

## AFFIN DIVENTIUM Banking Membership Terms and Conditions

### 1. Definitions

- 1.1 **“Bank”** shall refer to Affin Bank Berhad and Affin Islamic Bank Berhad.
- 1.2 **“Customer”** shall refer to individuals maintaining any of the Products (as defined in Clause 1.5 below) with the Bank, either singly or jointly. In cases of joint account holders, Customer refer to both joint account holders.
- 1.3 **“Membership”** shall refer to AFFIN DIVENTIUM Banking Membership.
- 1.4 **“Member”** shall refer to the Customer who has successfully subscribed for Membership with the Bank in which the Customer has accepted this Terms and Conditions (as defined in Clause 1.7 below) and their application for Membership has been approved by the Bank.
- 1.5 **“Products”** shall refer to the following: -

Products	
Affin Bank Berhad Conventional	Affin Islamic Bank Berhad Islamic
Deposit Products	Deposit-i Products
Investment Products	Shariah-Compliant Investment Products
Insurance Products	Takaful Products

- 1.6 Investable Assets (**“IA”**) shall refer to a holding of any or combination of the Bank’s Products under the category set out below:

Products		Investable Assets Calculation
Affin Bank Berhad Conventional	Affin Islamic Bank Berhad Islamic	
Deposit Products	Deposit-i Products	IA is based on balances at the end of the day
Investment Products	Shariah-Compliant Investment Products	IA is based on the investment amount
Insurance Products	Takaful Products	IA is based on the first-year annualised premium or monthly contribution

- 1.7 **“Terms and Conditions”** shall refer to this AFFIN DIVENTIUM Banking Membership Terms and Conditions.
- 1.8 **“AFFIN DIVENTIUM Account/-i”** shall refer to AFFIN DIVENTIUM Current Account/-i and/or AFFIN DIVENTIUM Savings Account/-i.

### 2. Eligibility for Membership

- 2.1 Application for the Membership shall be by way of invitation by the Bank to the Customer, based on Membership Criteria as stated in Clause 2.2 below.
- 2.2 The qualifying criteria for Membership are as follows (**“Membership Criteria”**): -
- (i) Customer who maintains a minimum of RM2,000,000.00 in aggregate in its IA (**“Minimum Aggregate Amount”**); or

- (ii) Customer who obtains mortgage loan/ financing with a minimum approved loan/financing amount of RM2,000,000.00 from the Bank; or
  - (iii) The Customer who obtains hire purchase loan/hire purchase-i financing with a minimum approved loan/financing amount of RM500,000.00 from the Bank.
- 2.3 The Customer shall maintain a good reputation and not be in default or breach of any facility(ies)/agreement(s) with the Bank.
- 2.4 The Bank reserves the right to approve or reject any application for Membership without assigning any reason and incurring any liability to the Customers even if the Customers have met all criteria applicable for the Membership.

### **3 Minimum Aggregate Amount**

- 3.1 Member shall maintain the Minimum Aggregate Amount in accordance with Clause 2.2(i) in his/her individual or joint IA.
- 3.2 In the event the Member fails to meet the minimum qualifying criteria, the Bank may request the Member to top-up or maintain the Minimum Aggregate Amount, within a specific period, as stated in the Bank's written notice or communication. If the Member fails to do so within the stipulated time and the Minimum Aggregate Amount in the Member's IA continues to remain below the minimum qualifying criteria as stated in Clause 2.2(i), the Bank may terminate, cancel, downgrade (to other membership) and/or suspend the Member's Membership in accordance with Clause 5.2 (iii) below.

### **4 Right to Review**

- 4.1 The Bank may perform regular review on the Member's Membership and shall have the right to revise or downgrade the Membership to other membership, as the Bank deems fit.

### **5 Termination of Membership**

- 5.1 Any Member may opt to terminate his Membership by giving the Bank or the dedicated Private Wealth Management a written notice via mail or email or by hand.
- 5.2 The Bank has the right to terminate, cancel, downgrade (to other membership) and/or suspend the Membership of the Member by virtue of any laws, court orders, regulations, enactments and/or upon the occurrence of any of the following events:
- (i) If the Member passed away;
  - (ii) If the Member has a bankruptcy notice presented against him or is declared bankrupt;
  - (iii) If the Member is no longer meeting the Membership Criteria;
  - (iv) If the Member breach any term of this Terms and Conditions or Other Terms (as defined below) or any other agreement or terms and conditions entered with the Bank;
  - (v) If there is an occurrence of an event or the Member causes an event of default or any event which may result in the blocking/freezing/termination/suspension/cancellation/restriction/closing under or of any facilities/services/product granted by the Bank;
  - (vi) If the Bank is of its own opinion that the granting the Membership will affect the Bank's interest or reputation; and/or
  - (vii) If the Member misuses the privileges and benefits granted by the Bank under the Membership.

- 5.3 Upon termination of the Membership, the Member shall no longer be eligible to enjoy the Membership's privileges, benefits and service and the Bank shall be entitled to close the Member's AFFIN DIVENTIUM Account/-i. For joint account, the account will not be closed by the Bank if the remaining or surviving accountholder remains a Member.
- 5.4 Any Member who wishes to continue the Membership upon cancellation or termination of Membership shall be required to submit a new membership form and any additional costs incurred for issuance of new debit card/-i and other costs related to the re-application shall be borne by the Member.

## **6. Fees and Charges**

- 6.1 The Bank reserves the right to impose and/or revise a monthly/quarterly/half-yearly/yearly membership fee, service charges, levies on any of the services or any sum as may be determined by the Bank by giving twenty-one (21) calendar days' notice to the Member prior to the date of implementation. The fees, charges and levies deducted are not refundable.
- 6.2 All Products are subject to their respective fees and charges as stipulated in each Product's terms and conditions.
- 6.3 The Member authorises the Bank to debit any of the Member's account(s) for such fees, charges or levies from time to time and if no account has been designated for this purpose or if the designated account has insufficient funds, the Bank is authorised by the Member to debit any other account within the Bank held by the Member for this purpose with prior notice or with the Member's concurrence.

## **7 Change of Address**

- 7.1 The Member shall promptly notify the Bank in writing of any changes in his/her/their address.
- 7.2 In addition, the Member shall also promptly notify the Bank in writing of any change of his/her/their current employment and/or office address.

## **8 Notices and Communications**

- 8.1 Any correspondence or notice to the Member may be delivered by hand, prepaid post or in any mode and manner the Bank deems appropriate to the Member's address recorded in the Bank or to such other addresses or e-mail address notified by the Member to the Bank from time to time.
- 8.2 The notices or other communications are given to the Member:
- (i) in the case of post, five (5) days after the date of posting;
  - (ii) in the case of electronic mail, on the day it is sent provided that the Bank has not received a failed or undeliverable message from the host provider on the day of transmission;
  - (iii) in the case of personal delivery, at the time of delivery on a working day within working hours; or
  - (iv) in the case of courier, at the time of delivery.

## **9 Indemnity and Liability**

- 9.1 The Member shall fully indemnify the Bank against all costs and expenses (including legal fees on an indemnity basis) incurred by the Bank in enforcing this Terms and Conditions and the recovery of any amounts due to the Bank or incurred by the Bank in any legal proceedings of whatever nature. Where the Membership is extended to two or more Members, they shall be jointly and severally liable for any liabilities incurred herein.
- 9.2 The Bank shall not be responsible and/or liable nor shall it accept any form of liability of whatsoever nature and howsoever arising or suffered by the Member resulting directly or indirectly from the Member's participation in the Membership (save and except such losses or damages are caused by Bank's gross negligence, fraud or misconduct): -
- (i) as a result of any unauthorised transactions carried out on the Member's account(s) before the Bank has actual written notice of the same or before the Bank is able to prevent such unauthorised transactions from being carried out; or
  - (ii) in the event the Bank is unable to perform any operations or to provide any of the services due to any reason beyond the Bank's control including but not limited to fire, earthquake, landslides, flood, epidemic, natural catastrophe or act of God, accident, riots, civil disturbances, industrial disputes, act of public enemy, embargo, war, fuel supply or any factor in nature of a force or beyond the control of the Bank, and in the event the Bank is found liable, the Bank's sole and entire liability for such demands, claims or action shall not exceed the amount of the transaction involved which gave rise to the claim.

## **10 Other Terms and Conditions**

- 10.1 The Member agrees to be bound by this Terms and Conditions including any amendments or variation made hereto.
- 10.2 This Terms and Conditions shall be read together with the **Generic Terms & Conditions Applicable for All Deposit Accounts/Products/Services** ("GTC") and terms and conditions governing the Products (collectively referred to as "Other Terms"). In the event of any discrepancies between this Terms and Conditions and Other Terms, this Terms and Conditions shall prevail on matters relating to the Membership.
- 10.3 The Member may not assign and/or transfer any of his/her rights and obligations under this Terms and Conditions. The Bank may assign and/or transfer all or any of its rights, title, interests and obligations under this Terms and Conditions to any person as the Bank deems fit.
- 10.4 This Terms and Conditions shall be binding upon the heirs, personal representatives, executors and successors in title of the Member and on the successors in title and assigns of the Bank.
- 10.5 No forbearance, neglect or waiver by the Bank in the enforcement of any of this Terms and Conditions will prejudice the Bank's right thereafter to strictly enforce the same.
- 10.6 If any terms in this Terms and Conditions become invalid, illegal or unenforceable, the invalid, illegal or unenforceable clause is to be treated as not having been included in this Terms and Conditions and the remainder of this Terms and Conditions shall continue to be effective and in force and shall not be affected in any way by the invalid, illegal or unenforceable clause.

- 10.7 The Bank shall at its discretion amend, change, modify and/or delete the Terms and Conditions upon giving twenty-one (21) calendar days' notice to the Member and any changes will be announced on the Bank's website at [AffinAlways.com](http://AffinAlways.com) and/or via any other channel(s) that the Bank may consider as appropriate.
- 10.8 This Terms and Conditions shall be governed by and construed in accordance with Malaysian laws. The Member irrevocably submits to the non-exclusive jurisdiction of the courts of Malaysia.
- 10.9 The AFFIN Group Privacy Notice as contained in our website at [AffinAlways.com](http://AffinAlways.com) shall apply.
- 10.10 The Member confirms that he/ she has read, understood and agreed to be bound by the AFFIN Group Privacy Notice.
- 10.11 In the event of a complaint relating to the Membership, the Member may lodge a note with the dedicated Private Wealth Management or respective branch/centre at which the account is maintained. Alternatively, the Member may complete Online Feedback Form which is available at [AffinAlways.com](http://AffinAlways.com) or by email to [yourvoice@affingroup.com](mailto:yourvoice@affingroup.com).
- 10.12 The Member is reminded to read and understand this Terms and Conditions. If there are any terms and conditions of this Terms and Conditions that the Customer does not understand, the Customer is advised to seek independent advice and/or discuss further with the Bank's representative or your dedicated Private Wealth Management.