

TERMS AND CONDITIONS GOVERNING SAVINGS ACCOUNT

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

General Terms And Conditions

1. Account Opening

- 1.1 I/We am/are authorised to open the customer and/or account(s) record 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 with passbook or Savings Account without passbook (hereinafter referred as "Statement Savings Account"). I/We may convert my/our Savings Account with passbook to a Statement Savings Account subject to the Bank's approval at its sole discretion.
- 1.3 For a Statement Savings Account, a passbook will not be issued and an e-Statement will be available for access via PBe.

2. Deposit And Withdrawal

- 2.1 The Bank reserves the right to prescribe and vary from time to time the minimum deposit required to open the account, the minimum amount deposited or minimum amount withdrawn at any one time and the minimum balance to be maintained in the account.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 an 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 reserves the right to 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 from time to time and subject to the available balance in the account. This account shall be deemed to be closed upon the withdrawal of the entire balance available in the account or by operation of law or pursuant to item 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 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, 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.

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 a charge for every issuance of a replacement passbook subject to me/us executing the Bank's standard indemnity form.

*Note: Depositor denotes customer in the context of this document.

4. **Statement**

- 4.1 An e-Statement via PBe is available on a monthly basis or at such frequency as determined by the Bank. I/We must be a registered PBe Service user and have registered for the e-Statement Service where 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 am/are deemed to have accepted such entries made up to the date of the last entry in the e-Statement as correct, binding, final 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 shall have the absolute right to 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 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.
- 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. **Interest**

- 5.1 Interest, if any, is computed on the daily balance in the account at the prevailing interest rate and shall be credited to the account at intervals as the Bank may at its discretion determine from time to time. Interest paid is subject to withholding tax or any other taxes, levies or impositions as may be imposed by the relevant authorities from time to time.
- 5.2 The Bank reserves the right at its sole discretion at any time to revise the rate of interest on this account upon giving notice in the local press or by displaying the revised rates at the Bank's premises or at its website.

6. **Liability**

- 6.1 Should any of my/our cheques, drafts, postal and money order, etc. deposited be lost, mislaid, misplaced, mutilated or destroyed in the ordinary course of collection of the Bank, I/we hereby agree that I/we shall not hold the Bank liable for any losses, liabilities or damages which I/we may sustain, incur or be liable to arising from such occurrence.
- 6.2 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 shall have the right to retain such funds or securities or valuables in the hands of the Bank or any part thereof and be entitled at its absolute discretion, even to dishonour my/our cheques until the liability is settled.
- 6.3 I/We hereby give consent to the Bank to disclose information such as may be required by Bank Negara Malaysia 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. In so doing, the Bank shall be absolved from any responsibilities or liabilities whatsoever.
- 6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 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 from time to time 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.

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 at any time, 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 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 reserves the right at its sole discretion at any time to close this account for any reason whatsoever, 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 The contractual relationship between me/us and the Bank will be terminated and the operation of my/our account will be suspended 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.
- 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 at its discretion 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 howsoever indemnified against all losses, claims, demands, proceedings, actions, suits, damages, costs, charges, expenses and other liabilities whatsoever and whensoever incurred or arising from our authorisations above, subject to the Bank's right to reject at any time and at the Bank's discretion for any reason whatsoever 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.

- 12.4 Where either one of us is a Muslim, the account shall be subject to Shariah.

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 Financial Services Act 2013 and the Foreign Exchange Administration Rules.

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:-
- 15.2.1 If 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), etc.
- 15.2.2 If 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;
 - (d) Non-deposit account (e.g. unit trust scheme, securities trading account, etc.); or
 - (e) Not insured deposit account (e.g. Gold Investment Account, Retail Negotiable Instruments of Deposit, etc.).

*Note: Depositor denotes customer in the context of this document.

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

- 16.1 I/We understand and acknowledge that pursuant to Section 134 of the Financial Services Act ("FSA") 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 absolute discretion deem necessary or expedient to enable the Bank and/or the related and associate companies within the PBB Group to perform its and/or their functions. In doing so, I/we agree that the Bank shall be absolved from any responsibilities or liabilities whatsoever.

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 item 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 items 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. **PB Lifestyle Debit Card (Individual Applicant Only)**

- 20.1 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 as the Bank deems fit. 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 reserve the absolute right to approve or reject my/our application as the Bank deems fit without assigning any reason.
- 20.2 I/We confirm 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.
- 20.3 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.
- 20.4 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 and 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.

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

- 21.1 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 PBB Savings Account until the clearance of these transactions by the Bank.
- 21.2 I/We shall ensure that the available balance in my/our PBB Savings Account is sufficient to cover my/our intended purchases with my/our PB Lifestyle Debit Card.
- 21.3 The daily Retail Purchase Limit is defaulted to RM3,000.00 per card per day. However, I/we am/are allowed to set the retail purchase limit from RM0.00 to RM10,000.00 (in multiples of RM1,000.00) at any of the Bank's ATMs.
- 21.4 I/We acknowledge that the daily ATM Cash withdrawal limit is defaulted to RM5,000.00 per card per day. However, I/we am/are allowed to set the withdrawal limit from RM1,000.00 to RM5,000.00 (in multiples of RM1,000.00) at any of the Bank's ATMs.
- 21.5 Before performing any overseas ATM cash withdrawal transactions, I/we shall ensure that the card activation is effected via the Bank's ATMs or I/we shall call 603-2179 5000/603-2176 8111.
- 21.6 Transactions for "Card Not Present" and "Overseas Retail Transaction" are by default disabled (Opt-Out) for the PB Lifestyle Debit Card. However, I/we am/are allowed to enable (Opt-In) or thereafter disable (Opt-Out) these transactions at any of the Bank's ATMs/CRMs.
- 21.7 The PINless transaction for Visa payWave/MasterCard PayPass/MyDebit Contactless/UnionPay QuickPass cumulative limit is defaulted to RM500.00 per card. However, I/we am/are allowed to set the Visa payWave/MasterCard PayPass/MyDebit Contactless/UnionPay QuickPass cumulative limit from RM0.00 to RM500.00 (in multiples of RM10.00) at any Public Bank/Public Islamic Bank Berhad ATMs/CRMs. I/We am/are required to perform a transaction with PIN entry to reset the cumulative limit whenever I/we have reached my/our Visa payWave/MasterCard PayPass/MyDebit Contactless/UnionPay QuickPass cumulative limit.

22. **PBe Service**

- 22.1 Individuals who apply for the PBe Service must be eighteen (18) years old and above.
- 22.2 I/We hereby agree and undertake to indemnify the Bank and at all times keep the Bank fully and completely indemnified from and against all claims and demands, actions and proceedings, loss and expenses including legal costs as between solicitor and client and all other liabilities of whatsoever nature or description which may be made or taken or incurred or suffered by the Bank in connection with or in any manner arising out of the said authorisation given by me/us. I/We further agree that my/our liabilities shall be a continuing liability and shall remain in full force and effect until the Bank's liabilities if any is fully discharged to the Bank's satisfaction. I/We have read and understood the Terms and Conditions of access to the Bank's PBe Service and hereby agree that the Terms and Conditions shall be binding on me/us. I/We hereby declare that there is no change to my/our latest mandate for the operation of the account(s) to the Bank.

23. **Notices And Communication**

- 23.1 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.
- 23.2 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.
- 23.3 The Bank reserves the right from time to time to levy or vary any 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.

24. **Declaration**

- 24.1 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.

25. **Others**

- 25.1 I/We declare that prior to or at the time of the opening of the account, I/we have not:-

25.1.1 Committed any act of bankruptcy; and/or

25.1.2 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 shall have the absolute right at any time to close this account without prior notice.

- 25.2 By signing the Bank's prescribed account opening form and affixing the rubber stamp of the organisation, I/we confirm 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 by any other means that the Bank deems fit.

- 25.3 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 am/are deemed to have accepted the amended Terms and Conditions and the same shall be binding and conclusive against me/us.

- 25.4 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 deemed to have been collected at my/our expressed request in every case for the credit of my/our account.
- 25.5 I/We agree and undertake:-
- 25.5.1 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
- 25.5.2 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.
- 25.6 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 deemed to have accepted such entries made up to the date of the last entry in the statement as correct, final and conclusive and thereby adopt all withdrawals or other debits to the account therein.
- 25.7 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.
- 25.8 The Bank reserves the right at its sole discretion at any time:-
- 25.8.1 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 and without having to assign any reasons therefor;
- 25.8.2 To prevent any operation on this account, if the Bank suspects that the account is being used for any illegal purposes whatsoever.
- 25.9 The Terms and Conditions herein shall be subject to the provisions of the Financial Services Act 2013 (FSA) and any other modifications thereto or any directive from Bank Negara Malaysia or as may be directed or required by a regulatory body from time to time.
- 25.10 I/We consent and authorise the Bank to disclose to Bank Negara Malaysia, any authority/body having jurisdiction over the Bank, any guarantor(s)/security parties, and/or its lawyers or any debt collection agent at any time and without notice or liability any information relating to my/our affairs, banking accounts or conduct thereof (including my/our credit standing) to such extent and for such purposes as the Bank may in its absolute discretion deems necessary or expedient.
- 25.11 The above Terms and Conditions governs the general rules on the opening and operations of Savings Account and might vary depending on the Savings Account product type.

Specific Terms And Conditions

1. **PLUS Savings Account/Basic Savings Account/Basic 55 Savings Account**
 - 1.1 Interest is computed on the daily balance in the account at the prevailing interest rate and credited to the account on a half yearly basis on 30th June and 31st December.
2. **50 PLUS Savings Account**
 - 2.1 Interest is compounded daily and credited to the account at month end.
 - 2.2 This Savings Account is for customers aged fifty (50) years and above. A 50 Plus Savings Account in joint names shall be allowed provided one of the Depositors is aged fifty (50) years and above.
3. **PB Savelink Account**
 - 3.1 Interest is computed on the daily balance in the account at the prevailing interest rate and credited to the account at month end.
 - 3.2 BonusLink points will be awarded based on the BonusLink points issuance structure as determined by the Bank from time to time. BonusLink points will not be awarded to the customer and/or the Minor for the month when the account is closed.
 - 3.3 I/We hereby irrevocably and unconditionally agree to save the Bank harmless and indemnify the Bank (its successors in title and assigns) from and against all actions, suits, proceedings, claims, demands, losses, damages, costs, charges and expenses whatsoever incurred by the Bank or which may be taken or made against the Bank arising from the use of the BonusLink Card by the Minor.
4. **WISE Savings Account**
 - 4.1 This Savings Account is for minors below the age of eighteen (18) years only.
 - 4.2 Interest is compounded daily and credited to the account on the fifteenth (15th) of each month.

- 4.3 Free unlimited automatic monthly fund transfer via Standing Instruction from parent's Savings/Current Account with a maximum of RM1,000.00 per transfer.
- 4.4 The Bank reserves the right at its sole discretion to convert this WISE Savings Account to the Bank's PLUS Savings Account upon the Minor attaining the age of eighteen (18) years. Whereupon, the Terms and Conditions of the Bank's PLUS Savings Account inclusive of the mode of interest calculation and rates of interest shall duly apply.

5. **PB MySalary Savings Account**

- 5.1 This Savings Account is for the crediting of employees' salary.
- 5.2 Interest is computed on the daily balance in the account at the prevailing interest rate and credited to the account at month end.
- 5.3 The Bank reserves the right at its sole discretion to convert this PB MySalary Savings Account to the Bank's PLUS Savings Account if there are no crediting transactions into my/our PB MySalary Savings Account for a continuous period of not less than three (3) months whereupon, the Terms and Conditions of the Bank's PLUS Savings Account inclusive of the mode of interest calculation and rates of interest shall duly apply.
- 5.4 Conversion of an account from other Savings Account to this PB MySalary Savings Account is not allowed.
- 5.5 The Terms and Conditions related to the Bonus Interest payable are as follows:-
 - 5.5.1 Bonus Interest at the prevailing bonus interest rate on top of the monthly interest earned will be paid within one month after the end of each month if a minimum of three (3) Bill Payments via the Bank's Online Banking (PBe) or Mobile Banking (PB engage) have been performed using this Savings Account to any participating billing organisations available on PBe or PB engage within a calendar month.
 - 5.5.2 Bill Payment refers to a transaction performed using the Bill Payment and JomPay function in PBe or PB engage where the bill amount is debited from this Savings Account. Other means of payment e.g. payment over the counter or payment via ATM, etc. are not eligible to enjoy the Bonus Interest.
 - 5.5.3 The Bonus Interest is offered on per Account basis.
 - 5.5.4 This Savings Account may be eligible for Bonus Interest in one of the calendar month but may not be eligible for Bonus Interest in the following month due to non-fulfillment of any of the requirements to obtain the Bonus Interest.
 - 5.5.5 Bonus Interest is payable up to a maximum Monthly Average Account Balance (MAAB) of RM50,000.00 for each account.
 - 5.5.6 For a PB MySalary Savings Account which is converted to a non-PB MySalary Savings Account and subsequently reconverted back to a PB MySalary Savings Account, such account will not qualify for the Bonus Interest if at any time during the month the account is not a PB MySalary Savings Account.
 - 5.5.7 For any transactions of bill payments that are subsequently cancelled, voided or reversed, relevant adjustments on Bonus Interest credited will be made. In the event that adjustments are not made, the Bank reserves the right to claw back the amount of Bonus Interest credited.
 - 5.5.8 If this Savings Account has been closed or converted to another account prior to the crediting of the Bonus Interest, such account shall not be entitled to the Bonus Interest.
 - 5.5.9 Accumulation of Bill Payments across different/subsequent months is not allowed.
 - 5.5.10 The Bonus Interest is calculated based on the MAAB as follows:-

MAAB	=	Sum of day end balance for the calendar month / Number of days*
Bonus Interest	=	MAAB x Prevailing bonus interest rate p.a. x (Number of days* / Number of days in a year)

* Number of days is calculated as follows:-

- a) **New account opened:-**
From the day this Savings Account is opened to the last day of the calendar month. For subsequent months, the number of days will be the total number of days in the respective calendar month.
- b) **Existing account:-**
The number of days will be the total number of days in the respective calendar month.
- 5.5.11 The Bank reserves the right at its sole discretion at any time to revise the Bonus Interest on this Savings Account.
- 5.5.12 Should the revision of Bonus Interest takes effect on any date after the first day of the month, the applied Bonus Interest for that month will be prorated at the Bank's discretion.
- 5.5.13 These terms and conditions will be applied together with the PBe and PB engage Terms and Conditions which has been made available at the Bank's website.

6. PB UnionPay Savings Account

- 6.1 This Savings Account is for individuals aged twelve (12) years and above.
- 6.2 Minors aged between twelve (12) to seventeen (17) years are allowed to open a joint account provided the other account holder is the minor's parent/guardian aged eighteen (18) years and above. For such accounts, only the parent/guardian will be allowed access to the PBe Service.
- 6.3 Individuals are eligible to apply for PBe Service when opening a PB UnionPay Savings Account. However, access to PBe is only granted to individuals aged eighteen (18) years and above.
- 6.4 Interest is computed on the daily balance in the account at the prevailing interest rate and credited to the account at month end.
- 6.5 Interest computation is subject to the specified outstanding account balance.
- 6.6 Cash rebate will be awarded subject to the following conditions:-
 - 6.6.1 A minimum amount of Month-to-Date Average Balance is required to be maintained.
 - 6.6.2 No over-the-counter transactions performed during the one month period.
- 6.7 The Bank reserves the right at its sole discretion at any time to vary, amend or revise the cash rebate with twenty-one (21) calendar days prior notice and without having to assign any reasons therefor.
- 6.8 PB UnionPay Lifestyle Debit Card will be issued upon opening of the account.
- 6.9 Individuals can either opt for passbook or without passbook (monthly e-Statement is available via PBe) for this Savings Account.

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