

Terms and Conditions Governing Retail Banking Products and Services

Effective Date: 1 September 2025

These terms and conditions which consist of the General Terms (as provided in Section A), GX Account Specific Terms (as provided in Section B) and Debit Card Specific Terms (as provided in Section C), (collectively referred to as the “**Terms**”), as may be amended from time to time, sets out the terms and conditions that govern the relationship between GX Bank Berhad (“**Bank**”, “**us**”, “**we**” or “**our**”) and the customer (“**you**” or “**your**”) and the services and products that we provide to you under these Terms. The Bank agrees to provide you with the services or products that you have applied for, and for which we have approved your application.

Section A (General Terms and Conditions) sets out the terms and conditions (“**General Terms**”) that apply generally to the services and products that the Bank provides to you under these Terms.

Section B (GX Account Specific Terms) sets out the Specific Terms on which the Bank provides you with a savings account (“**GX Account**”).

Section C (Debit Card Specific Terms) sets out the Specific Terms on which the Bank provides you with a debit card, which links to a GX Account.

Section D (FlexiCredit Line Specific Terms) sets out the Specific Terms on which the Bank provides you with the FlexiCredit Line (“**FlexiCredit Terms**”).

The specific terms and conditions (each referred to as “**Specific Terms**”, and collectively referred to as the “**Specific Terms**”) will apply to the provision of specific services and products by the Bank to you. When the Bank introduces or agrees to provide you with new services or products, the Bank will inform you of the relevant Specific Terms that apply to the provision of such new services or products, and you agree that the relevant Specific Terms will apply to the provision of the relevant new service or product by the Bank. The Specific Terms are part of these Terms. If there is any inconsistency between the General Terms and the Specific Terms, the relevant Specific Terms will prevail to the extent of such inconsistency.

A. General Terms and Conditions

1. Account Opening Requirements

1.1. To open any account with the Bank or use any service or product of the Bank, you:

- (a) must meet such requirements that the Bank may specify from time to time, generally or in relation to any specific service or product;
- (b) agree that the Bank may perform a name enquiry of your DuitNow ID National Addressing Database for the purpose of verifying/ identifying your name to your registered DuitNow ID as part of facilitating the account opening process;
- (c) agree to provide the Bank with any information or document that the Bank asks from you in such form and manner required by the Bank from time to time; and
- (d) acknowledge that we are required to carry out due diligence reviews on our customers. You agree to sign such declarations, do such acts and/ or provide such documents requested by us for this purpose within the required time period, and that not doing so may result in us not onboarding you as a customer. You agree that we are authorised to verify and/ or make any checks (including but not limited to the relevant credit, anti-money laundering, fraud checks and/ or obtain any information and/ or confirmation at any time during account opening and/or in the future including but not limited to checks and information from CTOS Data Systems Sdn. Bhd., FIS Data

Reference Sdn Bhd, Central Credit Reference Information System, Credit Bureau Malaysia Sdn Bhd and all other credit reference agencies not mentioned herein, the Inland Revenue Board of Malaysia or any Authorities and/ or from any financial institution by whatever means as we consider appropriate and to provide to the aforesaid party(s) with the required information requested to enable the Bank to ascertain your status for the consideration for account opening and thereafter for the purposes of grant and/ or continued maintenance of the account; and/ or recovery of debts owing under the account; and/ or any purpose related to or in connection with your account; and/ or for any other purpose that is required or permitted by any law, regulations, guidelines and/ or relevant regulatory Authorities.

2. Instructions

- 2.1. Instructions to the Bank must be given in writing (through any means specified and accepted by the Bank, including electronic means), or any other means permitted by the Bank. Any such instructions are only effective upon receipt by the Bank and supported by any documentation that the Bank may require.
- 2.2. The Bank will not act on any instruction other than an instruction from you. The Bank is entitled to act and rely on any instruction that it reasonably believes to come from you. You acknowledge that the Bank may implement whatever security procedures we deem appropriate and/ or necessary from time to time to verify your identity and that a transaction has been authorised by you. The Bank may request you to provide additional confirmation manually or electronically for verification before acting on any instruction. If we request for information, evidence of your identity or authentication before acting on any instruction, you shall promptly provide such information, evidence or authentication. Notwithstanding this, we may act and rely on any instruction without requesting for evidence of your identity or authentication.
- 2.3. Where any instruction is given through any means that require you to use a passcode or PIN to access an application or other system before giving such instruction or to provide an authentication code, you agree that the use of such passcode, PIN or authentication code is evidence that the instruction comes from you and is authorised by you. You must safeguard the confidentiality of your passcodes, PINs and authentication codes. You must not disclose any passcode, PIN or authentication code to any person or keep a record of your passcode, PIN or authentication code in any manner that enables another person to misuse your passcode, PIN or authentication code. If you know or suspect that your passcode, PIN or authentication code has been compromised, you must immediately change your password, PIN or authentication code and notify the Bank.
- 2.4. The Bank is not responsible or liable for any Loss that you may incur as a result of us acting on any instruction that was not authorised by you or did not come from you, unless such Loss is caused by our gross negligence, wilful misconduct or fraud.
- 2.5. You are responsible for ensuring that your instructions are given on time, and are accurate, clear and complete. The Bank may request confirmation, clarification or further information from you before acting on any instruction. We will not be responsible or liable for any Loss you may incur as a result of your instructions being late, inaccurate, unclear, inadequate or incomplete, unless such Loss is caused by our gross negligence, wilful misconduct or fraud.
- 2.6. The Bank shall have the right, but is not obliged, to not act on any instruction, or to carry out checks before acting on any instruction, if:
 - (a) we reasonably believe the instruction to be not authorised or to have not come from you or there is a potential unauthorised access;
 - (b) the instruction is unclear or incomplete, or we receive conflicting instructions;
 - (c) you do not provide any information, document, authentication or confirmation requested by us;
 - (d) we believe that you lack the mental capacity to give us instructions or operate your account;

- (e) there are insufficient funds in your account, or if any instruction may result in your account being overdrawn or having a negative balance;
- (f) doing so may result in a breach of any Applicable Law (including any Applicable Law relating to anti-money laundering, countering the financing of terrorism or sanctions), or if we are prohibited by any Applicable Law or any court order from doing so;
- (g) any event or circumstance that is not reasonably within our control prevents us from doing so; or
- (h) there is any other reasonable ground for us to do so, including any ground on which we have a right to freeze or suspend your account under Clause 10 (Rights of the Bank) or if any Event of Default has occurred.

The Bank will not be responsible or liable for any Loss that you may incur as a result, including from any delay in carrying out your instructions, unless such Loss is caused by our gross negligence, wilful misconduct or fraud.

- 2.7. All instructions given by you are irrevocable and binding on you. Instructions once given cannot be cancelled or reversed, unless the Bank agrees otherwise.
- 2.8. All instructions the Bank receives shall remain effective for the protection of the Bank in respect of payments made/ instructions implemented in good faith notwithstanding the death, bankruptcy, the revocation of any instructions by any means by you until written notice with documents evidencing the death, bankruptcy, or such revocation is received by the Bank.
- 2.9. You acknowledge that information relayed through third party electronic communication systems such as the internet and cellular network may be accessed by unauthorised third parties when in transit. The Bank will not be responsible for any malicious actions, misdirected data or information or disclosure which occurs due to the use of the third-party electronic communication channel.

3. Statements and Notifications

- 3.1. The Bank will periodically make available to you, statements of account setting out particulars of your accounts and transactions on the Bank's mobile application. Such frequency of the account statement will be made known to you. The Bank may also send you notifications of transactions for your account, regardless of the value of the transaction.
- 3.2. You are responsible for checking your statements of account and notifications of transactions for errors or unauthorised transactions, and to verify the accuracy and completeness of the details in your statements of account. You hereby undertake to check any statement of account or notification immediately once you receive it.
- 3.3. We will be entitled to treat the details set out in the statement of account as correct, accurate, conclusive and binding on you if (a) we do not receive any notification from you of any errors or unauthorised transactions, or (b) you do not otherwise object to any details set out in your statement of account, within fourteen (14) days from the day such statement of account is made available to you.
- 3.4. Subject to Clause 3.3 above, all statements of account and records of transactions as held by the Bank in its records shall be final, conclusive and binding on you.
- 3.5. The Bank reserves the right to adjust, reverse, cancel any transaction or entry in statements of account or records at any such time if the Bank is of the view that it needs to correct any error or omission, is required to return funds wrongfully credited into the account or has not received cleared or unconditional funds in full or in time. Any so rectified shall be binding on you.

4. Fees and Charges

- 4.1. The Bank may impose fees and charges for the provision of our services and products, and has the right to change the amount of such fees and charges at any time and from time to time with twenty-one (21) calendar days' prior notice before the effective date of change. Notification will be given in writing or electronically or via notices displayed on the Bank's website and/or the Bank's mobile application.
- 4.2. The Bank's fees and charges will be set out in a fee schedule notified to you from time to time on the Bank's website and/ or the Bank's mobile application. The fee schedule will form part of these Terms. If there is any inconsistency between these General Terms and the fee schedule, the fee schedule will prevail to the extent of such inconsistency.
- 4.3. In addition, you agree to pay the Bank for any expenses, taxes or other charges that the Bank may incur in providing you with any product or service. Where possible, the Bank will notify you in advance of any such expenses, taxes or charges.
- 4.4. You will pay the Bank such fees, charges and expenses promptly.
- 4.5. The Bank has the right to deduct such fees, charges and expenses from your account, or through any other means at our discretion.

5. Disclosure of Customer Information

- 5.1. Save for marketing and/ or cross-selling purposes, in which the rules and/ or regulations on mandatory "opt-in" requirements will be complied with, you hereby agree and consent to the Bank disclosing the Customer Information to the following parties or for the following purposes:
 - (a) your legal representative or your family member or beneficiaries upon your death or mental incapacity;
 - (b) any Related Entity of the Bank;
 - (c) in relation to the conduct of centralised functions, which include audit, risk, management, finance or information technology or any other centralised function within the Bank's group of companies;
 - (d) in relation to a due diligence of a corporate exercise approved by the board of directors of the Bank in connection with merger and acquisition, capital raising exercise or sale of assets or whole or part of business;
 - (e) if necessary for the Bank to carry out and complete a transaction or any other instruction or mandate given by you;
 - (f) our agents, advisers (whether professional or otherwise), auditors, legal counsel, service providers, contractors and sub-contractors (including cloud storage providers, service providers who carry out background, anti-money laundering and other checks, marketing service providers, data analytics providers, research partners and debt collectors), whether in or outside Malaysia;
 - (g) any other bank, correspondent bank, broker, insurer, provider of credit protection, fund manager, financial institution, card association, financial market infrastructure or any other third party for the purposes of and in connection with the provision of services or products to you;
 - (h) any payment system operator, payment institution or any other party for the purposes of and in connection with a funds transfer or payment transaction (including the other parties to a funds transfer or payment transaction, payment processors, payment intermediaries, payment

networks, card associations, banks and other financial institutions) and their respective service providers, contractors and agents;

- (i) Authorities in or outside Malaysia for the purpose of complying with legal, regulatory, compliance and risk management requirements including for compliance with US' Foreign Account Tax Compliance Act ("**FATCA**") and Organisation for Economic Cooperation and Development's Common Reporting Standards ("**CRS**");
- (j) credit bureaus, alternative credit scoring agencies and any other credit reporting organisations;
- (k) any government authority, regulator, statutory bodies, enforcement agency, tax authority, court, tribunal or judicial body;
- (l) Authorities in or outside Malaysia, for the purposes of their investigation into any crimes (including any financial crime) whether by you or otherwise, or if the Bank is of the view that a crime has been committed/ the same may assist the Bank to prevent/ recover any losses incurred by the Bank/ for prevention of crime;
- (m) any person to whom the Bank is required to disclose under Applicable Law;
- (n) any person for the purposes of, or in connection with, any legal action contemplated or taken against you or in connection with the provisions of services or products to you;
- (o) an association/ organisation in which the Bank is a member/ associate member/ affiliate member;
- (p) any person to whom we assign or transfer (or may potentially assign or transfer) any of our rights or obligations under these Terms;
- (q) any person with which the Bank is entering (or is proposing to enter) into a transaction for the sale or transfer of any part of its business or assets, or any merger, acquisition or other corporate transaction, and any legal or professional advisers and consultants appointed by any party or potential party to any such transaction;
- (r) any third parties, as implied or as required under any applicable laws; or
- (s) any person referred to in the Data Privacy Policy.

5.2. You further acknowledge that pursuant to Section 134 of the Financial Services Act 2013, the Bank is permitted to disclose your information to third parties as approved by BNM to facilitate and/ or enable the Bank and/or the related and associate companies of the Bank to perform our and/ or their functions.

5.3. You hereby consent to such disclosure and confirm that the Bank, our officers and employees shall be under no liability for furnishing such information or for the consequences of any reliance which may be placed on the information furnished in accordance with these Terms.

5.4 This Clause 5 (Disclosure of Customer Information) shall survive the termination of these Terms.

6. Personal Data

6.1. You hereby acknowledge, agree and consent to the Bank collecting, using, processing and disclosing the Personal Data provided by you in accordance with the Data Privacy Policy (as may be amended from time to time), which is incorporated by reference to this Clause 6 (Personal Data), and sets out:

- (a) what Personal Data we collect;
- (b) how Personal Data is collected;

- (c) what we use Personal Data for;
- (d) who we disclose Personal Data to;
- (e) overseas transfers of Personal Data;
- (f) use of cookies and related technologies;
- (g) protection of Personal Data;
- (h) retention of Personal Data;
- (i) your rights with respect to your Personal Data;
- (j) amendments and updates; and
- (k) how to contact us if you have any queries about the Data Privacy Policy or would like to exercise your rights as set out in the Data Privacy Policy.

6.2. Any consent you give pursuant to these Terms in relation to your Personal Data shall survive your death, incapacity, bankruptcy or insolvency, as the case may be, and the termination of these Terms.

7. Your Obligations

7.1. You represent and warrant that the following are true and accurate at the time you first open any account with the Bank or use any service or product provided by the Bank, and on a continuing basis:

- (a) you have full power, authority and capacity to enter into these Terms, to enter into any transactions with or through the Bank, and to perform and comply with all your obligations under these Terms;
- (b) you have obtained all necessary authorisations and taken all other actions necessary for you to enter into these Terms and to be able to perform and comply with all your obligations under these Terms;
- (c) your obligations under these Terms are valid and legally binding, and these Terms are enforceable against you;
- (d) any information or documents that you provide to us are true, accurate, complete and not misleading, and you authorise the Bank to verify the same with any party and using any source as the Bank deems appropriate;
- (e) you have read and understood the Data Privacy Policy;
- (f) you consent to, and have obtained all necessary consents for, the collection, use, processing and disclosure of all Personal Data that you or your representatives provide to us as set out in the Data Privacy Policy;
- (g) you are not and will not be in breach of any Applicable Law or any contract, agreement or other document by entering into these Terms or obtaining any services or products from us;
- (h) you are not and have not been involved in any unlawful activity, and you have not committed or been convicted of any tax, money laundering, terrorism financing, bribery, corruption or other criminal conduct, and you are not involved in any sanctioned activities or are not the subject of any sanctions;

- (i) you acknowledge that the Bank practises a zero-tolerance position towards any form of bribery and corruption;
- (j) you are a citizen of Malaysia with a valid MyKad and reside in Malaysia. You are not a citizen or resident of any jurisdiction where we are not permitted to provide you with services or products. Should there be any change to your citizenship and/ or country of residence after your account is opened, our continued provision of service to you shall be subject to your compliance with Clause 7.2(a). You further agree that the operation of your account will be subject to the requirements imposed by the Financial Services Act 2013, the Foreign Exchange Policy Notices and all other Applicable Laws;
- (k) you are acting as a principal for your own benefit, and you are not acting on behalf of any other person, whether as trustee, agent, nominee or otherwise;
- (l) you have not committed any act of bankruptcy or been adjudged a bankrupt, and no similar proceedings have been instituted against you in Malaysia or elsewhere; and
- (m) there is no Event of Default occurring.

7.2. You agree and undertake that you will:

- (a) immediately inform us of any changes to your personal particulars, including any change in citizenship, tax residency, address(es), contact details or any other information or documents that you provided to us, to promptly respond to any request for your personal particulars and to furnish us with a new and valid FATCA and/ or CRS self-certification within thirty (30) days if there are any changes to your personal particulars which render the existing self-certification invalid;
- (b) immediately inform us if any of the representations and warranties set out in Clause 7.1 are no longer true or accurate;
- (c) comply with all Applicable Laws, including FATCA, CRS, tax laws and laws relating to anti bribery and corruption, anti-money laundering, countering the financing of terrorism and sanctions;
- (d) not use the services and products of the Bank or allow any third party to do so for any unlawful purpose, or that may involve a breach of any Applicable Law (including any Applicable Law relating to anti-money laundering, countering the financing of terrorism or sanctions);
- (e) check your statements and transaction notifications and alerts immediately once you receive them, and notify us immediately of any errors or unauthorised transactions. You agree to provide us with any information that we reasonably request to facilitate our investigations into the transactions, and to make a police report if we reasonably request such a report to be made to facilitate the claims investigation process. If there is any delay in your informing us of the error or unauthorised transaction, you must explain to us the reasons for such delay; and
- (f) not share your password, PIN or other security code with any other person, and immediately inform us if you suspect that your password, PIN or other security code has been compromised. You agree to safeguard the confidentiality of your password, PIN and other security codes and not to keep a record of your password, PIN or other security codes in any manner that enables another person to misuse your password, PIN or other security codes.

7.3. The Bank will not request for your personal particulars, password, PIN or other security code through SMS or e-mail. You are responsible for safeguarding the confidentiality of your personal particulars, password, PIN and other security code. You must verify and agree to exercise caution with any hyperlink in any SMS or e-mail claimed to be sent by the Bank.

8. Conflicts of Interests

- 8.1. The services and products provided by the Bank are non-exclusive, and you agree and consent to the Bank providing the same services and products to other customers of the Bank.
- 8.2. You agree that (a) the Bank may introduce you to Grab and our other business partners, who may recommend their services and products to you and otherwise collect, use, process and disclose your Personal Data as set out in the Data Privacy Policy, or (b) you may have been introduced to us by Grab or our other business partners. You agree that we may receive or pay a referral fee or commission from or to such business partners for such introduction.

9. Service Providers and Agents

- 9.1. You agree that the Bank may engage third party service providers, contractors or agents for the purposes of, and in connection with, the provision of services and products to you.

10. Rights of the Bank

- 10.1. The Bank shall have the right to decide whether to approve your application to obtain any services or products from the Bank, and whether to provide you (or continue to provide you) with any service or product. In addition, the Bank shall have the right to withdraw the provision of, or change the manner in which we provide you with, any service or product at any time in our discretion.
- 10.2. The Bank shall have the right to record any of our telephone conversations or video conferences with you. You agree that we shall have the right to use the recordings in the event of any dispute. You further agree that such recordings or their transcripts may be used as conclusive evidence of the instructions and conversations. We are not obliged to provide you with a copy of any such recordings.
- 10.3. The Bank will retain records of the Customer Information to comply with Applicable Laws and for business and operational purposes. Our records shall be conclusive evidence of the contents set out in the records, including details of your accounts and transactions. We may destroy or cease to maintain any records where we are no longer required to do so under Applicable Laws, and you agree that we are not obliged to retain any records after the record retention period under Applicable Laws has ended.
- 10.4. The Bank shall have the right to take any steps reasonably necessary to comply with any Applicable Law or court order. The Bank shall have the right not to do anything under these Terms or in connection with the provision of services or products to you, if doing so shall result in a breach of Applicable Laws or any court order. The Bank shall not be responsible or liable for any Loss that you may incur as a result of any such actions of the Bank.
- 10.5. The Bank shall have the right to freeze, suspend, block, close or terminate any or all of your accounts maintained with us or any provision of services or products to you, with or without any prior notice, if:
 - (a) you have a zero or negative balance in your account;
 - (b) you do not provide any information or documents requested by us, or you refuse, fail and/ or neglect to update your records with us or comply with FATCA and/ or CRS requirements and/ or provide false, incorrect, inaccurate or out-dated information;
 - (c) any representation or warranty in Clause 7.1 is not true or accurate or is no longer true or accurate;
 - (d) we reasonably suspect that you or a third party is misusing or conducting any unlawful or fraudulent activities through your account, including any breach of Applicable Law (including any

Applicable Law relating to anti-money laundering, countering the financing of terrorism or sanctions);

- (e) we are required to do so by any government authority, regulator, enforcement agency, tax authority or any other authority;
- (f) we are required to do so under a garnishee order, Mareva injunction, or other similar court order, or any order of any court, tribunal or judicial body;
- (g) you suffer an insolvency matter;
- (h) a police report is lodged against you or on your account by any person including the Bank;
- (i) an investigation is being conducted by the Authorities or by the Bank against you or your account;
- (j) you die;
- (k) you become mentally unsound;
- (l) you abuse the Bank's electronic banking services or our IT system;
- (m) any Event of Default has occurred; or
- (n) there is any other reasonable ground for doing so.

10.6. The Bank will not be liable for any claim, loss, damages, penalty, charges, cost and expense suffered or incurred by you as a result of your account being frozen, suspended, blocked, closed or terminated.

10.7. The Bank shall have the right to reverse or cancel any transaction and make any corresponding debits from or adjustments to your account, without prior notice to you or without your prior consent:

- (a) to correct any mistake or error, including where we have made a mistake or error in crediting your account;
- (b) where we are required to do so under any Applicable Law; or
- (c) if we have any other reasonable ground for doing so.

10.8. Certain of our services or products may be temporarily unavailable for certain periods of time to facilitate maintenance of our systems. Where possible, the Bank will notify you in advance of any such periods of temporary unavailability.

10.9. You agree that in the event of your demise, such payment by the Bank to your next of kin shall constitute the complete discharge of the Bank's liability herein and the same shall be binding on your heirs, legal/ personal representatives, assigns, successors in title and deceased estate.

10.10. This Clause 10 (Rights of the Bank) shall survive the termination of these Terms.

11. Payments

11.1. Any payment you make to the Bank shall be made in freely available funds, without any set-off or counterclaim, or any withholding or deduction of any taxes, charges or other duties.

11.2. If any withholding or deduction is required to be made under any Applicable Law, you agree to pay us an amount equal to the amount withheld or deducted such that the Bank receives a net amount equal to the amount which we would have received if no such withholding or deduction had been made.

- 11.3. The service fees, commissions and other miscellaneous charges required to be paid by you to the Bank are exclusive of any tax, which if payable, shall be paid by you without any set-off, restriction or condition. If any taxes, charges or other duties are payable on any payment that you make to the Bank, you shall pay us an additional amount equal to the amount of such taxes, charges or other duties. If the Bank is required by law to deduct or withhold any amount in respect of any tax payable by you, the Bank shall be entitled to deduct or withhold the relevant amount from your account or any amounts due to you, as applicable.
- 11.4. If you do not make any payment to the Bank on time, the Bank shall have the right to charge you default interest on the overdue amounts that are outstanding at a rate determined by the Bank and notified to you.
- 11.5. This Clause 11 (Payments) shall survive the termination of these Terms.

12. Foreign Currencies

- 12.1. If the Bank receives any payment from you or on your behalf, executes any transaction for you or on your behalf, or you owe any amount to us, in a currency other than Ringgit Malaysia, we may convert the amount denominated in the foreign currency into Ringgit Malaysia at the prevailing exchange rate as determined by us. If we incur any costs or expenses in making such currency conversion, you agree to pay us for such costs or expenses.

13. Right of Set-Off and Lien

- 13.1. The Bank shall have the right to retain and not repay you any amount which it holds for you in any account, or to withhold any payments due to you, if there is any outstanding amount you owe to the Bank, if you have any other outstanding liabilities to the Bank, or if the Bank has placed a hold or set aside any amount in any of your accounts for any reason.
- 13.2. All your funds in your accounts with the Bank are subject to a banker's lien in our favour. We may apply the lien as security for any amount you owe to the Bank or any other outstanding liabilities you owe to the Bank at our reasonable discretion.
- 13.3. Without limiting our rights under the banker's lien above or any other rights we may have under these Terms or otherwise, the Bank may, with seven (7) calendar days prior notice, combine or consolidate all your accounts held with us and/or set-off any balance in your accounts with the Bank and any amount that we owe to you, against any amount that you owe to us.
- 13.4. The Bank may exercise our rights under this Clause 13 (Right of Set-Off and Lien) at any time, regardless of whether an Event of Default has occurred and whether your account has been closed or whether these Terms have been terminated.
- 13.5. You must not create any security interest or any other encumbrance over your accounts with the Bank without our prior written consent.
- 13.6. This Clause 13 (Right of Set-Off and Lien) shall survive the termination of these Terms. The Bank's rights under this Clause shall not be affected by the bankruptcy, insanity or death of the account holder.

14. No Tax, Legal or Other Advice

- 14.1 The Bank does not provide any advice on tax, accounting, insurance, legal, regulatory or environmental matters. If you need such advice, you should seek advice from your own independent advisers.
- 14.2 The Bank does not act as your agent, trustee or fiduciary in providing services or products to you.

15. Liabilities

15.1. The Bank shall not be liable for any Loss that you may incur in connection with or arising from our provision of services or products to you, unless such Loss is caused by our gross negligence, wilful misconduct or fraud. Without limiting the generality of the above, and without prejudice to any other provision of these Terms, the Bank shall not be liable for any Loss that you may incur:

- (a) arising from us acting on any instruction that we reasonably believe to have been authorised by, or to have come from, you;
- (b) any delay in carrying out your instructions, unless such delay is due to our gross negligence, wilful misconduct or fraud;
- (c) as a result of the Bank taking any steps reasonably necessary to comply with any Applicable Law or court order or taking any other action in accordance with our rights under these Terms;
- (d) where the provision of services or products to you is affected by any event or circumstance that is not reasonably within our control, regardless of the duration of such event or circumstance;
- (e) where there is any unauthorised use or access of your smartphone or other device used to access the services or products provided by the Bank, or your smartphone or other device is lost, misplaced or stolen; or
- (f) where your password, PIN or other security code is compromised or misused by another person.

In any event, we shall not be liable for any Loss that is an indirect or consequential loss, or any lost profits, earnings, business, goodwill or opportunity, even if such Loss is foreseeable.

15.2. We are not responsible or liable for the acts of any third party, including the acts of any third party involved in the provision of services or products to you, or the acts of any third party service providers, contractors or agents engaged by the Bank and their sub-contractors or the insolvency or bankruptcy of any such third party, and we will not be liable for any Loss that you may incur as a result of the acts of any such third party, unless such Loss is caused by our gross negligence, wilful misconduct or fraud. These Terms contain requirements of you with regard to the security of your account. Where you fail to comply with any express term/ requirement/ instruction in these Terms, the Bank will be discharged from all liabilities in relation to the same.

15.3. We are not responsible for any decision you make to obtain our services and products or to enter into these Terms, and any such decision is your own decision based on your independent judgment. If you need any advice, you should seek advice from your own independent advisers.

15.4. We are not responsible or liable for any acts or representations of our employees or agents that are made without our authority.

15.5. Regardless of anything contrary to these Terms and to the extent permitted by law, the Bank's total liability to you for any claim (however arising) shall only be limited to the amount of the transaction involved which give rise to the claim or the actual direct loss suffered by you, whichever is the lower. The claim must be supported by documentary evidence satisfactory to the Bank.

15.6. The Bank shall not be responsible for any loss, damage, injury, inconvenience or embarrassment suffered by you by reason of delay in performance or non-performance of the Bank's obligation due to any cause beyond the Bank's reasonable control, including but not limited to computer, electronic, electrical, system failure, malfunction, interruption or break down for any length of time.

15.7. This Clause 15 (Liabilities) shall survive the termination of these Terms.

16. Indemnities

- 16.1. You agree, on a continuing basis, to indemnify the Bank, and pay and reimburse the Bank, for all and any Losses that the Bank may incur in connection with or arising from our provision of services or products to you, except where such Loss is caused by our gross negligence, wilful misconduct or fraud.
- 16.2. This Clause 16 (Indemnities) shall survive the termination of these Terms.

17. Events Outside the Bank's Control

- 17.1. The Bank shall not be responsible or liable for any Loss which you may incur where such Loss arises from any event or circumstance that is not reasonably within our control, regardless of the duration of such event or circumstance. Such events include earthquakes, fires, floods, storms, pandemics, natural disasters or other acts of God, wars, acts of terrorism, military action, riots, civil unrest or other disturbances, strikes, industrial disputes or other industrial actions, imposition of currency exchange controls or restrictions, embargoes, changes to laws and regulations or other governmental action, disruptions, mechanical errors or malfunctions in any machines or systems, sabotage, fluctuations or failures in power supply or telecommunication networks, disruptions or failures to the internet, computer viruses, or the failure of any financial market infrastructure.

18. Account Closure and Termination

- 18.1. You may terminate these Terms or any service or product provided by the Bank and close your account by giving the Bank notice in writing.
- 18.2. The Bank may terminate these Terms or the provision of any service or product to you and close your account by giving you at least fourteen (14) days' notice in writing.
- 18.3. In addition, the Bank shall have the right to terminate these Terms or the provision of any service or product to you and close your account, with immediate effect and without any notice to you if:
- (a) you do not make any payment that is due to us;
 - (b) you breach any of your obligations under these Terms;
 - (c) you do not provide any information or documents requested by us, or you refuse, fail and/ or neglect to update your records with us or comply with FATCA and/ or CRS requirements and/ or provide false, incorrect, inaccurate or out-dated information;
 - (d) any representation or warranty in Clause 7.1 is not true or accurate or is no longer true or accurate;
 - (e) you have insufficient or negative balance in your account;
 - (f) you are, or are likely to become, insolvent or bankrupt, or any insolvency or bankruptcy proceedings are commenced against you;
 - (g) you are, or are likely to be, unable to fulfil any of your financial obligations to any person, including third parties;
 - (h) your assets are subject to enforcement proceedings in any jurisdiction;
 - (i) you are the subject of any civil, criminal or disciplinary proceedings in any jurisdiction;

- (j) your name appears in any alerts or warnings issued by the Authorities or are blacklisted by any Authorities;
- (k) you commit or are convicted of any criminal offence in any jurisdiction, or you are found to be fraudulent or dishonest in any proceedings;
- (l) we reasonably suspect that you are involved in any unlawful activity, including any breach of Applicable Law (including any Applicable Law relating to anti-money laundering, countering the financing of terrorism or sanctions);
- (m) if there are any investigations (in Malaysia or elsewhere) by any Authorities pending, on-going or threatened against you;
- (n) we are of the reasonable opinion that maintaining your account is against our policy;
- (o) you die;
- (p) you become mentally unsound;
- (q) your whereabouts are unknown to us; or
- (r) we are required under Applicable Law or by any court order to do so.

18.4. In exercising the right to suspend and/ or close your account, the Bank may not be at liberty to disclose the reason(s) and shall have no obligation to do so, unless disclosure is required by law.

18.5. Upon the termination of these Terms or the closure of your account with the Bank, any amount that you owe to us shall immediately become due and payable.

18.6. If these Terms are terminated or your account is closed for any reason and you do not transfer all funds out from your account, we may proceed to exercise our rights of set-off and consolidation under Clause 13 (Right of Set-Off and Lien) and pay you the net balance in your account by any means in our discretion, and you agree that this shall be a full discharge of the Bank's liabilities to you in respect of your account and these Terms, and you waive any and all rights or claims you may have against the Bank under these Terms.

18.7. Termination of these Terms do not affect any rights or obligations of any party that arose before the termination, or any liabilities that accrued before the termination.

18.8. This Clause 18 (Account Closure and Termination) shall survive the termination of these Terms.

19. Notices and Communications

19.1. You shall provide the Bank with your residential address, Malaysia telephone number, e-mail address or any other contact information at which we may contact you, and send you notices and communications. Your residential address may be used by the Bank as your mailing address. We may also provide your residential address, Malaysia telephone number, e-mail address or any other contact information to any government authority, regulator, enforcement agency, tax authority, court, tribunal or judicial body if we are required to do so. You must immediately inform us of any such change to your contact information.

19.2. The Bank may publish certain notices or communications to you on our website or mobile application. You should check our website or mobile application regularly for notices or communications.

19.3. Any notice or communication that the Bank sends to you will be deemed to be delivered and effective:

- (a) if sent in person, at the time of delivery;
- (b) if sent by post to an address in Malaysia, on the third Business Day following the date of posting;
- (c) if sent by post to an address outside Malaysia, on the seventh Business Day following the date of posting;
- (d) if sent by SMS or e-mail (as recorded on the device from which the sender sent), at the time of delivery, unless we receive a message delivery failure receipt;
- (e) if sent by facsimile, on the completion of transmission;
- (f) if sent by push notification through our mobile application, at the time of delivery; and
- (g) if published on our website or mobile application, at the time of publication.

19.4. We also reserve the right to serve on you any notice in connection with your account by advertisement in any one daily newspaper and such notice will be deemed to have been served on you on the day the advertisement appears in the newspaper.

19.5. Notices or communications that you send to the Bank will be deemed to be delivered and effective only when we receive them.

19.6. The Bank will use your last known contact details that we have in our records. If you have more than one (1) account and the contact details are not the same, we are entitled to use the most recent details.

19.7. You may change your contact details i.e., mailing address, email address and mobile number for notices by giving notice to the Bank. No change of address howsoever brought about will be effective or binding on the Bank unless you have given the Bank actual notice of the change of address.

20. Amendments

20.1. The Bank may add to, amend, modify or vary any or all of these Terms (including our fees and charges, features and benefits) at any time by giving you at least twenty-one (21) calendar days' notice before the addition, amendment, modification or variation take effect. Nonetheless, we will use reasonable endeavours to provide you with twenty-one (21) days' advance notice for any variation relating to our fees and charges and your liabilities or obligations, unless the addition, amendment, modification or variation is required for compliance with Applicable Law (which may take effect immediately).

20.2. The Bank may introduce new Specific Terms that apply to the provision of new services or products. Any such Specific Terms will take effect from the date we agree to provide you with the relevant new service or product.

20.3. The Terms herein shall be subject to the provisions of the Financial Services Act 2013 and any other modifications thereto or any directive from BNM or as may be directed or required by a regulatory body from time to time.

20.4. By continuing to maintain and operate your account after the effective date of the amendments or variations, you have accepted the amended Terms and the same shall be binding against you.

21. Assignments

21.1. The Bank may assign and/ or transfer all or any of its rights, title, liabilities and interest under these Terms to any person the Bank deems fit and subject to applicable legal or regulatory requirements, shall notify you of such assignment and/ or transfer.

- 21.2. You are not allowed to assign or transfer any part of your rights or obligations under these Terms without our prior written consent.

22. Waivers

- 22.1. A failure or delay by the Bank in exercising or enforcing any power or right under these Terms, or in enforcing compliance with any provision of these Terms, shall not operate as a waiver or release by the Bank, and the Bank is not prevented from exercising or enforcing any such power or right.

23. Illegality and Severability

- 23.1. If any provision of these Terms is, or becomes, illegal or otherwise invalid or unenforceable in any way, such illegality, invalidity or unenforceability shall not in any way affect or impair any other provision of these Terms, and these Terms shall be interpreted as if such illegal, invalid or unenforceable provision was varied so that it is legal, valid and enforceable or as if such illegal, invalid or unenforceable provision was not part of these Terms.

24. Terms Supersede

- 24.1. These Terms supersede any other prior agreement, understanding, notice, statement or representation, whether oral or written, in relation to any services or products of the Bank, unless specified by the Bank in writing.

25. Governing Law and Dispute Resolution

- 25.1. All complaints in respect of the Bank's products and services shall be addressed to the Bank's Customer Support Team via the following channels:

Hotline : **+603 7498 3188**
E-mail : **ask@gxb.my**
Chat Support : available in the Bank's mobile application

You are required to specify the nature of your query, complaint and/ or dispute and such other details or information as may be required by the Bank. Such complaint, dispute or query shall be investigated, handled and/ or resolved in accordance with the Bank's complaints and dispute resolution procedures.

- 25.2. If your query or complaint is not satisfactorily solved by the Bank, you may write to the Ombudsman for Financial Services (OFS) at **enquiry@ofs.org.my** or BNM LINK or TELELINK at:

Block D, Bank Negara Malaysia
Jalan Dato' Onn
50480 Kuala Lumpur

Tel : **1-300-88-5465**
Fax : **03-21741515**
E-mail : **bnmtelelink@bnm.gov.my**

- 25.3. These Terms shall be governed by and interpreted in accordance with the laws of Malaysia and the rules, regulations and guidelines of BNM, PayNet and other relevant regulatory bodies to which the Bank is subject.
- 25.4. You agree to submit to the exclusive jurisdiction of the Malaysia courts. You may only bring an action or proceeding against the Bank in the Malaysia courts. The Bank may bring an action or proceeding against you in the courts of any jurisdiction, including any jurisdiction where you may be resident or where you may own assets.

26. Service of Legal Process or Documents

- 26.1. Any originating claim, statement of claim, originating application or any other notice or document relating to legal proceedings shall be deemed to be sufficiently served on you:
- (a) if sent by registered post mail, with the notice or other document duly addressed and posted, postage prepaid, to your last known address in our records;
 - (b) If sent by email, with the notice or other document, marked for the attention of designated person, was duly sent to your last maintained email address in our records; or
 - (c) If sent by facsimile transmission, with the notice or other document duly transmitted from the despatching terminal as evidenced by a transmission report generated by the despatching terminal.
- 26.2. Nothing in this Clause 26 shall affect or limit our rights to serve any legal process or documents on you in any other manner allowed under Applicable Law.

27. Time

- 27.1. Time shall be of essence of these Terms.

28. Successors Bound

- 28.1. These Terms shall be binding on your heirs, legal/personal representatives, successors and estate, as well as on the Bank's successors and assigns. Your obligations and liabilities shall continue and remain in effect regardless of any changes to the Bank's constitution, including amalgamation or reconstruction.

29. Definitions and Interpretation

- 29.1. In these Terms, the following capitalised words have the following meanings:

“Applicable Law”	means any and all applicable laws, regulations, guidelines, codes or rules, including industry guidelines, codes or rules, whether in Malaysia or elsewhere, and whether having the force of law, as amended, modified, varied or re-enacted from time to time.
“Authorities”	means BNM, the Police, anti-corruption commission or agency or regulators or any other local or international regulatory authorities.
“BNM”	means Bank Negara Malaysia.
“Business Day”	means a day on which the Bank is open for transaction of business of the nature required.
“Customer Information”	means any information relating to you, including your Personal Data and other personal information, and information on your accounts and transactions, that the Bank has in connection with the provision of services or products to you.
“Data Privacy Policy”	means our data privacy policy available on our website at gxbank.my or through our mobile application (as amended from time to time), which forms part of these Terms.
“DuitNow”	means a service which allows customers to initiate and receive instant credit transfers using a recipient's account number or DuitNow ID.

“DuitNow ID”	means an identifier of an account holder such as a mobile number, identity card number, passport number, army number or police number (in the case of an individual) or business registration number (in the case of a corporate customer) or any other identifiers as may be introduced by the NAD Operator from time to time.
“Event of Default”	means any event that gives the Bank the right to terminate these Terms or the provision of any service or product to you under Clause 18 (Account Closure and Termination).
“Loss”	means any losses, damages, costs (including legal costs on a full indemnity basis), expenses, liabilities, taxes, charges, suits, proceedings, actions, claims, any other demands or remedies of any kind, whatsoever and however caused, whether arising under contract, tort or otherwise, and including any lost profits, earnings, business, goodwill or opportunity, whether or not foreseeable, and whether direct, indirect or consequential.
“NAD Operator”	means Payments Network Malaysia Sdn Bhd (PayNet).
“NAD” or “National Addressing Database”	means a central addressing depository established by the NAD Operator that links a bank or an e-money account to a recipient’s DuitNow ID and facilitates payment to be made to a recipient by reference to the recipient’s DuitNow ID.
“Personal Data”	means any information (whether true or not) which identifies or that relates to an individual.
“PIN”	means the personal identification number for any service or product provided by the Bank.
“Related Entities”	means all the related corporations and associate corporations of (i) the Bank; (ii) the Bank’s holding company/ies; and (iii) the Bank’s ultimate holding company/ies. “Related Entity” shall be construed accordingly.

29.2. In these Terms, unless the context requires otherwise:

- (a) the headings shall be ignored in interpreting the provisions of these Terms;
- (b) any reference to a Clause shall be to a Clause of these Terms;
- (c) any reference to “you” shall include the individual in whose name an account is maintained with the Bank, the individual offered a product or service by the Bank, and (as the context may require) any legal representative;
- (d) any reference to a person shall include body corporates, unincorporated associations, partnerships, trusts and other bodies of persons;
- (e) the word “includes” or “including” shall be understood to mean “includes without limitation” or “including without limitation”;
- (f) any reference to actions or acts shall include failures to act; and
- (g) any reference to any statute, regulation, guidelines, code or rules shall be a reference to such statute, regulation, guidelines, code or rules as may be amended, modified, varied or re-enacted from time to time.

29.3. In the event of any inconsistency between the English version of the Terms and other languages including but not limited to the Bahasa Malaysia version of the Terms, the English version of the Terms will prevail.

B. GX Account Specific Terms

This Section B (GX Account Specific Terms) sets out the Specific Terms on which the Bank provides you with a savings account ("GX Account").

References to Section A mean Section A (General Terms and Conditions) of these Terms. References to a clause number prefixed by 'A' mean the corresponding clause in Section A (General Terms and Conditions) of these Terms.

1. GX Account Opening Requirements

1.1. To open a GX Account with the Bank, you:

- (a) must be at least 18 years old, unless the Bank agrees otherwise;
- (b) must be a citizen of Malaysia with a valid MyKad and reside in Malaysia. Should there be any change to your citizenship and/ or country of residence after your GX Account is opened, our provision of service to you shall be subject to your compliance with Clause A7.2(a); and
- (c) must meet such other requirements that the Bank may specify from time to time.

1.2. You shall be allowed to hold and maintain only one personal, single name GX Account with the Bank. If you attempt to open or maintain more than one GX Account with the Bank, this shall be a breach of your obligations under these Terms and the Bank shall have the right to terminate these Terms and close your account(s) with the Bank in accordance with Clause A18 (Account Closure and Termination), or the right to combine and consolidate your accounts in accordance with Clause A13 (Right of Set-Off and Lien).

2. Savings Account

2.1. Your GX Account will have a Main Account, Savings Pockets and Bonus Pockets. The number of Savings Pockets and Bonus Pockets will be determined by the Bank and notified to you from time to time. Funds transfers into your GX Account will be deposited into your Main Account.

3. Savings Pockets

- 3.1. Subject to the availability of Savings Pockets and the limit of Savings Pockets per customer as determined by the Bank in our discretion, you may place funds in Savings Pockets. Funds placed in each Savings Pocket will earn interest at a rate set by us, which will be notified to you from time to time.
- 3.2. The funds in each of your Savings Pockets will be segregated and maintained separately from the funds in your Main Account and the funds in your other Savings Pockets. Your funds in the Savings Pockets can be transferred to and from your Main Account, but cannot be used for payments or fund transfers to or from other accounts.

4. Bonus Pockets

4.1. Subject to the availability of Bonus Pockets and the limit of Bonus Pockets per customer as determined by the Bank in our discretion, you may place funds in Bonus Pockets. Funds placed in each Bonus Pocket will earn base interest and bonus interest applicable for the Bonus Pocket, for the selected tenure of the Bonus Pocket. The fund placement in Bonus Pocket is successful only when it is reflected in the Bank's mobile application and the Tenure shall commence upon successful placement of funds in the Bonus Pocket.

- 4.2. Your funds in each of your Bonus Pockets must be transferred from your Main Account, and will be segregated and maintained separately from the funds in your Main Account and the funds in your other Bonus Pockets. Your funds in the Bonus Pockets cannot be used for payments or funds transfers to or from other accounts.
- 4.3. We reserve the right to impose a minimum principal amount and a maximum principal amount for each Bonus Pocket. The minimum and maximum principal amount will be determined by the Bank and notified to you.
- 4.4. We reserve the right to impose a minimum tenure and a maximum tenure for each Bonus Pocket. The minimum and maximum tenure will be determined by the Bank and notified to you. You may select a tenure from such tenure that is permitted by the Bank for each Bonus Pocket.
- 4.5. Upon the maturity of each Bonus Pocket, all funds in the Bonus Pocket comprising the principal amount, the base interest and the bonus interest will be repayable to you and returned to your Main Account, and the Bonus Pocket will be closed.
- 4.6. You may not top-up the funds placed in a Bonus Pocket.
- 4.7. You may request an early closure of a Bonus Pocket in full, upon which the Bonus Pocket will be closed. All funds in the Bonus Pocket at such date of early closure will be repayable to you and returned to your Main Account, and no bonus interest shall be payable to you in full or in part. For the avoidance of doubt, you will not be allowed to make a partial early withdrawal of the funds in a Bonus Pocket.
- 4.8. The early closure and termination of a Bonus Pocket, including a closure upon its maturity, will be unavailable during certain periods of time of each day as notified to you from time to time, and such periods are subject to change at any time without prior notice to you. All funds from a Bonus Pocket that are closed upon maturity, will also be unavailable during such periods on the maturity date of the Bonus Pocket and will be returned to your Main Account thereafter. During such periods of unavailability, we shall not be obliged to act on any instruction for the closure and termination of any Bonus Pocket and we will not be responsible or liable for any Loss that you may suffer as a result of the unavailability of such closure and termination or funds.

5. Minimum and Maximum Balances

- 5.1. The Bank reserves the right to impose a minimum balance for your GX Account.
- 5.2. The Bank reserves the right to impose a maximum balance that can be held in your GX Account. The maximum balance amount will be determined by the Bank and notified to you from time to time. The maximum balance amount will be the aggregate balance in your Main Account, Savings Pockets and Bonus Pockets.. Once the maximum balance in your GX Account has been reached, you will not be allowed to make any deposits, or receive any transfers, into your GX Account. Interest will continue to be calculated based on the balance in your GX Account and be paid by the Bank into your GX Account or to you through any other means. The Bank may also make other credits (e.g. cashback or rewards) into your GX Account after the maximum balance in your GX Account has been reached.
- 5.3. For your Savings Pockets, in addition, there may be a separate maximum balance amount that can be held in each of your Savings Pockets. The maximum balance amount will be determined by the Bank and notified to you from time to time. Once the balance in any Savings Pocket has reached the maximum balance, you will not be allowed to make any deposits, or receive any transfers, into such Savings Pocket. Interest will continue to be calculated daily based on the balance in any Savings Pocket that has reached the maximum balance, and be paid by the Bank into the Savings Pocket or to you through any other means.

- 5.4. For your Bonus Pockets, in addition, there may be a separate maximum balance amount that can be held in each of your Bonus Pockets. The maximum balance amount will be determined by the Bank and notified to you from time to time. Once the amount in your Bonus Pockets has reached the maximum balance, you will not be allowed to place any funds into Bonus Pockets. Interest will continue to accrue on the funds placed in Bonus Pockets, and be paid by the Bank into the Bonus Pocket or to you through any other means at the end of the Tenure.

6. Interest

- 6.1. The Bank will pay you interest on the balance in your GX Account. The interest rates for your Main Account, your Savings Pockets and your Bonus Pockets are separate, and the respective interest rates will be determined separately by the Bank at our discretion and notified to you from time to time. The Bank may in our discretion change the interest rates from time to time, and shall have the right to impose an interest rate at the Bank's discretion subject to applicable legal and regulatory requirements, on the balance in your GX Account. Any changes to the interest rates will be displayed on the Bank's website and/or the Bank's mobile application.
- 6.2. For your Main Account, the Bank will pay you interest on the balance in your Main Account.
- 6.3. For your Savings Pockets, the Bank will pay you interest on the balance in your Savings Pockets. The rate of interest which the Bank may pay for any Savings Pocket may be different from the rate of interest for other Savings Pockets.
- 6.4. For your Bonus Pockets, the Bank will pay you a base interest and a bonus interest. The base interest will be paid on the balance in each Bonus Pocket daily, and the bonus interest will be calculated daily based on the balance in each Bonus Pocket at the end of each day and accrued throughout the Tenure. The sum of accrued bonus interest will be paid to you as a lump sum to each Bonus Pocket on the last day of its tenure. Such payment of the total accrued Bonus Interest is strictly conditional upon the principal sum being held for the entire duration of the selected Tenure.
- 6.5. The base interest rate and the bonus interest rate will be the rate agreed upon the creation of each Bonus Pocket. The bonus interest for each Bonus Pocket will be payable on the accrued base interest for the Bonus Pocket. The rate of the base interest and the rate of the bonus interest which the Bank may pay for any Bonus Pocket may be different from the rate of the base interest or the rate of the bonus interest for other Bonus Pockets.
- 6.6. If your GX Account is closed by you or by the Bank prior to the date of maturity of a Bonus Pocket(s), it will be deemed to be an early withdrawal of all Bonus Pockets, and the base interest and the bonus interest that have yet to be credited for the Bonus Pocket(s) at the time of the closure of the GX Account will be forfeited.
- 6.7. Save for the bonus interest for Bonus Pockets, the interest for Main Account and Savings Pockets as well as the base interest for Bonus Pockets will be calculated daily based on the balance in your GX Account at the end of each day and credited to you when the daily interest payable is rounded up or down to at least RM0.01, or at such other intervals, or using such other methods, or through such other means as the Bank may determine at our discretion and notified to you from time to time. The interest earned will be posted to your GX Account the same day. If the daily interest is less than RM0.01, such interest will be zero-rised and will not be credited to you. 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.
- 6.8. The Bank reserves the right not to pay interest if you breach any of your obligations under Clause A7.1.

7. Funds Transfers

- 7.1. When you instruct the Bank to make a funds transfer, you authorise us to debit the corresponding amount from your GX Account and any charges, expenses, maintenance fee or any other reasonable fees and charges imposed by the Bank or such applicable taxes whether currently in force or to be implemented and chargeable by Applicable Laws for the services and facilities rendered. If any debit causes your account to be overdrawn, you are liable to repay the outstanding amount to the Bank on demand together with fees, charges, expenses and interest accruing on the outstanding amount at such rate as the Bank may specify. The rate of interest will be determined by the Bank from time to time based on the Bank's prevailing interest rates which will be notified to you from time to time by publication on our website and/ or mobile application.
- 7.2. We may, on your application, accept standing instructions to transfer funds from your account to a recipient on a recurring basis. You are responsible for ensuring that your account has sufficient funds for such recurring transfers to be made. The standing instructions will remain effective unless we receive your instructions to cancel such recurring transfers. We may cease to process any such standing instructions for recurring transfers if there are insufficient funds in your account or for any other reason, without prior notice to you and without giving you any reason. The Bank shall have the right to impose an administrative charge where you have given standing instructions for recurring transfers but there are insufficient funds in your account.
- 7.3. Fund transfers may be subject to transaction limits set under Applicable Law, by the rules or guidelines governing PayNet or the payment system, or by the Bank. Any transaction limits set by the Bank will be notified to you.
- 7.4. A funds transfer may not be able to be processed due to circumstances relating to the recipient.
- 7.5. You are responsible for ensuring and verifying that the details of the recipient that you are sending funds to, and details of the amount to be transferred, are correct. The Bank has no obligation to check that the recipient is the intended recipient of your funds. If you accidentally transfer funds to the wrong recipient or you have transferred the wrong amount of funds, and you have informed the Bank promptly of such error, the Bank will endeavour to help you recover the funds. However, there is no guarantee that the Bank will be able to do so, and the Bank is not responsible or liable for any Loss that you may suffer as a result of sending funds to the wrong recipient or sending the wrong amount of funds.
- 7.6. If you receive a funds transfer from an unexpected source, you must inform the Bank immediately. You shall cooperate with the Bank in our investigations of the source of the funds, and the Bank shall have the right to reverse any funds transfer where the sender made a mistake in sending funds to you.
- 7.7. For transfers of funds between accounts held with the Bank (e.g. from your account to another account held with the Bank and vice versa), you agree and consent to the Bank (a) identifying you to the other account holder, and (b) disclosing to the other account holder that you are a customer of the Bank, based on your Personal Data (such as your name and mobile telephone number).
- 7.8. The Bank shall have the right to not process any of your instructions for a funds transfer in accordance with Clause A2.8 (Instructions).
- 7.9. Where the Bank has received notice that funds have been credited or transferred to your GX Account by error, wrongly or by misleading information ("**unintended funds**") provided to the payer of the said unintended funds, the Bank has the right to immediately hold the said unintended funds. You agree and acknowledge that you are not entitled to utilise any funds in the account that do not belong to you. You further acknowledge that action can be taken against you if you are found to have dishonestly misappropriated the unintended funds belonging to the payer or you are found to have been involved in any fraudulent transaction (e.g., mule account).
- 7.10. Your GX Account is protected by PIDM up to RM250,000 for each depositor. You acknowledge that the fund withdrawn from your GX Account is no longer protected by PIDM if transferred to deposit account payable outside Malaysia, deposit account held by a financial institution conducting Labuan banking

business or Labuan Islamic banking business, deposit account held by a non-deposit taking member of PIDM, non-deposit account such as unit trust and securities trading account or not insured deposit account such a gold-related investment account.

- 7.11. The Bank shall not be responsible or liable for any Loss that you may incur arising from any funds transfer or any funds transfer that was not processed, completed or received by you, unless such Loss is caused by our gross negligence, wilful misconduct or fraud. In addition, the Bank is not responsible or liable for any actions of the operator of PayNet or any other payment system through which funds transfers are made, or any non-availability of PayNet or such other payment system.

8. Payment and Transfers Through Channels on PayNet

- 8.1. For payments or transfers that you make or receive through channels operated by PayNet, provider of National Retail Payment Network, you agree that they will be processed under the rules and operating procedures of PayNet (collectively “**Rules**”).
- 8.2. You also acknowledge that for any disputed transfer or payments (e.g. due to an error, wrong or misleading information or due to scams), the Bank shall follow the Rules and shall exercise such rights prescribed by the Rules including debiting the disputed amount from your GX Account and remit it back to the sender if you fail to substantiate your ownership over the amount. The Bank will also have the right to earmark the disputed amount upon notice of the dispute in such manner that we determine at our reasonable discretion.
- 8.3. The Bank shall not be liable to you for any claim, loss, damages, penalty, charges, cost and expense suffered or incurred by you in relation to the Bank complying with the Rules.
- 8.4. All forms, documents or receipts signed by the account holder and any electronic data or images of any form, document, instruction or other electronic document confirmed, validated and/or effected by the account holder in relation to any transaction or matter under the GX Account (“**the above transactions**”) and the Bank’s books and/ or records evidencing the above transactions are deemed as final, accurate, conclusive and binding on the account holder unless there was manifest error on the Bank’s part.

9. Account Closure and Termination

- 9.1. If you wish to terminate or close your account with the Bank under Clause A18.1, you shall transfer all funds out from your account with the Bank before the termination or account closure is effective.
- 9.2. The Bank reserves the right to terminate the provision of any service or product to you and close your account, with immediate effect, with or without any notice to you if:
- (a) you do not fulfil the funding requirement for the purpose of account verification within thirty (30) days from the date of the account creation;
 - (b) the Bank suspects that your account is being used for any fraudulent activities or in the Bank’s reasonable opinion any information/ documents provided to the Bank for the opening of the account is false and/ or incorrect and/ or tampered and/ or there has been a misrepresentation of identity;
 - (c) your account is maintained and/or used for business purposes, including but not limited to accounts opened for an association, society or for trading purposes; or
 - (d) you failed to provide declarations and/or provide information and documents requested by the Bank for due diligence purpose within the required time period.

9.3. Pending closure of your account, the Bank may refuse to accept any deposits(s), limit the amount that may be deposited and withhold and/or suspend payment of any funds from the credit balance of the account and/ or refuse to allow or carry out any transaction including withdrawals of funds in respect of your account (including transfers and telegraphic transfers of funds from or to your account).

9.4. This Clause 7 (Account Closure and Termination) shall survive the termination of these Terms.

10. Dormant Account

10.1. You agree that if no transactions or activities (other than credit or debit transactions performed by the Bank to you) are made on your GX Account, for a period of three hundred and sixty five (365) consecutive days, or such other period determined by the Bank at its discretion, the Bank may classify the account as dormant and impose a fee on the dormant account. If the account balance is insufficient to cover the fee imposed, the entire account balance will be deducted as a service fee and paid to the Bank, after which your GX Account will be closed with fourteen (14) days' prior notice to you.

10.2. Upon your account being considered as dormant, we will suspend the calculation of interest for the said account. Calculation of interest shall restart upon activation of dormant account.

10.3. Once your GX Account is considered dormant, no credit and/ or debit transaction (other than credit and/ or debit transaction conducted by the Bank for the purposes of debiting for fees and/ or charges payable by you to the Bank) shall be allowed on the account until the account is reactivated. You can either reactivate the account or close it at any time prior to the transfer of the credit balance to the Registrar of Unclaimed Moneys.

10.4. You agree that under the Unclaimed Moneys Act 1965 or any statutory amendments thereto, any balances to the account with no customer-initiated transactions for seven (7) years must be gazetted as "Unclaimed Monies" and shall be remitted to the Registrar of the Unclaimed Moneys and thereafter your account will be closed. Any claims for the "Unclaimed Moneys" must be made directly to the Registrar of the Unclaimed Moneys.

11. Statement of Account

11.1 The statement of your GX Account will be rendered monthly or at such periods as may be determined by the Bank and notified to you via the Bank's mobile application. You must examine all entries in the statement of account and immediately report to the Bank if any error is found therein. We will be entitled to treat the entries set out in the statement of account as correct, accurate, conclusive and binding on you if (a) we do not receive any notification from you of any errors or unauthorised transactions, or (b) you do not otherwise object to any entries set out in your statement of account, within fourteen (14) days from the day such statement of account is made available to you, and you shall be deemed to have accepted the entries made up to the date of the last entry in the statement of account, as correct and discharge the Bank from all liabilities.

12. No Cash Deposits

12.1. You will not be able to deposit (in the form of physical notes or coins) to your GX Account, through any ATM in Malaysia or otherwise.

13. No Cheques

13.1. Your GX Account will not have any cheque facility, and you may not deposit any cheques with the Bank.

14. Definitions and Interpretation

14.1. In this Section B (GX Account Specific Terms), the following capitalised words have the following meanings

“ATM”	means automated teller machine.
“Bonus Pocket”	means the specific savings feature offered by the Bank to you subject to these Specific Terms, allowing you to earn bonus interest for maintaining funds through a selected Tenure.
“Main Account”	means the main transactional account designed to facilitate credit and debit transactions to and from other accounts within the Bank or with other financial institutions in Malaysia.
“PayNet”	means Payments Network Malaysia Sdn. Bhd.
“PIDM”	means Perbadanan Insurans Deposit Malaysia.
“Related Entities”	means all the related corporations and associate corporations of (a) the Bank, (ii) the Bank’s holding company/ies, and (iii) the Bank’s ultimate holding company/ies. “Related Entity” shall be construed accordingly.
“Savings Pocket”	means the specific savings feature offered by the Bank to you subject to these Specific Terms, allowing you to segregate funds from your main account balance for specific purposes.
“Tenure”	means the selected period for which funds are maintained in the Bonus Pocket.

C. Debit Card Specific Terms

This **Section C (Debit Card Specific Terms)** sets out the Specific Terms on which the Bank provides you with a debit card (**“Debit Card”**). References to Section A mean Section A (General Terms and Conditions) and references to Section B mean Section B (GX Account Specific Terms) of these Terms. References to a clause number prefixed by ‘A’ mean the corresponding clause in Section A (General Terms and Conditions) of these Terms and references to a clause number prefixed by ‘B’ mean the corresponding clause in Section B (GX Account Specific Terms) of these Terms.

When you open a GX Account with the Bank, you also agree to the applicable terms and conditions governing Debit Cards (including debit card rewards). You may at any time while maintaining a GX Account with the Bank create a Virtual Debit Card that is linked to your GX Account. You may also request for a Physical Debit Card that is linked to your GX Account.

Both versions of the Debit Card will bear the same card details, which comprise of the card number, Card Verification Value/ Code (CVV/ CVC), and expiry date. For the avoidance of doubt, you will only be issued with one (1) Debit Card, which shall be made available in virtual and physical forms.

1. Debit Card Eligibility and Requirements

- 1.1 To create a Debit Card, you must have opened and activated a GX Account, which the Debit Card will be linked to.
- 1.2 To be eligible for the Debit Card, you are subject to the requirements under Clause A1 and Clause B1.

2. Virtual Debit Card and Physical Debit Card

- 2.1 You agree to follow the procedures that we prescribe for creating and activating the Virtual Debit Card that the Bank issues to you. Your Virtual Debit Card will be automatically activated when it is created.
- 2.2 Your Virtual Debit Card may be used for Card-Not-Present transactions with domestic and international Merchants (provided that you have enabled Card-Not-Present transactions in the Bank's mobile application) and other transactions as may be determined by the Bank from time to time.
- 2.3 When any Virtual Debit Card transaction is made using your CVV/ CVC or is authenticated by transaction signing or any form of additional confirmation, you agree that such use of your CVV/ CVC, or such transaction signing or additional confirmation is evidence that the Virtual Debit Card transaction is authorised by you.
- 2.4 In parallel to the Virtual Debit Card creation, a Physical Debit Card will be issued to you and the Physical Debit Card will be mailed to your mailing address. You agree to follow the procedures for activating the Physical Debit Card that the Bank issues to you.
- 2.5 Your Physical Debit Card may be used for Card-Present transactions, Contactless transactions, ATM cash withdrawals, ATM balance inquiries and other transactions as the Bank may make available to you.
- 2.6 The Physical Debit Card is, and remains, the property of the Bank. You shall ensure that the Physical Debit Card is not damaged in any way. We may, at your request, agree to replace the Physical Debit Card and you may be charged with a fee. If we replace your Physical Debit Card, we will also replace your Virtual Debit Card at the same time.
- 2.7 The Bank will send your Physical Debit Card to you by post, and you accept and agree to bear the risks from us doing so, including the risks of the Physical Debit Card being lost. The Bank will not be responsible or liable from any loss that may arise from us sending your Physical Debit Card to you by post, unless such loss is caused by our gross negligence, wilful misconduct or fraud.
- 2.8 When any Physical Debit Card transaction is made using your PIN or is otherwise authenticated by your signature on a charge slip or other record of the transaction, you agree that such use of your PIN or such authentication is evidence that the Physical Debit Card transaction is authorised by you.
- 2.9 Upon termination of these Terms, your GX Account or cancellation of your Debit Card, you shall immediately stop using your Debit Card via any means, cut your Physical Debit Card in half, and securely dispose of your Physical Debit Card.

3. Acceptance and Use of the Debit Card

- 3.1 In issuing the Debit Card to you, the Bank agrees to make the facilities of the Debit Card available to you subject to these Terms.
- 3.2 Upon the receipt, activation and use of the Debit Card, you agree to accept and be fully bound by these Terms.
- 3.3 You shall not use the Debit Card for any purpose at all, and immediately cut the Physical Debit Card in half, in the event any of the following occur:
 - (a) if you do not agree with the contents of these Terms;
 - (b) upon the expiry of the Debit Card's validity period;
 - (c) upon the cancellation or termination of the Debit Card initiated by you;

- (d) upon the request for a replacement to a new Physical Debit Card;
- (e) upon the cancellation or termination of the Debit Card initiated by us;
- (f) upon recovery of the Physical Debit Card after notification of it being lost or stolen;
- (g) if the PIN and Passcode in relation to the Physical Debit Card is disclosed or exposed, voluntarily or otherwise, to any person; or
- (h) if you cannot remember your Debit Card PIN and Passcode.

3.4 The Debit Card cannot be transferred to another person and must be used only in accordance with these Terms, as well as all requirements, directives, regulations, and guidelines set out by the Bank, Mastercard, PayNet, BNM or any other applicable authority.

3.5 You agree that the Debit Card is used at your own risk and all risks incidental to or arising out of the use of the Debit Card are assumed by you.

Notice to the Bank

3.6 **By using the Debit Card, you agree to notify us via the Bank's mobile application or by contacting our contact centre in the event any of the following occurs:**

- (a) **You are to notify the Bank immediately in writing for any change to your details as given to us during the application of the Debit Card and to provide us with any other details as may be required from time to time;**
- (b) **You are to notify us as soon as reasonably practicable upon discovering your Physical Debit Card is lost, stolen, an unauthorised transaction had occurred on your Debit Card or your Debit Card details, Debit Card PIN or Passcode has been compromised;**
- (c) **You are to notify us immediately upon receiving a push notification sent by us if the transaction was unauthorised;**
- (d) **You are to check the statement of account and report to us any discrepancy without undue delay.**

Manner of Use of the Debit Card

3.7 You shall not use the Debit Card for cash withdrawal or payment unless there are sufficient funds in the Designated Account.

3.8 Any cash withdrawal or payment shall be rejected if there are insufficient funds in the Designated Account and the Bank shall not be held liable for any loss or damage in connection with such rejection.

3.9 You shall use the Debit Card responsibly and must not use the Debit Card for unlawful activities.

3.10 Transactions to be effected using the Debit Card are neither obtained from any unlawful source nor relate to any unlawful activities.

3.11 If we reasonably suspect or discover that you are using the Debit Card to conduct transactions, including for or on behalf of a business or entity or for illegal purposes, we may, in our sole and absolute discretion, cancel your transaction and/ or block, suspend and/ or terminate your Debit Card without any liability to you howsoever. We shall take actions we deem appropriate to meet any obligation or requirement in Malaysia or any other country in relation to the prevention of any unlawful activity,

including but not limited to fraud, money laundering, terrorism activity, corruption, bribery or tax evasion or the enforcement of any economic trade or trade sanction.

- 3.12 We may immediately terminate your Debit Card and you shall indemnify us fully and completely against all claims, demands, action, proceedings, loss, expenses, taxes and duties and all other liabilities of whatsoever nature which the Bank may suffer arising due to your use of the Debit Card for any unlawful activities.
- 3.13 You agree that the Debit Card PIN and Passcode are secure methods to authenticate and verify your identity as the cardholder to us for the following purposes:
- (a) For us to carry out transactions on your behalf; and
 - (b) For us to provide you access to our mobile application via your registered mobile device, which will allow you to have access to our banking facilities and services available digitally.
- 3.14 In line with Clause 3.14 above, you further agree to the following:
- (a) You allow the Bank to act on all your instructions when identified by the PIN or Passcode;
 - (b) We shall not be liable for acting upon such instructions in good faith;
 - (c) You shall be bound by such instructions and shall not be allowed to revoke them even if there was an error, fraud, forgery, lack of clarity or misunderstanding in respect of such instructions;
 - (d) We may request for other forms of identification if there are any doubts about your identity as the cardholder, but we are entitled to rely on the PIN or Passcode as conclusive evidence of your identity;
 - (e) Our books and/ or records evidencing such instructions shall also be deemed as final, conclusive and binding on you.
- 3.15 **In the use of the Debit Card, PIN and Passcode, you agree to take reasonable steps to ensure the Debit Card, PIN and Passcode are secure at all times, including at your place of residence. Such steps include:**
- (a) **not to disclose the details of the Debit Card, PIN or Passcode to any other person;**
 - (b) **not to write down the details of the PIN or Passcode on the Debit Card, or on anything kept in close proximity with the Debit Card;**
 - (c) **not to use a PIN or Passcode selected from your birth date, identity card, passport, driving licence or contact numbers;**
 - (d) **not to allow any other person to use your Debit Card, PIN and Passcode;**
 - (e) **not to write the PIN or Passcode in a way which can be understood by someone else; and**
 - (f) **not to let the Debit Card out of your possession.**

Your Liability

- 3.16 You as the cardholder are fully responsible for all transactions including any entry errors at point-of-sale terminals or at internet sites and whether or not they are processed with your knowledge, consent or authority.

- 3.17 You hereby authorise us to debit the Designated Account first and if insufficient, the shortfall from any of your Savings Pockets and/or Bonus Pockets (as described in Clause B) for the amount of any payment, purchase, withdrawal of cash or transfer of funds carried out using the Debit Card as per the Bank's record of transactions.
- 3.18 You must use utmost care, diligence and precautions to prevent the loss, theft or fraudulent use of the Debit Card and to prevent the disclosure of the Debit Card details or PIN to any other person. In the event of any loss, theft or fraudulent use of the Debit Card, you shall notify the Bank immediately upon discovery of such loss, theft or fraudulent use. You shall indemnify and hold the Bank harmless against any liability for loss, damage, costs and expenses (legal or otherwise) arising from your breach of such duty.
- 3.19 If the Physical Debit Card is lost or stolen and/ or the PIN or Passcode is revealed, you remain liable for all charges incurred on the Debit Card before the Bank receives notification from you via the Bank's mobile application or by contacting the Bank's contact centre for the loss and/ or theft of the Debit Card and/ or disclosure of the PIN or Passcode as mentioned in Clause 3.7.
- 3.20 You shall be liable for unauthorised transactions, including but not limited to Card-Present transactions which require PIN or signature verification or the use of Contactless function, if you have:
- (a) acted fraudulently;
 - (b) delayed in notifying us as soon as reasonably practicable upon discovering the loss or unauthorised use of the Debit Card;
 - (c) voluntarily disclosed the PIN or Passcode to another person, or allowed another person to use the Debit Card;
 - (d) recorded your PIN or Passcode on the Physical Debit Card, or anything kept in close proximity with your Physical Debit Card;
 - (e) left your Debit Card or item containing your Debit Card unattended in places visible and accessible to others.
- 3.21 The Bank may require you to provide us with a police report for the loss, and/ or theft of the Debit Card and/ or disclosure of the PIN or Passcode to a third party. We may issue our request in writing or verbally and record such verbal requests. You agree for telephone instructions or requests to be recorded and maintained by us and hereby agree that such records shall be conclusive and binding for all purposes.
- 3.22 The Bank may act on your telephone instructions and shall not be liable to you for any loss or damage incurred or suffered as a result of such action. You agree to the recording and retention of your telephone calls with the Bank and agree to indemnify the Bank against all losses, claims, proceedings, demands, damages, costs and expenses sustained by the Bank howsoever arising out of or in connection with all such instructions.

4. Funding from Designated Account

- 4.1 When you perform a Card Transaction, the Bank will process the said Card Transaction by debiting the corresponding amount from the Designated Account.
- 4.2 You accept full responsibility for all Card Transactions and you authorise the Bank to process the Card Transaction by debiting the corresponding amount from the Designated Account.

- 4.3 The Bank may earmark or place a hold on the Designated Account for the amount of the Card Transactions ("**On Hold Balance**") either on the day it is presented to the Bank for payment or on the day the Bank receives notice of the Card Transaction.
- 4.4 Your available balance for use in the Designated Account shall be reduced by the On Hold Balance. You may not stop payment on the Card Transaction nor use any sum set aside or held by the Bank as On Hold Balance from the Designated Account .
- 4.5 The amount of the On Hold Balance and period that such On Hold Balance may be held as determined by the Bank at its discretion.
- 4.6 The Bank may at its discretion debit the Designated Account for the amount of the On Hold Balance (or any part thereof) whether or not such amount represents the Card Transaction. If the Bank debits any amount from the Designated Account but later on determines that such amount (or any part thereof) ought not to be debited, we will re-credit such sum back to the Designated Account.
- 4.7 When using your Debit Card at automated fuel dispensers for petrol transactions, a pre-authorization hold amount of up to RM200 (or such other amount determined by the petrol station) will be placed on the Designated Account. The pre-authorization hold may be maintained for up to three (3) calendar days for MyDebit transactions and up to seven (7) calendar days for Mastercard transactions.
- 4.8 When using your Debit Card at non-petrol merchants, a pre-authorization hold amount as determined by the merchant or Bank will be placed on the Designated Account. The pre-authorization hold may be maintained for up to thirty (30) calendar days.
- 4.9 The Bank will post the exact transaction amount to the Designated Account and release any remaining On Hold Balance once the merchant has settled the purchase transaction.
- 4.10 The Bank retains the absolute discretion to debit the Designated Account for the amount of any withdrawal, transfer and/ or any other Card Transactions, at any time upon release of the On Hold Balance.
- 4.11 You may make a Card Transaction only if there is sufficient credit balance in the Designated Account. The Bank has discretion to terminate the Debit Card (due to the termination of the Designated Account) if there are insufficient funds in the Designated Account to clear a debit transaction. Closure and termination of the Designated Account shall be governed by the terms in Section B (GX Account Specific Terms).

5. Contactless Transactions

- 5.1 You acknowledge that the Debit Card issued by the Bank will incorporate a feature which enables the Debit Card to be used for Contactless transactions at Contactless terminals. Contactless transactions do not require the magnetic stripe of your Physical Debit Card to be swiped at, or the chip of your Physical Debit Card to be read by, a point-of-sale terminal, or your signature or PIN to authorise the transaction.
- 5.2 There are two (2) types of Contactless transactions:
 - (a) *MyDebit Contactless* – a Contactless payment method via MyDebit network that can be performed at any point-of-sale terminal which displays the MyDebit Contactless logo;
 - (b) *Mastercard PayPass* – a Contactless payment method via Mastercard network that can be performed at any point-of-sale terminal which displays the Mastercard PayPass logo.
- 5.3 You agree to be liable for all Contactless transactions charged to the Debit Card and posted to the Designated Account.

- 5.4 All Contactless transactions are deemed properly authorised by you unless you can show conclusive proof to the contrary. In this regard you acknowledge the ease of which unauthorised Contactless transactions may be carried out and accept the risk of the same.
- 5.5 You acknowledge that the usage of the Debit Card for Contactless transaction without PIN verification is limited to a maximum of RM250 in Malaysia per transaction. The maximum contactless limit per transaction in other countries is subject to the limit defined in the respective country.
- 5.6 You will be required to perform PIN verification for Contactless transactions above RM250.
- 5.7 Contactless transactions without PIN verification can be performed separately but the cumulative transactions in one (1) day shall be capped at a daily limit as may be set by you in accordance with Clause 8.5 below, subject to the maximum daily limit available set by the Bank. Please refer to Clause 8.5 for further details.
- 5.8 Any Contactless transaction without PIN exceeding the Contactless Daily Cumulative Limit (as defined in Clause 8.5 below) will be declined and you will be required to perform PIN verification in order to proceed. The Contactless Daily Cumulative Limit resets on a daily basis and whenever you perform a PIN verified transaction at a point-of-sale terminal.
- 5.9 We reserve the right to revise the limit or impose any other limit from time to time.

6. Card-Not-Present and Overseas Transactions

- 6.1 By default, you are blocked from making any Card-Not-Present transactions using the Debit Card and this includes non-3D Secure (non-secured) transactions which are not authenticated via strong authentication methods such as the Bank's in-app authentication. You are also blocked by default from making any Overseas Transaction using the Debit Card. However, you may expressly opt-in to authorise such transactions by enabling this on the Bank's mobile application.
- 6.2 You acknowledge the ease by which unauthorised Card-Not-Present and Overseas Transactions may be carried out by an unauthorised person which may lead to unauthorised use of your Designated Account linked to the Debit Card. If you opt-in to authorise Card-Not-Present or Overseas Transactions on your Debit Card, you accept the risks entailed and shall be liable for all Card-Not-Present and Overseas Transactions posted to the Designated Account and all such transactions shall be deemed to have been properly authorised by you unless you can show conclusive proof to the contrary.
- 6.3 If you have authorised Card-Not-Present or Overseas Transactions to be carried out on the Debit Card, you may later request to disable these transactions by disabling either or both of these features on the Bank's mobile application or by contacting the Bank's contact centre or such other channels made available by the Bank.
- 6.4 All Card Transactions made outside Malaysia are subject to these Terms as well as the laws of the country where the Card Transactions took place. The use of the Debit Card for Overseas Transactions is subject to all relevant guidelines, regulation, rules or restrictions issued by BNM or any other governmental authority from time to time.
- 6.5 Where applicable, you must ensure compliance of the Foreign Exchange Policy Notices issued by BNM as may be varied and implemented from time to time. You shall be responsible for any violation or non-compliance of such regulations and any amendment thereto.
- 6.6 The Bank may from time to time give notice of a particular country or countries, ATMs or Merchants in which the Debit Card may not be used, and the Bank shall not be liable for any loss or damage suffered or incurred which may be suffered by you.

- 6.7 Where you use the Debit Card at ATMs and Merchant outlets under the Mastercard network outside Malaysia, the transaction shall be charged in the official currency of the country concerned and converted into Ringgit Malaysia at such exchange rate and at such time as may be determined by Mastercard at its discretion. The conversion rate on the date of posting at the Designated Account may differ from the conversion rate on the date of transaction. The Bank's fees and charges including transaction fees and currency conversion fees are set out in a fee schedule on the Bank's website and/ or the Bank's mobile application.
- 6.8 Card Transactions performed outside Malaysia are subject to such administration fees which may be imposed by Mastercard, PayNet and/ or any other payment processing franchise. In addition, the Bank shall be entitled to charge you any cost incurred by the Bank in connection with the conversion of any currency into Ringgit Malaysia to enable the Bank to perform settlement in Ringgit Malaysia. Such fees and charges are set out in a fee schedule on the Bank's website and/ or the Bank's mobile application. You shall bear all exchange risks, losses, fees, and charges for such Card Transactions.
- 6.9 For certain Overseas Transactions, you are given the option to use the Dynamic Currency Conversion ("DCC") service to convert their transactions in foreign currency into Ringgit Malaysia. DCC is a service offered by certain overseas Merchants and ATMs which provides you with the option to convert your foreign currency transactions with your Debit Card to Ringgit Malaysia on the spot during payment or cash withdrawal at the ATM.
- 6.10 The conversion rate for DCC is determined by the relevant overseas Merchant and ATM. The conversion rate for any payment or cash withdrawal made through DCC service (where payment is made in Ringgit Malaysia) may be higher than the conversion rate determined by Mastercard (where payment is made in foreign currency).

7. Recurring Payment

- 7.1 If you have set Recurring Payment instructions to a Merchant, the Merchant will send to the Bank the details of each of the Merchant's charges as and when it becomes payable.
- 7.2 When the Bank receives these details, we are authorised to charge those Recurring Payments to your Designated Account.
- 7.3 The Bank may without incurring any liability, refuse to make payments for such instructions which:
- (a) the Bank suspects to be fraudulent or unlawful; or
 - (b) if there is insufficient balance in your Designated Account; or
 - (c) if your use of the Debit Card is terminated or suspended for any reason.
- 7.4 You shall at all times remain primarily liable and responsible to pay the Recurring Payments directly and the Bank is not obliged to inform you of any non-payment.
- 7.5 If the Bank refuses to pay any of the Recurring Payments to the Merchant, you must resolve the non-payment directly with the Merchant.
- 7.6 You must notify the Merchant if your Debit Card is terminated or if you wish to terminate the Recurring Payment instruction. If you do not do so, you agree that you will continue to be liable for all payments of Recurring Payments made by the Bank to the Merchant.
- 7.7 In the event you replace your Debit Card due to lost, stolen, renewal or any other reasons, you are solely responsible to notify the Merchant to cancel or amend any existing Recurring Payment instructions and inform the Merchant your new Debit Card details to avoid transaction being rejected.

8. Card Transaction Limits

- 8.1 You shall ensure that there are sufficient funds in the Designated Account to perform your Card Transactions. Unless otherwise instructed by you or in the absence of you electing a limit to the carrying out of transactions using the Debit Card, we shall be entitled to impose any limit on the usage of the Debit Card, including but not limited to the daily monetary limits on cash withdrawals and retail purchases (Card-Present and Card-Not-Present).
- 8.2 Subject to the maximum daily limits imposed by the Bank, you may vary the daily limits via the Bank's mobile application, or in such other manner as may be notified by the Bank from time to time. Changes to the Transaction Limits are subject to terms and conditions that may be imposed by the Bank. Notwithstanding Clauses 8.3, 8.4 and 8.5, the Bank reserves the right to amend or vary the Transaction Limits from time to time by giving 21 calendar days prior notice.
- 8.3 The daily ATM withdrawal limit is pre-set at RM1,500, with a maximum allowable daily limit of RM10,000. PIN & PAY Transaction Limit and Online Transaction Limit are respectively pre-set at RM3,000, with a maximum allowable daily limit of RM10,000 respectively.
- 8.4 As per Clause 5, the Debit Card has a Contactless function and it is usable at participating Merchants with the "wave" acceptance for up to a maximum RM250 per transaction and no PIN is required. However, for a transaction above RM250, your Debit Card PIN is required.
- 8.5 The daily cumulative Contactless transaction limit ("**Contactless Daily Cumulative Limit**") is pre-set at RM500, with a maximum allowable limit of RM1,000. You may at any time set your Contactless Daily Cumulative Limit from RM0 to RM1,000 via the Bank's mobile application, or in such other manner as may be notified by the Bank from time to time.
- 8.6 The Bank shall have the right to not process any of your Card Transactions in accordance with Clause A2.6 (Instructions) and Clause C11 (Rights of the Bank).

9. Card Disputes and Chargeback

- 9.1 The Bank is not responsible or liable for any goods or services that you may purchase from an individual, a Merchant or other third-party provider using your Debit Card, or the quality of any such goods or services. We are entitled to debit your Designated Account for the transaction amount, even if you do not receive the goods or services from the individual, Merchant or third-party provider, or the goods or services are not of satisfactory quality. If you do not receive the goods or services or the goods or services are not of satisfactory quality, you must approach the individual, merchant, or other third-party provider directly if you wish to seek recourse from them. Any dispute between you and the individual, Merchant or other third-party provider does not affect in any way your liability to us for the transaction amount, and you agree that we are entitled to debit the transaction amount in full from your Designated Account.
- 9.2 Depending on the card scheme and circumstances, you may request for a chargeback on a Card Transaction or part thereof by raising a dispute to us within **sixty (60) days** from the posting date of such Card Transaction as shown in the statement of account and providing all relevant supporting documentation as requested by us within the permitted time frame. You agree to provide us with any information that we reasonably request to facilitate our investigations into the Card Transaction, and to make a police report if we reasonably request such a report to be made to facilitate the claims investigation process.
- 9.3 Subject to the Bank's internal review and if the chargeback documentation is in order, the Bank will raise the chargeback to the Merchant for the Merchant to carry out its own investigation. We may credit your

Designated Account with the amount of the disputed Card Transaction after completing our investigations.

- 9.4 All disputes will be investigated by us and if found to be false, such disputes will be rejected. If payment had been made on the dispute to you, the payment must be refunded to the Bank and all expenses incurred in the investigation and in recovering the payment shall be borne by the maker of the false dispute.
- 9.5 The Bank reserves the right at any time in its discretion to commence and institute legal action and/ or any other proceedings as we may deem necessary against you upon discovering or becoming aware of any false or fraudulent or unlawful claims in connection with or arising from the disputed Card Transaction.

10. Termination, Cancellation or Blocking of Debit Card

- 10.1 If you wish to terminate or cancel your Debit Card with the Bank, you may proceed to do so by cancelling on the Bank's mobile application or by contacting our contact centre or such other channels made available by us.
- 10.2 We may at any time in our absolute discretion and without assigning any reason terminate, cancel or block your use of the Debit Card, with or without notice, upon the occurrence of any one or more of the following events:
- (a) your bankruptcy, insolvency, death or incapacity;
 - (b) if you are found to have used the Debit Card for any unlawful activities;
 - (c) if suspicious or abnormal transactions are being carried out on the Debit Card and we of the opinion that termination is reasonably required to prevent fraudulent or unauthorised transactions;
 - (d) any of the events set out under Clause A18.3; and/ or
 - (e) any breach by you of any of these Terms.
- 10.3 Notwithstanding Clause 10.2, we can terminate, cancel or block your use of the Debit Card by giving notice to you.
- 10.4 The Bank and you may close the Designated Account in accordance with the provisions of Section B (GX Account Specific Terms). Upon closure of the Designated Account, whether by us or by you, the Debit Card may no longer be used even though the Debit Card is not returned to the Bank for cancellation. There will be no refund of any annual or other fees payable upon the termination of the Debit Card for any reason.
- 10.5 Upon cancellation or termination of your Debit Card, you will remain liable for any transactions effected through the use of the Debit Card up till the effective date of cancellation or termination of the Debit Card, including transactions which have yet to be posted to the Designated Account, and any existing Recurring Payment instructions made by you to a Merchant. You are solely responsible to notify the Merchant and cancel any existing Recurring Payment instructions prior to or upon termination of your Debit Card.

11. Rights of the Bank

- 11.1 The Bank shall have the right to not approve, process or effect any transaction you attempt to make using your Debit Card, without prior notice to you and without giving you any reason.

- 11.2 The Bank shall have the right to suspend or withdraw your right to use the Debit Card at any time without prior notice to you and without giving you any reason.
- 11.3 The Bank is not responsible or liable for the acts of any third party involved in the processing of Card Transactions, including the acts of any card association or any payment intermediary.
- 11.4 The Bank shall not be responsible or liable for any loss that you may incur from or in connection with your use of your Debit Card, including if:
- (a) the Bank, any Merchant, any other bank or financial institution, any card association or any person refuses to accept your Debit Card or to process any transaction made using your Debit Card;
 - (b) a Card Transaction is not able to be completed because your Debit Card or PIN is rejected by a point of sale terminal or for any other reason;
 - (c) the Bank places a hold on or sets aside any amount in your GX Account;
 - (d) there is any unauthorised use of your Debit Card;
 - (e) the Bank refuses to approve, process or effect any transaction you attempt to make using your Debit Card;
 - (f) the Bank suspends or withdraws your right to use the Debit Card;
 - (g) the Bank is unable to process any Card Transaction because of an event or circumstance that is not reasonably within the Bank's control, including if there is any failure in any transmission system or any event or circumstance set out in Clause A17 (Events Outside the Bank's Control); or
 - (h) there is any damage to or loss of or inability to retrieve any data or information that may be stored in your Debit Card.
- 11.5 The Bank may offer or make available to you rewards, discounts or other benefits for your use of the Debit Card or may partner with or introduce you to Merchants who offer or make available to you such rewards, discounts or other benefits. Any such rewards, discounts or other benefits will be subject to a set of separate terms and conditions governing such rewards, discounts or other benefits. You acknowledge and agree that using your Debit Card means agreeing to participating in applicable rewards, discounts or other benefits, and you shall be bound by such terms and conditions governing the rewards, discounts or other benefits as may be relevant. Where such rewards, discounts or other benefits are offered by such Merchants or other persons, the Bank is not responsible or liable for the acts of any such Merchants or other persons, or for any rewards, discounts or other benefits that are offered by such Merchants or other persons.

12. Temporary Freeze

- 12.1 You may temporarily freeze the use of your Debit Card at any time in accordance with the procedures specified by the Bank. Once the temporary freeze takes effect in accordance with the procedures specified by the Bank, we will not process any new Card Transactions (whether your Physical Debit Card, Virtual Debit Card or any other means).
- 12.2 You may cancel the temporary freeze and re-activate your Debit Card for use in accordance with the procedures specified by the Bank.
- 12.3 The Bank is not responsible or liable for any loss that you may incur as a result of the temporary freeze or re-activation of your Debit Card (including any time taken for the re-activation of your Debit Card).

13. Definitions and Interpretations

13.1 In this Section C (Debit Card Specific Terms), the following capitalised words have the following meanings.

“ATM”	means automated teller machine.
“Card-Not-Present”	refers to transactions made when the Debit Card is not physically present i.e., transactions made via the internet, by mail order or over the telephone.
“Card-Present”	refers to transactions made when the Debit Card is physically present i.e., transactions made at a point-of-sale terminal.
“Card Transaction”	refers to a transaction made on the Debit Card, including but not limited to cash withdrawals, retail purchases, balance inquiries, payment of bills, Recurring Payments and any other electronic banking service as the Bank may offer from time to time.
“Contactless”	refers to a feature available on the Debit Card to make transactions by tapping or waving the Debit Card at contactless readers or terminals.
“Debit Card”	means the debit card issued by the Bank (including any replacement and renewed card).
“Designated Account”	refers to the Main Account of your GX Account that the Debit Card is linked to for carrying out Card Transactions.
“Dynamic Currency Conversion” or “DCC”	refers to an optional service offered by certain overseas merchants or available for certain Overseas Transactions, which provides you with a choice to pay or withdraw cash in Ringgit Malaysia on the spot.
“Mastercard”	refers to Mastercard Inc., a payment processing corporation organised under the laws of the State of Delaware, United States of America.
“Merchant”	means a merchant recognised by the Bank for Card related transactions.
“MyDebit”	refers to a card payment network under PayNet that allows you to make payments for retail purchases by debiting directly from your Designated Account.
“On Hold Balance”	refers to the amount held or earmarked by the Bank for debit transactions that will be effected on the Debit Card but have not yet been debited from the Designated Account.
“Online Transaction Limit”	refers to the Transaction Limit available for Card-Not-Present transactions performed using the Debit Card.
“Overseas Transaction”	refers to a Card Transaction performed outside Malaysia.
“Passcode”	refers to the passcodes (or security codes) given by the Bank to you to access banking services which includes any password, personal identification number, digital certificate or any other codes as the Bank may from time to time for such access.

“PayNet”	means Payments Network Malaysia Sdn. Bhd.
“PIN”	refers to the 6-digit personal identification number used by you to validate a transaction.
“PIN & PAY Transaction Limit”	refers to the Transaction Limit available for Card-Present transactions performed using the Debit Card.
“Physical Debit Card”	refers to the Debit Card issued in the physical form and sent to your mailing address.
“Recurring Payment”	means the Bank’s automatic recurring payment of charges billed by a Merchant carried out in accordance with your instructions and such payment is then charged to your Designated Account.
“Transaction Limits”	refers to the daily limits for each type of transaction that may be performed using the Debit Card.
“Virtual Debit Card”	refers to the Debit Card issued in the digital form and available in the Bank’s mobile application.

D. FlexiCredit Line

This Section D (FlexiCredit Line) sets out the Specific Terms on which the Bank provides you with a FlexiCredit Line. References to Section A mean Section A (General Terms and Conditions) of these Terms. References to a clause number prefixed by ‘A’ mean the corresponding clause in Section A (General Terms and Conditions) of these Terms.

Overview of the FlexiCredit Line

The FlexiCredit Line is a line of credit that is accessible through the Bank’s mobile application.

You may apply for and open one (1) FlexiCredit Line in your name and perform multiple drawdowns up to your credit limit. You must make repayments in monthly instalments. No fees are chargeable, but additional late charges will accrue on late payments.

Funds drawn from your FlexiCredit Line will be disbursed into the Main Account of your GX Account. You may choose your preferred tenure for each drawdown, as well as your preferred repayment date for your first drawdown. Thereafter, the monthly repayment date for any subsequent drawdowns drawn by you will follow the monthly repayment date for the first drawdown, until all existing drawdowns are fully repaid. Subsequently, when you draw a new drawdown, you may choose your preferred tenure for another drawdown, as well as your preferred repayment date for such drawdown, and the monthly repayment date for any subsequent drawdowns drawn by you will follow the monthly repayment date you selected. You must make drawdown repayments within the Bank’s mobile application with funds from your GX Account.

We place focus on providing digital and paperless services to you, therefore you will be able to download your monthly statements from the Bank’s mobile application.

This **Section D (FlexiCredit Line Specific Terms)** sets out the Specific Terms on which the Bank provides you with the FlexiCredit Line (**“FlexiCredit Terms”**).

1. Application and Credit Limit

- 1.1. By applying for the FlexiCredit Line, you agree to be bound by these FlexiCredit Terms and the General Terms (collectively referred to as the “**Terms**”), including any amendments made from time to time. You are deemed to have read, understood and accepted every provision in these Terms.
- 1.2. In order to apply for the FlexiCredit Line, you must:
 - a. be of the age of 21 years and above and have full legal capacity; and
 - b. be a Malaysian citizen.
- 1.3. We may approve or reject your application for the FlexiCredit Line without giving any reasons.
- 1.4. We may request for additional documentation or information in connection with your application for the FlexiCredit Line if we deem necessary and appropriate.
- 1.5. Upon our approval of your application for the FlexiCredit Line, we will assign you a credit limit (“**Credit Limit**”) from which you may immediately drawdown a single drawdown or multiple drawdowns up to the Credit Limit, subject to these Terms.
- 1.6. The Credit Limit assigned to you will be determined by us at our discretion. Any request by you for a Credit Limit increase will be subject to our assessment.
- 1.7. Any principal amount which you repay on your outstanding drawdown(s) will be made available as credit for subsequent drawdowns.

2. Drawing Down from the FlexiCredit Line

- 2.1. The FlexiCredit Line allows you to drawdown a single drawdown or multiple drawdowns within the Credit Limit assigned to you. You may select your preferred amount and tenure for each drawdown, subject to approval by us and you agree to accept such amount and tenure of a drawdown as approved by us which will not exceed the amount and tenure you applied for.
- 2.2. Your FlexiCredit Line drawdown request must comply with the following conditions:
 - (a) the maximum amount that may be drawn cannot exceed your available Credit Limit;
 - (b) each drawdown must be a minimum of RM1000 (or such other amount as we may determine); and
 - (c) the purpose of each drawdown must be for personal use only.
- 2.3. Upon approval and disbursement of a drawdown, a corresponding amount of your available Credit Limit will be deducted accordingly and will be made available again in accordance with Clause 1.7 above. We will deduct any other fees and/ or charges imposed or incurred by us (if any) before disbursement of a drawdown.
- 2.4. Each drawdown will be disbursed into your GX Account and a corresponding drawdown account will be created for each drawdown drawn (“**Drawdown Account**”).
- 2.5. We will issue a FlexiCredit Drawdown Document to you for each approved drawdown. The FlexiCredit Drawdown Document is a computer-generated document and the contents of the FlexiCredit Drawdown Document will form part of these Terms.

3. Repayment

- 3.1. Each drawdown shall be repaid in equal monthly instalments over its selected tenure and each monthly instalment shall be a fixed amount consisting of both principal and interest. For each monthly instalment of a drawdown, we shall determine the proportion of the monthly instalment which relates to the payment of the principal amount and the interest amount so that your monthly instalments remain the same throughout the tenure of a drawdown.
- 3.2. The monthly instalment amount and the monthly repayment date will be stated in the FlexiCredit Drawdown Document issued to you in respect of each drawdown drawn. Due to interest rounding-off, the final monthly instalment amount of a drawdown may differ from the preceding monthly instalment amount, and the said final monthly instalment amount will be stated in the Drawdown Document. We may change the monthly instalment amount and tenure of a drawdown at any time by providing you twenty-one (21) days' prior notice.
- 3.3. For the drawdown of your first drawdown, you may select your preferred monthly repayment date (except for the 1st to the 3rd day of a month). The monthly repayment date for subsequent drawdowns will follow the monthly repayment date for the first drawdown.
- 3.4. If the repayment date selected (e.g. 31st day) does not exist in a certain month (e.g. February), the date of repayment for that month would automatically fall on the last day of that month (e.g. 28th day).
- 3.5. You must pay the full amount of the monthly instalment due in respect of a drawdown each month by the monthly repayment date (as stated in the FlexiCredit Drawdown Document issued to you in respect of the drawdown) throughout the tenure of the drawdown, or until the drawdown and all interest and other monies payable under the drawdown have been fully repaid. If you fail to pay the monthly instalment amount in full when due, you shall be liable to pay Late Charges Rate as set out in Clause 4.5 below.
- 3.6. Upon disbursement of a drawdown into your GX Account, the monthly instalments in respect of the drawdown are payable even if you do not withdraw or utilise the drawdown.
- 3.7. All monthly instalments in respect of a drawdown shall be paid within our mobile application via a fund transfer from your GX Account to the corresponding Drawdown Account of the drawdown or such other channels that we may make available to you from time to time.
- 3.8. If you opt to enable the auto debit function, on the monthly repayment date, the funds in your GX Account will be debited with such amount and the said amount will be credited to the Drawdown Account(s). Payments under auto debit function will first pay off the worst delinquent Drawdown account (if any), followed by any other drawdown(s). The auto debit function will only work if you have sufficient funds in your GX Account to cover your instalment(s). If you do not have sufficient funds in your GX Account, the auto debit will be rejected and you are responsible to manually perform fund transfer(s) from your GX Account to the corresponding Drawdown Account(s).
- 3.9. Each drawdown drawn will have a corresponding Drawdown Account (as set out in Clause 2.4 above) and any payment of a monthly instalment in respect of a drawdown must be credited to the corresponding Drawdown Account. A monthly instalment in respect of a drawdown shall not be considered as paid until the funds have been properly received by us in the corresponding Drawdown Account of that drawdown.

- 3.10. Should you choose to prepay in full or fully settle a drawdown before the end of the tenure of the drawdown, you must pay the total remaining outstanding balance on the drawdown which consist of the remaining principal balance, billed interest, fees and any arrears outstanding.

4. Interest Rate and Late Charges

- 4.1. Interest on a drawdown will be charged at the rate stated in the FlexiCredit Drawdown Document issued to you in respect of each drawdown drawn.
- 4.2. We have sole discretion to determine the interest rate applicable to each drawdown drawn.
- 4.3. If the drawdown date and the monthly repayment date for a drawdown does not fall on the same date, you will be charged a one-off odd day interest ("**First Payment (ODI)**"), calculated on a daily basis (on the basis of a 365-day year) from the drawdown date until the day before the first monthly repayment date of the drawdown. The First Payment (ODI) shall be due and payable by the First Payment (ODI) due date as set out in the FlexiCredit Drawdown Document issued to you in respect of the drawdown. If the drawdown date and the monthly repayment date in respect of a drawdown are on the same date, First Payment (ODI) will not be applicable.
- 4.4. The interest for each monthly instalment is calculated on the basis of a 360-day year on a reducing balance method by multiplying the effective interest rate per annum with the outstanding principal amount of the preceding month divided by 12.
- 4.5. If there is an overdue and/ or late payment of a monthly instalment (or any other interest, fees and charges), late charges (or default interest rate) of 1% per annum calculated on a daily basis (on the basis of a 365-day year) ("**Late Charges Rate**") will be chargeable on the amount in arrears calculated from the day immediately after the due date of the monthly instalment until the date of full payment, both after and before any demand or judgement.
- 4.6. We may revise the prescribed interest rate and /or the Late Charges Rate applicable to you from time to time by giving you twenty-one (21) calendar days' notice before the revised rate comes into effect.

5. Cancellation of FlexiCredit Line

- 5.1. You may cancel your FlexiCredit Line in full at any time at no fee, provided you fully repay all outstanding amounts due to us.

6. Events of Default

- 6.1. If any of the events stated in Clause 6.2 (each an "**Event of Default**") occurs:
- (a) we will not be under any further obligation and/ or commitment to you in relation your FlexiCredit Line and/ or any drawdown(s) drawn by you;
 - (b) all monies and interest then owing to us under any drawdown(s) drawn by you and any other monies owing to us by you will become immediately payable on demand by us;
 - (c) we will immediately become entitled to recover all monies and interest then owing to us with interest thereon at the Late Charges Rate together with any costs and fees due on your part; and
 - (d) we will be entitled to exercise all and any rights, remedies and powers which may be available to us under these Terms or as provided by law.
- 6.2. The following are Events of Defaults:
- (a) any of the events set out under Clause A18.3;

- (b) if you fail to observe, perform and comply with these Terms, the FlexiCredit Drawdown Document(s) or any notices issued by us;
- (c) your credit rating as determined by us has deteriorated;
- (d) if, in our reasonable opinion, there is a change or threatened change in circumstances which would materially and adversely affect your financial condition and/ or your ability to perform any of your obligations under these Terms and the FlexiCredit Drawdown Document(s);
- (e) if we suspect or have reasons to believe that any drawdown(s) drawn by you or any part of it is used for any unlawful activity;
- (f) if a change in Applicable Law makes it impossible or unlawful for us to continue making available your FlexiCredit Line and/ or any drawdown(s) drawn by you.

7. Rights of the Bank

7.1. In addition to any rights of suspension set out in the General Terms, we may, at our discretion, suspend any further drawdown of your available Credit Limit, including, without limitation, upon the occurrence of any of the following or should we have reason to believe any of the following will occur:

- (a) you do not pay any amount due to us on time; and
- (b) you become deceased, bankrupt or mentally incapacitated.

7.2. We reserve the right to review your FlexiCredit Line and/ or any drawdown(s) drawn by you at any time and from time to time, whether or not an Event of Default has occurred. Upon such review, we shall be entitled to impose further conditions as we deem necessary or to cancel, suspend, withdraw, terminate or recall your FlexiCredit Line and/ or any drawdown(s) drawn by you or any part thereof by giving you seven (7) calendar days' prior notice. Notwithstanding anything contained in these Terms, the drawdown(s) drawn by you and all interest, costs and fees due shall be payable by you on demand by us. You agree that we are not obliged to make or continue to make available the FlexiCredit Line and/ or any drawdown(s) drawn by you.

7.3. To the fullest extent permitted by law, we will not be responsible or liable for any charges, loss, damages, or liability of any kind you may suffer because of any delay or failure by us in approving any application or transmitting a drawdown to your GX Account or cancelling a drawdown.

7.4. You shall pay us all fees, costs, charges and expenses (including legal fees on a solicitor and own client basis) incurred by us in connection with these Terms and/ or the enforcement of, or preservation of any of our rights in connection with the drawdown(s) and/ or your FlexiCredit Line.

7.5. A Statement of Account signed by a duly authorised officer of the Bank shall be binding and conclusive evidence of the amount due under a drawdown in a court of law.

7.6. In addition to our rights contained in these Terms, we may appoint an agent of our choice to collect all and/ or any sums due and owing to us by you by giving you seven (7) calendar days' prior notice.

8. No Set-Off or Counterclaim

8.1 You shall not be entitled to deduct, set-off or counterclaim any amount which is owed or said to be owed by us to you from any amount due from you under a drawdown. You agree that nothing in the arrangements between us and you and/ or any other party shall prejudice or be treated as constituting an implied agreement restricting or negating any lien, charge, pledge, right of set-off or other right to which we are at any time otherwise entitled (whether by operation of law, contract or otherwise).

9. Suspense Account

- 9.1 If any monies paid to us or recovered by us in respect of your liabilities under a drawdown is less than the amount then owing to us, we may apply the monies towards payment of principal, interest, fees, or any amount due to us in such proportions and order, and generally in such manner as we deem fit. We may also choose to credit the monies or part of the monies into a non-interest bearing suspense account without any obligation to apply the monies or any part of the monies in or towards the settlement of your liabilities under a drawdown.
- 9.2 Notwithstanding such payment, in the event of your bankruptcy, we may prove for and agree to accept any dividend or composition in respect of the whole or any part of your debt due to the Bank.

10. Definitions and Interpretation

- 10.1 In this Section D (FlexiCredit Line Specific Terms), the following capitalised words have the following meanings:

“drawdown” or “drawn”	means your borrowing of funds from the FlexiCredit Line.
“FlexiCredit Line”	means the line of credit offered by us to you subject to these FlexiCredit Terms, from which multiple drawdowns may be drawn down by you with each drawdown to be repayable in monthly instalments.
“FlexiCredit Drawdown Document”	means the letter issued by us to you (via electronic mail) approving your drawdown of a drawdown.
“outstanding drawdown”	means a drawdown which has not been repaid.