



ALLIANCE BANK

## **Alliance Bank Biz-Xpress Card (“BXC”) Terms and Conditions**

## **Alliance Bank Biz-Xpress Card Terms and Conditions**

The Terms and Conditions herein shall govern the use of your Alliance Bank Biz-Xpress Card ("BXC") issued by Alliance Bank Malaysia Berhad ("the Bank") which is binding on you ("Customer"). You are deemed to have accepted these Terms and Conditions upon receipt of your BXC.

The Terms and Conditions herein may be superseded by variations, revisions or changes as may be made by the Bank from time to time, subject to prior notice and that your retention and/or use of your BXC after the effective date of such variations, revisions or changes shall constitute your unequivocal acceptance of such variations, revisions and/or changes.

All records and entries appearing in the Statement of Account shall be deemed to be correct and binding on you unless such written notice to the contrary shall have been received by the Bank within fourteen (14) days from the statement date as stated in the Statement of Account. In the absence of such notification from you, the Statement of Account shall be deemed as your conclusive confirmation and acceptance of all the transactions stated therein.

The Terms and Conditions herein shall also be read alongside with the Bank's Deposits' Terms and Conditions, Terms and Conditions for BizSmart® Online Service, and any other relevant Terms and Conditions in respect of the Account, as well as other rules and regulations as may be binding on and/or applicable to the Bank from time to time.

### **1. DEFINITIONS**

1.1 In this Agreement, unless the context otherwise requires:

**"Account"** means the current account which the Customer has or may have with the Bank at any time and includes those accounts opened by the Customer from time to time.

**"Alliance BizSmart® Service"** means the Bank's internet banking facilities or services for BizSmart®.

**"ATM"** means an automated teller machine or card-operated machine including but not limited to the machines belonging to the Bank or other banks located locally and/or internationally participating in the Shared ATM Network (SAN) or Mastercard ATM Network.

**"ATM Limit"** means the maximum combined limit that can be set by the Customer at the Bank's ATM for daily cash withdrawal and/or retail purchases made via MyDebit payment network, which shall be shared.

**"Authorised Cash Outlets"** means any branch, office and/or location designated by the Bank or any member institution of which are authorised to accept CIRRUS or SAN or any other brand owners of which the Bank is a member of Mastercard International to effect Cash Withdrawal.

**"Authorised Merchant"** means any retailer or person, firm or corporation who pursuant to a merchant agreement with the Bank agrees to accept or cause its outlet to accept BXC High Limit when properly presented for payment for the supply of goods and/or provision of services.

**"Authorised User(s)"** means any person(s) nominated and authorised by the Customer under the BXC application form to receive and use a BXC.

**“Bank”** shall mean Alliance Bank Malaysia Berhad (88103-W) and includes its successors-in-titles and permitted assigns.

**“Bills Payment Service”** means the services provided by the Bank to enable the Customer to effect payment of bills to Payee Corporation(s) through the use of Self Service Terminals (SSTs)

**“Biz-Xpress Deposit Card (“BXC Deposit”)**” means the card issued by the Bank for the purposes of depositing cash or cheques via the SSTs and includes any replacement card thereof.

**“Biz-Xpress High Limit Card (“BXC High Limit”)**” means the Biz-Xpress High Limit card issued by the Bank for the purposes of withdrawing or depositing cash or cheques via the SSTs, including MyDebit retail transactions and includes any replacement card thereof.

**“Cash Withdrawal”** means cash withdrawn from any Authorised Cash Outlets and ATM.

**“CDM”** means the Cash Deposit Machine belonging to the Bank.

**“CES”** means the Cheque Express Services belonging to the Bank.

**“CIRRUS”** means any banks or financial institutions participating in the Mastercard ATM network managed by Mastercard.

**“Contactless Reader/Terminal”** refers to the radio-frequency identification (RFID) secure reader equipped within a POS Terminal for making payments.

**“Contactless Transaction”** refers to a transaction made by tapping or waving the BXC High Limit in front of a Contactless Reader.

**“Corporate Administrator”** means any person(s) nominated and authorised by the Customer under the BXC application form to receive the BXC and PIN on behalf of the Customer, whom shall be the sole liaison person between the Bank and the Customer with regards to all communications with the Bank on BXC.

**“Customer”** means the businesses/corporations to whom and for whose use of a BXC is issued by the Bank.

**“Daily Limit”** means the daily limit set by the Bank. The daily limit is applicable for Cash Withdrawal and/or Retail Purchases made via MyDebit payment network and CIRRUS. The ATM withdrawal and Retail Purchases limit for MyDebit payment network are shared.

**“Monthly Limit”** means the monthly limit set by the Bank. The monthly limit is applicable for Cash Withdrawal and/or Retail Purchases made via MyDebit payment network and Cirrus withdrawals. The ATM withdrawal and Retail Purchases limit for MyDebit payment network are shared.

**“MyDebit”** means a Retail Purchase made by the Customer through a POS Terminal or Contactless Reader installed at the payment counter of any Authorised Merchant(s) that accepts the Bank’s BXC High Limit, and routed to MyDebit payment network.

**“POS Terminal”** means an electronic device belonging to the Bank or any other banks or financial institutions or any other third party in Malaysia or elsewhere that is used to process card payments at the Authorised Merchant outlets which accept payments.

**“Payee Corporation”** means corporation(s) which accept payment of bills by the use of Bills Payment Service.

**“Payment Order”** means an instruction given by the Customer to the Bank through the SSTs to make payments to Payee Corporation(s).

**“PIN”** means a six (6) digit personal identification number of the Authorised User used to access the Services offered through the use of the BXC.

**“Primary Account”** means the main account where SAN/CIRRUS/MyDebit transactions will take effect via the primary account as identified in the BXC application form.

**“Retail Purchase”** shall mean for the purpose of this Agreement, all payments for Card-Present-Transaction incurred using the BXC.

**“Security Codes”** means the security codes given by the Bank to the Customer for access to the respective Services comprising of the PIN, TPIN (for Phone Banking Services), TPIN and TAC (for Alliance BizSmart® Services), and includes any other user name, password, personal identification number, digital certificate or any other security codes as the Bank may issue from time to time for access to all or any of the Services and reference to the term “Security Codes” shall mean the security code or codes relevant to the respective Services as the context shall require.

**“Services”** means services offered to the Customer through SST, Debit Card, BizSmart®, Phone Banking and any other electronic banking service that the Bank may offer or introduce from time to time.

**“Shared ATM Network”** means an ATM network operation by Payments Network Malaysia Sdn. Bhd. (PayNet).

**“Statement of Account”** means a statement of account of the Designated Account reflecting the Transactions effected by the Customer using the Card which the Customer may access via Alliance BizSmart® Service.

**“SST”** means the Self Service Terminals which includes the ATM, CDM and CES.

**“Transaction” or “Instruction”** means any and all banking transactions effected through the use of the BXC and shall include but shall not be limited to Cash Withdrawal, Retail Purchase, payment, fund transfer, balance inquiry, deposit of cash or cheque, payment of bills, public share issue application services and any other electronic banking services as the Bank shall offer or introduce from time to time (whether via ATM, POS Terminal, Contactless Reader, BizSmart® Online or such other terminals or channels that is available to the Cardholder. For avoidance of doubt, the term “Transaction” or “Instruction” shall also include “Card Transactions”.

## **2. DELIVERY OF CARDS**

2.1 The Customer shall appoint a Corporate Administrator (as per the BXC application form) who shall be authorised to receive the BXC(s) on behalf of the Customer and distribute the BXC to the relevant Authorised User.

**3. ACCEPTANCE**

- 3.1 The Authorised User shall sign the BXC immediately upon receipt thereof. The signing of the BXC shall constitute an acceptance and agreement of the Terms and Conditions herein including those Terms and Conditions as may be amended by the Bank from time to time.

**4. BXC NOT TRANSFERABLE**

- 4.1 BXC is not transferable and the Customer shall ensure that each BXC is only used by the respective Authorised User.

**5. OWNERSHIP**

- 5.1 The BXC shall at all times remain the property of the Bank and shall be surrendered upon cancellation or upon demand by the Bank.

**6. CONFIDENTIALITY OF PIN**

- 6.1 The Authorised User undertakes not to disclose the PIN to any person, failing which the Authorised User shall be liable to the Bank for any debit entry in the BXC arising from any unauthorised transactions.

- 6.2 The PIN is strictly confidential and shall be kept secured by the Authorised User and should not be disclosed to anyone under any circumstances or for any reasons whatsoever. The Authorised User shall:

- a) sign the BXC as soon as it is received and comply with any security instructions; use a strong PIN which is hard to guess or imitate;
- b) protect the BXC, the PIN, and any card security details;
- c) not select a PIN or use the PIN negligently or recklessly which will contribute to or cause losses from any unauthorised transactions from the use of the BXC by any third party;
- d) destroy any notification of the PIN or the BXC security details and do not disclose the PIN to anyone else including the police and Bank staff;
- e) not allow another person to see the PIN when you enter it or it is displayed; and
- f) notify the Bank immediately (verbally and/or in writing) upon becoming aware of the PIN being exposed, used or known to a third party and cut the BXC in half across the magnetic stripe and chip ensuring it's completely damaged.

- 6.3 The Authorised User shall take reasonable steps to keep the BXC and PIN secure at all times, including at the Authorised User's place of residence. These include not:

- a) disclosing the BXC details or PIN to any other person;
- b) writing down the PIN on the BXC or on anything kept in close proximity with the BXC;
- c) using a PIN selected from the Authorised User's birth date, identity card, passport, driving license or contact numbers; and allowing any other person to use the BXC and PIN.

- 6.4 Should the PIN be disclosed, exposed or compromised for any reason whatsoever or should the Authorised User forgets his/her PIN, the Authorised User hereby undertakes to immediately notify the Bank verbally and/or in writing and return the card, cut into half, to the Bank.

**7. RESPONSIBILITY FOR TRANSACTIONS**

- 7.1 The Customer is allowed to link up to six (6) Deposit Accounts to the BXC. When more than one (1) Account is linked to the BXC, the Customer should designate one (1) of the Accounts as the Primary Account as per the BXC Application Form.
- 7.2 The Customer shall accept full responsibility for all transactions effected with the use of the BXC whether or not affected with the Customer's knowledge, approval or authority, provided the Daily Limit or Monthly Limit per day shall not exceed the maximum amount stipulated by the Bank with the use of the BXC.
- 7.3 Customers shall not hold the Bank liable, responsible or accountable in any way whatsoever:
- a) By reason of any loss, damage or injury other detriment by the Authorised User, if transactions are not honored for any reason whatsoever whether due to any mechanical fault or malfunction of any of the SST or any other service outlet or due to any loss or interruption of electricity supply or due to any cause beyond the Bank's control; and/or
  - b) For any loss or any other reason whatsoever arising from the use of the BXC.
- 7.4 The Customer irrevocably authorises the Bank to debit the Primary Account for transactions effected through the use of the BXC.
- 7.5 The Customer shall be liable for all transactions processed by means of a BXC whether or not they are carried out by the Customer or its Authorised User.
- 7.6 All Authorised Users act as agents of the Customer when using a BXC. The Customer will ensure that each Authorised User is aware of and complies with these Terms and Conditions.

**8. CONTACTLESS TRANSACTION**

- 8.1 The BXC High Limit supports Contactless Transactions which is MyDebit contactless. MyDebit contactless payment method is via MyDebit payment network that can be performed at any POS Terminal that displays MyDebit logo; and
- 8.2 Each Contactless Transaction is capped at RM250. In the case where the Contactless Transactions have exceeded the threshold of RM250 for each Contactless Transaction, the Cardholder is required to sign on a transaction sales draft generated from the POS Terminal or enter their PIN at the POS Terminal.
- 8.3 If the Contactless Transaction exceeds the cumulative contactless limit, the Cardholder can still make payment by inserting the Debit Card into the POS Terminal and enter PIN. Once the PIN is confirmed, a transaction sales draft will be issued upon authorisation.
- 8.4 The Contactless Transactions is subjected to the transaction Limit.

**9. LIABILITY OF CUSTOMER**

- 9.1 Authorised User is advised not to keep the PIN and the BXC together to protect the Customer's interest. Authorised User shall use all reasonable precautions to prevent loss or theft of the BXC.
- 9.2 The Corporate Administrator shall, during office hours, notify the Bank branch Manager at which the Primary account is maintained or alternatively call the Bank's Call Centre, immediately by telephone and provide written confirmation promptly thereafter in the event that a BXC is lost, stolen or used by someone other than the Authorised User or a PIN is disclosed to anyone other than the relevant Authorised User.
- 9.3 The Authorised User shall be liable for unauthorised transactions which requires PIN or Contactless Transaction if Authorised User has:
- a) acted fraudulently;

- b) delayed notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorised use of BXC;
  - c) voluntarily disclosed the PIN to another person;
  - d) recorded the PIN on your BXC, or anything kept in close proximity with the BXC;
  - e) left the BXC or an item containing the BXC unattended in places visible and accessible to others; or
  - f) voluntarily allowed another person to use your BXC.
- 9.4 Notwithstanding and without prejudice to the generality of the clauses in the Terms and Conditions herein the Customer shall expressly agree that the use of the BXC is at his own risk and shall assume all risk, incidental to or arising out of the use of the BXC. This includes the use of the BXC for any financial and non-financial transactions including the use of the BXC for the registration of any services, be it provided by the Bank or otherwise.
- 9.5 The Customer cannot use the BXC for any unlawful activities. If the Bank suspects or has reasons to believe that the BXC has been used for any unlawful activity, the Bank may take any actions that the Bank considers appropriate in order to meet any obligation or requirement in Malaysia or elsewhere in the world in connection with the prevention of any unlawful activity including but not limited to fraud, money laundering, terrorist activity, bribery, corruption or tax evasion or the enforcement of any economic or trade sanction. The actions that the Bank may take include immediately suspending or terminating the use of the BXC, making reports and taking such other actions as the Bank may decide as appropriate.
- 9.6 In the event of any proceedings in or analogous to bankruptcy or insolvency of the Customer, the Bank may prove for and agree to accept any dividend or composition in respect of the whole or any part of such money and liabilities against the Customer.

## **10. BILLS PAYMENT SERVICE**

- 10.1 It is the Customer's responsibility to settle the bills in full within the time period stipulated by the Payee Corporation(s). The Bank shall not be held liable for any expense, loss or damage suffered by the Customer as a result of the Customer's failure to comply with this Clause.
- 10.2 Any Payment Order made through the SST shall be deemed to be completed and final once the ATM has successfully executed the Payment Order and the Customer's Account is debited.
- 10.3 The Customer shall accept the Bank's records of Payment Order processed by the use of the Bills Payment Service as being conclusive and binding for all purposes whatsoever.
- 10.4 The Bank may from time to time with prior notice amend its list of Payee Corporation(s) or withdraw the Bills Payment Service in whole or in part and shall not be held liable for any loss or damage which may be suffered by the Customer as a result of such action by the Bank.
- 10.5 For the purpose of the Bills Payment Service through the SST, the transfer/deposit of funds shall be subjected to the respective Payee Corporation's minimum limit.
- 10.6 Where there is a dispute between the Customer and the Payee Corporation(s) in paid in excess than what is due to the Payee Corporation(s), the Customer shall settle such dispute with or obtain an adjustment or refund from, as the case may be, the Payee Corporation(s) and the Customer hereby agrees that the Customer shall not hold the Bank liable for any losses or damages which the Customer may incur arising from the dispute or payment of the excess amount.
- 10.7 Any instruction for transfer of funds made through the ATM shall be deemed to be completed and final once the ATM has successfully executed the instruction to debit the

Customer's Account and credit the beneficiary's account. It is the Customer's responsibility to advise the beneficiary of the transfer of funds.

10.8 Transfer of funds executed through the ATM to Accounts linked to the BXC is not subjected to the Daily Limit and Monthly Limit as specified in the Biz-Xpress Application Form.

10.9 Transfer of funds through the ATM to Accounts not linked to the BXC (own account or third party accounts) is subjected to the Daily Limit and Monthly Limit.

#### **11. FEES AND OTHER RELEVANT CHARGES**

11.1 The Customer agrees to pay the relevant Charges and authorises the Bank to debit his/her Primary Account, at any time notwithstanding that such debiting may cause the Account to be overdrawn.

11.2 The Charges may be varied from time to time by the Bank. Should there be any changes in the Charges; the Bank shall give twenty one (21) calendar days' notice.

11.3 The applicable fees and charges in relation to the Services (as may be updated from time to time), shall be displayed at the Bank's website at <https://www.alliancebank.com.my/general/fees-and-charges.aspx> and/or be available at any of the Bank's branches.

11.4 The Bank may impose and/or vary charges with prior notice to the Customer from time to time in relation to any Services or future Services provided by the Bank and/or the SAN. Such charges shall be debited from the Primary Account in which the transaction is performed.

#### **12. REPLACEMENT & ADDITIONAL**

12.1 Corporate Administrator shall provide written request to the Bank for any request for replacement of the BXC and the approval for such request is according to its policies of the Bank and shall be subjected to the Terms and Conditions prevailing at that time.

12.2 Any request for additional BXC shall be supported by the BXC Application Form and supporting documents and it is according to its policies of the Bank and shall be subjected to the Terms and Conditions prevailing at that time.

12.3 The Bank reserves the right to impose a charge for each replacement of the BXC which is lost or stolen or if the PIN is forgotten or to refuse replacement of the BXC without assigning any reasons therefor.

#### **13. TERMINATION AND/OR SUSPENSION OF BXC**

13.1 The Bank shall be entitled according to its policies to terminate the BXC at any time with prior notice to the Customer. Without prejudice to the aforesaid, the Bank shall also be entitled to terminate and/or suspend the BXC upon the occurrence of any one or more of the following events:

- a) if the Customer and/or Authorised User fails, neglects or defaults in the payment of any sum of money when due and payable to the Bank whether formally demanded or not;
- b) if the Customer and/or the Authorised User breaches any of the Terms and Conditions herein;
- c) if the Customer and/or the Authorised User have furnished false or inaccurate information to the Bank;
- d) if the Customer and/or the Authorised User exceeds his/her Daily Limit and/or Monthly Limit granted by the Bank;
- e) if the Customer and/or the Authorised User commits an 'act of bankruptcy' or have an order made against it or a resolution is passed or petition is presented against it for its winding up or goes into liquidation or a receiver is appointed over its assets or enters into a composition or other arrangement with its creditors;



f) if the Authorised User shall become insane or die.

#### **14. VARIATION**

- 14.1 The Customer agrees that the Bank shall have the right to, from time to time, to vary, add to, delete and/or amend the rates, fees, charges as well as any Terms and Conditions, not specifically referred to elsewhere herein, by notifying the Customer of such alteration by giving twenty one (21) Calendar Days' notice either through monthly statements or electronically or otherwise.
- 14.2 The notification in Clause 14.1 may be made by the Bank in the Statement of Account and/or in any other manner as the Bank shall in its discretion consider appropriate;
- 14.3 Any alteration referred to Clause 12.1 shall take effect on the date specified by the Bank. Retention or use of the BXC after the effective date specified by the Bank shall be deemed to constitute acceptance of such alteration without reservation by the Customer.
- 14.4 In the event the Customer shall not be agreeable to such alteration, the Customer shall immediately surrender the BXC and return it to the Bank, cut into half and with holes punched through both the SMART chip and magnetic strip, failing which the Customer shall be deemed to have accepted such alterations.

#### **15. EXCLUSION OF LIABILITY**

- 15.1 Notwithstanding any provisions contained herein, the Bank shall not be liable to the Customer and/or the Authorised User for any losses or damages of whatsoever nature and howsoever suffered in relation to these Terms and Conditions and the BXC due and attributable to the Customer.
- 15.2 Any transaction slip issued by SSTs on making withdrawal shall only represent what the Authorised User purports to have withdrawn and shall not for any purpose whatsoever be taken as a conclusive statement of the Customer's account(s) with the Bank.

#### **16. INDEMNITY**

- 16.1 The Customer undertakes to indemnify and keep indemnified the Bank fully and completely against all claims, demands, action, proceedings, loss, expenses (including legal cost as between solicitor and own client) and all other liabilities of whatsoever in nature or description which may be made, taken, incurred or suffered by the Bank in connection with or in any manner arising out of the use of the BXC by its Authorised User or issued to the Authorised User. The liability of the Customer shall be a continuing liability and shall remain in full force and effect until the liability to the Bank is fully discharged. This indemnity shall be binding upon the Customer and his or her personal representatives and heirs or successors in title.
- 16.2 The Bank shall not be liable for any act or omission of any of the SST or any other service outlets howsoever caused to Customer, including without limitation to any refusal to honour the BXC or any statement or other communication made in connection herewith or any defect or deficiency in goods or services supplied through the use of the BXC.
- 16.3 The use of BXC's by the Authorised User shall also be subjected to the prevailing Terms and Conditions governing the operation of the relevant accounts.
- 16.4 In the event the Customer is in partnership or in other unincorporated body of persons, the liability of all the partners of all the persons comprised in the relevant body of persons shall be joint and several.
- 16.5 The Customer shall remain liable in respect of all transactions entered into
- a) Prior to any notification to the Bank of loss or theft of the BXC and/or
  - b) By any person(s) with the PIN (whether authorised or unauthorised).

**17. TELECOMMUNICATION**

17.1 Subject to proper verification, the Bank may rely and act upon any verbal or written instructions received from the Corporate Administrator through any mode which is acceptable to the Bank including but not limited to, by telephone, online or facsimile. The Bank shall not be held liable to the Customer in any way for acting in good faith upon receiving such instructions notwithstanding that it is subsequently shown that the same was not given by the Customer or for any misunderstanding or damages suffered as a consequence of the Bank acting on or acceding to any such instruction or request.

**18. NOTICES**

18.1 The Cardholder shall promptly and without undue delay inform the Bank of any change of address and/or employment or business, his/her intention to be absent from Malaysia for more than thirty (30) days.

18.2 Any Statement of Account, correspondences or notices to the Customer may be delivered by hand or sent by telefax or electronic transmission or ordinary post to the Customer's last known address and such service shall be deemed effective upon delivery (if sent by hand) or at the time transmission by telefax or if transmitted by way of electronic transmission to the Customer email (as informed by Customer) on the date it is received or three (3) business days after the date of posting in which case such service shall be deemed effective seven (7) Calendar Days from dispatch, facsimile transmissions or posting.

18.3 Any failure on the part of the Customer to notify the Bank of any change of address resulting in the delay or the return of any Statement of Account, correspondences and/or notices shall not prejudice the Bank's right or entitlement under these Terms and Conditions.

18.4 Notwithstanding any provision herein, the Bank shall have the discretion to serve any notice whatsoever on the Customer by any other means, including but not limited to:

- a) one (1) daily newspaper advertisement;
- b) through any electronic means including but not limited to email and/or publication on a website;
- c) displaying the said notice, where appropriate, in the Bank's premises in which such notices shall be deemed to have been served to the Customer on the date the advertisement appears in the newspaper or the date the said notice was first displayed in the Bank's premises as the case may be; and/or
- d) Statement of Account.

**19. SERVICE OF LEGAL PROCESS**

19.1 The Customer hereby agrees that the service of any writ of summons or any legal process in respect of any claim arising from or connected with these Terms and Conditions may be effected by forwarding a copy of the same to the Customer by way of the prepaid registered post sent to the Customer's address as stated in the Bank's Account Opening Application Form or such other address notified by the Customer and received by the Bank from time to time or any other manner permitted by the relevant laws and such service shall be deemed good and sufficient service thereof on the Customer after the expiration of seven (7) days from the date of posting thereof notwithstanding that the same may be returned undelivered.

**20. CERTIFICATE OF INDEBTEDNESS**

20.1 A certificate signed by the officer of the Bank as to the monies for the time being due and owing to the Bank from or by the Customer shall be conclusive evidence or proof against the Customer for all purposes whatsoever including for purposes of any legal proceedings.

**21. SEVERABILITY**

21.1 The invalidity or unenforceability of any of the provisions herein shall not substantially nullify the underlying intent of these Terms and Conditions and the invalid or unenforceable provision shall be severable and the invalidity or unenforceability of any term or provision in these Terms and Conditions shall not affect the validity or

enforceability of the other terms or provisions herein contained which shall remain in full force and effect.

## **22. DISCLOSURE**

22.1 The Customer irrevocably consents to and authorises the Bank and its officers and employees to disclose and furnish all information concerning the Customer's particulars and affairs (financial or otherwise), account details, relationship with the Bank, the terms of agreement and any other matters relating to the Customer or its business and operations to the following classes of persons in such manner and to such extent as the Bank according to its policies may consider necessary.

- a) the Bank's related companies by virtue of Section 7 of the Companies Act 2016 or any associated company of the Bank (the Bank together with the aforesaid related/associated companies are collectively referred as "Alliance Bank Group") and their assignees and successors-in-title. For avoidance of doubt, disclosure to Alliance Bank Group shall be for facilitating the operations, businesses, cross-selling and other purposes of the Bank and/or the Alliance Bank Group provided always that the disclosure for cross-selling purposes shall not be effected if such disclosure is objected by the Customer upon written notification to the Bank;
- b) any person for or in connection with any action or proceeding taken to recover monies due and payable by the Customer to the Bank;
- c) regulatory bodies, government agencies, tax authorities, the police, law enforcement bodies and courts, both within and outside of Malaysia including pursuant to the Foreign Account Tax Compliance Act of the United States;
- d) other banks or financial institutions including Cagamas Berhad, Credit Guarantee Corporation (Malaysia) Berhad (if applicable) and any other relevant authorities as may be authorised by law to obtain such information, or such authorities/agencies established by Bank Negara Malaysia, or any agencies established by the Association of Banks in Malaysia/Association of Islamic Banks in Malaysia;
- e) the Bank's accountants, auditors, solicitors, advisors, consultants and/or other agents as may be required for the proper performance of their functions, duties and obligations to the Bank and the Alliance Bank Group;
- f) the Bank's service providers, nominees, agents, contractors or third party service providers engaged by the Bank and its related or associated companies to carry out the Bank's functions and activities;
- g) any entities which the Bank deems fit taking into consideration public interest, allegations of fraud/forgery/any crime allegedly committed through the Account and/or by the Customer;
- h) an external party as may be required for any corporate exercises/due diligence activities undertaken by the Bank and/or Alliance Bank Group;
- i) any party(ies) which in the future may express intention to acquire an interest/shareholding in the Bank pursuant to any proposed arrangement, composition, merger, acquisition/restructuring between the Bank and such parties; and
- j) any other persons or entities with the Customer's prior consent.

## **23. FORCE MAJEURE**

23.1 Without prejudice to any provisions of this Agreement, the Customer agrees not to hold the Bank liable in the event that the Bank is unable to perform in whole or in part any of its obligations under this Agreement, attributable directly or indirectly to the failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, industrial dispute, any act beyond the Bank's control or due to any factor in a nature of a force majeure.

**24. GENERAL DECLARATION**

24.1 The Customer acknowledges that a copy of the Product Disclosure Sheet (“PDS”) from the Bank (via the Branch or website at [www.alliancebank.com.my](http://www.alliancebank.com.my)) has been obtained.

24.2 The Customer authorises the Bank, from time to time, to access, obtain, verify and/or use any data or information from any source (including credit reference agencies, Bank Negara Malaysia (“BNM”), the Credit Bureau and/or the Central Credit Reference Information System (“CCRIS”) and such relevant authorities) for purpose of evaluation of credit standing, usage of this product and any facility or service that the Customer has or may have (whether or not with the Bank).

**25. DISPUTES**

25.1 If there are any service related queries or complaints, you may write to [info@alliancefg.com](mailto:info@alliancefg.com).

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

**26. ANTI-BRIBERY AND CORRUPTION**

26.1 The Bank has instituted and maintains policies and procedures designed to prevent bribery and corruption by the Bank and its directors, officers, or employees; and to the best of the Bank’s knowledge, neither the Bank nor any director, officer, or employee of the Bank has engaged in any activity or conduct which would violate any anti-bribery or anti-corruption law or regulation applicable to the Bank. The Bank has not, and covenants that it will not, in connection with the conduct of its business activities, promise, authorize, ratify or offer to make, or take any act in furtherance of any payment, contribution, gift, reimbursement or other transfer of anything of value, or any solicitation, directly or indirectly to any individual.

26.2 By virtue of applying for this product, Cardholder hereby acknowledges that it has been made aware of the Bank’s anti-bribery and corruption summary of the policy available at <https://www.alliancebank.com.my/Anti-Bribery-and-Corruption-Summary-of-Policy.aspx> and further covenants/undertakes that it shall not indulge in such corrupt practices in whatsoever manner whether directly or indirectly with any directors, officers or employees of the Bank.

**27 HOW TO CONTACT US**

27.1 For further assistance, please call our Customer Service Centre at 1300-803388 or visit any Alliance Bank branch.