

## GXBank Business Banking Early Access Campaign Terms and Conditions

(Effective date: 11 March 2025)

### 1. General

- 1.1 The GXBank Business Banking Early Access Campaign (“**Campaign**”) is organised by GX Bank Berhad (“**GXBank**”) and will run from **11 March 2025** to **30 June 2025** (both dates inclusive) or as otherwise determined by GXBank with prior notice (“**Campaign Period**”).
- 1.2 By participating in the GX Business Banking Early Access Programme (“**Programme**”) and the Campaign, you acknowledge and agree:
- (a) to be bound by these GXBank Business Banking Early Access Campaign Terms and Conditions (“**Terms and Conditions**”);
  - (b) any decisions made by GXBank regarding the Campaign are final and binding; and
  - (c) that these Terms and Conditions may be amended from time to time.
- 1.3 These Terms and Conditions shall be read in conjunction with GXBank’s Terms and Conditions Governing Business Banking Products and Services as set out in the GXBank app and/or website at the time of your participation in the Programme and as may be amended from time to time during the Campaign Period if you have participated in the Programme.
- 1.4 GXBank’s business banking currently comprises business deposit account (“**GX Biz Account**”) and business loan (“**GX Biz FlexiLoan**”). As part of the Programme, you may be offered (a) both GX Biz Account and GX Biz FlexiLoan or (b) only GX Biz Account.

### 2. Eligibility

- 2.1 You are eligible to participate in the Campaign if:
- (a) you are a new-to-GXBank customer;
  - (b) you are a sole proprietor and a Grab merchant (“**Grab Merchant**”);
  - (c) you are not rejected by GXBank due to eligibility criteria for onboarding of the GX Biz Account offered by GXBank;
  - (d) you have received an email/notification from GXBank and/or Grab notifying you of your eligibility to participate in the Programme and the Campaign (“**Notification**”); and
  - (e) you have registered your interest in and provided consent to participate in the Programme in accordance with the requirements set out in the Notification (“**Registration / Provision of Consent**”),
- (“**Eligible Business**”).

2.2 You will not be eligible to participate in the Campaign if:

- (a) you currently have a retail savings account with GXBank (“**GX Savings Account**”) or any other GXBank products and services;
- (b) you have previously held and closed a GX Biz Account;
- (c) you have not been shortlisted and contacted by GXBank and/or Grab to participate in the Campaign; or
- (d) you have previously participated in the GXBank Business Banking Early Access Campaign that started on 17 December 2024.

### 3. Qualifying Criteria

3.1 To be eligible for the Campaign Rewards set out in Clause 4.1 below, each Eligible Business must meet the following qualifying criteria during the Campaign Period:

No.	Reward Category	Qualifying Criteria
(a)	<b>Reward Category 1:</b> Beta Testing Reward	<ul style="list-style-type: none"> <li>(i) upon completing the Registration/Provision of Consent (as outlined in Clause 2.1(e)), you must receive an invitation from GXBank and/or Grab to participate in the Programme;</li> <li>(ii) you must successfully open, activate, and maintain a GX Biz Account in good standing with GXBank; and</li> <li>(iii) if offered by GXBank, you must successfully open and maintain a business loan account (“<b>GX Biz FlexiLoan</b>”),</li> </ul> <p><b>(“Beta Qualifying Criteria”).</b></p>
(b)	<b>Reward Category 2:</b> Grab Merchant Ecosystem Interest	<ul style="list-style-type: none"> <li>(i) you must be a registered Grab merchant operating on the Grab platform; and</li> <li>(ii) you must maintain an active GX Biz Account in good standing with GXBank,</li> </ul> <p><b>(“Grab Merchant Qualifying Criteria”).</b></p>

#### 4. Campaign Mechanics and Rewards

- 4.1 An Eligible Business that meets the Beta Qualifying Criteria outlined in Clause 3.1 above during the Campaign Period will be eligible to receive the following Campaign Reward subject to the Campaign Reward Eligibility:

Reward Category 1: Beta Testing Reward	
Campaign Reward	Campaign Reward Eligibility & Crediting
<b>RM88 cash reward</b>	<b>Campaign Reward Eligibility</b> Limited to the first 200 Eligible Businesses that meet the Beta Qualifying Criteria.  The RM88 cash reward can only be received once during the Campaign Period.
	<b>Crediting of Campaign Reward</b> The RM88 cash reward will be credited to the Eligible Business' GX Biz Account after meeting the Beta Qualifying Criteria.  In exceptional cases, crediting of the RM88 cash reward could take up to two (2) weeks from the date the Eligible Business meets the Beta Qualifying Criteria.

- 4.2 An Eligible Business that meets the Grab Merchant Qualifying Criteria outlined in Clause 3.2 above during the Campaign Period will be eligible to receive the following Campaign Reward subject to the Campaign Reward Eligibility:

Reward Category 2: Grab Merchant Ecosystem Interest	
Campaign Reward	Campaign Reward Eligibility & Crediting
<b>Bonus interest at a rate of 1.5% per annum (p.a.) on the end-of-day balance of an Eligible Business' GX Biz Account ("Grab Merchant Ecosystem Interest")</b>	<b>Campaign Reward Eligibility</b> The Grab Merchant Ecosystem Interest is calculated daily based on the end-of-day balance of the Eligible Business's GX Biz Account.
	<b>Crediting of Campaign Reward</b> The Grab Merchant Ecosystem Interest will be credited daily to the Eligible Business's GX Biz Account, in addition to the Base Interest (as defined in clause 4.3 below) offered by GXBank for maintaining a GX Biz Account.

- 4.3 The Grab Merchant Ecosystem Interest will be credited to the Eligible Business's GX Biz Account along with the base interest, which is currently set at an interest rate of 1% p.a. (**Base Interest**), in a single account transaction/posting.

4.4 Below are illustrations of the Campaign Reward under Reward Category 2 (*Grab Merchant Ecosystem Interest*).

	Scenario A	Scenario B
<b>End-of-day balance</b> (in GX Biz Account)	Total balance (20 Dec 2024): <b>RM200,000</b>	Total balance (1 Jan 2025): <b>RM300,000</b>
<b>Daily interest calculation and new balance</b>	Base Interest: 1% p.a. Bonus Interest: 1.5% p.a. Number of days in year: 366*  <u>Total interest received:</u> = Total Balance x (Base Interest @1.0% p.a. + Bonus Interest @1.5% p.a.) = RM200,000 x ((1% + 1.5%) / 366) = <b>RM13.66</b>  <u>New Balance:</u> = <b>RM200,013.66</b>  <i>*2024 is a leap year with 366 days</i>	Base Interest: 1% p.a. Bonus Interest: 1.5% p.a. Number of days in year: 365  <u>Total interest received:</u> = Total Balance x (Base Interest @1.0% p.a. + Bonus Interest @1.5% p.a.) = RM300,000 x ((1% + 1.5%) / 365) = <b>RM20.55</b>  <u>New Balance:</u> = <b>RM300,020.55</b>

4.5 If GXBank subsequently finds that an Eligible Business is not eligible for the Campaign Reward(s) or if there was an error in the crediting or awarding of the Campaign Reward(s), GXBank reserves the right to refuse to credit, or to amend, correct, adjust, or reclaim/clawback the Campaign Reward(s). This may include debiting the equivalent amount from the Eligible Business' GX Biz Account. If the balance in the Eligible Business' GX Biz Account is insufficient to cover the amount of the Campaign Reward(s), the Eligible Business must immediately reimburse GXBank for that amount upon demand.

4.6 GXBank reserves the right to (a) disqualify an Eligible Business from participating in the Campaign, (b) refuse to credit or cancel the crediting of the Campaign Reward(s), or deduct/debit an amount equivalent to the Campaign Reward(s) from the Eligible Business' GX Biz Account, and/or (c) take any other necessary actions, including legal action, against an Eligible Business if:

4.6.1 GXBank determines that the Eligible Business has not complied with these Terms and Conditions or GXBank's Terms and Conditions Governing Business Banking Products and Services;

4.6.2 the Eligible Business is found or suspected of tampering with the Campaign or its processes, including any fraudulent activity involving deceit or cheating;

4.6.3 there is irregular or improper operation, use, or inactivity/dormancy of the Eligible Business' GX Biz Account;

- 4.6.4 the Eligible Business engages in fraudulent or dishonest actions, or conducts themselves in bad faith to gain an unfair advantage over GXBank, its partners, or service providers; and/or
- 4.6.5 any event occurs that gives GXBank the right to suspend or terminate any or all of its products or services, as outlined in GXBank's Terms and Conditions Governing Business Banking Products and Services.

## 5. Confidentiality

- 5.1 For the purposes of the Programme, "**Confidential Information**" refers to any and all information (whether shared orally, visually, in writing, or otherwise, even if not explicitly marked as confidential) that you receive from GXBank or any of its affiliates, or which you become aware of during your invitation to participate or while participating in the Programme, in connection with the Campaign and/or GXBank business banking. This includes, but is not limited to, the existence of the Programme, associated documentation, contract terms, features, processes, rewards, requests, data, visuals, webpages, applications, notes, and any other related information. Confidential Information does not include information: (a) that is in the public domain without breaching these Terms and Conditions or any other agreement with GXBank; or (b) expressly indicated by GXBank as non-confidential.
- 5.2 You acknowledge and agree to:
  - (a) keep all Confidential Information strictly confidential and not disclose it to any person (including posting on social media platforms or similar platforms) unless permitted under these Terms and Conditions;
  - (b) not to use the Confidential Information for any purpose other than the purpose of participating in the Programme;
  - (c) not make any record, copy, reverse engineer, reverse compile, or attempt to derive the composition of any Confidential Information;
  - (d) be responsible to GXBank for any breach of this confidentiality undertaking, whether by you or any third party (whether by act or omission) to whom you have disclosed, directly or indirectly, any Confidential Information;
  - (e) that a breach by you of this confidentiality undertaking may cause immediate and irreparable harm to GXBank, for which there may be no adequate legal remedy. GXBank will be entitled to seek equitable relief to enforce its rights or to compel you to cease unauthorized use and/or disclosure of Confidential Information, without prejudice to any other rights or remedies it may have; and
  - (f) promptly notify GXBank if you become aware of any breach of this undertaking and/or these Terms and Conditions.

5.3 Notwithstanding any other provision to the contrary, your obligations under this Clause 5 begin on the date the Confidential Information is disclosed to you and will continue until one (1) year after the end of the Campaign Period. However, GXBank reserves the right to extend the confidentiality period for any Confidential Information (in whole or in part) even after the public launch of the GX Biz Account and GX Biz FlexiLoan. You agree to comply with any such extended confidentiality period that may apply to the Confidential Information (in whole or in part).

## **6. Acknowledgement of GXBank Business Banking in Early Access**

6.1 You acknowledge that:

- (a) The GX Biz Account and GX Biz FlexiLoan are in an early access beta phase and have not been commercially released or made available to the public by GXBank;
- (b) The GX Biz Account and GX Biz FlexiLoan may not operate properly, be in their final form, or be fully functional;
- (c) The GX Biz Account and GX Biz FlexiLoan, or any of their features or functions, may contain bugs, errors, design flaws, or other issues;
- (d) The information or services provided or obtained through the GX Biz Account and GX Biz FlexiLoan may not be accurate and may not correspond to information extracted from other sources;
- (e) The GX Biz Account and GX Biz FlexiLoan may fail to deliver the product or service as set out in these Terms and Conditions and/or GXBank's Terms and Conditions Governing Business Banking Products and Services; and
- (f) Use of the GX Biz Account and GX Biz FlexiLoan may result in unexpected or unpredictable results, delays, damage, or loss, including but not limited to impact on your GX Biz Account, GX Biz FlexiLoan, GX Savings Account, or any other GXBank products or services.

6.2 GXBank reserves the right to terminate the GX Biz Account and GX Biz FlexiLoan, either in whole or in part, at any time without prior notice, without providing reasons, and without liability to you. This may include the early closure or termination of any part of the GX Biz Account or GX Biz FlexiLoan that you maintain, or changing the terms under which GXBank provides the GX Biz Account and GX Biz FlexiLoan.

6.3 You agree to provide reasonable feedback to GXBank regarding the GX Biz Account and GX Biz FlexiLoan, including any feedback related to features or functionality, upon request by any authorized person from GXBank.

6.4 You agree that you may be required to take certain actions or refrain from taking certain actions with respect to your participation in the Campaign in order to test the functionality of the GX Biz Account and GX Biz FlexiLoan, which may prevent you from using or operating certain features of these services.

- 6.5 You acknowledge and agree that the GX Biz Account and GX Biz FlexiLoan (both collectively and individually) are provided “as-is,” with no guarantees regarding performance, functionality, availability, or use. GXBank shall not be liable for any harm, damage, liabilities, claims, or losses arising directly or indirectly from your use of the GX Biz Account and GX Biz FlexiLoan (or any part or feature thereof) or your participation in the Campaign.
- 6.6 These Terms and Conditions will terminate on the later of: (a) the expiry of the Campaign Period, or (b) the public launch of the GX Biz Account and GX Biz FlexiLoan features to customers, unless GXBank notifies you of a different termination date at its discretion. Despite the expiration of the Campaign Period, these Terms and Conditions will continue to apply to your GX Biz Account and GX Biz FlexiLoan until the public launch, at which point the public version of the GX Biz Account and GX Biz FlexiLoan Terms (as found in the GXBank app or on GXBank’s website) will apply.
- 6.7 GXBank may add to, amend, modify or vary any of these Terms and Conditions at any time. Notwithstanding Clause 6.6 above, you acknowledge and agree that GXBank reserves the right to amend these Terms and Condition such that the Terms and Condition shall continue to apply to any loan drawn under your GX Biz FlexiLoan account during the Campaign Period and/or any transaction or action or omission made by you with respect to your GX Biz FlexiLoan during the Campaign Period, notwithstanding that the Campaign Period has terminated or expired.

## **7. General Terms and Conditions**

- 7.1 By participating in the Campaign, you consent to the collection, processing, and use of your personal data by GXBank in accordance with GXBank’s [Data Privacy Policy](#). Additionally, you agree to the use of your personal data by GXBank for:
- (a) purposes related to the Campaign; and
  - (b) marketing and promotional activities conducted by GXBank, which may include various forms of advertising and publicity through media such as newspapers, television, radio, and online platforms. This may involve the use of details from your entries, interview materials, responses, and related photographs. You also agree to cooperate and participate in all advertising and publicity activities related to the Campaign.
- 7.2 Unless specifically stated in these Terms and Conditions, the Campaign cannot be combined with any other GXBank promotions, and no additional rewards will be offered.
- 7.3 The transaction records maintained by GXBank and its decisions regarding the Campaign are final and binding. GXBank is not obligated to provide reasons or engage in correspondence regarding any matters related to the Campaign.
- 7.4 To the fullest extent permitted by law, and unless due to GXBank’s gross negligence or willful misconduct, GXBank expressly excludes and disclaims any representations or warranties (whether express or implied, written or oral) regarding the Campaign. This includes, but is not limited to, warranties of quality, fitness for a particular purpose, and those mentioned in mass media, marketing, or advertising materials.
- 7.5 By participating in the Campaign, you agree that GXBank shall not be liable or responsible if it is unable to fulfill any of its obligations, in whole or in part, due to circumstances beyond its control. This includes failures of mechanical or electronic devices, data processing systems,

transmission lines, electrical issues, industrial disputes, war, strikes, riots, pandemics, acts of God, or any other force majeure events.

- 7.6 GXBank, its officers, employees, representatives, and agents (including any third-party service providers engaged for the Campaign), shall not be responsible for or accept any liability of any kind arising from the Campaign, whether directly or indirectly suffered by you or any third parties, except in cases of GXBank's gross negligence or willful misconduct specifically related to the Campaign.
- 7.7 GXBank shall not be responsible or liable for any technical failures, interruptions, or errors (whether electronic or human) in the administration or processing of transactions performed via the GXBank mobile application ("**GX App**").
- 7.8 GXBank shall not be liable for any misinterpretation or misrepresentation of facts regarding the Campaign by unauthorized third parties in any media, marketing, or advertising material.
- 7.9 In the event of any inconsistencies between these Terms and Conditions and any advertising, promotional, publicity, or other materials related to the Campaign or GXBank's Terms and Conditions Governing Business Banking Products and Services, these Terms and Conditions shall prevail.
- 7.10 GXBank reserves the right to cancel, withdraw, suspend, extend, or terminate the Campaign, in whole or in part, at any time before the end of the Campaign Period. Prior notice will be given by posting on GXBank's website at <https://gxbank.my/business/notices>, through the GX App, or by any other method determined by GXBank. Any cancellation, withdrawal, suspension, extension, or termination of the Campaign by GXBank will not entitle you to any claims or compensation for losses or damages incurred as a direct or indirect result of these actions.
- 7.11 GXBank reserves the right to add, delete, suspend, or modify these Terms and Conditions, in whole or in part, at any time. Prior notice will be provided to you by posting on GXBank's website at <https://gxbank.my/business/notices>, through the GX App, or by any other method determined by GXBank.
- 7.12 You agree to regularly check GXBank's website for updates on the Campaign and these Terms and Conditions, including any notices from GXBank related to the Campaign. If you have any questions or need clarification about the Campaign or these Terms and Conditions, please contact GXBank's authorized representatives.
- 7.13 These Terms and Conditions are governed by and construed in accordance with the laws of Malaysia, and you agree to submit to the exclusive jurisdiction of the Malaysian courts.
- 7.14 In the event of any inconsistencies between the English version of these Terms and Conditions and versions in other languages (including Bahasa Malaysia), the English version shall prevail.
- 7.15 For inquiries or feedback regarding the Campaign, please contact us via the chat function in the GX App, call our Customer Support team at +603 7498 3188, or email us at [ask@gxbank.my](mailto:ask@gxbank.my).