

## TERMS AND CONDITIONS FOR DEPOSIT ACCOUNT

Any account that has been opened and any operation made on the Deposit Account is subject to this Terms and Conditions set forth below:

### 1. DEFINITION

<b>Agro Debit-<i>i</i> Card</b>	: means any Visa debit cards issued by the Bank to enable cardholders to have electronic access to Savings/GIRO Account and perform certain transactions subject to this Terms and Conditions herein.
<b>Application Form</b>	: means the Deposit Account Application Form completed by the Customer with the necessary particulars in respect of the account opening.
<b>Aqad Period Expiration Date</b>	: means the maturity date or period of the <i>Murabahah</i> contract. The <i>Aqad</i> Period Expiration Date for Savings/GIRO Account is set on December 31 of each year. The <i>aqad</i> renewal will be performed by the Bank's Headquarter on the next Business Day after the <i>Aqad</i> Expiration Date.
<b>ATM</b>	: means an Automated Teller Machine owned by the Bank or other financial institutions under the participating PayNet or VISA Global ATM networks.
<b>Bank</b>	: means Bank Pertanian Malaysia Berhad or otherwise known as "Agrobank" including its branches and assignees.
<b>Bank's Purchase Price</b>	: means the sum amount payable by the Bank to take ownership of the Commodity from the Customer on <i>Murabahah</i> basis (Cost Price + Profit) as part of the implementation of <i>Tawarruq</i> transaction.
<b>BNM</b>	: means Bank Negara Malaysia.
<b>Business Day</b>	: means a day on which Bank and other financial institutions are open for business.
<b>Card Transaction</b>	: means a transaction performed through the use of cards including production, retail purchase, online purchase, fund transfer, bill payment and any other service offered or introduced by the Bank from time to time.
<b>CDM</b>	: means Cash Deposit Machine.
<b>Ceiling Profit Rate (CPR)</b>	: means ceiling rate used for <i>Tawarruq</i> -based products to compute the Bank's Purchase Price.

<b>Charges</b>	: means the banking fees and charges imposed by the Bank for any service provided to Customer in accordance with policies/directive/guidelines from BNM and made known to the Customer.
<b>Commodity</b>	: refers to the types of Commodity involved in each purchase transaction relating to Deposit Account which applies the Shariah contract of <i>Tawarruq</i> and permissible by Shariah such as crude palm oil, raw soy/ crude soy bean oil, rubber/ natural latex/ Standard Malaysian Rubber (SMR), soap noodle, cocoa beans or any commodities advised by a commodity supplier.
<b>Cost Price</b>	: means the principal amount of Customer's deposit to purchase Commodity from commodity supplier in cash.
<b>Customer</b>	: means the accountholders and depositors including individuals, partnerships, sole proprietorships, companies, clubs, associations, organizations and statutory bodies and where applicable, representatives and successors-in-title unless otherwise stated in this Terms and Conditions or by the Bank from time to time.
<b>DFIA</b>	: means Development Financial Institution Act 2002 (Act 618) as amended or revised from time to time and includes any statutory modification, amendment re-enactment thereof and any regulations made thereunder.
<b>Daily Limit</b>	: means the maximum limit permitted as set out by the Bank for cash withdrawals and retail transactions made within one (1) day.
<b>Deposit Account</b>	: means GIRO Account, Savings Account, Term Deposit Account including the existing or any new accounts that will be introduced by the Bank from time to time.
<b>Effective Profit Rate or EPR</b>	: means the actual profit rate as determined by the Bank from time to time for the calculation of accrued profits to be credited into Customer's GIRO/Savings Account that adopts Shariah contract of <i>Tawarruq</i> .
<b>End of Day Balance</b>	: means the amount remains in account on any single day, excluding the floats.
<b>Effective Date of Deposit</b>	: means the date on which the deposit transaction is credited or paid into the Customer's Deposit Account.
<b>Hamish Jiddiyyah</b>	: means the amount derived from an undertaking ( <i>wa'd</i> ) by the Bank to purchase the Commodity from the Customer. The value will be considered as a collateral deposit until the commodities sale and purchase transaction is completed.
<b>Hibah</b>	: means unilateral transfer of ownership of the <i>hibah</i> asset or gift from the doner to the donee without any consideration or reward.

<b>Holding Balance</b>	: means at any time the amount estimated by the Bank as the amount of any and all Card Transactions performed on the card but that has not been debited from the account.
<b>Internet Banking</b>	: means the internet banking system that allows the Customers to perform financial transactions online operated by secured Bank operators.
<b>Joint Account</b>	: means the Deposit Account opened and operated by at least two (2) persons and shall not exceeding than five (5) persons.
<b>Letter of Administration</b>	: means a grant of representation from High Court or District Land Administrator which formally or officially vest the person or persons, being granted with the relevant grant of representation with the authorities to deal with the assets and liabilities of the deceased, be it as an “administrator” in the case of a grant of Letters of Administration or as an “executor” in the case of Grand of Probate.
<b>Maturity Date</b>	: means the expiry date or tenure for <i>Murabahah</i> contract.
<b>Murabahah</b>	: means Cost Price plus profit where the amount to be made known between the contracting parties involve in <i>Tawarruq</i> transaction.
<b>MyDebit</b>	: means a payment instrument provided by card scheme and to be accepted at terminals registered under MyDebit.
<b>PayNet</b>	: means “Payments Network Malaysia Sdn Bhd” (formerly known as Malaysian Electronic Clearing Corporation Sdn Bhd).
<b>PDPA</b>	: means Personal Data Protection Act 2010 (Act 709) as amended or revised from time to time and includes any statutory modification, amendment re-enactment thereof and any regulations made thereunder.
<b>PIN</b>	: means the personal identification number issued to cardholders.
<b>POS</b>	: means “Point of Sale”.
<b>Purchase Limit</b>	: means the maximum limit permitted by the cardholder that can be used in authorized dealers’ shop space.
<b>Rebate (Ibra’)</b>	: means ‘waiver on rights of claim’ accorded by a person to another person that has an obligation which is due to him/her. This is applicable for Deposit Account that adopts Shariah contract of <i>Tawarruq</i> where the Customer agrees to grant rebate ( <i>ibra’</i> ) to the Bank on the Bank’s Purchase Price at the Maturity Date or Termination Date.
<b>Sales Slip</b>	: means a receipt issued by an authorized dealer post transaction.

- SST** : means Sales and Services Tax imposed under the provision of Sales Tax Act 2018 (Act 806) and Service Tax Act 2018 (Act 807).
- Services** : means services provided by the Bank in relation to the account or based on instructions from accountholder or through ATM, CDM, cheque deposit machine, telephone, mobile phone and internet.
- Termination Date** : means the early settlement of the Bank's Purchase Price made by the Customer prior to Maturity Date.
- this Terms and Conditions** : means this Terms and Conditions and shall include any amendments, changes and additions made and notified to the Customer from time to time by the Bank through, unless stated otherwise herein, the Bank's website at [www.agrobank.com.my](http://www.agrobank.com.my) and shall apply to all accounts unless otherwise specified the type of account deposits applicable.
- Validity Date** : means the expiry date printed on the card.
- VISA** : means Visa International Service Association, a company incorporated in the State of Delaware, with its headquarter at 900 Metro Centre Boulevard, Foster City, State of California, United States of America 94404 of which the Bank is a leading member.
- VISA Paywave** : means the use of card by tapping the card with a distance of four centimeter (4cm) on retailer's terminal to purchase.
- Wakalah** : means an agency contract in which a party mandates another party as her/his agent to perform a particular task in matters that may be delegated voluntarily or with imposition of fee. Under *Tawarruq* arrangement, the Customer enters into a contract upon opening deposit account with the Bank where the latter will act as buying and selling agent on behalf of Customer in respect to buying and selling of the Commodity.

## 2. SHARIAH PRINCIPLES

Applicable Shariah principles are as follows: -

### 2.1 QARD

- 2.1.1 *Qard* refers to a contract of lending money by a lender to a borrower where the latter is bound to repay an equivalent replacement amount to the lender. Bank as a borrower in this situation will be liable to repay all deposits of the Customer (the lender) when requested in accordance with this Terms and Conditions.
- 2.1.2 Customer consents to the Bank to utilize his/her/their whole or any part of monies in any banking activity (financing or investment) that does not contradict with Shariah principles and as permitted under the DFIA and BNM.

**2.2 TAWARRUQ**

2.2.1 Tawarruq consists of two (2) sale and purchase contracts. The first involves the sale of an asset by a seller to a purchaser on a deferred basis. Subsequently, the purchaser of the first sale will sell the same asset to a third party on a cash and spot basis.

2.2.2 Under this arrangement, the Bank (acts as representative on behalf of the Customer) purchases the Commodity from the Commodity Supplier in cash at the Cost Price (principal amount of the Customer's deposit). Subsequently, the Bank is to purchase the Commodity from the Customer (the Bank acting on behalf of Customer to sell the Commodity) based on the Shariah concept of *Murabahah* (Cost Price plus profit) based on deferred payment. Subsequently, the Bank will sell the Commodity-to-Commodity Supplier for cash.

2.2.3 The Bank will purchase the Commodity from the Customer after the Bank (as Agent of the Customer) purchases the Commodity from the Commodity Supplier. In order to show the Bank's determination to complete the said transaction, security deposit (*Hamish Jiddiyyah*) will be paid (if necessary) by the Bank to the Customer whereby upon completion of the Commodity purchase transaction, the security deposit (if any) will be considered as part of the Bank's Purchase Price to be paid by the Bank.

2.2.4 Agency Transactions. The Bank's appointment as an agent for conducting the Commodity's sale and purchase transactions is subject to this Terms and Conditions specified in the Account Opening Application Form and the following Terms and Conditions shall apply:

- a. Customer agrees that the appointment of the Bank as an agent (representative) based on Shariah principle of *Wakalah* (Agency contract) and the Bank accepts the appointment to carry out Agency Transactions on behalf of the Customer based on this Terms and Conditions stated herein.
- b. In relation to the power, discretion, authorization and obligations under this Terms and Conditions, the Bank shall act as a non-exclusive agent for the Customer and limited to the extent which expressly provided in this Terms and Conditions and which is related to the Agency Transactions from time to time and the Bank otherwise shall not be considered as an agent for and on behalf of the Customer in any other aspects.
- c. The Parties agree that the appointment of the Bank as an agent in force when the Bank receives consent from the Customer to appoint the Bank as the Customer's agent in the Deposit Account Opening Application Form or any medium of communication adopted by the Parties.
- d. Through the appointment of the said agent, the Bank shall purchase the Commodity equal to the price specified by the Customer in cash from the Commodity Supplier. The Commodity purchasing transaction shall be executed by the Bank on the next Business Day according to the commodity purchasing daily report. Any Purchase Transaction carried out on behalf of the Customer, the Bank shall register ownership of the said Commodity on behalf of the Customers.
- e. The Customer agrees that the purchase of the Commodity made by the Bank as the

Customer's agent can also be carried in bulk that involves purchasing for other customers.

- f. The Customer agrees that the purchases made by the Bank as the Customer's agent is based on an as is where is basis and the Customer agrees to waive the Bank's liabilities against any damages and/or defects in the goods purchased by the Bank on behalf of the Customer.
- g. In relation to Paragraph 2.2.4 (d), Customer hereby agrees that the Bank will provide an advance amount based on the Shariah contract of *Qard* (Loan) to cover the shortfall to purchase the Commodity from Third Party in the event of the customer's deposit balance is lesser than the amount stated in the commodity purchasing daily report. However, the net amount after deducting the advance amount duly paid (*muqassah*) by the Bank shall be considered as a settlement of Bank's Purchase Price.
- h. Unless otherwise specified in writing by the Customer, upon completion of each Purchase Transaction of the Commodity, the Bank shall purchase the said Commodity from the Customer (Bank as an agent) based on Shariah concept of *Murabahah* (cost price plus profit) on deferred payment. Each *Murabahah* Purchase transactions shall be made on the same date in which the Purchase Transaction of the Commodity is completed.
- i. After completion of the sale transaction, the Bank acting on behalf of the Customer shall immediately transfer ownership, rights, and interests of the Commodity to the Bank and the Customer shall immediately enable the Bank to assume ownership of the Commodity.
- j. The Customer is entitled to request at any time from the Bank and the Bank shall be in such condition to provide details of sales transaction made by the Bank on behalf of the Customer.
- k. The appointment of the Bank as Customer's agent will also be effective for automatic renewal activities and the placement of new deposit for existing customers.
- l. The automatic renewal shall be subject to the current Profit Rate set by the Bank at the renewal date unless it is approved by the Bank to proceed at a special rate.

**2.2.5** *Murabahah* Purchase. *Murabahah* Purchase transactions that will take place between the Bank and the Customer is subject to the following terms and conditions:

- a. After the Bank acting on behalf of the Customer purchases the Commodity, the Bank will purchase the Commodity from the Customer (the Bank as representative) by signing an offer for *Murabahah* Purchase on the *aqad* script of *Murabahah* sale and purchase (Deposit) and the Bank (as the Customer's agent) shall sign the acceptance for *Murabahah* Purchase on the *aqad* script of *Murabahah* sale and purchase (Deposit) of the same, unless otherwise stated in writing by the Customer that the

Customer opt to have the said Commodity.

- b. *Murabahah* Purchase between the Bank and the Customer (the Bank as agent) must occur on the same day after the Bank purchases the said Comodity on behalf of the Customer.
- c. When the aqad script of *Murabahah* sale and purchase (Deposit) has been signed, *Murabahah* Purchase is considered as accepted and completed according to the Terms and Conditions stipulated in this document.
- d. Payment of the Bank's Purchase Price for each *Murabahah* Purchase shall be made by the Bank to the Customer in accordance with procedures set out in this Terms and Conditions.
- e. Parties agree that the Customer has the right to withdraw any amount of the Bank's Purchase Price from the Customer's account in the Bank before Maturity Date of its deposit.
- f. For any early settlement of the sale price made by the Customer in connection with the *Murabahah* Purchase before Maturity Date of its deposit, the Customer hereby agrees to grant rebate (*ibra'*) to the Bank based on the formula set out in this Terms and Conditions.
- g. If a security deposit (*Hamish Jiddiyyah*) is paid upfront, the Customer hereby agrees that the security deposit cannot be used before the execution of *Murabahah* Purchase is completed.

### 3. OPENING OF ACCOUNT

3.1 Application for opening an account shall be made by the individual himself/herself or representative authorized by the communities, clubs, associations, organizations and statutory bodies in the form provided by the Bank and subject to the terms and conditions provided under this Terms and Conditions. The Bank reserves the right to amend these terms from time to time by giving twenty-one (21) calendar days' notice to the Customer.

#### 3.1.1 Savings/GIRO Account

No	Type of Account	Category of Account	Minimum Initial Deposit
1.	Agro Basic Savings Account- <i>i</i> (AgroBSA- <i>i</i> )	<u>Agro AgroBsa-<i>i</i></u> Individual/Trust/Joint	RM20.00
2.	AgroPerdana- <i>i</i> (GIRO Account)	Individual (Passbook) – Citizen	RM20.00
		Individual (Passbook) – Non Citizen	RM50.00
		Individual (Statement) – Citizen	RM20.00
		Individual (Statement) – Non Citizen	RM100.00
		Non Individual (Statement)	RM100.00
		Government Agency / Cash Line	-
		Collection Account	RM1,000.00

3.	AgroPerdana- <i>i</i> PLUS (GIRO Account)	Non Individual (Statement)	RM100.00
		Government Agency / GLC	RM1,000.00
		Collection Account	RM1,000.00
4.	AgroTani- <i>i</i>	Individual – Citizen	RM20.00
		Individual / Trustee – Non Citizen	RM50.00
		Joint – Citizen/ Non Citizen	RM100.00
		Non Individual	RM100.00
5.	AgroTani- <i>i</i> PLUS	Individual – Citizen	RM20.00
		Individual – Non Citizen	RM100.00
		Joint – Citizen / Non Citizen	RM100.00
6.	AgroMuda- <i>i</i>	Trustee / Minor	RM5.00
7.	AgroMuda- <i>i</i> PLUS	Trustee / Minor	RM5.00
		External	RM100.00
8.	AgroFarah- <i>i</i>	Individual– Citizen	RM20.00
		Individual – Non Citizen	RM100.00

### 3.1.2 Term Deposit

No	Type of Product	Category of Account	Minimum Initial Deposit (per certificate/statement)	
1.	Fixed Return Islamic Account- <i>i</i> (FRIA- <i>i</i> )	Individual/ Joint Non-Individual	<b>Profit/Tenure</b>	<b>Amount</b>
			Upfront Security Deposit	RM5,000
			2 months & below	RM5,000
			3 months & above	RM1,000
2.	FRIA- <i>i</i> 45PLUS	Individual / Joint	<b>Profit/Tenure</b>	<b>Amount</b>
			Upfront Security Deposit	RM5,000
			2 months & below	RM5,000
			3 months & above	RM1,000
3.	FRIA - On Lien	Individual/ Joint Non-Individual	<b>Profit/Tenure</b>	<b>Amount</b>
			2 months & below	RM5,000
			3 months & above	RM1,000
4.	AgroPrimaS	Individual/Joint Non-Individual	RM500.00	

- 3.2 The Bank may decline any deposit account application made by the Customer where the Bank shall, upon query made by the Customer, provide reasonable explanation as to the reason for such rejection and if necessary, to advise the Customer for further action. However, written notice will be given to the Customer if the application for opening the AgroBSA-*i* Account is rejected by the Bank.



- 3.3 The Customer agrees to place deposit under the prescribed Shariah principles and according to this Terms and Conditions.
- 3.4 Any amount of money deposited or any subsequent amount of money deposited into the account with the Bank shall be based on the prescribed Shariah principles. The Bank is entitled to refuse any deposits that are classified as not meeting the criteria prescribed by the Bank's Shariah Committee.
- 3.5 Transactions under AgroBSA-*i*
- 3.5.1. Customer may opt to open AgroBSA-*i* with no annual fee and is allowed to carry out sixteen (16) complimentary monthly transactions, as follows:
- Six (6) free visits for transactions conducted Over-The-Counter (OTC). A charge of Ringgit Malaysia Fifty Cents (RM0.50) per visit will be imposed for the seventh (7th) and above visit;
  - Eight (8) free transactions for successful cash withdrawals via ATM/CDM (this excludes savings account balance inquiries or transfer money to other accounts). Transaction charge of Ringgit Malaysia One (RM1.00) for each withdrawal will be imposed for the ninth (9th) and above withdrawals; and
  - Two (2) first Interbank GIRO (IBG) transactions will only be charged Ringgit Malaysia Fifty Cents (RM0.50) per transaction. Transaction charge of Ringgit Malaysia Two (RM2.00) for each transaction will be imposed after the first two (2) IBG transactions.
- 3.5.2. Alternatively, Customer may choose for unlimited ATM withdrawals and OTC Transactions, as follows:
- Customers below sixty (60) years of age  
Accountholders are given an option to pay an Annual Fee of Ringgit Malaysia Eight (RM8.00) for the unlimited number of withdrawals at ATM and OTC transactions.
  - Customers aged sixty (60) and above (Senior Citizens)  
Unlimited ATM withdrawals and OTC transactions. Annual Fee charge is excluded.
- 3.6 For AgroMuda-*i* Trust/Minor Deposit Account, this product will be automatically converted to AgroTani-*i*/AgroTani-*i* PLUS upon the age of the "Primary Accountholder" (Child) has reached the age of 18 years and above. Notice of notification will be given to the customer within fourteen (14) days before the product change is made.
- 3.6.1 Qard Concept:
- AgroMuda-*i* will be converted to AgroTani-*i* or any product that is equivalent/better to AgroTani-*i*, subject to the Bank's management decision.
  - Hibah payment is based on the discretion of the Bank.

**3.6.2 Tawarruq Concept:**

- AgroMuda-*i* PLUS will be converted to AgroTani-*i* PLUS or any product that is equivalent/better to AgroTani-*i* PLUS, subject to the Bank's management decision.
- Profit payment will be paid as per prevailing rate.

3.6.3 Customer is allowed to close/terminate the account upon auto-conversion should the customer is not agreeable with the Bank's decision.

3.7 For Term Deposit Account, certificate or statement of account will be issued by the Bank to the Customer upon completion of account opening and the Customer has deposited the placement amount on the Effective Date of Deposit to enable the Customer (through Bank as the Customer's representative) to proceed with purchasing the Commodity for *Tawarruq* transaction.

3.8 For the application of Agro Visa Debit-*i* Card, the Customer must be twelve (12) years old and above (including non-residents of Malaysia) upon the date of the application card. If the Savings/GIRO Account is a joint account, only ONE (1) card will be issued by the Bank based on the authorized signatory and agreed by the accountholder.

3.9 For a registered owner of a sole proprietorship and partnership who has GIRO Account with the Bank, the Customer is eligible to apply for one (1) card under the name of sole proprietorship. The card can only be held or used by the registered owner of the sole proprietorship.

3.10 The cardholder will be provided with a temporary PIN upon submission of the card and is required to change it to a personal PIN. The PIN is intended to make transactions at ATM/CDM machines. The cardholder shall not disclose the PIN to any person and shall be liable to the Bank for any debit entered in a savings account as a result of any unauthorized transactions.

3.11 However, the Bank reserves the right to approve or reject the card application received where the Bank shall, upon query made by the Customer, provide reasonable explanation as to the reason for such rejection.

**4. OPERATION OF ACCOUNT**

4.1 For Savings/GIRO Account, the Customer may withdraw or deposit money over the ATM/CDM or OTC at any time, subject to the Bank's operating hours.

4.2 Customer who wishes to make withdrawal at counter shall present personally to the Bank together with proof of identity and passbook or certificate or statement of account (if applicable). For individual account, withdrawal by a third party is not allowed. However, an exception is given to non-individual account where withdrawal over the counter could be performed by a representative appointed by the authorized signatory(ies) of the said entity; subject to this Terms and Conditions.

4.3 For Savings/GIRO Account, the minimum amount for deposit or withdrawal through ATM and CDM is subject to available denominations while for OTC transaction is Ringgit Malaysia One (RM1.00) unless account closure and the minimum balance that must be maintained in the

account is shown in the table below except for AgroPerdana-*i* account for Government Departments /Government Agencies /Collection Agents.

No.	Product Name	Minimum Balance
1.	AgroBSA- <i>i</i>	RM20.00
2.	AgroPerdana- <i>i</i> (Statement)	RM100.00
3.	AgroPerdana- <i>i</i> (Passbook – Citizen)	RM 10.00
4.	AgroPerdana- <i>i</i> (Passbook – Non Citizen)	RM 50.00
5.	AgroPerdana- <i>i</i> PLUS (Non Individual)	RM100.00
6.	AgroPerdana- <i>i</i> PLUS (Government Agency/CollectionAccount)	RM0.00
7.	AgroTani- <i>i</i>	RM10.00
8.	AgroTani- <i>i</i> PLUS (Individual/ Joint Account)	RM10.00
9.	AgroTani- <i>i</i> PLUS (External)	RM20.00
10.	AgroMuda- <i>i</i>	RM10.00
11.	AgroMuda- <i>i</i> PLUS (Trustee/Minor)	RM10.00
12.	AgroMuda- <i>i</i> PLUS (External)	RM20.00
13.	AgroFarah- <i>i</i> (Citizen)	RM10.00
14.	AgroFarah- <i>i</i> (Non-Citizen)	RM20.00

- 4.4 For the usage of Agro Visa Debit-*i* Card, the Bank will maintain the cardholder's account for each card held and all transactions performed using the Card and any fees shall be debited by the respective Account.
- 4.5 For AgroPerdana-*i* Account opened by government departments/government agencies/collection agents, the balance of Ringgit Malaysia zero (RM0.00) is allowed.
- 4.6 Interbranch withdrawal can be made by the Customer himself/herself at any of the Bank's branches throughout Malaysia by providing a valid Identification Document (ID) and passbook (if applicable). The amount of cash withdrawals without notice are allowed but subject to this Terms and Conditions.
- 4.7 No limits on the amount for withdrawal by cheque between the branches and subject to a cash balance account at the respective branches.
- 4.8 Account will be closed when the Customer withdraws the entire balance in the account.
- 4.9 The Bank is entitled to close any of the Customer's account for any reasonable reason by giving prior notice in writing.
- 4.10 A service charge of Ringgit Malaysia Ten (RM10.00) will be imposed against the Savings/GIRO Account which is closed less than three (3) months from the date it was opened.
- 4.11 Savings/GIRO Account will be closed automatically if it is left with zero (0) balance for six (6) consecutive months. Notice will be issued to the Customer before automatic closing is made.
- 4.12 The process of opening, operation and closure of Deposit Account is subject to this Terms and Conditions.

**5. USE OF AGRO VISA DEBIT-*i* CARD**

- 5.1 Upon receiving the card, the cardholder must verify the card for use by signing on the signature panel at the back of the card. Cardholders will also be given a PIN for the card. The card holder shall not at any time disclose the PIN to any person in any manner or by any means whether voluntarily or otherwise. By using the card, the card holder agrees to be bound by this Terms and Conditions set forth herein (as may be amended by the Bank from time to time by giving a twenty-one (21) calendar days' notice to the Customer).
- 5.2 The cardholder may use the card only for purchases and payments at the selected retailers which are Shariah compliant only. The card holder acknowledges and agrees that if the card is used for purchases and payments at retail outlet that is non-Shariah compliant, the Bank reserves the right to withdraw, suspend and/or terminate the use of the card by giving reasonable notice to the Customer.
- 5.3 The cardholder shall not allow any third party to use the card or transfer or pass control or ownership of the card or use the card for purposes unauthorized by the Bank.
- 5.4 If the cardholder uses the card to purchase goods and/or services via the internet, website or portal, the cardholder shall be fully responsible for the safety of its use at all times.

The cardholder agrees that by entering card information on the Internet shall be a sufficient proof of the validity of the directive that has been made. Bank will not be responsible for the use of such cards regardless of whether the individual is authorized or not and regardless of the current state of the transaction occurred. However, the Bank reserves the right to not proceed with the execution of such transactions if the Bank has reason to doubt its authenticity or in the opinion that the transaction is void in law or otherwise improper to do so or for any other similar reasons to that effect.

- 5.5 Processing of transactions which are made using debit cards will be determined by the retailer.
- 5.6 Agro Visa Debit-*i* Card cannot be used for any activities which in violation of the law. The Bank reserves the right to terminate the card of Agro Visa Debit-*i* Card if the cardholder is found using the card for illegal activities.

**6. USE OF AGRO VISA DEBIT-*i* CARD FOR OVERSEAS TRANSACTIONS**

- 6.1 When the cardholder uses the card outside Malaysia, the transaction shall be charged in the official currency of the country concerned and converted into Ringgit Malaysia (RM) at the exchange rates and at the time specified by Visa or any other brand owners stated that the Bank is a member, subject to its discretion.
- 6.2 For where applicable, the cardholder shall authorize the Bank to take the necessary measures to comply with the Foreign Exchange Control Regulations issued by Bank Negara Malaysia in respect of any overseas transactions.
- 6.3 Cardholder must also inform the Bank of his/her intention to stay outside Malaysia for more than thirty (30) days.

**7. REFUND AFTER AGRO VISA DEBIT-*i* CARD TRANSACTIONS**

- 7.1 The Bank shall not be liable for any act or omission by any retailer or online howsoever caused, including any refusal to accept the card or any statement or other communication made in connection therewith, or any defect or deficiency in goods or services. Cardholder must liaise directly with an authorized dealer of any claim or dispute and will not dispute payment made by the Bank from the cardholder's account in the respective claim or dispute issued.
- 7.2 In certain circumstances, the card scheme rules allow the cardholder to charge a transaction back to the retailer with which the transaction has been made either in the full amount or part of it (if the right to reimbursement is allowed) subject to a complaint or dispute in writing that has been made to the Bank by the cardholder within **twenty-one (21)** business days from the date of posting of such transactions in account statements cardholder and the cardholder has provided the necessary information requested by the Bank to support the repayment within the period specified.
- 7.3 Notwithstanding and without prejudice to the generality of the clauses in this Terms and Conditions, the cardholder expressly agree that the use of the Card at his/her own risk and will bear all risks associated with, or arising from use of the Card.

**8. DISCRETIONARY OF THE BANK FOR AGRO VISA DEBIT-*i* CARD**

- 8.1 The Bank reserves the right, at any time by giving a prior notice and if required, reasons to reject any proposed Card Transaction notwithstanding the Account balance allows Card Transactions submitted by cardholders.
- 8.2 The Bank reserves the right to the following, subject to valid reason being provided: -
- a. Suspend the right of the cardholder to use the card for security reasons, entirely or in respect of a particular facility, and/or
  - b. Refuse to re-issue, renew or replace the Card, without prejudice to the obligations of the cardholder under this Terms and Conditions which shall remain in force and no refund of the annual fee if the right to use the card has been suspended by the Bank or if the Card is not renewed or replaced; and/or
  - c. Suspend the right of the cardholder to use the card entirely or in respect of benefits for any business transactions with non-halal/non-Shariah-compliant activities.

**9. EXCLUSION OF LIABILITY FOR USE OF AGRO VISA DEBIT-*i* CARD**

- 9.1 The Bank is not responsible for the refusal of any retailer or institution of Visa member to honor or accept the card or for any defect or deficiency in goods or services supplied to the cardholder or any other party by any retailer. Any complaint by the cardholder must be resolved directly with the retailer and concerned Visa's member institutions and no claim against the dealer or institutions of Visa's member may be refused and a counterclaim made against the Bank.
- 9.2 The Bank shall not be held liable for any damages incurred or loss suffered by the cardholder any situation whether or not the condition relating to or arising out of this Terms and Conditions, including where the card is not accepted for any reason by any retailer, person or body, rejection of the card by any ATM/CDM, blockade for failure to renew the Card or cancellation of

the facility or under any circumstances where the Bank will be obliged to act reasonably to protect its rights under the provisions of this Terms and Conditions.

- 9.3 The Bank shall not be liable if it is unable to perform its obligations under this Terms and Conditions caused, directly or indirectly, to any industrial dispute, war, natural disaster or any situation outside the control of the Bank, its employees or its agents.
- 9.4 The Bank shall not be liable in any way for any injury to the image and reputation of the cardholder in and about the withdrawal of the card or any request for return.
- 9.5 The Bank shall not be liable in any way to the cardholder for any inconvenience, loss, damage or embarrassment of any kind caused by or arising out of any transaction proposed disclaimer.

## **10. HIBAH, PROFIT AND REBATE (*IBRA'*)**

### **10.1 QARD-BASED PRODUCTS (SAVINGS/GIRO ACCOUNT)**

Payment of *Hibah* is subject to the discretion of the Bank. *Hibah* (if any) will be paid to the Customer at a rate determined by the Bank from time to time and will be credited on a monthly basis or at any period as determined by the Bank. *Hibah* (if any) will be calculated on a daily basis or in any manner which the Bank considers reasonable.

### **10.2 TAWARRUQ-BASED PRODUCTS**

#### **10.2.1 Term Deposit**

- a. Payment of profit by the Bank to the Customer will be made on monthly, semi-annually, annually or any other period as determined by the Bank based on the agreed profit rate by both contracting parties under the respective products or campaigns and the following formula shall apply:

Calculation of the Profit

**Profit =  $P \times R \times T / 365$  or  $366$**

Where;

P = Principal Amount in Ringgit Malaysia (RM).

R = Profit Rate (%) predetermined upon placement or renewal of deposit.

T = Tenure in days from the Effective Date of Deposit until the Maturity Date.

Calculation of the Bank's Purchase Price

**Bank's Purchase Price = Principal Amount + Profit**

- b. The customer shall grant rebate (*ibra'*) to the Bank in the event of the following events occur:-
- New account
    - (i) Premature withdrawal of the Term Deposit account is made by the Customer within three (3) months and below from the date of placement where the Bank will not pay any profit and the Customer will bear the Brokerage Fee at 0.05% on the total deposit or RM50.00; whichever is lower and such Brokerage Fee is subject to Sales Tax and Services Tax (SST)

(if any).

$$\text{Rebate (Ibra')} = \text{Bank's Purchase Price} - (P \times R \times t/365 \text{ or } 366) - \text{BF}$$

Where;

P = Principal Amount in Ringgit Malaysia (RM).

R = Profit Rate (%) predetermined upon placement or renewal of Account.

T = Tenure in days from the Effective Date of Deposit until the Termination Date.

- (ii) Premature withdrawal of the Term Deposit account is made by the Customer after a period of three (3) months from the date of placement but before its Maturity Date where the Bank will not pay any profit and the Customer will not bear the payment of the Brokerage Fee.

$$\text{Rebate (Ibra')} = \text{Bank's Purchase Price} - (P \times R \times t/365 \text{ or } 366)$$

Where;

P = Principal Amount in Ringgit Malaysia (RM).

R = Profit Rate (%) predetermined upon placement or renewal of account.

T = Tenure in days from the Effective Date of Deposit until the Termination Date.

- (iii) However, Customer who takes an upfront security deposit, the said Customer only receives this amount:-

$$\text{Rebate (Ibra')} = \text{Principle Amount}$$

Where;

P = Principal Amount in Ringgit Malaysia (RM).

- Renewed Account:  
Premature withdrawal where the Bank will not pay any profit and the Customer will not bear the payment of the Brokerage Fee.

$$\text{Rebate (Ibra')} = \text{Bank's Purchase Price} - (P \times R \times t/365 \text{ or } 366)$$

Where;

P = Principal Amount in Ringgit Malaysia (RM).

R = Profit Rate (%) predetermined upon placement or renewal of account.

T = Tenure in days from the Effective Date Of Deposit until the Termination Date.

- c. The Customer hereby agrees that the Bank reserves the right to deduct from the deposit amount of any rebate (*ibra'*) given by the Customer to the Bank.

- d. The Customer hereby agrees that any amount set by the Bank to be paid by the Bank to the Customer under the said account shall be final and shall bind the Customer unless there is a manifest error.
- e. If the deposit maturity date falls on a non-Business Day, the Bank reserves the right to proceed with the payment on the next Business Day.
- f. For Term Deposit Account, unless the Customer submits a written notice to the Bank to terminate the said account at Maturity Date, a new purchase transaction shall be effective upon the appointment of agents specified in this Terms and Conditions and the deposit is in accordance with the specified period stated in Deposit Application Form.

#### 10.2.2 Savings/GIRO Account

- a. Payment of profit is calculated on daily basis according to the Effective Profit Rate (EPR) as determined by the Bank from time to time. Total accrued profits will be credited into the Savings/GIRO Accounts of the Customer at the end of each month or within the time frame determined by the Bank. The following formula applies:

##### Calculation of the Daily Profit

$$\text{Daily Profit} = P \times \text{EPR} / 365 \text{ or } 366$$

Where;

P = Daily Net Deposit in Ringgit Malaysia (RM).

EPR = Effective Profit Rate (%) for respective products or campaigns.

##### Calculation of the Bank's Purchase Price

$$\text{Bank's Purchase Price} = \text{DND} \times \text{CPR} \times T / 365 \text{ or } 366$$

Where;

DND = Daily Net Deposit in Ringgit Malaysia (RM)

CPR = Ceiling Profit Rate (%) for each Product or Campaign

T = Number days from the Effective Date of Deposit until *Aqad* Period  
Expiration Date (31 December on every year)

- b. The structure of EPR are based on respective products or campaigns and it shall be determined by the Bank from time to time based on the following:-
  - (i) Single Flat Rate;
  - (ii) Tier Rate based on a Single Flat Rate based on the total deposit amount;
  - (iii) Split Rate based on different the different EPR for each account balance within the specified range.

The Daily Profit Computation is subject to the minimum balance requirement



in the account and the setting on the Bank's system.

- c. The customer shall grant rebate (*ibra'*) to the Bank in the event of the following events occur:
- (i) Withdrawal or transfer of deposits prior to the *Aqad* Period ExpirationDate for the current year (31 December of the current year);
  - (ii) Closure of accounts is made prior to the *Aqad* Period Expiration Date for the current year;
  - (iii) Current CPR for *aqad* is higher than EPR;
  - (iv) Freeze of Savings/GIRO Account by the Bank;
  - (v) The Savings/GIRO Account balance is less than the required minimum balance.

Rebate (*ibra'*) computation

**Rebate (*ibra'*) = Bank's Purchase Price – Total Accrued Profit Payable**

- d. In the event of the EPR is greater than the CPR due to changes in Overnight Policy Rate (OPR), any excess amount credited shall be considered as a *Hibah* (Gift) from the Bank.

## 11. PASSBOOK AND CERTIFICATE

- 11.1 The Customer must ensure Passbook and/or Certificate (where applicable to the respective deposit accounts) is kept safely and the Customer shall immediately give notice in writing to the Bank of the loss, theft or destruction of the Passbook and/or Certificate. In the event the Passbook and/or Certificate is lost, stolen, or destroyed, the Customer shall submit a letter of indemnity based on Bank's standard which is available at any of the nearest Bank's branch which has been stamped with any cost and charge relating to Passbook and/or Certificate have been paid by the Customer (if any) before payment can be made or a copy of certificates or a new passbook is issued by the Bank.

## 12. STATEMENT OF ACCOUNTS

### 12.1. GIRO Account

- a. Statement will be sent on monthly basis if there are transactions made for the month.
- b. Statement ending of June 30 and December 31 will be sent to all accountholders.
- c. Statement issued upon request from the accountholder is subject to a service charge in the amount of Ringgit Malaysia Five (RM5.00) per request, per account.
- d. The accountholder is required to check every detail in the statement sent and report immediately to the Bank if there is any error, irregularity, dispute, claim or withdrawal that is not authorized or any detail made, processed or paid as a result of forgery, fraud, less

power, negligence or disclosure from a third party. If no objections are received by the Bank within fourteen (14) days of the date the statement is issued, these statements shall be deemed correct and accurate.

#### 12.2. Savings Account

- a. Accountholder is encouraged to activate the AgroNet online banking services for accessing the statement. No service charge shall be imposed on the activation.
- b. The accountholder is required to check every detail in the statement and report immediately to the Bank if there is any error, irregularity, dispute, claim or withdrawal that is not authorized or any detail made, processed or paid as a result of forgery, fraud, less power, negligence or disclosure from a third party. If no objections are received by the Bank within fourteen (14) days of the date the statement is issued, these statements shall be deemed correct and accurate.

### 13. **AUTOMATED TELLER MACHINE (ATM) / DEBIT CARD**

- 13.1 ATM card / debit card will be issued to all accounts where related upon request by the Customer. A charge of Ringgit Malaysia Ten (RM10.00) will be imposed on an annual basis for the issuance of ATM / VISA Debit-*i*card.
- 13.2 A charge of Ringgit Malaysia One (RM1.00) will be imposed for each withdrawal using an ATM/CDM via PayNet network. A charge of Ringgit Malaysia Twelve (RM12.00) will be imposed to replace the lost ATM / VISA Debit-*i* card.

### 14. **DORMANT ACCOUNT**

- 14.1 Dormant account is defined as an inactive account that has no transaction (withdrawal or deposit) whether over the counter, ATM or Internet Banking over twelve (12) consecutive months or more and it is effective from the last transaction made by the Customer. However, exemption is given to the AgroPerdana-*i* Account for government departments/government agencies/Collection agency.
- 14.2 Notice shall be given by the Bank to the Customer by Short Message System (SMS), email, ordinary or registered post, courier or by hand.
- 14.3 When an account is presumed to be dormant, the Customer has an alternative either to reactivate or close the account. Reactivation of the account can only be carried out by the Customer (accountholder) by depositing or withdrawal at any branches of the Bank (Over The Counter only).
- 14.4 If no activation made by the Customer within seven (7) years or until the balance in the account is zero (0), the Bank is entitled to close the account with a balance that would otherwise be absorbed by the Bank as a service fee. The annual service fee charged is Ringgit Malaysia Ten (RM10.00) and will be debited from the Customers' Deposit Accounts.
- 14.5 For dormant account with remaining balance more than Ringgit Malaysia Ten (RM10.00), the annual service fee will be charged until the balance of the deposit sent to the Registrar of

Unclaimed Monies in pursuant to the Unclaimed Monies Act 1965 ("UMA").

**15. UNCLAIMED MONIES**

- 15.1 Under UMA, any monies standing to the credit of an account that does not operate in any way by the Customer for a period of not less than seven (7) years will be classified as "Unclaimed Monies". Customer will be given a twenty-one (21) days' notice in advance before the money is sent to the Registrar of Unclaimed Monies.

**16. CHANGE OF DETAILS**

- 16.1 No change of address, signature and/or other particulars recorded with the Bank shall be effective unless the Customer has given notice to the Bank in respect of changes in the details, and nothing will be affected by the notice of change of particulars which the Bank has no knowledge at the time a change is made.
- 16.2 The Customer shall notify the Bank in writing immediately and in the manner as may be set out by the Bank if there are changes to the signature, change of partners (for joint account), conversion of trustees (for association account), the conversion of establishment (for the accounts of the Company), change of address or any important information in records of the Bank.
- 16.3 The Bank is entitled to refuse to act on any of the Customer's instruction relating to the Customer's account unless and until the Customer has furnished all documents required by the Bank including fresh mandate.

**17. JOINT ACCOUNT**

- 17.1 The Customer authorizes the Bank to include all amounts received by the Bank via cheques or negotiable instrument payable to one of the joint accountholders to be included in a joint account and submit any negotiable instruments or cheques that may be retained by the Bank to one of the joint accountholders.
- 17.2 All joint accountholders must be present to open the joint account. Where the Bank is instructed and authorized to act on the instructions of any one of the joint accountholders, the account may be operated or closed by any one of the joint accountholders. Where the Bank is authorized to act on the instructions of all of the joint accountholders, the account may only be operated or closed by all of the joint accountholders, as the case may be.
- 17.3 If the Bank shall be in doubt of any instruction given by any one or more of the joint accountholders in relation to the operation of the joint account, the Bank shall be entitled if it requires to request for a written confirmation from all of the joint accountholders before carrying out such instructions without being liable to any of the joint accountholders for doing so.
- 17.4 All joint accountholders shall be jointly and severally liable for all transactions arising for such instruction in respect of the joint account. If the Bank receives contradictory instructions, the Bank may choose to act only on the mandate of all the joint accountholders and shall not be responsible or liable for any loss, claims, demands, proceedings, costs, expenses and damage whatsoever caused by the Bank's refusal to act without such mandate.

- 17.5 All joint accountholders shall jointly and severally undertake to indemnify and guarantee the Bank against any losses, damages, claims, proceedings, costs and any liability of when and where it occurs due to the instructions issued by any of the joint accountholders.
- 17.6 The joint accountholders agree that in the event of death, bankruptcy or insanity of any of the joint accountholders, all transaction including activation, withdrawal and closure of joint account will be handled solely by the surviving joint accountholder. Any balance remaining in the credit of the joint account may be paid to the survivor, the non-bankrupt or the non-insane joint accountholder, as the case may be, subject to any statutory compliance (if required) with the relevant legislation prevailing at such time, or any court order subject to the Bank being indemnified by the survivor against any claim that may be made against the Bank as a result of the Bank making such payment.

## **18. ACCOUNT OF A DECEASED**

- 18.1 For all types of accounts other than joint account, an applicant whose criteria are set out under clause 18.2 below may claim on the account of the deceased and/or savings involving the deceased up to Ringgit Malaysia three thousand (RM3,000.00) subject to the Bank being indemnified by the applicant against any claim that may be made against the Bank as a result of the Bank making such payment by submitting the original copy of the death certificate and a copy of the same, Statutory Declaration and indemnity letter in the form that is acceptable to the Bank and other documents as may be determined by the Bank.
- 18.2 The applicant must be eighteen (18) years old and above and to follow the sequence as follows:
- (i) Trustee
  - (ii) Husband /Wife/Children aged eighteen (18) years and above
  - (iii) Parents / Legal guardians
  - (iv) Siblings / Step-siblings
  - (v) Next-of-kin who can provide evidence that they have a relationship with the deceased
- 18.3 Application above Ringgit Malaysia Three Thousand (RM3,000.00) for accounts other than joint accounts, application may be made by the applicant upon obtaining a Letter of Administration, Distribution Order or order from the Director of Malaysian Department of Insolvency accepted by the Bank (whichever is applicable).
- 18.4 For joint account, application may be made as follows:-
- 18.4.1 Application shall be made by the surviving joint accountholder by submitting the original death certificate and all other necessary document required by the Bank and compliance with applicable laws.
- 18.4.2 Subject to Section 18.4.1 above, for joint account involving either one (1) of the authorized signatories:
- 18.4.2.1 Two or more of the authorized signatories died  
Any money in the joint account shall be deposited with the surviving joint accountholder upon receipt of the application from the surviving joint

accountholder.

- 18.4.2.2 One of the authorized signatories died and the surviving joint accountholder is a minor

The Bank may freeze any money in the joint account until the Bank receives the Letter of Administration from executor or administrator of the estate of the deceased. The Bank shall deliver the money in the account as stated in the Order.

- 18.4.2.3 All of the authorized signatories died

The Bank may freeze any money in the joint account. The Bank shall deliver all monies to the executor or administrator of the estate of the deceased joint accountholder who first makes an application by submitting the Order.

- 18.4.3 Subject to Section 18.4.1 above, for joint account involving two (2) or more authorized signatories:

- 18.4.3.1 One of the authorized signatories died

The Bank may freeze any money in the joint account until the Bank receives the application from the surviving joint accountholder together with the written consent from all other authorized signatories and Letter of Administration to enable the account to be reactivated.

- 18.4.3.2 Two or more of the authorized signatories died

The Bank may freeze any money in the joint account until the Bank receives the application from the surviving joint accountholder together with the written consent from all other authorized signatories and Letter of Administration to enable the account to be reactivated.

- 18.4.3.3 One of the authorized signatories died and the surviving joint accountholder is a minor

The Bank may freeze any money in the joint account until the Bank receives the Letter of Administration (LA Order) from executor or administrator of the state of the deceased. The Bank shall deliver the money in the account as stated in the LA Order. Payment of the Bank in respect of the balance amount in the account shall be an absolute discharge of the Bank in respect of such account.

- 18.4.3.4 All of the authorized signatories died

The Bank may freeze any money in the joint account. The Bank shall deliver all monies to the executor or administrator of the state of the deceased joint accountholder who first makes an application by submitting the Order. Payment by the Bank in respect of the balance amount in the account shall be an absolute discharge of the Bank in respect of such account.

- 18.4.4 Payment by the Bank in respect of the amount of the balance in the account shall be an absolute discharge of the Bank in respect of such accounts.

- 18.5 If the application involves a trustee account in which the minor has reached the age of eighteen (18), the minor can make the closure of the account, regardless of the account balance after the Bank received confirmation of the death of the trustee.
- 18.6 Withdrawal of the account of the deceased and/or involving the deceased is subject to this Terms and Conditions.

**19. FREEZE OF ACCOUNT AND TERMINATION OF SERVICE OF AGRO VISA DEBIT-iCARD**

- 19.1 The Bank shall at any time be entitled to, and with or without any prior notice to the Customer, to the extent permitted by law, carry out the freezing of account, among others, refrain from effecting or carrying out any transactions, including payment of any monies or of any cheques or any other instrument or any instructions for payment out of the Customer's account and/or acceptance and/or collection of cheques, deposits of monies or any other instruments or any instructions to effect receipt of payment into Customer's account ("Freezing of Account") upon but not limited to the occurrence of any of the following events :
- a. In accordance with the requirements under the law, court order and this Terms and Conditions;
  - b. In the event of death of the accountholder, where the accountholder is an individual, or is an authorized signatory to operate accounts for partnership and/or company or any such legal entity, the Bank shall continue with Freezing of Account until a new mandate or a fresh authorized signatory is given to the Bank;
  - c. Upon the Bank being notified or becoming aware that the Customer has committed an act of bankruptcy and/or petition for winding up for bankruptcy has been presented against the Customer;
  - d. Upon receipt by the Bank of any police report being lodged by either the Bank or any party in respect of the said Deposit Account;
  - e. Upon the Bank being made aware that the Customer's mental capacity to manage his/her account is in doubt;
  - f. Upon the Bank being suspicious of any fraudulent activities concerning the Deposit Account and the Bank in its reasonable opinion is of the view that the information/ documents provided to the Bank for opening the Deposit Account had been found to be false and/or incorrect and/or tampered and/or a misrepresentation of the identity;
  - g. Upon the Bank being notified and/or requested by any authority including but not limited to BNM, police or any other statutory or regulatory authorities whether local or international ("Authorities") to so refrain from performing any transaction under the Customer's Deposit Account;
  - h. Upon the Bank being made aware of complaints had been made by the third parties with the police or the Authorities that the Deposit Account has been used for conducting any fraudulent transactions and/or deposits and/or scams and/or soliciting illegal deposits,

provided further the Bank's action on freezing the Deposit Account shall be in its opinion based on its own internal investigations or information made available to it by the Police and/or Authorities.

19.2 For Agro Visa Debit-*i* Card, the Bank may terminate the use of the card by written notice without providing any reason for the termination, provided that the Bank has reason to believe that the card holder has misused the card or has breached any of this Terms and Conditions set out herein. Upon such termination, the card will be cancelled immediately whether the card is returned by the cardholder to the Bank or not.

19.3 The cardholder may at any time terminate the use of the card by sending written notice to the Bank and return the card to the Bank. However, no refund of the annual fee or any part thereof will be made.

## **20. GOVERNING LAW**

20.1 This Terms and Conditions shall be governed by and construed, interpreted and applied in accordance with the laws of Malaysia and the rules, regulations and guidelines of BNM and other bodies concerned, which are in force from time to time (including amendments, modifications, improvements, changes, substitutions which are made of).

## **21. DISPUTE RESOLUTION**

21.1 Any dispute, controversy or claim arising out of or relating to this Terms and Conditions, or any breach, termination or invalidity of any matter in this Terms and Conditions, shall be resolved as far as possible through negotiations and mutual agreement by the parties.

21.2 If the parties cannot reach mutual agreement within thirty (30) days after notice from the other party, the dispute may be settled by arbitration or by referring to the courts of competent jurisdiction. The arbitrator or court's decision is final and binding on the parties.

## **22. LIMITATION OF LIABILITY**

22.1 The Customer shall fully indemnify the Bank against any damage, loss or cost or expense which may be incurred or suffered by the Bank as a result of the Customer's failure to perform any of its obligations related to this Terms and Conditions.

22.2 Save where expressly provided otherwise in this Terms and Conditions and to the extent permitted under the laws and regulations (which includes any guidelines, circulars or rules issued by relevant authorities), the Customer agrees that in no event will the Bank be liable for any lost profits, loss of business, loss of use, loss of goodwill, lost savings or other consequential, special, incidental, indirect, exemplary or punitive damages suffered by the Customer by reason of any delay in performance or no-performance or breach of any obligations of the Bank.

22.3 The Customer agrees that the Bank shall not be responsible for any loss, damage, injury, inconvenience or embarrassment suffered by the Customer by reason of any delay in performance or non-performance of any obligation of the Bank herein due to any causes beyond the reasonable control of the Bank including causes such as computer, electronic, electrical system failure malfunction or breakdown or the interruption, non-supply background or failure in supply of electricity or power for any length of time.



**23. FEES AND CHARGES**

- 23.1 Charges imposed are based on the Bank's current charge rate and subject to SST (if any) or any other tax as prescribed by the relevant Minister (please refer to the Agrobank's website at [www.agrobank.com.my](http://www.agrobank.com.my) (link to Fees and Charges)). The Bank shall comply with all the regulations and decisions issued by BNM.
- 23.2 For the use of the Agro Visa Debit-*i* Card, the Bank reserves the right to charge a pre-authorization where it refers to the amount of pre-authorization which will be debited from the account if the cardholder refueled and make payments using the card at automated fuel dispenser or pay for registration in hotel room using the card or any other transaction that requires the pre-authorization charges. Pre-authorization charges are intended only for the approval of the transaction. The pre-authorization amount will be released when the actual transaction amount is debited from the account.
- 23.3 The Customer agrees that the Bank reserves the right to change the fees and charges related to the Deposit Account and Agro Visa Debit-*i* Card by giving twenty one (21) days of such notice or communication about these changes or any communication regarding changes can be delivered personally or by ordinary post to the Customer at the current address kept by the Bank or by displaying at the Bank's premises or newspaper or e-mail or website or through short message service (SMS).

**24. BANK'S RIGHT TO SET-OFF**

- 24.1 The Customer agrees that in addition to the general lien or other rights of a similar nature, in which the Bank as banker is entitled by law, at any time upon giving the Customer seven (7) days prior written notice, combine or consolidate any or all of the Bank accounts of the Customer with any Customer's liabilities with Bank and set off or transfer any sum or outstanding credit or all of the amount available in the Bank account of the Customer or the total solution for any liabilities of the Customer, whether the Customer's liability that is contingent, unforeseeable or in the future, the Bank is entitled to withhold any amount that is in the Customer's account to cover the extent of the liability of the Customer with the Bank.

**25. FORCE MAJEURE**

- 25.1 Notwithstanding any other provision herein, if the Bank is unable to perform any operations or provide any services for any reason beyond the Bank's control, inclusive but not limited to fire, earthquake, flood, pandemic, epidemic, natural disasters, accidents, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war, act of God or any other factor which are deemed as Force Majeure or any failure or disruption of telecommunications, electricity, water, fuel supply, the Bank is not responsible in any way for any inconvenience, loss, injury, damage suffered or incurred by the Customer arising from the same cause.

**26. DISCLOSURE OF CUSTOMER INFORMATION AND PERSONAL DATA UNDER DFIA AND PDPA**

- 26.1 The Customer consents and agrees for the Bank to collect, process, disclose, transfer, maintain, store and retain the Customer's personal data in accordance with the DFIA and PDPA.
- 26.2 The Customer consents and agrees to the Bank conducting credit checks and verification of



information given by the Customer in this application for the Deposit Account or services with any credit bureaus or corporation set up for the purpose of collecting and providing credit or other information. Pursuant to this Paragraph, the Customer authorizes CTOS or any other credit bureaus to disclose any information and/or data relating to the Customer as may deem necessary to the Bank for the abovementioned purpose.

26.3 The Customer consent to the Bank's disclosure of his personal affairs or account of the Customer to other entities including its branches in Malaysia and parties/bodies listed in clause 26.3 below provided that the Customer's personal affairs or account and in respect of personal data or information which the Customer has informed the Bank to be confidential, the person receiving such information from the Bank may be required to undertake to maintain the confidentiality of personal data and information received:-

:-

- (i) within the Bank, on the need-to know basis, including individuals undergoing practical training or internship program with the Bank and the Bank's employee of whom the Customer is connected to; or
- (ii) to the Central Credit Unit, BNM, Inland Revenue Board (IRB) including as required under Section 132B of the Income Tax Act 1967 (ITA), Income Tax (Automatic Exchange of Financial Account Information) Rules 2016 and Income Tax (Automatic Exchange of Financial Account Information) (Amendment) Rules 2017, any governmental agency or such other authority as the Bank deems proper; or
- (iii) to any party providing services or other professional advisers to the Bank (including outsourcing vendors, debt collection agents, auditors, solicitors, agents, consultants) ; or
- (iv) to the Security Party; or
- (v) to Syarikat Takaful Malaysia Keluarga Berhad, Syarikat Takaful Malaysia Am Berhad or other takaful companies (if required) in the event that any application for any takaful coverage is submitted by the Customer to Syarikat Takaful Malaysia Keluarga Berhad, Syarikat Takaful Malaysia Am Berhad or other takaful companies; or
- (vi) for or in connection with any legal action, suit or proceedings relating to the Facility or security; or
- (vii) to any third party, if required by any law, regulation or by-law; or
- (viii) to any party pursuant to any arrangement, composition, restructuring or any proposed arrangement, composition or restructuring between the creditors of the Customer; or
- (ix) pursuant to any other legal provisions and subpoena.

The Customer acknowledges and agrees that the permission given under this paragraph is for the purposes of DFIA (and any variation, modification, substitution and amendment thereto) and that no further consent from the Customer is required for the purposes of this paragraph.

- 26.4 The Customer consents that the Bank, its employees, its representatives and/or its agents may contact the Customer from time to time through personal visits or oral communication effected via any means of communication including telephone calls regarding any products or services promotion unless objected to in writing by the Customer.
- 26.5 The Customer confirms that all personal information and data set forth herein is/are all true, up to date and accurate and should there be any changes to any personal information or data set forth herein, the Customer shall notify the Bank promptly.
- 26.6 The Customer acknowledges that the Customer has read the terms of the Personal Data Protection Policy (PDP Policy) which is accessible at the Bank's website at [www.agrobank.com.my](http://www.agrobank.com.my) and if necessary, the Customer has sought appropriate assistance and clarification from the Bank prior to Customer's acceptance of this transaction. The Customer agrees to abide by the terms of the PDP Policy and any amendments or variations made thereto.

## **27. ADDITIONAL PROVISIONS**

- 27.1 The Terms and Conditions herein are non-exhaustive. The Bank reserves the right to add, modify and delete any of the provisions in this Terms and Conditions. Any such additions, modifications, or deletions shall be binding on the Customer and be deemed to have come to the Customer's attention by way of displaying it at the Bank and at any of its branches and/or advertised by other mode which the Bank deems fit as well as does not contravene the Shariah principles within twenty one (21) days prior notice to date of implementation. All previous Terms and Conditions shall be revoked and wholly superseded by this Terms and Conditions.
- 27.2 In the event of any inconsistency or discrepancy between this Terms and Conditions and any marketing brochure and promotional materials related to the campaign or promotion, this Terms and Conditions shall prevail.
- 27.3 This Terms and Conditions is issued in both English and Bahasa Malaysia. In the event of any inconsistency or discrepancy between this English and the Bahasa Malaysia version, the Bahasa Malaysia version shall prevail.
- 27.4 For further information and any inquiries, please visit any nearby Agrobank branches by adhering to the SOP issued by Majlis Keselamatan Negara (MKN) or kindly contact us at:
- i. Call center at 1-300-88-2476
  - ii. Visit our corporate website at [www.agrobank.com.my](http://www.agrobank.com.my).

**-THE END-**

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