our procedures.
- 19.4 Upon your submission of the form to terminate your access to the Internet Banking Services, you will remain liable for any Transaction (whether before or after the termination of your access to the Internet Banking Services), including Transactions effected but not yet posted to the Account, and any existing standing instructions made by you to effect payment to any third party. You are solely responsible to cancel any existing Instructions prior to or upon termination of your access to the Internet Banking Services. For the avoidance of doubt, termination or suspension of the Internet Banking Services shall not affect:
  - a) any rights, obligations, or liabilities accrued prior to such termination or suspension;
  - b) any Transactions processed, pending, or in the course of settlement; or
  - c) any provisions which by their nature are intended to survive termination, including Clauses relating to liability, indemnity, disclaimer, records, governing law, and dispute resolution.

19.5 We shall not be obliged to retain or make available any historical data, records, or access logs following termination or suspension of the Internet Banking Services, save as required by applicable law.

## 20. Information Request

20.1 You must provide and disclose to us within such time prescribed by us, any information, statements and explanations relating to the Account and the Internet Banking Services which we deem necessary in order to:-

- comply with the laws or sanctions of Malaysia or any other country (including but not limited to those relating to anti-money laundering or anti-terrorism); and/or
- manage money-laundering risk or terrorism-financing risk or economic and trade sanctions risk.

Such information may include, without limitation, information relating to your identity, source of funds, source of wealth, beneficial ownership, transaction purpose, counterparties, and supporting documentation.

20.2 Pending our receipt of the information from you and until we have verified the information to our satisfaction, we are not obliged to proceed with any Transaction or to provide you with the Internet Banking Services. We may, during such period, restrict, suspend, freeze, delay, reverse, or refuse to process any Transaction or access to the Internet Banking Services without liability to you.

20.3 You declare and undertake to us that the processing of any Transaction will not breach any laws or sanctions in Malaysia or any other country. We will not be liable for any loss arising from any delay or failure to process any Transaction due to inadequate information and documentation provided by you. You further represent and warrant that all information and documents provided to us are true, accurate, complete, and not misleading, and you undertake to promptly notify us of any material change to such information.

20.4 You acknowledge and agree that we may rely on any information or document provided by you without independent verification, and we shall not be responsible for any loss arising from any inaccuracy, omission, or misrepresentation therein.

20.5 Failure to comply with any request made under this Clause 20 shall constitute a material breach of these Terms and Conditions and may result in the suspension or termination of the Internet Banking Services, without prejudice to any other rights or remedies available to us.

## 21. Disclosure

21.1 You agree and consent that we (including our officials, employees, agents or any other persons to whom we grant access to our records, correspondence or any material relating to you or your use of the Internet Banking Services) can disclose at any time at our absolute discretion without notifying you, any information relating to you or your use of the Internet Banking Services, to the following persons:-

- a) any one or more members of the Group, for any of the following purposes:-
  - i) providing you with banking services;
  - ii) reporting;
  - iii) data matching;
  - iv) improving and furthering the provision of other services by us to you;
  - v) fraud or crime prevention;
  - vi) investigating, preventing or otherwise in relation to money laundering and criminal activities;
  - vii) debt collection;
  - viii)outsourcing our operations;
  - ix) performance of duties as an officer of FTAGIB or in connection with the conduct of audit or the performance of risk management;
  - x) facilitating our performance or any members of the Group's functions;
  - xi) compliance with the Group's policies, guidelines, directives or requirements;
  - xii) corporate exercise;
  - xiii)any legal process initiated by or served on us;
- b) any person for or in connection with any action, proceeding, investigation, enforcement, recovery, or preservation of our rights or interests under these Terms and Conditions or otherwise;
- c) any person, whether in Malaysia or elsewhere, who provides electronic or other services to us for the purpose of providing, updating, maintaining and upgrading the said services, including but not limited to investigating discrepancies, errors or claims;
- d) to any person, whether in Malaysia or elsewhere, which we engage for the purpose of performing or in connection with the performance of services or operational functions which have been out-sourced;
- e) the police or any public officer conducting an investigation in connection with any offence including suspected offences;
- f) to other banks, financial institutions, credit bureau or credit reference agents (only for credit information);
- g) our auditors, solicitors and professional advisors;

- h) our stationery printers, vendors of the computer systems we use, and to such persons installing and maintaining them and other suppliers of goods or service providers we engage;
- i) any credit bureau of which we are a member, and any other members and/or compliance committee of such credit bureau;
- j) any rating agency, business alliance partner, insurer or insurance broker or direct or indirect provider of credit protection;
- k) any actual or potential participant or sub-participant in relation to any of our obligations under the banking agreement between you and us, or assignee, novatee or transferee (or any officer, employee, agent or adviser) of any of them;
- l) for transactions effected or processed with or without your authority in or through the automated teller machines of other banks or financial or non-financial institutions or terminals or other card operated machines or devices we approve, to the bank, financial institution or non-financial institution, trader or other party accepting the use of the card and their respective agents or contractors;
- m) any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over us or any members of the Group;
- n) any person to whom we or any members of the Group is permitted or required to disclose to under the laws of any country;
- o) any other person to whom such disclosure is considered by us to be in our interest, or the interest of any members of the Group (including for risk management, compliance, audit, internal control, or business continuity purposes); and
- p) any person connected to the enforcement or preservation of any of our rights under these Terms and Conditions.

- 21.2 Clause 21.1 shall survive the termination of these Terms and Conditions. Your consent under this Clause 21 is continuing and shall remain effective notwithstanding the termination or suspension of the Internet Banking Services or closure of any Account.
- 21.3 You acknowledge and agree that disclosures under this Clause 21 may involve the transfer of information to jurisdictions outside Malaysia. We shall take reasonable steps to ensure that such disclosures are made in accordance with applicable data protection laws and regulatory requirements, including by implementing appropriate safeguards where required.
- 21.4 To the fullest extent permitted by applicable law, we shall not be liable for any loss, damage, or prejudice suffered by you as a result of any disclosure made in good faith and in accordance with this Clause 21 and applicable legal or regulatory requirements.

## 22. Compliance with Court Orders

22.1 We and the Group can act in any way we see fit, without consulting you beforehand, if we are served with a court order issued by a court of any jurisdiction. You acknowledge and agree that we may take such action as we consider necessary or appropriate to comply with any court order, judgment, directive, injunction, garnishee order, or other legal or regulatory process issued by any court, tribunal, or authority of competent jurisdiction, whether in Malaysia or elsewhere.

You agree that you will not hold us liable for any loss or damage in connection with our actions. To the fullest extent permitted by applicable law, you agree that we shall not be liable for any loss, damage, delay, or prejudice suffered by you as a result of any action taken by us in good faith to comply with such court order or legal process.

22.2 We shall not be obliged to notify you of, consult you on, or provide you with any details relating to any court order or legal process, where such notification or disclosure is prohibited by law, court order, or regulatory requirement, or where we consider that such notification may prejudice compliance.

22.3 Any compliance by us with a court order or legal process may include, without limitation, the disclosure of information, freezing, blocking, debiting, or transferring of funds, restriction or suspension of access to the Internet Banking Services, or such other action as may be required or permitted by law.

## 23. Data Protection

23.1 You hereby confirm that you have received, read, understood and agreed to be bound by the Personal Data Protection Notice issued by us (which is available at our website at [www.ftagib.com](http://www.ftagib.com)) and the clauses in these Terms and Conditions as may relate to the processing of your Personal Data. For the avoidance of doubt, you agree that the said Personal Data Protection Notice shall be deemed to be incorporated by reference into these Terms and Conditions. In the event of any inconsistency between these Terms and Conditions and the Personal Data Protection Notice, the latter shall prevail to the extent required to comply with applicable data protection laws.

23.2 You agree and consent that we may transfer the Personal Data outside of Malaysia. All Personal Data held by us and the Group will be accorded a reasonable level of protection against any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or deletion. Such transfer and processing shall be carried out in accordance with applicable data protection laws and regulatory requirements, and subject to such safeguards as may be required thereunder.

23.3 In the event you provide Personal Data relating to third parties, including data relating to your next-of-kin and dependents, for the purpose of opening or operating the Internet Banking Services with us or otherwise subscribing to our products and services, you:

- confirm that you have obtained their consent or are otherwise entitled to provide this data to us and for us to use it in accordance with these Terms and Conditions;
- undertake that you have informed the said third parties to read the Personal Data Protection Act 2010 and the Personal Data Protection Notice at our website at [www.ftagib.com](http://www.ftagib.com);
- have informed the said third parties:-

- i) that we may collect or verify their personal and financial data with third party sources;
- ii) that we may disclose their personal data to classes of third parties described in our Personal Data Protection Notice;

d) agree to ensure that the personal and financial data of the said third parties is accurate;

e) agree to update us in writing in the event of any material change to the said personal and financial data; and

f) agree to our right to terminate these Terms and Conditions should such consent be withdrawn by the said third parties.

23.4 Where you instruct us to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including data relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing us and/or our agents to enter into any cross-border transaction on your behalf, you agree to the above said disclosures on behalf of yourself and others involved in the said cross-border transaction. Such disclosures shall be made in accordance with applicable laws and regulatory requirements.

23.5 Additionally, but always subject to any laws (including regulations, guidelines and/or obligations) applicable to us and the Group (whether in or outside Malaysia), you agree that we and the Group, and our merchants and strategic partners may contact you about products, services and offers, which we believe may be of interest to you or benefit you financially. Notwithstanding the foregoing, we will only disclose your Personal Data (excluding data relating to your affairs or the Internet Banking Services) to our merchants and strategic partners where your express prior consent has been obtained.

23.6 You acknowledge that certain communications such as statement of account and our websites contain standard information regarding our other products and services that cannot be removed without affecting the delivery/provision of our services and/or products, the operation of Internet Banking Services and/or facilities with us, and/or without imposing additional costs to you.

23.7 You are responsible for ensuring that the information you provide us is accurate, complete and not misleading and that such information is kept up to date.

23.8 We reserve the right to amend this clause from time to time at our sole discretion and shall provide prior notification to you in writing and place any such amendments on our websites or by such other means of communication deemed suitable by us.

23.9 This clause shall be without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of data.

## 24. Amendment of these Terms and Conditions

24.1 We can, at any time at our absolute discretion, vary, add to, delete or amend these Terms and Conditions in relation to the Internet Banking Services, fees or charges or handling charges by giving you twenty one (21) days' prior notice, either through your statement of account, eStatement or by way of posting on our official website at [www.ftagib.com](http://www.ftagib.com) or in any other manner that we choose. Notwithstanding the foregoing, where any variation, addition, deletion, or amendment is

required to comply with any applicable law, regulation, guideline, directive, or court order, or is made for security, risk-management, or operational reasons, such change may take effect immediately or on such shorter notice period as we may determine, and without liability to you.

- 24.2 If you do not accept the amendments, you must terminate the Internet Banking Services within seven (7) days from the date of notification, otherwise you will be deemed to have accepted and agreed to such changes and such changes will be binding on you. For the avoidance of doubt, your continued access to or use of the Internet Banking Services after the date of notification (or the effective date specified by us, if later) shall constitute your acceptance of such amendments.
- 24.3 We can at any time at our absolute discretion, amend, modify, revise, restrict, increase, suspend, cancel or withdraw all or any facilities, services, benefits and privileges of the Internet Banking Services by providing prior notice to you. Notwithstanding the foregoing, we may restrict, suspend, cancel, or withdraw all or any part of the Internet Banking Services immediately and without prior notice where we consider it necessary or appropriate for security, regulatory, compliance, sanctions, risk-management, or operational reasons, or to protect our interests or those of any member of the Group, and we shall not be liable to you for any loss arising therefrom.

## 25. Notices and Communication

- 25.1 We can at our absolute discretion deliver any advice, notice or communication to you in any of the following manner by:-
  - a) electronic mail to your last known e-mail address in our records;
  - b) post (registered, AR registered, ordinary or otherwise) or delivered by hand or left at your last known address in our records;
  - c) posting the notice or communication on our official website at [www.ftagib.com](http://www.ftagib.com);
  - d) way of advertisement or general notice in a daily newspaper;
  - e) radio or television broadcast or any other form of media communication;
  - f) facsimile to your last known facsimile number in our records;
  - g) SMS to your last known registered mobile number in our records.
- 25.2 The notice or communication will be deemed to have been received by you on the day it was so delivered, on the day following such posting or on the day such display, publication or broadcast was made.
- 25.3 We will not be responsible for what may happen to notices or communications after they are sent, for example if any notice or communication is delayed, intercepted, lost, fails to reach or is disclosed to any one during transit. This Clause 25.3 shall apply to all forms of communication, including electronic, postal, broadcast, and public notices, and to the fullest extent permitted by applicable law.
- 25.4 Changes in contact details:-
  - a) You agree to notify us immediately on any changes of your correspondence mailing or residential address and your contact information (“Information”).

- b) If you do not inform us of any change in your Information, you agree that we may at our absolute discretion, rely on:-
  - i) any address and/or contact information stated in the application form or as reflected in our records; or
  - ii) any address and/or contact information we obtain from any communication purportedly issued from you to us.
- c) Any failure by you to notify us of a change in your Information resulting in the delay or the non-delivery of any statement of account, eStatement, correspondence and/or notice will not prejudice our rights and entitlements under these Terms and Conditions.
- d) For the avoidance of doubt, any notice or communication sent in accordance with the Information last recorded with us shall be deemed validly given, and we shall not be liable for any loss, damage, or prejudice arising from your failure to update such Information.

## 26. Retention of Your Records

- 26.1 You agree that we are not obligated to maintain any of your records, including but not limited to the application forms, Transaction documents, statement of account, correspondences or documents provided to us by you or any other third party, exceeding any retention period as set out under our internal policies, guidelines and procedures and/or as provided under any applicable laws or regulations of any country having jurisdiction over us.

## 27. Service of Legal Process

- 27.1 In addition to and not in substitution of any mode of service that may be permitted or prescribed by any written law in force for the time being, any service of Legal Process by or on behalf of us can be effected on you:
  - a) by leaving a copy at the address as stated in the application form or in any communication purportedly issued by you to us or last known to us and it shall be deemed to have been duly received by you on the day it was left at the address; or
  - b) by sending a copy through prepaid registered or ordinary post to the address as stated in the application form or in any communication purportedly issued by you to us or last known to us and it shall be deemed to have been duly received by you on the third (3rd) day (including the day of posting) from the date it is posted, even if it is undelivered or returned.

## 28. Circumstances beyond Our Control

- 28.1 If we are unable to perform any of our obligations under these Terms and Conditions, or carry out any operations or provide any service due to any reason beyond our control, including –
  - a) fire, earthquake, flood, epidemic, natural disaster, accident, riot, civil disturbances, industrial disputes, acts of terrorism, embargo, war, act of God;

- b) any failure or disruption to telecommunications, internet, electricity, water, fuel supply; or
- c) any circumstance in the nature of a force majeure (an unforeseeable event that prevents us from performing our obligations under these Terms and Conditions),

we will not be in any way liable for any failure of performance or for any inconvenience, loss, injury, and damages suffered or incurred by you directly or indirectly as a result. We may suspend or restrict the Internet Banking Services during the continuance of such circumstances.

## 29. Waiver

29.1 A failure to exercise, or a delay in exercising, any right, power, privilege or remedy by us will not be deemed as a waiver, and nor will a single or partial exercise of any other right, power, privilege or remedy. The rights and remedies in these Terms and Conditions are cumulative and not exclusive of any rights or remedies provided by law. No waiver by us shall be effective unless made in writing.

## 30. Severability

30.1 The invalidity or unenforceability of any provisions will not affect the underlying intent of these Terms and Conditions, and the invalid or unenforceable provision will be severable, and will not affect the validity or enforceability of the other terms and provisions, which will remain in full force and effect.

## 31. Preservation of Rights and Entitlement

31.1 Our rights and entitlements under these Terms and Conditions will remain in full force and effect, and will survive any cancellation, revocation or suspension of the use of the Internet Banking Services.

## 32. Change in Constitution

32.1 These Terms and Conditions will continue to be valid and binding for all purposes, despite a change in our constitution or upon your demise, and shall bind your personal representatives, successors, and permitted assigns.

## 33. Assignment

33.1 We may at any time and without your consent assign all or any of our rights, title and interest under these Terms and Conditions to any person or corporation. You may not assign any of your rights and obligations under these Terms and Conditions. Such assignment may be by way of transfer or novation.

## 34. Law

34.1 These Terms and Conditions will be governed by and construed in accordance with Malaysian law, and you irrevocably –

- a) submit to the non-exclusive jurisdiction of the courts in Malaysia;
- b) waive any objection on the ground of venue or forum non convenience or any similar ground; and
- c) consent to service of Legal Process in any other manner permitted by these Terms and Conditions and/or any the relevant laws.

34.2 The use of Internet Banking Services outside of Malaysia is subject to the laws and regulations of Malaysia and the country in which the Transaction is effected or requested. You are responsible to ensure compliance with all applicable laws and regulations.

34.3 Our provision of the Internet Banking Services to you shall not be deemed as a provision of banking services and facilities outside of Malaysia.

## 35. Dispute Resolution

35.1 In the event you have any complaints or disputes, please specify the nature of your complaint or dispute and refer the matter to:-

Level 15 (A1), Main Office Tower, Financial Park Labuan,

Jalan Merdeka, 87000 Labuan F.T

E-mail: [cs@ftagib.com](mailto:cs@ftagib.com)