

TERMS AND CONDITIONS OF AMANAH SAHAM NASIONAL BERHAD (ASNB) SERVICES

The following terms and conditions ("Terms and Conditions") govern your access and use of these services as provided by Bank Islam. By accessing and/or using the services, you agree to link your ASNB Account(s) with the Services and be bound by the Terms and Conditions. If you do not accept any or all of the Terms and Conditions, please immediately discontinue your access and/or use of the Services. Your continued access and/or use of the Services shall be deemed as your acceptance of the Terms and Conditions and its amendment thereto.

This Terms and Conditions shall be read together with Terms and Conditions of Bank Islam Internet and Mobile Banking, Frequently Asked Questions (FAQ) of ASNB via Internet Banking and the relevant terms and conditions applicable to ASNB Account.

You are advised to read and understand the above-mentioned Terms and Conditions before subscribing to any products or services and/or participating in any of Bank Islam's campaigns and promotions.

1. Definitions

In this Terms and Conditions, unless the context requires otherwise, the following words and expressions shall have the following meaning:

| Terms | Definitions |
|----------------|---|
| ASNB | Amanah Saham Nasional Berhad (Registration no: 197901003200 (47457-V)). |
| ASNB Account | ASNB Funds that you are currently subscribed to via an ASNB branch or agent. There are 2 types of ASNB Fund: |
| | a. Fixed Price Fund – Any fixed price fund managed by ASNB namely, Amanah Saham Bumiputera (ASB), or ASB 2, or ASB 3 Didik, or Amanah Saham Malaysia (ASM), or ASM 2 Wawasan, or ASM 3 and will include any fixed price funds managed by ASNB in the future. |
| | b. Variable Price Fund – There are 2 types of variable price fund namely Variable Historical Price Fund and Variable Forward Price Fund. Variable Historical Price Fund is any historical price fund managed by ASNB namely, Amanah Saham Nasional (ASN), or ASN Equity 2, or ASN Equity 3, or ASN Imbang 1, or ASN Imbang 2, or ASN Sara 1 and will include any historical price funds managed by ASNB in the future). Variable Forward Price Fund is any forward price fund managed by ASNB namely ASN Equity 5, or ASN Sara 2 and will include any forward price funds managed by ASNB in the future). |
| ASNB Fund | ASNB Funds that are made available by Bank Islam to its customers via Internet Banking. |
| Cloud Services | The on-demand availability of computer system resources, especially data storage and computing resources (e.g., computing power, networks, servers, storage, applications, and services) provided by a Cloud Service Provider that can be rapidly |

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| Definitions | |
| provisioned and released with minimal management interaction. | nt effort or service provider's |
| A commercial organization that provides Cloud Services to ASNB employee who uses and access the Cloud Services subscribed by ASNB. | |
| Document issued by ASNB consist of information a | about ASNB Funds. Normally |

| a. | Master Prospectus – which consists of information about all ASNB Funds available at the time of the issuance and about new fund launched by ASNB after the issuance of Master Prospectus. |
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b. Supplementary Master Prospectus – which may consist new, additional and/or amended information of the existing ASNB Funds stated in the Master Prospectus after the issuance of the Master Prospectus.

| Product Highlight Sheets or PHS | Document that contains clear and concise information of the salient features of the unlisted capital market product i.e. ASNB Fund. |
|------------------------------------|---|
| Services | ASNB services that are made available by Bank Islam to its customers via Internet Banking. The full list of ASNB services is available on https://www.bankislam.com/ |

these are the types of prospectuses:

2. Service Availability

Terms

Cloud Service

Provider

Prospectus

- 2.1 The Services are made available to Bank Islam customers who have existing investment in any ASNB Fund, subject to the individual customer's investment eligibility limit and fund availability. You are required to refer to ASNB website (www.asnb.com.my) for the latest update on fund availability status.
- 2.2 The parent or legal guardian for a Minor Account (Akaun Bijak/ Remaja) may use the Services subject to such limits and conditions as may be fixed or specified by ASNB from time to time.
- 2.3 Unless notified otherwise, Services of financial transaction (monetary movement is involve, i.e. subscription) are available via Internet Banking from 2am to 9pm daily, is subject to the transaction cutoff time as stated below:
 - a) For ASNB Fixed Price Fund: No cut-off time. Transaction will be processed immediately.
 - b) For ASNB Variable Historical Price Fund: Cut-off time is at 4pm of a business day and any transaction made after 4pm will be processed on the next business day.
 - c) For ASNB Variable Forward Price Fund: Your subscription will be updated within 2 business days (if the transaction is performed before 4pm) or up to 3 business days (if the transaction is performed after 4pm).
- 2.4 Services of non-financial transaction (non-monetary movement i.e. account linking maintenance, favourite account maintenance and balance enquiry) are available 24 hours a day, 7 days a week.



2.5 In any circumstance or event, you may opt to use alternative methods to perform subscription, redemption, transfer, switching, or any other non-financial transaction of ASNB Funds at any ASNB branch or agent throughout Malaysia.

3. Your Responsibilities

- 3.1 You must read and understand the content of the Prospectus as well as PHS before subscribing to any ASNB Funds. A printed copy of the Prospectus, PHS and ASNB application form can be obtained from any ASNB branch or agent.
- 3.2 You shall consider the risks of investing and the fees and charges involved. Fund prices and distribution payable, if any, may go up and down in accordance with the market condition. Past performance of a fund should not be taken as indicative of its future performance.
- 3.3 The electronic Prospectus and PHS are made available purely for informational and archiving purposes, though the fund may be closed. You can view the Prospectus and PHS of each fund available in <u>ASNB</u> website.

4. Your Undertakings

- 4.1 You hereby declare that you have not been adjudicated a bankrupt person nor has there been any petition for bankruptcy(ies) filed against you or there is a judgment against you outstanding for more than thirty (30) days at the date herein.
- 4.2 You understood and acknowledged that ASNB Funds are NOT deposits nor guaranteed by Perbadanan Insurans Deposit Malaysia (PIDM). Money withdrawn from your insured deposit (s) is no longer protected by PIDM if transferred to an ASNB account.
- 4.3 You are aware that Bank Islam is an Institutional Unit Trust Advisor (IUTA) for the distribution of unit trust funds issued by ASNB.
- 4.4 All investments made are based on your independent judgment and at your own risk. You hereby acknowledge and agree that there are inherent risks in accessing and using the Services. You are responsible for making your own assessment when accessing and using the Services.
- 4.5 You undertake to ensure that you key-in or select the accurate ASNB account number and/or any applicable details when using the Services. Bank Islam and ASNB shall not be held liable for any error or mistake made by you in performing the transactions.
- 4.6 You undertake and agree that all details given are true and accurate and that the funds invested does not contravene the relevant laws of Malaysia, including but not limited to the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (AMLATFPUAA 2001), Foreign Account Tax Compliance Act (FATCA a federal law of the United States) and Common Reporting Standard (CRS). Bank Islam and ASNB reserve the right to terminate all relationship(s) with you if you are found to have breached and/or not in compliance with any laws of Malaysia, rules and regulations on AMLATFPUAA 2001.



5. Fund Prices, Fees and Charges

- 5.1 Price of units for Variable Price Funds is based on the Net Asset Value (NAV) of the fund and the of funds' NAV available ASNB website information the is on at https://www.asnb.com.my//dpv2 thedisplay-tv EN.php/ (English) or https://www.asnb.com.my/dpv2 thedisplay-tv.php (Malay).
- 5.2 For sales charges related to Variable Price Funds, please refer to ASNB website at https://www.asnb.com.my/.
- 5.3 Fee or charge may be imposed when you use the Services. Please refer to <u>www.bankislam.com</u> for more information.
- 6. Transaction
- 6.1 ASNB shall process your transaction upon receipt of payment from Bank Islam, subject to the Terms and Conditions herein. You may check the transaction status via Bank Islam branches, Contact Center, Internet Banking and/or at the nearest ASNB branches or agents.
- 6.2 If the transaction is rejected by ASNB, Bank Islam shall reimburse you within 5 working days upon receiving refund payment from ASNB subject to cut-off time as per Clause 2.3.
- 6.3 You acknowledge that when ASNB issues a Supplementary Prospectus, your application for units in the scheme cannot be withdrawn where a supplementary prospectus has been registered after the issuance or transfer of units to you.

7. Information Disclosure

- 7.1 You understand and agree that Bank Islam will collect, store and process your personal data to provide you with the Services. Such personal data includes your and/or your children:
 - a) Name;
 - b) NRIC number;
 - c) ASNB account number;
 - d) Other categories of personal data as per Bank Islam Privacy Notice that available at Bank Islam website at <u>www.bankislam.com</u>; and
 - e) Any relevant information that is applicable under the relevant law.
- 7.2 You hereby give your consent for Bank Islam to reveal details of your personal information as mentioned in Clause 7.1 above, source of funds with beneficiary and purposes of the transaction ("Required Information") to ASNB or other relevant entities involved in the collective investment scheme, including Securities Commission. The Required Information provided will be in connection with the Services and transactions performed only and are for the purposes of complying with relevant requirements under the law.
- 7.3 ASNB may enter into agreement with any third-party service provider, locally or internationally, to provide Cloud Services and other services in relation to these Services. In doing so, ASNB may be required to share your and/or your beneficiary Information with ASNB Cloud Service Provider for the purpose of performing their services and ASNB will ensure that the said service provider protects the confidentiality of the information and not to use it for any other purpose. By proceeding with these Services, you and your beneficiary consented for ASNB to use and disclose your and your beneficiary information as mentioned in Clause 7.1 to the Cloud Services Provider subscribed by ASNB.



General Terms & Conditions

- Any information given by Bank Islam is for reference only. Bank Islam or ASNB shall not be liable or responsible for the accuracy of the information so given unless Bank Islam or ASNB is negligent or reckless in providing such information.
- 9. Nothing in Bank Islam's materials (printed or digital) which contained information on relevant funds or investment reports may be construed by you as investment advice and/or as a recommendation and/or an opinion on the relevant fund or investment.
- 10. Subject to Termination of Service Clause of Terms and Conditions of Bank Islam Internet and Mobile Banking, Bank Islam may terminate your access to the Services at any time if you have breached any of these Terms and Conditions.
- 11. You agree that Bank Islam shall not be held liable for any damages, costs or losses (including personal injury and loss of profits) that you may suffer as the result of using the Services (including cyber security breaches, cyber security crimes or losses resulting from internet delays) unless it is due to Bank Islam gross negligence, misconduct or fraud. You also shall not held Bank Islam liable for any technical failures, intervention, interruptions and/or electronic or human error in the administration and/or processing of the transaction performed using the Services unless it is due to Bank Islam gross negligence, misconduct or fraud.
- 12. To the fullest extent permitted by law, Banks Islam do not represent, warrant or guarantee the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the Services.
- 13. Banks Islam shall not be liable for any default of its obligations in relation to the Services due to any force majeure event which includes but not limited to act of God, war, riot, lockout, industrial action, fire, flood, drought, storm, pandemic or epidemic, or any event beyond the reasonable control of Bank Islam.
- 14. The terms and conditions shall be governed by the laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.
- 15. If you wish to contact us for any other reason, please contact our Contact Centre at 03 26 900 900.