

Enumerated below are the Terms and Conditions governing the opening and operation of Conventional Account in Bank Simpanan Nasional. By opening Conventional Account, the Customer hereby agrees to abide and to be bound by the following rules and regulations, inclusive of variation that may be prescribed by the Bank from time to time.

A. GENERIC TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. Unless otherwise expressly specified, the following definitions and interpretations shall apply:
- (a) **“Account”** means BSN GIRO, BSN GIRO Company Account, BSN GIRO eSaver BSN Basic Savings, BSN GIRO Premium and BSN GIRO Premium Company Account, BSN CHES (Child Higher Education Savings Scheme), and BSN SEDAR (Skim Simpanan Dari Pendapatan).
 - (b) **“Adequate notice”** means twenty one (21) calendar days’ notice prior to the effective date.
 - (c) **“Bank”** means Bank Simpanan Nasional.
 - (d) **“Bank’s website”** refers to Bank’s official website that is www.bsn.com.my.
 - (e) **“BSN Internet Banking”** refers to the Bank’s Internet Banking that is www.mybsn.com.my.
 - (f) **“Customer”** means the Account holders including individuals, partnerships, sole-proprietorships, companies, clubs, associations, organizations and statutory bodies, unless otherwise stated in this Terms and Conditions or by the Bank from time to time.
 - (g) **“Security Details”** shall include but not limited to an Electronic Banking Password and any other confidential information and/or security codes used in relation to the Customer’s Account.
 - (h) The subtitle headings and the division of provisions into sections and clauses in these Terms and Conditions are only for the purpose for ease of reference and shall not be considered in the interpretation of the provisions of these Terms and Conditions.
 - (i) Words importing the singular shall include the plural and vice versa.

2. ACCOUNT OPENING

- 2.1. The opening of the Account is made through the Bank’s prescribed form and subject to the Bank’s requirements including minimum age, minimum deposit, identification documents and such other requirements which may be imposed by the Bank from time to time.
- 2.2. Customer agrees and gives consent to the Bank to perform any search (if necessary) and/or due diligence on the Customer’s details as required under the Bank’s policies.
- 2.3. Customer hereby agrees that the Bank has the right to require Customer to submit any supporting document for the purpose of opening an Account, whenever necessary.
- 2.4. The Bank reserves the right to reject any application by the Customer to open the Account if the Customer failed to submit a valid and accurate information and/or documents or the Customer does not meet any requirements and/or additional requirements imposed by the Bank on Account opening.
- 2.5. Trust Account may be opened by a parent or a legal guardian as a trustee of a children/ nominee who is under the age of seven (7) years old. The Trust accounts may also be opened for other reasons deemed appropriate by the Bank.

- 2.6. Issuance of debit card pursuant to the Account shall be subjected to terms and conditions related to debit card. No issuance of Debit Card for opening of BSN CHESS and BSN SEDAR.

3. DEPOSIT AND WITHDRAWAL

- 3.1. Customer hereby agrees that the Bank has the right to request any supporting documents from Customer for the purpose of deposit transaction, whenever necessary.
- 3.2. Every deposit shall be accompanied by a receipt issued by the Bank. A receipt issued by the Bank is only valid if it is machine-validated and/or acknowledged by the Bank's authorised officer.
- 3.3. Deposit may be made at any of the Bank's branches, cash deposit machine (CDM), agent banking, BSN Internet Banking and/or any other channels that may be provided by the Bank from time to time.
- 3.4. Deposit via cheque will only be credited into the Account upon clearance of the cheque. In the event of a dishonoured cheque, the Bank will contact the Customer to self-collect the notification of the dishonoured cheque at the branch or upon request, sent by registered post to the Customer's address last registered with the Bank at the Customer's own risk and any expense incurred hereto shall be debited from the Customer's Account.
- 3.5. Withdrawals may be made (subject to the Account's available balance and the withdrawal limit) at any of the Bank's branches, automated teller machine (ATM), agent banking, BSN Internet Banking or any other channel provided by the Bank from time to time.

4. VERIFICATION OF IDENTIFICATION DOCUMENT

- 4.1. All transactions carried out at the Bank shall be subjected to proof of identification that the Bank may require and shall be verified in a manner and method, including but not limited to identification by way of thumbprint verification that the Bank may deem fit and adopt from time to time. The Bank shall not be liable for relying on any such verification process of the identification document presented and for proceeding to carry out related banking transactions.

5. ACCOUNT STATEMENT

- 5.1. Customer at any time may request for hardcopy statement of Account over the Bank's counter subject to fees and charges as specified by the Bank, where applicable.
- 5.2. Customer is required to check every details in the statement and to notify the Bank for any errors, irregularities, disputes, claims or withdrawals that are not authorized or any details made, processed or paid as a result of forgery, fraud, negligence or disclosure from a third party. If the Bank does not receive any objections within fourteen (14) calendar days of the date the statement is issued, the statement shall be deemed as correct and accurate.

6. INTEREST

- 6.1. Customer hereby agrees that the Bank has the right at any time to revise the interest rates by giving notice to the Customer by displaying the revised rates at the Bank's branches or at the Bank's website.

- 6.2. Customer hereby agrees that all notifications of interest rates will be clearly displayed on the Bank's website and shall be available in the Bank's banking space.

7. LIABILITY

- 7.1. Customer hereby agrees that Bank shall not be responsible for or liable to the Customer for any loss incurred by the operation of the Account opened by the Customer with the Bank unless such loss is directly attributed to the wilful negligence of the Bank.
- 7.2. The Customer agrees to be liable for and shall fully indemnify the Bank and hold the Bank harmless against all penalties, damages, claims, losses, costs and expenses (legal or otherwise including costs on a solicitor and client basis) which the Bank may incur as a result of: -
- (a) Breach of this Terms and Conditions by Customer;
 - (b) Fraudulent acts by Customer;
 - (c) Disclosure of Security Details by Customer to any other person or in any emails or on a website that is not of the Bank's;
 - (d) Failure of the Customer to take reasonable steps to keep the Security Details private and/or secure at all times;
 - (e) Failure of Customer to report a breach, disclosure or compromise of the Security Details as soon as reasonably practicable upon being aware of the breach or loss respectively;
 - (f) The Bank discharging a valid mandate requested by Customer;
 - (g) The Bank enforcing any of its rights against Customer;
 - (h) The Bank complying with any regulatory requirements; and/or
 - (i) The Bank complying with any Court judgment or any Court Order, whether or not having the force of law issued by any legally constituted tribunal body entity or authority, arising from any actions or proceedings (legally or otherwise) and which are applicable to or directed to or in any way related to the Customer, and/or Customer's Account which is/are maintained with the Bank.
- 7.3. The indemnities provided above shall not be applicable in relation to electronic banking transactions allowed to be carried out by the Bank to the extent that the losses, costs or expenses incurred, arising from: -
- (a) The Bank's failure to notify of the Customer obligations to ensure the confidentiality and security of Customer's Security Details, as well as of the obligation to immediately inform Bank in the event of a breach, disclosure or compromise of the same;
 - (b) The Bank's failure to provide Customer with adequate means to notify the Bank of any unauthorized or disputed transactions;
 - (c) A technical breakdown or proven deficiency in the systems and equipment under the full control of the Bank;
 - (d) A proven weakness or vulnerability in the security features and controls adopted by the Bank;
 - (e) Transaction(s) that occurred after the Bank has been notified by the Customer of unauthorized transaction or of the breach, disclosure or compromise of any Security Details provided that the said breach, disclosure or compromise of Security Details was not due to Customer's own acts;
 - (f) Transaction(s) that occurred prior to Customer receiving any Security Details in relation to the access and use of Customer's Account; and/or
 - (g) Security Details that are forged, faulty, expired or cancelled provided that it is not due to the Customer acts or omissions.

8. RIGHT TO DEBIT ACCOUNT AND ADJUSTMENT

- 8.1. The Customer hereby authorizes the Bank to debit the Account where relevant amount had been mistakenly paid or credited into the Account and/or by virtue of any of the Bank's operational and/or

system errors or malfunctioning and/or any other causes which is or are beyond the Bank's reasonable control by giving adequate notice to the Customer prior to such adjustment.

9. RIGHT TO SET-OFF

- 9.1. The Customer hereby agrees that the Bank has the right to set-off or transfer any credit balance in the Account towards the reduction and/or discharge of any sum due to the Bank, by giving seven (7) days' notice prior to the effective date to the Customer.

10. JOINT ACCOUNT

- 10.1. Joint Account Customer shall jointly and severally undertake to indemnify and release the Bank against losses, claims, demands, proceedings, costs, expenses and other liabilities whatsoever and whenever incurred arising from any instruction issued by any of the Joint Account Customer.
- 10.2. Either singularly or jointly, the authority conferred on the authorized signatories operating the Joint Account shall include without limitation the following: -
- (a) Withdrawals of any amount of the Joint Account;
 - (b) Continuation and closure of the Joint Account;
 - (c) Use of any facilities provided by the Bank to pay bills or transfer funds from the Joint Account;
 - (d) Use of any electronic services from time to time provided by the Bank upon such the terms and conditions and payment of all fees, costs or expenses in connection therewith from the Joint Account;
 - (e) Giving of any standing instructions for payments from the Joint Account;
 - (f) Provision of any written indemnity required by the Bank in respect of operation of the Joint Account or any of the foregoing; and
 - (g) Generally the authority to apply for, cancel, modify or do all things in relation to any of the foregoing matter.
- 10.3. Upon Bank receiving notification of death of one of the Joint Account Customer, the Bank hereby has the right to pay the balance from the said Account to the survivor(s).

11. COMPANY ACCOUNT

- 11.1. The Customer shall responsible for all the liabilities and provisions governing the Company Account.
- 11.2. The instructions and mandate given for operation of Company Account shall remain in force until revoked in writing and substituted with fresh instructions and mandate, and shall apply notwithstanding any change in the directorship/membership, where applicable, whether by death, bankruptcy and/or retirement.

12. CLOSURE OF ACCOUNT

- 12.1. The Account shall be closed by the Customer at any of the Bank's branches. For Joint Account, the closure of the Account shall be in accordance with the terms and conditions of the mandate given by the Customer.
- 12.2. The Customer shall comply with all of the Bank's requirements, if any, for closure of the Account. The Bank reserves the rights to impose an Account closing fees of: -

- (a) RM20 if the Account is closed by the Customer within six (6) months from the date of the opening of the Account (applicable for BSN GIRO, BSN GIRO Company Account, BSN GIRO eSaver, BSN GIRO Premium and BSN GIRO Premium Company Account);
- (b) RM20 if the Account is closed by the Customer within three (3) months from the date of the opening of the Account (applicable for BSN Basic Savings).
- (c) RM5 if the Account is closed by the Customer before the end of the contract (applicable for BSN CHESS and BSN SEDAR).

12.3. The Customer hereby agrees that the Bank has the right to:-

- (a) Close any Account if Customer's name appear(s) in the blacklist issued by, Bank Negara Malaysia or any relevant authorities;
- (b) Close any Account for any reason by giving adequate notice of such intention.

13. DORMANT ACCOUNT / UNCLAIMED MONEYS

13.1. Account with no transaction conducted by the Customer for a period of twelve (12) consecutive months will be deemed as "Dormant Account".

13.2. For BSN GIRO, BSN GIRO Company Account, BSN GIRO eSaver, BSN Basic Savings, BSN GIRO Premium and BSN GIRO Premium Company Account, an annual service fee of RM10 shall be imposed and deducted from the Dormant Account so long as it remains dormant until the remaining balances are classified as Unclaimed Moneys. Where the balance in the Account is RM10 and below, the balance in the Account will be deducted as service fee and the Account thereafter shall be closed.

13.3. No annual service fee shall be imposed for BSN CHESS and BSN SEDAR.

13.4. To reactivate a Dormant Account, the Customer should perform cash deposit or withdrawal transaction at any of the Bank's branches or give instruction to the Bank to reactivate the account subject to the verification of the identity of the Customer. No charge shall be imposed on the reactivation of a Dormant Account.

13.5. Any moneys standing in the credit of Account which has not been operated for seven (7) years from the date of the last transaction shall be classified as "Unclaimed Moneys". The Bank shall close the Account and transfer the fund in the Account to the Registrar of Unclaimed Moneys as required under the Unclaimed Moneys Act 1965 and its amendment thereto. Any claims for the said fund by the Customer must be made directly to the Registrar of Unclaimed Moneys.

13.6. Prior to transfer of the funds, the Bank shall give adequate notice prior to the said transfer, notify the Customer regarding the impending transfer of monies maintained under the Account due to dormancy of the Account. The Customer shall be informed regarding the options to reactivate the Account or to close the Account to avoid the transfer of the monies maintained under the Account to the Registrar of Unclaimed Moneys.

14. FEES AND CHARGES

14.1. The Bank shall be entitled to impose and deduct from the Account on the following: -

- (a) Costs, fees and charges on the transactions performed and for the services provided by the Bank at such rates as may be applicable from time to time;
- (b) Any service charges on the Account in accordance with the rules of any association or regulatory authority of the Bank; and
- (c) Charges whatsoever chargeable on or for any transactions or the services to the Customer now or hereafter imposed by law or required to be charged.

- 14.2. The Customer hereby agrees that the Bank has the right to impose and/or vary such fees and charges from time to time to the Customer and it shall become effective on such date as the Bank may elect to adopt. However any change in fees and charges must be notified by giving adequate notice to Customer prior to the effective date of implementation. Such notification shall be communicated to the Customer in writing or electronically or via advertisement displayed at Bank's branches and website.
- 14.3. The fees and charges are contained in the Bank's Fees and Charges Schedule which can be accessed from the Bank's website or branch community wall and the Customer agrees to be bound by the Bank's Fees and Charges, which forms part of these Terms and Conditions.

15. CHANGE OF PARTICULARS

- 15.1. The Customer shall immediately inform the Bank of any changes of address, contact numbers, authorized signatories or other particulars by visiting Bank's branches, failing which the Bank is entitled to rely on the last known details in its record.

16. FREEZING OF ACCOUNT

- 16.1. The Bank reserves the right to freeze the Account at any time by virtue of laws, BNM directives or investigation or court orders, regulations or enactment, bankruptcy of the Customer, winding up of company, deceased of Customer (insanity or at the discretion of the Bank).
- 16.2. The Customer shall consult the Bank for the purpose of unfreezing the Account with appropriate evidence to the satisfaction of the Bank that such action has been properly uplifted.
- 16.3. The Customer further agrees that should the Bank be sued or be made a party in any suit arising out of the Bank's action in freezing of the Account herein or should the Bank before or after the freezing of the Account commence any suit including but not limited to any interpleader proceedings against any party including the Customer for any appropriate relief or declaration to be made by any court, all penalties, losses, damages, claims, expenses, charges and costs (legal or otherwise including costs on a solicitors and client basis) which may be awarded against the Bank or which the Bank may incur shall be indemnified by the Customer.

17. ANTI-MONEY LAUNDERING AND COUNTER FINANCING OF TERRORISM

- 17.1. The Customer shall at all times ensure that no funds moving to and from the Accounts are proceeds of, or will be used for any unlawful activity contravention of any Anti-Money Laundering Laws.
- 17.2. The Customer undertake shall not:
 - (a) Use the account, directly or indirectly, for transactions involving any unlawful activity;
 - (b) Conceal or disguise the true nature of any unlawful activity;
 - (c) Utilize any monies from the account for any money laundering or other unlawful purposes.
- 17.3. The Customer agrees that Bank has the right to request Customer to furnish The Bank with all documents, information and authorisation that The Bank reasonably needs to open and maintain the Customer's account for the purposes of The Bank meeting Know Your Customer, Anti-Money-Laundering and Anti-Financing-Terrorism requirements and any other laws and regulations which The Bank needs or agrees to keep to. The Customer must tell The Bank promptly, in writing, of any change in any documents, information or authorisation given to The Bank, and provide The Bank with supporting documents and evidence of any such changes.

- 17.4. In order to comply with local or foreign law, regulations, voluntary codes, directives, judgments or court orders, and any authorities, regulators or enforcement agencies, policies, good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation and demands or requests of any authority, regulator, tribunal, enforcement agencies, exchange bodies related to money laundering and unlawful activity, Bank has the right to take any action it believes to be necessary, which includes freezing of funds, preventing operation of an account, refusing a request for funds from the Customer, not allowing Customer to use a product, or delaying or cancelling a transaction. The Bank does not require to notify the Customer until a reasonable time after it is permitted to do so under those law or policies. The Bank will not be liable for any loss arising out of any action taken or any delay or failure by the Bank, in performing any of its duties or other obligations.

18. DISCLOSURE OF CUSTOMER INFORMATION AND PERSONAL DATA

- 18.1 The Customer consents and authorises the Bank to collect, process, disclose, transfer, maintain, store and retain the Customer's personal data in accordance to Personal Data Protection Act 2010. Personal Data under this Clause has the same meaning given under the Personal Data Protection Act 2010 ("Personal Data").
- 18.2 The Customer consents and agrees for the Bank to disclose the affairs or Account of the Customer pursuant to Development Financial Institution Act 2002 and Personal Data of the Customer including address, telephone number or email address for the purpose connected with the operation of the Customer's account to the following party (the "Authorized Parties"):-
- (a) Any officer, employee, agent or director of the Bank, subsidiaries, associated companies, affiliates, and representatives; or
 - (b) Relevant third parties such as professional advisers, strategic business partners and alliances, service providers, insurers/Takaful operator or insurance/Takaful brokers, outsourced agents, merchants, vendors, business partners and business agents who supports the operational activities of Bank and whom are under legal obligation to the confidentiality of Customer' data; or
 - (c) Any actual or potential participants or assignee, novatee or transferee of the Bank rights and/or obligations under any transaction between Bank and Customer (or any agents or professional advisers); or
 - (d) Any rating agency or direct/indirect provider of credit protection to Bank; or
 - (e) Any party as required by any law or any government, quasigovernment, administrative, regulatory/supervisory body or authority, court or tribunal; or
 - (f) Any credit reference agency that Bank uses for credit assessment or credit review of the Customer and parties related to the facilities provided by Bank; or
 - (g) Any financial crime references agencies, other financial institution and any of their respective agents; or
 - (h) Any guarantor or collateral provider for Customer's facilities; or
 - (i) Tax authorities of the country/ jurisdiction in which this account(s) is/are maintained and/or exchanged with any tax authorities of another country/ jurisdiction or countries/ jurisdictions in which the Customer may be the tax resident pursuant to intergovernmental agreements in which Bank has obligation to exchange any account information.
- 18.3 The Customer hereby expressly consents to such disclosure and confirms and declares that the terms contained therein shall be subject to the Privacy Policy which is accessible at the Bank's website at www.bsn.com.my. In the event of any inconsistency between the terms contained herein with the terms as set out in the Privacy Policy, the terms and conditions in the Privacy Policy shall prevail.
- 18.4 The Customer acknowledges that the Customer has the right to withdraw the consent given earlier according to the process as stated in the Privacy Policy. However, the withdrawal of the Customer's consent may affect the services provided by the Bank to the Customer.

19. UNFORESEEN CIRCUMSTANCES

19.1. Notwithstanding any other provisions herein, in the event where the Bank is unable to perform any operations or to provide any services due to any reason beyond the Bank's control, including but not limited to fire, earthquake, flood, epidemic, pandemic, natural catastrophe, accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war, pandemic, epidemic, act of God or any unforeseen circumstances, the Bank shall not in any way be liable for any inconvenience, loss, injury, damages suffered or incurred by the Customer arising from the same.

20. SPECIFIC TERMS AND CONDITIONS

20.1. The Specific Terms and Conditions specified below will govern the Customer's Account by type of account and if there is any discrepancy or inconsistency with these Generic Terms and Conditions, the Specific Terms and Conditions shall apply.

21. CHANGE OF TERMS AND CONDITIONS

21.1. Notwithstanding anything herein contained the Bank reserves the right upon giving adequate notice prior to the effective date, to add, delete or amend any of the provisions stated herein at any time. Any variations, additions, deletions or amendments to the provisions herein shall be binding on the Customer and the Bank is deemed to have brought to the attention of the Customer through notices. All previous Terms and Conditions shall be revoked and wholly be superseded by the latest Terms and Conditions.

21.2. Any notification from the Bank to the Customer can be delivered personally or by registered/ordinary post to the Customer at the current address kept by the Bank or by displaying at the Bank's website or premises or through short message service (SMS) or any other manner which deemed appropriate by the Bank.

22. GOVERNING LAW & JURISDICTION

22.1. These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of Malaysia and subject to the exclusive jurisdiction of the Court of Malaysia.

B. SPECIFIC TERMS AND CONDITIONS FOR BSN GIRO, BSN GIRO COMPANY ACCOUNT, BSN GIRO ESAVER, BSN BASIC SAVINGS, BSN GIRO PREMIUM AND BSN GIRO PREMIUM COMPANY ACCOUNT

1. INTEREST

1.1. Interest shall be calculated based on daily balance at the rates determined by the Bank and shall be credited into the Account on monthly basis.

2. ACCOUNT STATEMENT

2.1. Account Statement is available through the BSN Internet Banking i.e. myBSN (for individual Customer) or BSNeBiz (for non-individual Customer) on a monthly basis. The Customer is required to register as a user for e-Statement.

C. SPECIFIC TERMS AND CONDITIONS FOR BSN CHESS (CHILD HIGHER EDUCATION SAVINGS SCHEME)

1. ELIGIBILITY

- 1.1. BSN CHESS is open to all Malaysian Citizens, inclusive of permanent residents and foreigners.
- 1.2. BSN CHESS offers 3 types of accounts:
 - (a) Individual Account: Customer must be aged between 12 and 18 years and should obtain consent from parents/Legal Guardian).
 - (b) Joint Account: Account opened jointly by individuals aged 12 and above, where one of the Customer should be 18 years old and above.
 - (c) Trust Account: Account opened by parents / legal guardian as the trust holder for the trustee. The child/ trustee must be aged between 1 day and 18 years.

2. DEPOSIT AND WITHDRAWAL

- 2.1. Customer is required to make a minimum deposit of RM50.00 per month to be entitled for interest and bonus on Interest. This account shall be closed if there is no deposit made within twelve (12) months.
- 2.2. Deposits may be made in cash or cheque at any of the Bank's counter and by standing instruction through BSN GIRO Account (auto debit) or through monthly salary deduction. The Customer is allowed to make advance deposit of monthly savings by notifying the Bank.
- 2.3. Withdrawals are only allowed once a year at any of Bank's counter and the withdrawal amount must not exceed 20% of the current savings balance amount. However, withdrawal is not recommended.

3. INTEREST AND BONUS

- 3.1. Interest shall be calculated based on minimum monthly balance at the rate determined by the Bank and shall be credited to the Account twice a year i.e in June and December.
- 3.2. Monthly savings must be credited within the first seven (7) days of each month to be eligible to receive Interest of the month.
- 3.3. Bonus on interest shall be calculated based on the rate determined by the Bank and subject to the conditions below:
 - (a) Withdrawals made shall not exceed once for the year and must not more than 20% of the amount of the current savings balance, and
 - (b) No failure in monthly deposit.
- 3.4. Bonus in the form of BSN SSP units shall be given to the eligible BSN CHESS accounts based on the conditions below:
 - (a) Complete a monthly savings for one year from January to December; and
 - (b) There is no withdrawals for that year.

4. ACCOUNT STATEMENT

- 4.1. The Account Statement will be issued twice (2) a year (in January and July). Charges will be imposed for issuance of additional Account Statements upon request by the customer.

5. MATURITY OF ACCOUNT

- 5.1. BSN CHESS (Individual, Joint or Trust) will mature when the children / beneficiary reaches the age of 21 years and when this happens, the Customer will be given the following options:-
- (a) Close the account and withdraw the remaining balance; or
 - (b) Close the account and instruct the bank to transfer the remaining balance to other BSN accounts.
 - (c) If no instruction is made within reasonable time that Bank deem appropriate, Bank reserve the right to convert BSN CHESS to Savings account with a nominal interest rate and all benefits of the BSN CHESS account will be ceased.

D. SPECIFIC TERMS AND CONDITIONS FOR BSN SEDAR (*SIMPANAN DARI PENDAPATAN*)

1. DEPOSIT AND WITHDRAWAL

- 1.1. Customer is required to make a minimum monthly savings of RM50.00 ("Monthly Savings") every month for BSN SEDAR savings period of 24 months ("Savings Period"). Deposits in multiple of Monthly Savings amount is allowable.
- 1.2. Monthly Savings can be made in cash or cheque at any Bank's counter. The Customer also has an option to credit the account through salary deduction (by prior arrangement with the employer) or standing instruction (debit from other savings account).
- 1.3. BSN SEDAR savings period will start on the first day of the month in which the account is opened until the last day of the 24th month. Customer shall deposit the Monthly Savings within the first seven (7th) days of each month to be eligible for the interest of the month
- 1.4. No withdrawals are allowed during the savings period. However, withdrawal of the total amount of earned interest and bonus may be done upon the completion of each subsequent 12 monthly period.
- 1.5. Deposit and withdrawal for BSN SEDAR may be made at any of the Bank's branches.

2. INTEREST AND BONUS

- 2.1. Interest shall be calculated based on the minimum monthly balance at the rate determined by the Bank and will be credited to the BSN SEDAR account on each anniversary.
- 2.2. In the event Customer fails to deposit any Monthly Savings for seven (7) consecutive months, interest and bonus shall not be paid.
- 2.3. Interest shall not be paid to any advance savings made by the Customer.
- 2.4. Bonus on interest shall be calculated based on the rate determined by the Bank and subject to the terms and conditions.
- 2.5. Interest and bonus will be credited into the BSN SEDAR Account after twelve (12) months and twenty four (24) months.

3. ACCOUNT STATEMENT

- 3.1. Account statement for BSN SEDAR is available at any of Bank's counter.

4. PASSBOOK

- 4.1. The passbook is the property of the Bank and must be presented whenever requested by the Bank.
- 4.2. The Customer is advised to keep the passbook in a safe place.
- 4.3. The Customer is required to report to the Bank in writing in the event of loses or destruction of the passbook.
- 4.4. The Customer is not allowed to delete or amend any information in the Passbook.

5. SAVINGS PERIOD EXPIRES

- 5.1. BSN SEDAR Savings Period shall expires when the Savings Period reaches its maturity in the 24th month and Customer does not requires to make any further Monthly Savings.
- 5.2. Upon expiration of the Savings Period, the Customer shall have an option to :
 - (a) Retain all savings amount in the account to enable the Customer to enjoy interest and bonus for the next cycle. For avoidance of doubt, total interest and bonus which are not withdrawn from the account will be part of the principal amount for the next savings period; or
 - (b) Withdraw all savings amounts together with interest and bonus earned and close BSN SEDAR account; or
 - (c) Instruct the Bank to transfer the remaining balance to other BSN accounts and close BSN SEDAR account.
- 5.3. The Saving Period will also be terminated if the Customer does not make any Monthly Savings for Seven (7) consecutive months where clause 2.2 of the Specific Terms and Conditions for BSN SEDAR (*Skim Simpanan Dari Pendapatan*) will be applicable. The balance shall remain in the Account until Customer closes the Account.

Enumerated below are the Terms and Conditions governing the opening and operation of Islamic Account in Bank Simpanan Nasional. By opening an Islamic Account, the Customer hereby agrees to abide and to be bound by the following rules and regulations, inclusive of variation that may prescribed by the Bank from time to time.

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. Unless otherwise expressly specified, the following definitions and interpretations shall apply:
- (a) **“Account”** means BSN GIRO-i, BSN GIRO-i Company Account, BSN GIRO-i eSaver, BSN Basic Savings-i, BSN GIRO-i Premium and BSN GIRO-i Premium Company Account.
 - (b) **“Actual Profit”** refers to the accrued profit computed at the effective profit rate (EPR) and which shall be credited to the Customer’s Account on periodic basis as part settlement of the Sale Price.
 - (c) **“Adequate notice”** means twenty one (21) calendar days’ notice prior to the effective date.
 - (d) **“Bank”** means Bank Simpanan Nasional.
 - (e) **“Bank’s website”** refers to Bank’s official website that is www.bsn.com.my.
 - (f) **“Business Day”** means working days on which BSN is operate in West Malaysia and East Malaysia (excluding public holidays).
 - (g) **“BSN Internet Banking”** refers to the Bank’s Internet Banking that is www.mybsn.com.my.
 - (h) **“Business Trading Days”** means the days where the purchase of the Commodity transaction is executed with Supplier which is everyday including public holiday.
 - (i) **“Ceiling Profit”** refers to the ceiling profit computed at the Ceiling Profit Rate and which constitutes the profit component of the Sale Price.
 - (j) **“Ceiling Profit Rate (CPR)”** refers to rate used to compute the Ceiling Profit.
 - (k) **“Commodity”** means the underlying goods or assets that allowed by the Shariah.
 - (l) **“Commodity Trading”** means sale and purchase transactions performed in accordance to the Shariah concept of Tawarruq.
 - (m) **“Customer”** means the Accountholders including individuals, partnerships, sole-proprietorships, companies, clubs, associations, organizations and statutory bodies, unless otherwise stated in this Terms and Conditions or by the Bank from time to time.
 - (n) **“Daily Net Deposit”** refers to End of Day balances of each accountholder or Customer on any single day, excluding floats and represents only the positive difference of the daily deposit minus daily withdrawal.
 - (o) **“Effective Profit Rate (EPR)”** means the actual profit rate used to compute the profit *accrual and profit crediting*.
 - (p) **“End of Day (EOD)”** refers to cut off time of end of day at 2359 hours.
 - (q) **“Maturity Date”** refers to 31st December of that year upon which the Sale Transaction is executed.
 - (r) **“Murabahah”** refers to a sale and purchase of an asset where the acquisition cost and the mark-up profit are disclosed to the purchaser.
 - (s) **“Purchase Price”** means the price for the purchased commodities carried out by the Bank as an agent to the Customer which the amounts are equivalent to the Customer’s Daily Net Deposit.
 - (t) **“Qard”** refers to a contract of lending money where the Customer as a lender will lend money to the Bank as a borrower, where the Bank is bound to repay an equivalent replacement amount at the request of the Customer in accordance with the agreed terms and conditions.
 - (u) **“Rebate”** refers to ‘waiver on rights of claim’ accorded by a person to another person that has an obligation which is due to him/her. Under this product, the rebate is granted by the Customer to the Bank on the Sale Price at the Maturity Date or Termination Date as referred in Clause 8 herein.

- (v) **“Remaining Days”** refers to remaining number of days from the current date up to Maturity Date of the Sale Price.
- (w) **“Security Details”** shall include but not limited to an Electronic Banking Password and any other confidential information and/or security codes used in relation to the Customer’s Account.
- (x) **“Selling Price”** means the sum payable by the Bank in Commodity Murabahah transaction to purchase the Commodity from the Customer which the amount is equivalent to the Purchase Price plus a profit margin.
- (y) **“Supplier”** means the Commodity traders and / or suppliers who deal with the Bank.
- (z) **“Tawarruq”** consists of two sale and purchase contracts. The first involves the sale of an asset by the seller to a purchaser on a deferred basis. Subsequently, the purchaser of the first sale will sell the same asset to a third party on cash and spot basis. In this product, Bank as the Customer’s agent will purchase the Commodity at Purchase Price from the supplier and Bank as the Customer’s agent thereafter, sell the Commodity to the Bank at Sale Price on the basis of Murabahah which shall be paid to the Customer at the Maturity Date (after taking into consideration any rebates, if any). The Bank shall thereafter sell the Commodity to the third party on cash basis.
- (aa) **“Termination Date”** is the date the Customer terminates the Account and withdraws the entire outstanding balance.
- (bb) **“Total Outstanding Balance”** refers to the total amount of Customer's deposits as of December 31 that needs to be contracted every year (*Tawarruq* trading) for the next tenure (coming year).
- (cc) **“Wakalah”** means a contract in which a party (*muwakkil*) authorises another party as his/her agents (*wakil*) to perform a particular tasks, in matters that may be delegated, either voluntarily or with imposition of fee.
- (dd) The subtitle headings and the division of provisions into sections and clauses in these Terms and Conditions are only for the purpose for ease of reference only and shall not be considered in the interpretation of the provisions of these Terms and Conditions.
- (ee) Words importing the singular shall include the plural and vice versa.

2. SHARIAH PRINCIPLE

- 2.1. The Shariah concept used is Tawarruq (Commodity Murabahah) where a Tawarruq consists of two sale and purchase contracts. The first involves the sale of an asset by a seller to a purchaser on a deferred basis. Subsequently, the purchaser of the first sale will sell the same asset to a third party on a cash and spot basis.
- 2.2. The Tawarruq concept also involve Wakalah contract (Agency contract) which adopts a ‘dual-agency’ arrangement which involves the followings:
 - (a) The appointment of the Bank who acts as an agent to buy the commodity on behalf of the Customer from a third party.
 - (b) The appointment of the Bank who acts as an agent on behalf of the Customer to conclude the selling of the commodity to the Bank on Murabahah basis.

3. ACCOUNT OPENING

- 3.1. The opening of the Account is made through the Bank’s prescribed form and subject to the Bank’s requirements including minimum age, minimum deposit, identification documents and such other requirement which may be imposed by the Bank from time to time.
- 3.2. Customer agrees and gives consent to the Bank to perform any search (if necessary) and/or due diligence on the Customer’s details as required under the Bank’s policies.

- 3.3. Customer hereby agrees that the Bank has the right to require Customer to submit any supporting document for the purpose of opening an account, whenever necessary.
- 3.4. The Bank reserves the right to reject any application by the Customer to open the Account if the Customer failed to submit a valid and accurate information and/or documents or the Customer does not meet any requirements and/or additional requirements imposed by the Bank on Account opening.
- 3.5. Trust Account may be opened by a parent or a legal guardian as a trustee of a children/ nominee who is under the age of seven (7) years old. The Trust accounts may also be opened for other reasons deemed appropriate by the Bank.
- 3.6. Issuance of debit card pursuant to the Account shall be subjected to terms and conditions related to debit card.

4. DEPOSIT AND WITHDRAWAL

- 4.1. Customer hereby agrees that the Bank has the right to request any supporting documents from Customer for the purpose of deposit transaction, whenever necessary.
- 4.2. Every deposit shall be accompanied by a receipt issued by the Bank. A receipt issued by the Bank is only valid if it is machine-validated and/or acknowledged by the Bank's authorised officer.
- 4.3. Deposit may be made at any of the Bank's branches, cash deposit machine (CDM), agent banking, BSN Internet Banking and/or any other channels that may be provided by the Bank from time to time.
- 4.4. Deposit via cheque will only be credited into the Account upon clearance of the cheque. In the event of dishonoured cheque, the Bank will contact the Customer to self-collect the notification of the dishonoured cheque at the branch or upon request, sent by registered post to the Customer's address last registered with the Bank at the Customer's own risk and any expense incurred hereto shall be debited from the Customer's Account.
- 4.5. Withdrawals may be made (subject to the Account's available balance and the withdrawal limit) at any of the Bank's branches, automated teller machine (ATM), agent banking, BSN Internet Banking or any other channel provided by the Bank from time to time.

5. VERIFICATION OF IDENTIFICATION DOCUMENT

- 5.1. All transactions carried out at the Bank shall be subjected to proof of identification that the Bank may require and shall be verified in a manner and method, including but not limited to identification by way of thumbprint verification that the Bank may deem fit and adopt from time to time. The Bank shall not be liable for relying on any such verification process of the identification document presented and for proceeding to carry out related banking transactions.

6. APPOINTMENT OF THE BANK AS AN AGENT

- 6.1. The Customer agrees to appoint the Bank and the Bank agrees to accept the appointment as the agent of the Customer under unrestricted agency to do and execute all acts for purchase and sale of the Commodity in accordance with these Terms and Conditions.

- 6.2. Customer agrees that the appointment of the Bank as its agent as specified in clause 2.2 shall be applicable to all Customer's deposit transactions in the Account.
- 6.3. The Bank will only act as an agent (buy and sell the Commodity) and will not assume, or be deemed to have assumed, any additional obligations to, or to have any special relationship with the Customer.
- 6.4. The Bank will, in performing its obligation in buying and selling of Commodity, look after the best interest of the Customer and act in good faith.
- 6.5. The Customer acknowledges that although the Commodity involved in the Tawarruq Trading Transaction is capable of being physically delivered, Customer agrees that physical delivery of the Commodity will not be executed. However, if the Customer wants to take over the possession of the Commodity, the Customer must take over that ownership in the suitable manner and using the Customer's own cost.
- 6.6. The Customer agrees to indemnify the Bank against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which the Bank may sustain, suffer or incur as a result of acting as the Customer's Agent in the Tawarruq Trading Transaction or as a result of breach of the Customer's obligations unless such actions, claims, demands, liabilities, losses, damages, costs and expenses is attributable to the wilful misconduct, gross negligence or fraud of the Bank. This indemnity shall survive the termination of this Terms and Conditions and any sum payable under it shall not be subject to any deduction either by way of set off counter claims or otherwise.
- 6.7. The Bank as Customer's agent shall not be liable for any loss or damage to the interests of the Customer (Muwakkil) except loss or damage caused by the wilful misconduct, gross negligence, fraud or breach of certain conditions by the Bank.
- 6.8. In the event the Bank as an agent is not able to execute Tawarruq Trading Transaction on the same day of deposit date, the deposit (funds) amount will be treated as Qard by the Customer to the Bank. Qard is terminated upon execution and completion of the said Tawarruq Trading Transaction.
- 6.9. The Customer hereby agrees that by maintaining the Account with the Bank, the appointment of the Bank as an agent to the Customer will be continued and only be terminated concurrently upon dissolution of Tawarruq contract between the Customer and the Bank.

7. TAWARRUQ TRADING TRANSACTION

- 7.1. By opening the Account, the Customer agrees to appoint the Bank as an agent through *Wakalah* Contract to perform the following:-
 - (a) To purchase the Commodity from Supplier; and
 - (b) To conclude the sales of Commodities to the Bank on Murabahah basis at the Sale Price on deferred payment.
- 7.2. The Bank as Customer's agent will purchase the Commodity at the Purchase Price from the Supplier in cash subject to Business Trading Days.
- 7.3. Thereafter, the Bank as an appointed Customer's agent shall conclude the sale of Commodity to the Bank on Murabahah basis at the Sale Price with deferred payment.
- 7.4. Next, the Bank will sell the Commodity to other Supplier in cash at the price equivalent to the Purchase Price.
- 7.5. Subsequent Commodity Trading will be performed as determined by the Bank as follows:

- (a) On the Business Trading Day which falls on next Business Day following the deposit date, subject to the Daily Net Deposit amount.
 - (b) On the Business Trading Day which falls on the next Business Day of each New Year on the Total Outstanding Balance.
- 7.6. Tawarruq Trading Transaction will take place on daily basis based on the Daily Net Deposit as at cut-off-time 11.59pm.
- 7.7. The Sale Price is derived as follows:
- Sale Price = Purchase Price + Ceiling Profit**
- 7.8. The Ceiling Profit will be computed based on the following formula:
- Ceiling Profit = Purchase Price x CPR x Remaining Days / 365 or 366**
- 7.9. The Sale Price will be paid in deferred basis by the Bank to the Customer as below:
- (a) Payment of actual profit at EPR based on profit calculation and crediting frequency as specified in Item 8 below;
 - (b) Withdrawal of money from the Account by the Customer;
 - (c) Closure of account.
- 7.10. The customer has right to request and take physical possession and delivery of the Commodity subject to minimum requirements and comply with terms and conditions of the Commodity Platform provider. Request for the delivery of Commodity can be done at any Bank branches during normal business hours and the delivery arrangement is to be made between the Customer and Commodity Platform at the Customer's own costs.
- 7.11. Withdrawal shall be deemed as partial payment of Sale Price by the Bank to the Customer and shall be in proportion with the amount of withdrawal made by the Customer at all time.
- 7.12. Upon Maturity Date, the Bank will rollover / renew the Total Outstanding Balance under the Customer's Account and enter into a new Tawarruq Trading Transaction for a tenure that matured on 31 December of the following year.

8. PROFIT

- 8.1. Profit shall be calculated based on daily balance at the rates determined by the Bank and will be monthly credited into the Account.
- 8.2. Formula for profit calculation as per below:
- Daily Balance x EPR x No. of Days / 365 or 366**
- 8.3. Customer hereby agrees that the Bank has the right at any time to revise the profit rates (EPR) by giving notice to the Customer with by displaying the revised rates at the Bank's branches or at the Bank's website.

9. REBATE / IBRA

- 9.1. The Customer hereby agrees to grant rebate under the concept of Ibra' subject to the occurrence of certain events including but not limited to:
- (a) Withdrawal of the funds prior to the Maturity Date;

- (b) Upon termination of the Account (closure of account) prior to Maturity Date;
- (c) Difference between CPR and EPR at the Maturity Date.

9.2. Formula for Rebate (Ibra') as per below:

$$\text{Rebate} = \text{Aggregate Ceiling Profit} - \text{Aggregate Actual Profit Paid}$$

10. ACCOUNT STATEMENT

- 10.1. Account Statement is available through the BSN Internet Banking i.e. myBSN (for individual Customer) or BSNeBiz (for non-individual Customer) on a monthly basis. The Customer is required to register as a myBSN/ BSNeBiz user to enable access to e-Statement.
- 10.2. Customer at any time may request for hardcopy statement of the Account over the Bank's counter subject to fees and charges as specified by the Bank, where applicable.
- 10.3. Customer is required to check every detail in the statement and to notify the Bank for any errors, irregularities, disputes, claims or withdrawals that are not authorized or any details made, processed or paid as a result of forgery, fraud, negligence or disclosure from a third party. If the Bank does not receive any objections within fourteen (14) calendar days of the date the statement is issued, the statement shall be deemed as correct and accurate.

11. LIABILITY

- 11.1. Customer hereby agrees that Bank shall not be responsible for or liable to the Customer for any loss incurred by the operation of the Account opened by the Customer with the Bank unless such loss is directly attributed to the wilful negligence of the Bank.
- 11.2. The Customer agrees to be liable for and shall fully indemnify the Bank and hold the Bank harmless against all penalties, damages, claims, losses, costs and expenses (legal or otherwise including costs on a solicitor and client basis) which the Bank may incur as a result of:-
 - (a) Breach of this Terms and Conditions by Customer;
 - (b) Fraudulent acts by Customer;
 - (c) Disclosure of Security Details by Customer to any other person or in any emails or on a website that is not of the Bank's;
 - (d) Failure of the Customer to take reasonable steps to keep the Security Details private and/or secure at all times;
 - (e) Failure of Customer to report a breach, disclosure or compromise of the Security Details as soon as reasonably practicable upon being aware of the breach or loss respectively;
 - (f) The Bank discharging a valid mandate requested by Customer;
 - (g) The Bank enforcing any of its rights against Customer;
 - (h) The Bank complying with any regulatory requirements; and/or
 - (i) The Bank complying with any Court judgment or any Court Order, whether or not having the force of law issued by any legally constituted tribunal body entity or authority, arising from any actions or proceedings (legally or otherwise) and which are applicable to or directed to or in any way related to the Customer, and/or Customer's Account which is/are maintained with the Bank.
- 11.3. The indemnities provided above shall not be applicable in relation to electronic banking transactions allowed to be carried out by the Bank to the extent that the losses, costs or expenses incurred, arising from:-

- (a) The Bank's failure to notify of the Customer obligations to ensure the confidentiality and security of Customer's Security Details, as well as of the obligation to immediately inform Bank in the event of a breach, disclosure or compromise of the same;
- (b) The Bank's failure to provide Customer with adequate means to notify the Bank of any unauthorized or disputed transactions;
- (c) A technical breakdown or proven deficiency in the systems and equipment under the full control of the Bank;
- (d) A proven weakness or vulnerability in the security features and controls adopted by the Bank;
- (e) Transaction(s) that occurred after the Bank has been notified by the Customer of unauthorized transaction or of the breach, disclosure or compromise of any Security Details provided that the said breach, disclosure or compromise of Security Details was not due to Customer's own acts;
- (f) Transaction(s) that occurred prior to Customer receiving any Security Details in relation to the access and use of Customer's Account; and/or
- (g) Security Details that are forged, faulty, expired or cancelled provided that it is not due to the Customer acts or omissions.

12. RIGHT TO DEBIT ACCOUNT AND ADJUSTMENT

- 12.1. The Customer hereby authorizes the Bank to debit the Account where relevant amount had been mistakenly paid or credited into the Account and/or by virtue of any of the Bank's operational and/or system errors or malfunctioning and/or any other causes which is or are beyond the Bank's reasonable control by giving adequate notice to the Customer prior to such adjustment.

13. RIGHT TO SET-OFF

- 13.1. The Customer hereby agrees that the Bank has the right to set-off or transfer any credit balance in the Account towards the reduction and/or discharge of any sum due to the Bank, by giving seven (7) days' notice prior to the effective date to the Customer.

14. JOINT ACCOUNT

- 14.1. Joint Account Customer shall jointly and severally undertake to indemnify and release the Bank against losses, claims, demands, proceedings, costs, expenses and other liabilities whatsoever and whenever incurred arising from any instruction issued by any of the Joint Account Customer.
- 14.2. Either singularly or jointly, the authority conferred on the authorized signatories operating the Joint Account shall include without limitation the following:-
- (a) Appointment of the Bank as an agent as stated in clause 6.
 - (b) Withdrawals of any amount of the Joint Account;
 - (c) Continuation and closure of the Joint Account;
 - (d) Use of any facilities provided by the Bank to pay bills or transfer funds from the Joint Account;
 - (e) Use of any electronic services from time to time provided by the Bank upon such the terms and conditions and payment of all fees, costs or expenses in connection therewith from the Joint Account;
 - (f) Giving of any standing instructions for payments from the Joint Account;
 - (g) Provision of any written indemnity required by the Bank in respect of operation of the Joint Account or any of the foregoing; and
 - (h) Generally the authority to apply for, cancel, modify or do all things in relation to any of the foregoing matter.
- 14.3. Upon Bank receiving notification of death of one of the Joint Account Customer, the Bank hereby has the right to pay the balance from the said Account to the survivor(s).

15. COMPANY ACCOUNT

- 15.1. The Customer shall responsible for all the liabilities and provisions governing the Company Account.
- 15.2. The instructions and mandate given for operation of Company Account shall remain in force until revoked in writing and substituted with fresh instructions and mandate, and shall apply notwithstanding any change in the directorship/membership, where applicable, whether by death, bankruptcy and/or retirement.

16. CLOSURE OF ACCOUNT

- 16.1. The Account shall be closed by the Customer at any of the Bank's branches. For Joint Account, the closure of the Account shall be in accordance with the terms and conditions of the mandate given by the Customer.
- 16.2. The Customer shall comply with all of the Bank's requirements, if any, for closure of the Account. The Bank reserves the rights to impose an Account closing fees of:-
 - (a) RM20 if the Account is closed by the Customer within six (6) months from the date of the opening of the Account (applicable for BSN GIRO-i, BSN GIRO-i Company Account, BSN GIRO-i eSaver, BSN GIRO-i Premium and BSN GIRO-i Premium Company Account);
 - (b) RM20 if the Account is closed by the Customer within three (3) months from the date of the opening of the Account (applicable for BSN Basic Savings-i).
- 16.3. The Customer hereby agrees that the Bank has the right to:-
 - (a) Close any Account if Customer's name appear(s) in the blacklist issued by Bank Negara Malaysia or any relevant authorities; and/or
 - (b) Close any Account for any reason by giving adequate notice of such intention.

17. DORMANT ACCOUNT / UNCLAIMED MONEYS

- 17.1. Account with no transaction conducted by the Customer for a period of twelve (12) consecutive months will be deemed as "Dormant Account".
- 17.2. An annual service fee of RM10 shall be imposed and deducted from the Dormant Account so long as it remains dormant until the remaining balances are classified as Unclaimed Moneys. Where the balance in the Account is RM10 and below, the balance in the Account will be deducted as service fee and the Account thereafter shall be closed.
- 17.3. To reactivate a Dormant Account, the Customer should perform cash deposit or withdrawal transaction at any of the Bank's branches or give instruction to the Bank to reactivate the Account subject to the verification of the identity of the Customer. No charge shall be imposed on the reactivation of a Dormant Account.
- 17.4. Any moneys standing in the credit of Account which has not been operated for seven (7) years from the date of the last transaction shall be classified as "Unclaimed Moneys". The Bank shall close the Account and transfer the fund in the Account to the Registrar of Unclaimed Moneys as required under the Unclaimed Moneys Act 1965 and its amendment thereto. Any claims for the said fund by the Customer must be made directly to the Registrar of Unclaimed Moneys.
- 17.5. Prior to transfer of the funds the Bank shall give adequate notice prior to the said transfer, notify the Customer regarding the impending transfer of monies maintained under the Account due to dormancy of the Account. The Customer shall also be informed regarding the options to reactivate

the Account or to close the Account to avoid the transfer of the monies maintained under the Account to the Registrar of Unclaimed Moneys.

18. FEES AND CHARGES

- 18.1. The Bank shall be entitled to impose and deduct from the Account on the following:-
- (a) Costs, fees and charges on the transactions performed and for the services provided by the Bank at such rates as may be applicable from time to time;
 - (b) Any service charges on the Account in accordance with the rules of any association or regulatory authority of the Bank; and
 - (c) Charges whatsoever chargeable on or for any transactions or the services to the Customer now or hereafter imposed by law or required to be charged.
- 18.2. The Customer hereby agrees that the Bank has the right to impose and/or vary such fees and charges from time to time to the Customer and it shall become effective on such date as the Bank may elect to adopt. However any change in fees and charges must be notified by giving adequate notice to Customer prior to the effective date of implementation. Such notification shall be communicated to the Customer in writing or electronically or via advertisement displayed at Bank's branches and website.
- 18.3. The fees and charges are contained in the Bank's Fees and Charges Schedule which can be accessed from the Bank's website or branch community wall and the Customer agrees to be bound by the Bank's Fees and Charges, which forms part of these Terms and Conditions.

19. CHANGE OF PARTICULARS

- 19.1. The Customer shall immediately inform the Bank of any changes of address, contact numbers, authorized signatories or other particulars by visiting Bank's branches, failing which the Bank is entitled to rely on the last known details in its record.

20. FREEZING OF ACCOUNT

- 20.1. The Bank reserves the right to freeze the Account at any time by virtue of laws, BNM directives or investigation or court orders, regulations or enactment, bankruptcy of the Customer, winding up of company, deceased of Customer (insanity or at the discretion of the Bank).
- 20.2. The Customer shall consult the Bank for the purpose of unfreezing the Account with appropriate evidence to the satisfaction of the Bank that such action has been properly uplifted.
- 20.3. The Customer further agrees that should the Bank be sued or be made a party in any suit arising out of the Bank's action in freezing of the Account herein or should the Bank before or after the freezing of the Account commence any suit for any appropriate relief or declaration to be made by any court, all penalties, losses, damages, claims, expenses, charges and costs (legal or otherwise) shall be indemnified by the Customer.

21. ANTI-MONEY LAUNDERING AND COUNTER FINANCING OF TERRORISM

- 21.1. The Customer shall at all times ensure that no funds moving to and from the accounts are proceeds of, or will be used for any unlawful activity contravention of any Anti-Money Laundering Laws.

- 21.2. The Customer undertake **shall not**:
- (a) Use the account, directly or indirectly, for transactions involving any unlawful activity;
 - (b) Conceal or disguise the true nature of any unlawful activity;
 - (c) Utilize any monies from the account for any money laundering or other unlawful purposes.
- 21.3. The Customer agrees that the Bank has the right to request Customer to furnish The Bank with all documents, information and authorisation that the Bank reasonably needs to open and maintain the Customer's account for the purposes of The Bank meeting Know Your Customer, Anti-Money-Laundering and Anti-Financing-Terrorism requirements and any other laws and regulations which The Bank needs or agrees to keep to. The Customer must tell The Bank promptly, in writing, of any change in any documents, information or authorisation given to The Bank, and provide The Bank with supporting documents and evidence of any such changes.
- 21.4. In order to comply with local or foreign law, regulations, voluntary codes, directives, judgments or court orders, and any authorities, regulators or enforcement agencies, policies, good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation and demands or requests of any authority, regulator, tribunal, enforcement agencies, exchange bodies related to money laundering and unlawful activity, The Bank has the right to take any action it believes to be necessary, which includes freezing of funds, preventing operation of an account, refusing a request for funds from the Customer, not allowing Customer to use a product, or delaying or cancelling a transaction. The Bank does not require to notify the Customer until a reasonable time after it is permitted to do so under those law or policies. The Bank will not be liable for any loss arising out of any action taken or any delay or failure by the Bank, in performing any of its duties or other obligations,

22. DISCLOSURE OF CUSTOMER INFORMATION AND PERSONAL DATA

- 22.1 The Customer consents and authorises the Bank to collect, process, disclose, transfer, maintain, store and retain the Customer's personal data in accordance to Personal Data Protection Act 2010. Personal Data under this Clause has the same meaning given under the Personal Data Protection Act 2010 ("Personal Data").
- 22.2 The Customer consents and agrees for the Bank to disclose the affairs or Account of the Customer pursuant to Development Financial Institution Act 2002 and Personal Data of the Customer including address, telephone number or email address for the purpose connected with the operation of the Customer's account to the following party (the "Authorized Parties"):-
- (a) Any officer, employee, agent or director of the Bank, subsidiaries, associated companies, affiliates, and representatives; or
 - (b) Relevant third parties such as professional advisers, strategic business partners and alliances, service providers, insurers/Takaful operator or insurance/Takaful brokers, outsourced agents, merchants, vendors, business partners and business agents who supports the operational activities of the Bank and whom are under legal obligation to the confidentiality of Customer' data; or
 - (c) Any actual or potential participants or assignee, novatee or transferee of the Bank rights and/or obligations under any transaction between Bank and Customer (or any agents or professional advisers); or
 - (d) Any rating agency or direct/indirect provider of credit protection to the Bank; or
 - (e) Any party as required by any law or any government, quasigovernment, administrative, regulatory/supervisory body or authority, court or tribunal; or
 - (f) Any credit reference agency that the Bank uses for credit assessment or credit review of the Customer and parties related to the facilities provided by the Bank; or
 - (g) Any financial crime references agencies, other financial institution and any of their respective agents;
 - (h) Any guarantor or collateral provider for Customer's facilities; or

- (i) Tax authorities of the country/ jurisdiction in which this account(s) is/are maintained and/or exchanged with any tax authorities of another country/ jurisdiction or countries/ jurisdictions in which the Customer may be the tax resident pursuant to intergovernmental agreements in which the Bank has obligation to exchange any account information.

22.3 The Customer hereby expressly consents to such disclosure and confirms and declares that the terms contained therein shall be subject to the Privacy Policy which is accessible at the Bank's website at www.bsn.com.my. In the event of any inconsistency between the terms contained herein with the terms as set out in the Privacy Policy, the terms and conditions in the Privacy Policy shall prevail.

22.4 The Customer acknowledges that the Customer has the right to withdraw the consent given earlier according to the process as stated in the Privacy Policy. However, the withdrawal of the Customer's consent may affect the products or services provided by the Bank to the Customer.

23. UNFORESEEN CIRCUMSTANCES

23.1. Notwithstanding any other provisions herein, in the event where the Bank is unable to perform any operations or to provide any services due to any reason beyond the Bank's control, including but not limited to fire, earthquake, flood, epidemic, pandemic natural catastrophe, accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war, act of God or any unforeseen circumstances, the Bank shall not in any way be liable for any inconvenience, loss, injury, damages suffered or incurred by the Customer arising from the same.

24. CHANGE OF TERMS AND CONDITIONS

24.1. Notwithstanding anything herein contained the Bank reserves the right upon giving adequate notice prior to the effective date, to add, delete or amend any of the provisions stated herein at any time. Any variations, additions, deletions or amendments to the provisions herein shall be binding on the Customer and the Bank is deemed to have brought to the attention of the Customer through notices. All previous Terms and Conditions shall be revoked and wholly be superseded by the latest Terms and Conditions.

24.2. Any notification from the Bank to the Customer can be delivered personally or by registered/ordinary post to the Customer at the current address kept by the Bank or by displaying at the Bank's website or premises or through short message service (SMS) or any other manner which deemed appropriate by the Bank

25. GOVERNING LAW & JURISDICTION

25.1. These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of Malaysia and subject to the exclusive jurisdiction of the Court of Malaysia.



Enumerated below are the Terms and Conditions governing the opening and operation of Term Deposit Account in Bank Simpanan Nasional. By opening a Term Deposit Account, the Customer hereby agrees to abide and to be bound by the following rules and regulations, inclusive of variation that may be prescribed by the Bank from time to time.

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. Unless otherwise expressly specified, the following definitions and interpretations shall apply:
- (a) **“Account”** means BSN Term Deposit and BSN Term Deposit Senior Citizen.
 - (b) **“Adequate notice”** means twenty one (21) calendar days’ notice prior to the effective date.
 - (c) **“Bank”** means Bank Simpanan Nasional.
 - (d) **“Business days”** means working days on which the Bank is operating in West Malaysia and East Malaysia (excluding public holidays).
 - (e) **“Customer”** means the Accountholders including individuals, partnerships, sole proprietorships, companies, clubs, associations, organizations and statutory bodies, unless otherwise stated in this Terms and Conditions or by the Bank from time to time.
 - (f) **“Security Details”** shall include but not limited to an Electronic Banking Password and any other confidential information and / or security codes used in relation to the Customer’s Account.
 - (g) The subtitle headings and the division of provisions into sections and clauses in these Terms and Conditions are only for the purpose for ease of reference and shall not be considered in the interpretation of the provisions of these Terms and Conditions.
 - (h) Words importing the singular shall include the plural and vice versa.

2. ACCOUNT OPENING

- 2.1. The opening of the Account is made through the Bank’s prescribed form and subject to the Bank’s requirements including minimum age, minimum deposit, identification documents and such other requirements which may be imposed by the Bank from time to time.
- 2.2. Customer agrees and gives consent to the Bank to perform any search (if necessary) and/or due diligence on the Customer’s details as required under the Bank’s policies.
- 2.3. Customer hereby agrees that the Bank has the right to require Customer to submit any supporting document for the purpose of opening an Account, whenever necessary.
- 2.4. The Bank reserves the right to reject any application by the Customer to open the Account if the Customer failed to submit a valid and accurate information and/or documents or the Customer does not meet any requirements and/or additional requirements imposed by the Bank on Account opening.

3. DEPOSIT PLACEMENT

- 3.1. Account is open to all individual and non-individual based on age below:
- (a) BSN Term Deposit – Citizen & non-citizen with a permanent address in Malaysia aged 7 years & above and business enterprises operating in Malaysia
 - (b) BSN Term Deposit Senior Citizen – Malaysian citizens aged 50 years & above
- 3.2. Every deposit shall be accompanied by a receipt issued by the Bank and production of any other documents by the Customer that may be required by the Bank. A receipt issued by the Bank is only valid if it is machine-validated and / or acknowledged by the Bank.

- 3.3. Deposit via cheque will only be credited into the Account upon clearance of the cheque. In the event of a dishonoured cheque, the Bank will contact the Customer to self-collect the notification of the dishonoured cheque or upon request, sent by registered post to the Customer's address last registered with the Bank at the Customer's own risk and any expense incurred hereto shall be debited from the Customer's Account.
- 3.4. Deposit placement will be effective on Business days.

4. VERIFICATION OF IDENTIFICATION DOCUMENT

- 4.1. All transactions carried out at the Bank shall be subjected to proof of identification that the Bank may require and shall be verified in a manner and method, including but not limited to identification by way of thumbprint verification that the Bank may deem fit and adopt from time to time. The Bank shall not be liable for relying on any such verification process of the identification document presented and for proceeding to carry out related banking transactions.

5. INTEREST

- 5.1. Interest earned will be credited to the Customer's designated savings account maintained with the Bank.
- 5.2. Customer hereby agrees that the Bank has the right at any time to revise the interest rates by giving notice to the Customer by displaying the revised rates at the Bank's branches or at the Bank's website. Any changes in interest rate will affect new placement / renewal of the Account.
- 5.3. Interest will be paid to Customer subject to the minimum placement amount and tenure as below:

(a) BSN Term Deposit

Tenure (Month)	Minimum Placement (RM)		Frequency of Interest Payment
	Individual	Non-individual	
1	1,000	1,000	Upon maturity
3	500	1,000	Upon maturity
6 - 12	500	1,000	Upon maturity
	5,000	5,000	Monthly
15 - 60	500	1,000	Every 6 months / Upon maturity
	5,000	5,000	Monthly / Every 6 months

(b) BSN Term Deposit Senior Citizen

Tenure (Month)	Minimum Placement (RM)	Frequency of Interest Payment
12 - 60	5,000 – 50,000	Every 4 months
12 - 60	> 50,000	Monthly

6. Redemption

- 6.1 Early redemption of the Account before its maturity date is subject to the placement / renewal date as follows:
- (a) For placement / renewal **prior to 1 January 2019**, the following shall apply:

- Redemption made after a period of one (1) month or more from the date of placement / renewal, Customer is entitled to receive 50% of the accrued interest;
 - Redemption made within a period of less than one (1) month from the date of placement / renewal, Customer is not entitled to receive any interest.
- (b) For placement / renewal **on or after 1 January 2019**, no interest will be paid regardless of the number of completed months at the time of early redemption. In the event any interest has been credited into the Customer's designated savings account, the Bank reserves the right to recover such interest from the principal amount at the time of such early redemption.

7. RENEWAL OF ACCOUNT

- 7.1 Account which has matured but not redeemed by Customer will be automatically renewed by the Bank. The renewal is subject to the existing Terms and Conditions except for the interest rate which shall be at the prevailing rate at the time of renewal is made.
- 7.2 Account shall not be transferable, transacted or pledged to the other party without written approval from the Bank.

8. LIABILITY

- 8.1. Customer hereby agrees that Bank shall not be responsible for or liable to the Customer for any loss incurred by the operation of the Account opened by the Customer with the Bank unless such loss is directly attributed to the wilful negligence of the Bank.
- 8.2. The Customer agrees to be liable for and shall fully indemnify the Bank and hold the Bank harmless against all penalties, damages, claims, losses, costs and expenses (legal or otherwise including costs on a solicitor and client basis) which the Bank may incur as a result of: -
- (a) Breach of this Terms and Conditions by Customer;
 - (b) Fraudulent acts by Customer;
 - (c) Disclosure of Security Details by Customer to any other person or in any emails or on a website that is not of the Bank's;
 - (d) Failure of the Customer to take reasonable steps to keep the Security Details private and/or secure at all times;
 - (e) Failure of Customer to report a breach, disclosure or compromise of the Security Details as soon as reasonably practicable upon being aware of the breach or loss respectively;
 - (f) The Bank discharging a valid mandate requested by Customer;
 - (g) The Bank enforcing any of its rights against Customer;
 - (h) The Bank complying with any regulatory requirements; and/or
 - (i) The Bank complying with any Court judgment or any Court Order, whether or not having the force of law issued by any legally constituted tribunal body entity or authority, arising from any actions or proceedings (legally or otherwise) and which are applicable to or directed to or in any way related to the Customer, and/or Customer's Account which is/are maintained with the Bank.
- 8.3. The indemnities provided above shall not be applicable in relation to electronic banking transactions allowed to be carried out by the Bank to the extent that the losses, costs or expenses incurred, arising from: -
- (a) The Bank's failure to notify of the Customer obligations to ensure the confidentiality and security of Customer's Security Details, as well as of the obligation to immediately inform Bank in the event of a breach, disclosure or compromise of the same;
 - (b) The Bank's failure to provide Customer with adequate means to notify the Bank of any unauthorized or disputed transactions;
 - (c) A technical breakdown or proven deficiency in the systems and equipment under the full control of the Bank;

- (d) A proven weakness or vulnerability in the security features and controls adopted by the Bank;
- (e) Transaction(s) that occurred after the Bank has been notified by the Customer of unauthorized transaction or of the breach, disclosure or compromise of any Security Details provided that the said breach, disclosure or compromise of Security Details was not due to Customer's own acts;
- (f) Transaction(s) that occurred prior to Customer receiving any Security Details in relation to the access and use of Customer's Account; and/or
- (g) Security Details that are forged, faulty, expired or cancelled provided that it is not due to the Customer acts or omissions.

9. RIGHT TO DEBIT ACCOUNT AND ADJUSTMENT

- 9.1. The Customer hereby authorizes the Bank to debit the Account where relevant amount had been mistakenly paid or credited into the Account and/or by virtue of any of the Bank's operational and/or system errors or malfunctioning and/or any other causes which is or are beyond the Bank's reasonable control by giving adequate notice to the Customer prior to such adjustment.

10. RIGHT TO SET-OFF

- 10.1. The Customer hereby agrees that the Bank has the right to set-off or transfer any credit balance in the Account towards the reduction and/or discharge of any sum due to the Bank, by giving seven (7) days' notice prior to the effective date to the Customer.

11. JOINT ACCOUNT

- 11.1. Joint Account Customer shall jointly and severally undertake to indemnify and release the Bank against losses, claims, demands, proceedings, costs, expenses and other liabilities whatsoever and whenever incurred arising from any instruction issued by any of the Joint Account Customer.
- 11.2. Either singularly or jointly, the authority conferred on the authorized signatories operating the Joint Account shall include without limitation the following: -
- (a) Withdrawals of any amount of the Joint Account;
 - (b) Continuation and closure of the Joint Account;
 - (c) Use of any facilities provided by the Bank to pay bills or transfer funds from the Joint Account;
 - (d) Use of any electronic services from time to time provided by the Bank upon such the terms and conditions and payment of all fees, costs or expenses in connection therewith from the Joint Account;
 - (e) Giving of any standing instructions for payments from the Joint Account;
 - (f) Provision of any written indemnity required by the Bank in respect of operation of the Joint Account or any of the foregoing; and
 - (g) Generally the authority to apply for, cancel, modify or do all things in relation to any of the foregoing matter.
- 11.3. Upon Bank receiving notification of death of one of the Joint Account Customer, the Bank hereby has the right to pay the balance from the said Account to the survivor(s).

12. COMPANY ACCOUNT

- 12.1. The Customer shall responsible for all the liabilities and provisions governing the Company Account.
- 12.2. The instructions and mandate given for operation of Company Account shall remain in force until revoked in writing and substituted with fresh instructions and mandate, and shall apply

notwithstanding any change in the directorship/membership, where applicable, whether by death, bankruptcy and/or retirement.

13. CLOSURE OF ACCOUNT

- 13.1. The Customer hereby agrees that the Bank has the right to: -
- (a) Close any Account if Customer's name appear(s) in the blacklist issued by, Bank Negara Malaysia or any relevant authorities;
 - (b) Close any Account for any reason by giving adequate notice of such intention.

14. UNCLAIMED MONEYS

- 14.1. Customer hereby agrees to keep their account active by updating the account at least once within 7 years from the date of the last transaction.
- 14.2. Any monies standing in the credit of Account which has not been operated for seven (7) years from the date of the last transaction (other than credit / debit transaction conducted by the Bank and auto renewal of the Account by system) shall be classified as "Unclaimed Moneys". The Bank shall close the Account and transfer the fund in Account to the Registrar of Unclaimed Moneys as required under the Unclaimed Moneys Act 1965 and its amendment thereto. Any claims for the said fund by the Customer must be made directly to the Registrar of Unclaimed Moneys.
- 14.3. The Bank shall give adequate notice prior to the said transfer, notify the Customer regarding the impending transfer of monies maintained under the Account due to dormancy of the Account. The Customer shall also be informed regarding the options to reactivate the Account or to close the Account to avoid the transfer of the monies maintained under the Account to the Registrar of Unclaimed Moneys.
- 14.4. Customer can activate their Account by updating it at any of the Bank's branches or give instruction to the Bank to reactivate the account subject to the verification of the identity of the Customer.
- 14.5. Interest on the Account shall cease once it has become unclaimed money. The Customer hereby agrees that the Bank has the right to impose and/or vary such fees and charges from time to time to the Customer and it shall become effective on such date as the Bank may elect to adopt. However any change in fees and charges must be notified by giving adequate notice to Customer prior to the effective date of implementation. Such notification shall be communicated to the Customer in writing or electronically or via advertisement displayed at Bank's branches and website.

15. CHANGE OF PARTICULARS

- 15.1. The Customer shall immediately inform the Bank of any changes of address, contact numbers, authorized signatories or other particulars by visiting Bank's branches, failing which the Bank is entitled to rely on the last known details in its record.

16. FREEZING OF ACCOUNT

- 16.1. The Bank reserves the right to freeze the Account at any time by virtue of laws, BNM directives or investigation or court orders, regulations or enactment, bankruptcy of the Customer, winding up of company, deceased of Customer (insanity or at the discretion of the Bank).
- 16.2. The above clause shall be applicable to account holder of individual, joint account or company account.

- 16.3. The Customer shall consult the Bank for the purpose of unfreezing the Account with appropriate evidence to the satisfaction of the Bank that such action has been properly uplifted.
- 16.4. The Customer further agrees that should the Bank be sued or be made a party in any suit arising out of the Bank's action in freezing of the Account herein or should the Bank before or after the freezing of the Account commence any suit including but not limited to any interpleader proceedings against any party including the Customer for any appropriate relief or declaration to be made by any court, all penalties, losses, damages, claims, expenses, charges and costs (legal or otherwise including costs on a solicitors and client basis) which may be awarded against the Bank or which the Bank may incur shall be indemnified by the Customer.

17. ANTI-MONEY LAUNDERING AND COUNTER FINANCING OF TERRORISM

- 17.1. The Customer shall at all times ensure that no funds moving to and from the Accounts are proceeds of, or will be used for any unlawful activity contravention of any Anti-Money Laundering Laws.
- 17.2. The Customer undertake shall not:
 - (a) Use the account, directly or indirectly, for transactions involving any unlawful activity;
 - (b) Conceal or disguise the true nature of any unlawful activity;
 - (c) Utilize any monies from the account for any money laundering or other unlawful purposes.
- 17.3. The Customer agrees that Bank has the right to request Customer to furnish The Bank with all documents, information and authorisation that The Bank reasonably needs to open and maintain the Customer's account for the purposes of The Bank meeting Know Your Customer, Anti-Money-Laundering and Anti-Financing-Terrorism requirements and any other laws and regulations which The Bank needs or agrees to keep to. The Customer must tell The Bank promptly, in writing, of any change in any documents, information or authorisation given to The Bank, and provide The Bank with supporting documents and evidence of any such changes.
- 17.4. In order to comply with local or foreign law, regulations, voluntary codes, directives, judgments or court orders, and any authorities, regulators or enforcement agencies, policies, good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation and demands or requests of any authority, regulator, tribunal, enforcement agencies, exchange bodies related to money laundering and unlawful activity, Bank has the right to take any action it believes to be necessary, which includes freezing of funds, preventing operation of an account, refusing a request for funds from the Customer, not allowing Customer to use a product, or delaying or cancelling a transaction. The Bank does not require to notify the Customer until a reasonable time after it is permitted to do so under those law or policies. The Bank will not be liable for any loss arising out of any action taken or any delay or failure by the Bank, in performing any of its duties or other obligations.

18. DISCLOSURE OF CUSTOMER INFORMATION AND PERSONAL DATA

- 18.1 The Customer consents and authorises the Bank to collect, process, disclose, transfer, maintain, store and retain the Customer's personal data in accordance to Personal Data Protection Act 2010. Personal Data under this Clause has the same meaning given under the Personal Data Protection Act 2010 ("Personal Data").
- 18.2 The Customer consents and agrees for the Bank to disclose the affairs or Account of the Customer pursuant to Development Financial Institution Act 2002 and Personal Data of the Customer including address, telephone number or email address for the purpose connected with the operation of the Customer's account to the following party (the "Authorized Parties"):-
 - (a) Any officer, employee, agent or director of the Bank, subsidiaries, associated companies, affiliates, and representatives; or

- (b) Relevant third parties such as professional advisers, strategic business partners and alliances, service providers, insurers/Takaful operator or insurance/Takaful brokers, outsourced agents, merchants, vendors, business partners and business agents who supports the operational activities of Bank and whom are under legal obligation to the confidentiality of Customer' data; or
- (c) Any actual or potential participants or assignee, novatee or transferee of the Bank rights and/or obligations under any transaction between Bank and Customer (or any agents or professional advisers); or
- (d) Any rating agency or direct/indirect provider of credit protection to Bank; or
- (e) Any party as required by any law or any government, quasigovernment, administrative, regulatory/supervisory body or authority, court or tribunal; or
- (f) Any credit reference agency that Bank uses for credit assessment or credit review of the Customer and parties related to the facilities provided by Bank; or
- (g) Any financial crime references agencies, other financial institution and any of their respective agents;or
- (h) Any guarantor or collateral provider for Customer's facilities; or
- (i) Tax authorities of the country/ jurisdiction in which this account(s) is/are maintained and/or exchanged with any tax authorities of another country/ jurisdiction or countries/ jurisdictions in which the Customer may be the tax resident pursuant to intergovernmental agreements in which Bank has obligation to exchange any account information.

18.3 The Customer hereby expressly consents to such disclosure and confirms and declares that the terms contained therein shall be subject to the Privacy Policy which is accessible at the Bank's website at www.bsn.com.my. In the event of any inconsistency between the terms contained herein with the terms as set out in the Privacy Policy, the terms and conditions in the Privacy Policy shall prevail.

18.4 The Customer acknowledges that the Customer has the right to withdraw the consent given earlier according to the process as stated in the Privacy Policy. However, the withdrawal of the Customer's consent may affect the services provided by the Bank to the Customer.

19. UNFORESEEN CIRCUMSTANCES

19.1. Notwithstanding any other provisions herein, in the event where the Bank is unable to perform any operations or to provide any services due to any reason beyond the Bank's control, including but not limited to fire, earthquake, flood, epidemic, pandemic, natural catastrophe, accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war, pandemic, epidemic, act of God or any unforeseen circumstances, the Bank shall not in any way be liable for any inconvenience, loss, injury, damages suffered or incurred by the Customer arising from the same.

20. CHANGE OF TERMS AND CONDITIONS

20.1. Notwithstanding anything herein contained the Bank reserves the right upon giving adequate notice prior to the effective date, to add, delete or amend any of the provisions stated herein at any time. Any variations, additions, deletions or amendments to the provisions herein shall be binding on the Customer and the Bank is deemed to have brought to the attention of the Customer through notices. All previous Terms and Conditions shall be revoked and wholly be superseded by the latest Terms and Conditions.

20.2. Any notification from the Bank to the Customer can be delivered personally or by registered/ordinary post to the Customer at the current address kept by the Bank or by displaying at the Bank's website or premises or through short message service (SMS) or any other manner which deemed appropriate by the Bank.

21. GOVERNING LAW & JURISDICTION

21.1. These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of Malaysia and subject to the exclusive jurisdiction of the Court of Malaysia.

Enumerated below are the Terms and Conditions governing the opening and operation of Islamic Term Deposit Account in Bank Simpanan Nasional. By opening an Islamic Term Deposit Account, the Customer hereby agrees to abide and to be bound by the following rules and regulations, inclusive of variation that may be prescribed by the Bank from time to time.

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. Unless otherwise expressly specified, the following definitions and interpretations shall apply:
- (a) **“Account”** means BSN Term Deposit-i and BSN Term Deposit-i Senior Citizen.
 - (b) **“Adequate notice”** means twenty one (21) calendar days’ notice prior to the effective date.
 - (c) **“Bank”** means Bank Simpanan Nasional.
 - (d) **“Business Day”** means working days on which BSN is operate in West Malaysia and East Malaysia (excluding public holidays).
 - (e) **“Business Trading Days”** means the days where the purchase of the Commodity transaction is executed with Supplier which is everyday including public holiday.
 - (f) **“Commodity”** means the underlying goods or assets that allowed by the Shariah.
 - (g) **“Commodity Trading”** means sale and purchase transactions performed in accordance to the Shariah concept of Tawarruq.
 - (h) **“Customer”** means the Accountholders including individuals, partnerships, sole-proprietorships, companies, clubs, associations, organizations and statutory bodies, unless otherwise stated in this Terms and Conditions or by the Bank from time to time.
 - (i) **“Maturity Date”** means the date on which the Customers’ deposits can be withdrawn based on the agreed maturity period specified in the Account.
 - (j) **“Murabahah”** refers to a sale and purchase of an asset where the acquisition cost and the mark-up profit are disclosed to the purchaser.
 - (k) **“Purchase Price”** means the price for the purchased commodities carried out by the Bank as an agent to the Customer which the amounts are equivalent to the Customer’s Daily Net Deposit.
 - (l) **“Rebate”** refers to ‘waiver on rights of claim’ accorded by a person to another person that has an obligation which is due to him/her.
 - (m) **“Security Details”** shall include but not limited to an Electronic Banking Password and any other confidential information and/or security codes used in relation to the Customer’s Account.
 - (n) **“Selling Price”** means the sum payable by the Bank in Commodity Murabahah transaction to purchase the Commodity from the Customer which the amount is equivalent to the Purchase Price plus a profit margin.
 - (o) **“Supplier”** means the Commodity traders and / or suppliers who deal with the Bank.
 - (p) **“Wakalah”** means a contract in which a party (*muwakkil*) authorises another party as his/her agents (*wakil*) to perform a particular tasks, in matters that may be delegated, either voluntarily or with imposition of fee.
 - (q) The subtitle headings and the division of provisions into sections and clauses in these Terms and Conditions are only for the purpose for ease of reference only and shall not be considered in the interpretation of the provisions of these Terms and Conditions.
 - (r) Words importing the singular shall include the plural and vice versa.

2. SHARIAH CONCEPT

- 2.1. The Shariah concept used is Tawarruq (Commodity Murabahah) where a Tawarruq consists of two sale and purchase contracts. The first involves the sale of an asset by a seller to a purchaser on a deferred basis. Subsequently, the purchaser of the first sale will sell the same asset to a third party

on a cash and spot basis.

- 2.2. The Tawarruq concept also involve Wakalah contract (Agency contract) which adopts a 'dual-agency' arrangement which involves the followings:
 - (a) The appointment of the Bank who acts as an agent to buy the commodity on behalf of the Customer from a third party.
 - (b) The appointment of the Bank who acts as an agent on behalf of the Customer to conclude the selling of the commodity to the Bank on Murabahah basis.

3. ACCOUNT OPENING

- 3.1. The opening of the Account is made through the Bank's prescribed form and subject to the Bank's requirements including minimum age, minimum deposit, identification documents and such other requirement which may be imposed by the Bank from time to time.
- 3.2. Customer agrees and gives consent to the Bank to perform any search (if necessary) and/or due diligence on the Customer's details as required under the Bank's policies.
- 3.3. Customer hereby agrees that the Bank has the right to require Customer to submit any supporting document for the purpose of opening an account, whenever necessary.
- 3.4. The Bank reserves the right to reject any application by the Customer to open the Account if the Customer failed to submit a valid and accurate information and/or documents or the Customer does not meet any requirements and/or additional requirements imposed by the Bank on Account opening.

4. DEPOSIT PLACEMENT

- 4.1. Account is open to all individual and non-individual based on age below:
 - (a) BSN Term Deposit-i – Citizen & non-citizen with a permanent address in Malaysia who aged 15 years & above and business enterprises operating in Malaysia
 - (b) BSN Term Deposit-i Senior Citizen – Malaysian citizens aged 50 years & above
- 4.2. Every deposit shall be accompanied by a receipt issued by the Bank and production of any other documents by the Customer that may be required by the Bank. A receipt issued by the Bank is only valid if it is machine-validated and / or acknowledged by the Bank.
- 4.3. Deposit via cheque will only be credited into the Account upon clearance of the cheque. In the event of a dishonoured cheque, the Bank will contact the Customer to self-collect the notification of the dishonoured cheque or upon request, sent by registered post to the Customer's address last registered with the Bank at the Customer's own risk and any expense incurred hereto shall be debited from the Customer's Account.
- 4.4. Deposit placement will be effective on Business days.

5. VERIFICATION OF IDENTIFICATION DOCUMENT

- 5.1. All transactions carried out at the Bank shall be subjected to proof of identification that the Bank may require and shall be verified in a manner and method, including but not limited to identification by way of thumbprint verification that the Bank may deem fit and adopt from time to time. The Bank shall not be liable for relying on any such verification process of the identification document presented and for proceeding to carry out related banking transactions.

6. APPOINTMENT OF THE BANK AS AN AGENT

- 6.1. The Customer agrees to appoint the Bank and the Bank agrees to accept the appointment as the agent of the Customer under unrestricted agency to do and execute all acts for purchase and sale of the Commodity in accordance with these Terms and Conditions.
- 6.2. Customer agrees that the appointment of the Bank as its agent as specified in clause 2.2 shall be applicable to all Customer's deposit transactions in the Account.
- 6.3. The Bank will only act as an agent (buy and sell the Commodity) and will not assume, or be deemed to have assumed, any additional obligations to, or to have any special relationship with the Customer.
- 6.4. The Bank will, in performing its obligation in buying and selling of Commodity, look after the best interest of the Customer and act in good faith.
- 6.5. The Customer acknowledges that although the Commodity involved in the Tawarruq Trading Transaction is capable of being physically delivered, Customer agrees that physical delivery of the Commodity will not be executed. However, if the Customer wants to take over the possession of the Commodity, the Customer must take over that ownership in the suitable manner and using the Customer's own cost.
- 6.6. The Customer agrees to indemnify the Bank against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which the Bank may sustain, suffer or incur as a result of acting as the Customer's Agent in the Tawarruq Trading Transaction or as a result of breach of the Customer's obligations unless such actions, claims, demands, liabilities, losses, damages, costs and expenses is attributable to the wilful misconduct, gross negligence or fraud of the Bank. This indemnity shall survive the termination of this Terms and Conditions and any sum payable under it shall not be subject to any deduction either by way of set off counter claims or otherwise.
- 6.7. The Bank shall not be liable for any loss or damage to the interests of the Customer (Muwakkil) except loss or damage caused by the wilful misconduct, gross negligence, fraud or breach of certain conditions by the Bank.
- 6.8. The Customer hereby agrees that by maintaining the Account with the Bank, the appointment of the Bank as an agent to the Customer will be continued and only be terminated concurrently upon dissolution of Tawarruq contract between the Customer and the Bank.

7. TAWARRUQ TRADING TRANSACTION

- 7.1. By opening the Account, the Customer agrees to appoint the Bank as an agent through *Wakalah* Contract to perform the following:-
 - (a) To purchase the Commodity from Supplier; and
 - (b) To conclude the sales of Commodities to the Bank on Murabahah basis at the Sale Price on deferred payment.
- 7.2. The Bank as Customer's agent will purchase the Commodity at the Purchase Price from the Supplier in cash subject to Business Trading Days.
- 7.3. Thereafter, the Bank as an appointed Customer's agent shall conclude the sale of Commodity to the Bank on Murabahah basis at the Sale Price with deferred payment.

- 7.4. Next, the Bank will sell the Commodity to other Supplier in cash at the price equivalent to Customer's deposit amount.
- 7.5. Tawarruq Trading Transaction will take place on daily basis based on each deposit amount by the customer on the deposit placement date.
- 7.6. The customer has right to request and take physical possession and delivery of the Commodity subject to minimum requirements and comply with terms and conditions of the Commodity Platform provider. Request for the delivery of Commodity can be done at any Bank branches during normal business hours and the delivery arrangement is to be made between the Customer and Commodity Platform at the Customer's own costs.
- 7.7. On Maturity Date, the Bank will pay the Selling Price in accordance with the mode of payment choose by the Customer in the account application form.

8. PROFIT

- 8.1. Profit earned will be credited to the Customer's designated savings account maintained with the Bank.
- 8.2. Customer hereby agrees that the Bank has the right at any time to revise the profit rates by giving notice to the Customer by displaying the revised rates at the Bank's branches or at the Bank's website. Any changes in profit rate will affect new placement / renewal of the Account.
- 8.3. Profit will be paid to Customer subject to the minimum placement amount and tenure as below:

(a) BSN Term Deposit-i

Tenure (Month)	Minimum Placement (RM)		Frequency of Profit Payout
	Individual	Non-individual	
1	1,000	1,000	Upon maturity
3 - 12	500	500	Upon maturity
15 - 60	500	500	Every 6 months / Upon maturity

(b) BSN Term Deposit-i Senior Citizen

Tenure (Month)	Minimum Placement (RM)	Frequency of Profit Payment
12 - 60	5,000 – 50,000	Every 4 months
12 - 60	> 50,000	Monthly

9. REDEMPTION

- 9.1. Early redemption or demand for Selling Price (deposit amount plus profit) of the Account before its maturity date is subject to the placement / renewal date as follows:
 - (a) For placement / renewal **prior to 1 January 2019**, Customer hereby acknowledge and agree to grant rebate (Ibra') by releasing part of or all profit comprised in the agreed Selling Price whereby:
 - Redemption made after a period of one (1) month or more from the date of placement / renewal, Customer is entitled to receive 50% of the accrued profit;
 - Redemption made within a period of less than one (1) month from the date of placement renewal, Customer is not entitled to receive any profit.

- (b) For placement / renewal **on or after 1 January 2019**, Customer hereby acknowledge and agrees to grant rebate (Ibra') by releasing all profit comprised in the agreed Selling Price whereby no profit will be given regardless of the number of completed months at the time of early redemption. In the event any profit has been credited into Customer's designated savings account, the Bank reserves the right to recover such profit from the principal amount at the time of such early redemption.

10. RENEWAL OF ACCOUNT

- 10.1. Account which has matured but not redeemed by Customer will be automatically renewed by the Bank. The renewal is subject to the existing Terms and Conditions except for the profit rate which shall be at the prevailing rate at the time of renewal is made.
- 10.2. Account shall not be transferable, transacted or pledged to the other party without written approval from the Bank.

11. LIABILITY

- 11.1. Customer hereby agrees that Bank shall not be responsible for or liable to the Customer for any loss incurred by the operation of the Account opened by the Customer with the Bank unless such loss is directly attributed to the wilful negligence of the Bank.
- 11.2. The Customer agrees to be liable for and shall fully indemnify the Bank and hold the Bank harmless against all penalties, damages, claims, losses, costs and expenses (legal or otherwise including costs on a solicitor and client basis) which the Bank may incur as a result of:-
- (a) Breach of this Terms and Conditions by Customer;
 - (b) Fraudulent acts by Customer;
 - (c) Disclosure of Security Details by Customer to any other person or in any emails or on a website that is not of the Bank's;
 - (d) Failure of the Customer to take reasonable steps to keep the Security Details private and/or secure at all times;
 - (e) Failure of Customer to report a breach, disclosure or compromise of the Security Details as soon as reasonably practicable upon being aware of the breach or loss respectively;
 - (f) The Bank discharging a valid mandate requested by Customer;
 - (g) The Bank enforcing any of its rights against Customer;
 - (h) The Bank complying with any regulatory requirements; and/or
 - (i) The Bank complying with any Court judgment or any Court Order, whether or not having the force of law issued by any legally constituted tribunal body entity or authority, arising from any actions or proceedings (legally or otherwise) and which are applicable to or directed to or in any way related to the Customer, and/or Customer's Account which is/are maintained with the Bank.
- 11.3. The indemnities provided above shall not be applicable in relation to electronic banking transactions allowed to be carried out by the Bank to the extent that the losses, costs or expenses incurred, arising from:-
- (a) The Bank's failure to notify of the Customer obligations to ensure the confidentiality and security of Customer's Security Details, as well as of the obligation to immediately inform Bank in the event of a breach, disclosure or compromise of the same;
 - (b) The Bank's failure to provide Customer with adequate means to notify the Bank of any unauthorized or disputed transactions;
 - (c) A technical breakdown or proven deficiency in the systems and equipment under the full control of the Bank;
 - (d) A proven weakness or vulnerability in the security features and controls adopted by the Bank;
 - (e) Transaction(s) that occurred after the Bank has been notified by the Customer of unauthorized

- transaction or of the breach, disclosure or compromise of any Security Details provided that the said breach, disclosure or compromise of Security Details was not due to Customer's own acts;
- (f) Transaction(s) that occurred prior to Customer receiving any Security Details in relation to the access and use of Customer's Account; and/or
 - (g) Security Details that are forged, faulty, expired or cancelled provided that it is not due to the Customer acts or omissions.

12. RIGHT TO DEBIT ACCOUNT AND ADJUSTMENT

- 12.1. The Customer hereby authorizes the Bank to debit the Account where relevant amount had been mistakenly paid or credited into the Account and/or by virtue of any of the Bank's operational and/or system errors or malfunctioning and/or any other causes which is or are beyond the Bank's reasonable control by giving adequate notice to the Customer prior to such adjustment.

13. RIGHT TO SET-OFF

- 13.1 The Customer hereby agrees that the Bank has the right to set-off or transfer any credit balance in the Account towards the reduction and / or discharge of any sum due to the Bank under the Account, by giving seven (7) calendar days' notice prior to the effective date to the Customer.

14. JOINT ACCOUNT

- 14.1. Joint Account Customer shall jointly and severally undertake to indemnify and release the Bank against losses, claims, demands, proceedings, costs, expenses and other liabilities whatsoever and whenever incurred arising from any instruction issued by any of the Joint Account Customer.
- 14.2. Either singularly or jointly, the authority conferred on the authorized signatories operating the Joint Account shall include without limitation the following:-
- (a) Appointment of the Bank as an agent as stated in clause 6.
 - (b) Withdrawals of any amount of the Joint Account;
 - (c) Continuation and closure of the Joint Account;
 - (d) Use of any facilities provided by the Bank to pay bills or transfer funds from the Joint Account;
 - (e) Use of any electronic services from time to time provided by the Bank upon such the terms and conditions and payment of all fees, costs or expenses in connection therewith from the Joint Account;
 - (f) Giving of any standing instructions for payments from the Joint Account;
 - (g) Provision of any written indemnity required by the Bank in respect of operation of the Joint Account or any of the foregoing; and
 - (h) Generally the authority to apply for, cancel, modify or do all things in relation to any of the foregoing matter.
- 14.3. Upon Bank receiving notification of death of one of the Joint Account Customer, the Bank hereby has the right to pay the balance from the said Account to the survivor(s).

15. COMPANY ACCOUNT

- 15.1. The Customer shall responsible for all the liabilities and provisions governing the Company Account.
- 15.2. The instructions and mandate given for operation of Company Account shall remain in force until revoked in writing and substituted with fresh instructions and mandate, and shall apply notwithstanding any change in the directorship/membership, where applicable, whether by death, bankruptcy and/or retirement.

16. CLOSURE OF ACCOUNT

- 16.1. The Customer hereby agrees that the Bank has the right to:-
- (a) Close any Account if Customer's name appear(s) in the blacklist issued by, Bank Negara Malaysia or any relevant authorities;
 - (b) Close any Account for any reason whatsoever by giving adequate notice of such intention.

17. UNCLAIMED MONEYS

- 17.1. Customer hereby agrees to keep their account active by updating the account at least once within 7 years from the date of the last transaction.
- 17.2. Any moneys standing in the credit of Account which has not been operated for seven (7) years from the date of the last transaction (other than credit / debit transaction conducted by the Bank and auto renewal of the Account by system) shall be classified as "Unclaimed Moneys". The Bank shall close the Account and transfer the fund in Account to the Registrar of Unclaimed Moneys as required under the Unclaimed Moneys Act 1965 and its amendment thereto. Any claims for the said fund by the Customer must be made directly to the Registrar of Unclaimed Moneys.
- 17.3. The Bank shall give adequate notice prior to the said transfer, notify the Customer regarding the impending transfer of monies maintained under the Account due to dormancy of the Account. The Customer shall also be informed regarding the options to reactivate the Account or to close the Account to avoid the transfer of the monies maintained under the Account to the Registrar of Unclaimed Moneys.
- 17.4. Customer can activate their Account by updating it at any of the Bank's branches or give instruction to the Bank to reactivate the account subject to the verification of the identity of the Customer.
- 17.5. Profit on the Account shall cease once it has become unclaimed money.

18. CHANGE OF PARTICULARS

- 18.1. The Customer shall immediately inform the Bank of any changes of address, contact numbers, authorized signatories or other particulars by visiting Bank's branches, failing which the Bank is entitled to rely on the last known details in its record.

19. FREEZING OF ACCOUNT

- 19.1. The Bank reserves the right to freeze the Account at any time by virtue of laws, BNM directives or investigation or court orders, regulations or enactment, bankruptcy of the Customer, winding up of company, deceased of Customer (insanity or at the discretion of the Bank).
- 19.2. The above clause shall be applicable to account holder of individual, joint account or company account.
- 19.3. The Customer shall consult the Bank for the purpose of unfreezing the Account with appropriate evidence to the satisfaction of the Bank that such action has been properly uplifted.
- 19.4. The Customer further agrees that should the Bank be sued or be made a party in any suit arising out of the Bank's action in freezing of the Account herein or should the Bank before or after the freezing of the Account commence any suit for any appropriate relief or declaration to be made by any court, all penalties, losses, damages, claims, expenses, charges and costs (legal or otherwise)

shall be indemnified by the Customer.

20. ANTI-MONEY LAUNDERING AND COUNTER FINANCING OF TERRORISM

- 20.1. The Customer shall at all times ensure that no funds moving to and from the accounts are proceeds of, or will be used for any unlawful activity contravention of any Anti-Money Laundering Laws.
- 20.2. The Customer undertake **shall not**:
- (a) Use the account, directly or indirectly, for transactions involving any unlawful activity;
 - (b) Conceal or disguise the true nature of any unlawful activity;
 - (c) Utilize any monies from the account for any money laundering or other unlawful purposes.
- 20.3. The Customer agrees that the Bank has the right to request Customer to furnish The Bank with all documents, information and authorisation that the Bank reasonably needs to open and maintain the Customer's account for the purposes of The Bank meeting Know Your Customer, Anti-Money-Laundering and Anti-Financing-Terrorism requirements and any other laws and regulations which The Bank needs or agrees to keep to. The Customer must tell The Bank promptly, in writing, of any change in any documents, information or authorisation given to The Bank, and provide The Bank with supporting documents and evidence of any such changes.
- 20.4. In order to comply with local or foreign law, regulations, voluntary codes, directives, judgments or court orders, and any authorities, regulators or enforcement agencies, policies, good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation and demands or requests of any authority, regulator, tribunal, enforcement agencies, exchange bodies related to money laundering and unlawful activity, The Bank has the right to take any action it believes to be necessary, which includes freezing of funds, preventing operation of an account, refusing a request for funds from the Customer, not allowing Customer to use a product, or delaying or cancelling a transaction. The Bank does not require to notify the Customer until a reasonable time after it is permitted to do so under those law or policies. The Bank will not be liable for any loss arising out of any action taken or any delay or failure by the Bank, in performing any of its duties or other obligations,

21. DISCLOSURE OF CUSTOMER INFORMATION AND PERSONAL DATA

- 22.1 The Customer consents and authorises the Bank to collect, process, disclose, transfer, maintain, store and retain the Customer's personal data in accordance to Personal Data Protection Act 2010. Personal Data under this Clause has the same meaning given under the Personal Data Protection Act 2010 ("Personal Data").
- 22.2 The Customer consents and agrees for the Bank to disclose the affairs or Account of the Customer pursuant to Development Financial Institution Act 2002 and Personal Data of the Customer including address, telephone number or email address for the purpose connected with the operation of the Customer's account to the following party (the "Authorized Parties"):-
- (a) Any officer, employee, agent or director of the Bank, subsidiaries, associated companies, affiliates, and representatives; or
 - (b) Relevant third parties such as professional advisers, strategic business partners and alliances, service providers, insurers/Takaful operator or insurance/Takaful brokers, outsourced agents, merchants, vendors, business partners and business agents who supports the operational activities of the Bank and whom are under legal obligation to the confidentiality of Customer' data; or
 - (c) Any actual or potential participants or assignee, novatee or transferee of the Bank rights and/or obligations under any transaction between Bank and Customer (or any agents or professional advisers); or

- (d) Any rating agency or direct/indirect provider of credit protection to the Bank; or
- (e) Any party as required by any law or any government, quasigovernment, administrative, regulatory/supervisory body or authority, court or tribunal; or
- (f) Any credit reference agency that the Bank uses for credit assessment or credit review of the Customer and parties related to the facilities provided by the Bank; or
- (g) Any financial crime references agencies, other financial institution and any of their respective agents;
- (h) Any guarantor or collateral provider for Customer's facilities; or
- (i) Tax authorities of the country/ jurisdiction in which this account(s) is/are maintained and/or exchanged with any tax authorities of another country/ jurisdiction or countries/ jurisdictions in which the Customer may be the tax resident pursuant to intergovernmental agreements in which the Bank has obligation to exchange any account information.

22.3 The Customer hereby expressly consents to such disclosure and confirms and declares that the terms contained therein shall be subject to the Privacy Policy which is accessible at the Bank's website at www.bsn.com.my. In the event of any inconsistency between the terms contained herein with the terms as set out in the Privacy Policy, the terms and conditions in the Privacy Policy shall prevail.

22.4 The Customer acknowledges that the Customer has the right to withdraw the consent given earlier according to the process as stated in the Privacy Policy. However, the withdrawal of the Customer's consent may affect the products or services provided by the Bank to the Customer.

22. UNFORESEEN CIRCUMSTANCES

22.1. Notwithstanding any other provisions herein, in the event where the Bank is unable to perform any operations or to provide any services due to any reason beyond the Bank's control, including but not limited to fire, earthquake, flood, epidemic, pandemic natural catastrophe, accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war, act of God or any unforeseen circumstances, the Bank shall not in any way be liable for any inconvenience, loss, injury, damages suffered or incurred by the Customer arising from the same.

23. CHANGE OF TERMS AND CONDITIONS

23.1. Notwithstanding anything herein contained the Bank reserves the right upon giving adequate notice prior to the effective date, to add, delete or amend any of the provisions stated herein at any time. Any variations, additions, deletions or amendments to the provisions herein shall be binding on the Customer and the Bank is deemed to have brought to the attention of the Customer through notices. All previous Terms and Conditions shall be revoked and wholly be superseded by the latest Terms and Conditions.

23.2. Any notification from the Bank to the Customer can be delivered personally or by registered/ordinary post to the Customer at the current address kept by the Bank or by displaying at the Bank's website or premises or through short message service (SMS) or any other manner which deemed appropriate by the Bank

24. GOVERNING LAW & JURISDICTION

24.1. These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of Malaysia and subject to the exclusive jurisdiction of the Court of Malaysia.



TERMS AND CONDITIONS OF BSN MYFORTUNE
(Effective Date: 1 January 2024)

1. Definitions and Interpretations

1.1. Unless otherwise expressly specified, the following definitions and interpretations shall apply:

- a) **“Adequate notice”** means twenty one (21) calendar days’ advance notice prior to the effective date.
- b) **“Bank”** means Bank Simpanan Nasional.
- c) **“Business Days”** means working days on which the Bank is operate in West Malaysia and East Malaysia (excluding public holidays).
- d) **“Commodity”** means the underlying goods or assets that allowed by the Shariah.
- e) **“Customer”** means the Scheme holder including business or non-business organization, government bodies, locally incorporated companies, entities, club, association and others, unless otherwise stated in this Terms and Conditions or by the Bank from time to time.
- f) **“Maturity Date”** means the date on which the Customer’s deposits can be withdrawn based on the agreed maturity period specified in the Scheme.
- g) **“Murabahah”** refers to a sale and purchase of an asset where the acquisition cost and the mark-up profit are disclosed to the purchaser.
- h) **“Purchase Price”** means the price for the purchased commodities carried out by the Bank as an agent to the Customer which the amounts are equivalent to the deposit amount.
- i) **“Rebate”** refers to ‘waiver on rights of claim’ accorded by a person to another person that has an obligation which is due to him/her.
- j) **“Scheme”** means BSN MyFortune, which is a deposit scheme riding under BSN Term Deposit-i where the Customer is eligible for the draw under this Scheme as specified in Terms and Conditions BSN MyFortune Campaign.
- k) **“Selling Price”** means the sum payable by the Bank in Commodity Murabahah transaction to purchase the Commodity from the Customer which the amount is equivalent to the Purchase Price plus a profit margin.
- l) **“Wakalah”** means a contract in which a party (*muwakkil*) authorises another party as his/her agents (*wakil*) to perform a particular tasks, in matters that may be delegated, either voluntarily or with imposition of fee.

2. Shariah Concept

2.1. The Shariah concept used is Tawarruq (Commodity Murabahah) where a Tawarruq consists of two sale and purchase contracts. The first involves the sale of an asset by a seller to a purchaser on a deferred basis. Subsequently, the purchaser of the first sale will sell the same asset to a third party on a cash and spot basis.

2.2. The Tawarruq concept also involve Wakalah contract (Agency contract) which adopts a ‘dual-agency’ arrangement which involves the followings:

- a) The appointment of the Bank who acts as an agent to buy the Commodity on behalf of the Customer from a third party.
- b) The appointment of the Bank who acts as an agent on behalf of the Customer to conclude the selling of the Commodity to the Bank on Murabahah basis.

2.3. The terms and conditions for the appointment of the Bank as an agent and Tawarruq trading transaction are as specified in the Terms and Condition of Islamic Term Deposit from time to time.

3. Eligibility

3.1. The Scheme is applicable to all new and existing non-individual customer of the Bank consist of business and non-business entities including partnerships, sole-proprietorships, companies, clubs, associations, organizations and statutory bodies or other entities that accepted by the Bank from time to time.

4. Application

- 4.1. Customer who participates in this Scheme may apply through the Bank's prescribed form.
- 4.2. The eligibility is subject to the minimum age, minimum deposit, complete identification documents and any other requirements imposed by the Bank from time to time.

5. Deposit Placement

- 5.1. Customer is required to deposit minimum RM5,000 for opening of the Scheme.
- 5.2. Deposit placement shall be effective on Business Days.
- 5.3. The tenure for Scheme shall be in 1,3,6,9 and 12 months.

6. Redemption

- 6.1. Early redemption or demand for Selling Price (deposit amount plus profit) of the Scheme before its maturity date is allowed for the principal deposit amount only. Customer hereby acknowledge and agrees to grant Rebate (Ibra') by releasing all profit comprised in the agreed Selling Price whereby no profit will be given regardless of the number of completed months at the time of early redemption.

7. Renewal

- 7.1. The Customer may make auto renewal / rollover for the Scheme by giving auto renewal's instruction to the Bank during the deposit placement.
- 7.2. The auto renewal / rollover stated in item 7.1 above are allowed for principal or principal plus profit upon maturity.
- 7.3. Scheme shall not be transferable, transacted or pledged to the other party without written approval from the Bank.

8. Profit

- 8.1. The profit rates for the Scheme shall be determined upfront by the Bank. All profit rates are available and displayed at the Bank's branches and website, www.bsn.com.my (the Bank's website).
- 8.2. Profit shall be paid upon maturity and credited into the Customer's designated deposit account maintained with the Bank.
- 8.3. Customer hereby agrees that the the Bank reserves the right at any time to revise the profit rates by giving notice to the Customer and display of the revised rates at the Bank's branches and/or the Bank's website. Any changes in profit rate will only applicable to a new placement / renewal of the Scheme.

9. Unclaimed Moneys

- 9.1. Customer hereby agrees to keep their scheme active by updating the scheme at least once within 7 years from the date of the last transaction.
- 9.2. Any moneys standing in the credit of Scheme which has not been operated by the Customer for seven (7) years from the date of the last transaction (other than credit / debit transaction conducted by the Bank and auto renewal of the Scheme by system) shall be classified as "Unclaimed Moneys". The Bank shall close the Scheme and transfer the fund in Scheme to the Registrar of Unclaimed Money as required under the Unclaimed Money Act 1965 and its amendment thereto. Any claims for the said fund by the Customer must be made directly to the Registrar of Unclaimed Money.
- 9.3. The Bank shall give adequate notice prior to the said transfer and Customer can activate their Scheme as per activation method and conditions specified in the Terms and Conditions of Islamic Term Deposit from time to time.
- 9.4. Profit on the Scheme shall cease once it has become Unclaimed Moneys.

10. Other Terms and Conditions

- 10.1. By participating in this Scheme, the Customer agrees to be bound by these Terms and Conditions (T&C) stated herein, Terms and Conditions of Islamic Term Deposit and any other relevant terms & conditions that imposed by the Bank from time to time, which is available at the Bank's Website.
- 10.2. The Customer hereby agrees to access to Bank's Website on regular basis to ensure that the Customer is up-to-date with any changes or variations to the T&C.
- 10.3. The Customer hereby consents to their personal details including without limitation to personal data or information being collected, processed and used by BSN for the purposes of the Scheme. The Customer also agrees to be bound by the Disclosure of Customer Information and Personal Data clause as stipulated in the Terms and Conditions of Islamic Term Deposit and the Privacy Policy which is accessible at BSN's website at www.bsn.com.my.
- 10.4. The Customer shall immediately inform the Bank of any changes of address, contact numbers, authorized signatories or other particulars by visiting Bank's branches, failing which the Bank is entitled to rely on the last known details in the record of the Bank.
- 10.5. The Bank reserves the right to add, delete or amend any of the provisions stated herein at any time with adequate notice to the Customer.
- 10.6. In the event of any discrepancy between the T&C and any advertising, promotional, publicity and other material relating to or in connection with the Scheme, the current T&C in the Bank's Website shall prevail.
- 10.7. This T&C shall be governed by and construed in all respects in accordance with the laws of Malaysia and subject to the exclusive jurisdiction of the Court of Malaysia.



TERMS AND CONDITIONS OF BSN SSP (SIJIL SIMPANAN PREMIUM) (Effective Date : 01/01/2024)

Enumerated below are the Terms and Conditions governing opening and operation of BSN SSP (Sijil Simpanan Premium) in Bank Simpanan Nasional. By opening of BSN SSP, the customer hereby agrees to abide and to be bound by the following rules and regulations, inclusive of variations that may prescribe by the Bank from time to time.

1. DEFINITIONS AND INTERPRETATIONS

1.1 Unless otherwise expressly specified, the following definitions and interpretations shall apply:

- (a) **“Adequate Notice”** means twenty one (21) calendar days’ notice prior to the effective date.
- (b) **“Bank”** means Bank Simpanan Nasional (BSN).
- (c) **“Bank’s Website”** refers to Bank’s official website that is www.bsn.com.my.
- (d) **“BSN SSP”** means Sijil Simpanan Premium (SSP) conducted in accordance with the *Mudarabah* contract and subject to the SSP Rules under the BSN Act 1974.
- (e) **“Customer”** means the BSN SSP holders including individual aged 12 years old and above.
- (f) **“Indicative Profit Rate”** refers to the expected profit rate applicable to the BSN SSP account, as published on the Bank’s Website and/or branches from time to time.
- (g) **“Minimum Monthly Balance”** refers to the minimum balance recorded for the current month.
- (h) **“Mudarabah”** refers to a contract between a capital provider (*rabbul mal*) and an entrepreneur (*mudarib*) under which the capital provider provides capital to be managed by the entrepreneur and any profit generated from the capital is shared between the capital provider and the entrepreneur according to a mutually agreed profit sharing ratio (PSR) whilst financial losses are borne by the capital provider.
- (i) **“Profit Sharing Ratio (PSR)”** means the pre-determined profit sharing ratio to be shared between the capital provider and entrepreneur.
- (j) **“Subscription”** refers to deposit of BSN SSP transactions by the customer.
- (k) **“Security Details”** shall include but not limited to an Electronic Banking Password and any other confidential information and/or security codes used in relation to the Customer’s Account.
- (l) **“Winner”** means Customer who wins the BSN SSP draw selected by the BSN SSP Draw Engine.

1.2 The subtitle headings and the division of provisions into sections and clauses in these Terms and Conditions are only for the purpose for ease reference only and shall not be considered in the interpretation of the provisions of these Terms and Conditions.

1.3 Word importing the singular shall include the plural and vice versa.

2. SHARIAH CONCEPT

2.1 The shariah concept used is *Mudarabah*, refers to a contract between a capital provider (Customer) and an entrepreneur (Bank) under which the Customer provides capital to be managed by the Bank and any profit generated from the capital is shared between the Customer and the Bank according to a mutually agreed profit sharing ratio (PSR) whilst financial losses are borne by the Customer provided that such losses are not due to the Bank’s misconduct (*ta`addi*), negligence (*taqsir*) or breach of specified terms (*mukhalafah al-shurut*).

2.2 The Customer hereby agrees that by maintaining the BSN SSP with the Bank, including draw prizes and profits (dividends) in case converted to BSN SSP under the Customer’s name is based on the *Mudarabah* contract and will be continued and only be terminated concurrently upon dissolution of *Mudarabah* contract between the Customer and the Bank.

3. OPENING OF BSN SSP

- 3.1 BSN SSP is subject to the Bank's requirements including minimum age, minimum subscription amount, identification documents and such other requirement which may be imposed by the Bank from time to time.
- 3.2 BSN SSP is open for individual account only. Joint and trust account is not allowed.
- 3.3 Customer agrees and gives consent to the Bank to perform any search including but not limited to insolvency/ bankruptcy searches including AMLA/CFT screening on the Customer as required under the Bank's policies.
- 3.4 Customer hereby agrees that the Bank has the discretion to require Customer to submit additional supporting document for the purpose of opening a BSN SSP.
- 3.5 The Bank reserves the right to reject any application by the Customer to subscribe for the BSN SSP if the Customer fails to submit a valid and accurate information and/or documents or the Customer does not meet any requirements and/or additional requirements imposed by the Bank.

4. VERIFICATION OF IDENTIFICATION DOCUMENT

- 4.1 All transactions carried out at the Bank shall be subjected to proof of identification in accordance with the Bank's policies and shall be verified in a manner and method, including but not limited to identification by way of thumbprint verification that the Bank may deem fit and adopt from time to time. The Bank shall not be liable for relying on any such verification process of the identification document presented and for proceeding to carry out related banking transactions.

5. PROFIT

- 5.1 Profit (dividend), if any, will be distributed between the Customer and the Bank based on the agreed Profit Sharing Ratio (PSR) at the end of financial year.
- 5.2 Profit (dividend) will be calculated based on minimum balance of the month and will only be paid if subscription fulfils whole month as per following formula:

Monthly Minimum Balance x Indicative Profit Rate* x No. of Days / 365 (non-leap year) or 366 (leap year)

**Note: Please refer the indicative profit rate via the Bank's Website.*

- 5.3 Customer hereby agrees that the profit (dividend) amount, if any, will be paid based on following criteria:
 - (a) Profit (dividend) amounting of RM10 and above will be converted into BSN SSP under the name of the Customer, in multiple of RM10. Any remaining balances (if any) will be credited into the Customer's BSN savings/current account;
 - (b) Profit (dividend) amounting of RM1 until below RM10 will be credited into the Customer's BSN savings/current; **OR**
 - (c) Profit (dividend) amounting less than RM1 will be channelled to the Charity Account as approved by the Bank from time to time.
- 5.4 In reference to item 5.3 above, the Customer without any BSN's savings/current account for the purpose of profit (dividend) crediting may claim the profit (dividend) amount via over the counter at

any BSN's branches within one (1) year from the profit (dividend) payment date. Failing which, the amount will be classified as "Unclaimed Moneys".

- 5.5 Customer hereby agrees that the Bank has the right at any time to revise the PSR by giving adequate notice to the Customer with the displaying the revised PSR at Bank's branches or at the Bank's Website.

6. BSN SSP TRANSACTION SLIP

- 6.1 The Bank shall no longer be issuing BSN SSP certificate and instead the Bank will provide a subscription's transaction slip. This transaction slip is deemed to be a valid document evidencing the subscription of the BSN SSP unit. This transaction slip/ BSN SSP Certificate is non-transferable and shall be of no value to other person other than the Customer. In the event the slip transaction is missing or lost, the Customer needs to present a valid identification documents such as identity card or passport at any BSN Counter.

7. REDEMPTION

- 7.1 Customer hereby agrees that BSN SSP can be fully or partially redeemed after forty five (45) days from the date of subscription.
- 7.2 Redemption may be made at any of the Bank's branches or any other channel provided by the Bank from time to time.

8. BSN SSP DRAW

- 8.1 All unredeemed BSN SSP may participate in BSN SSP Draw conducted by the Bank from time to time and subject to draw criteria and draw eligibility as disclosed by the Bank in the Bank's Website from time to time.
- 8.2 The following Customer are **NOT ELIGIBLE** for BSN SSP Draw:-
- (a) Permanent and/or contract employees of BSN and its subsidiaries and/or related companies ("Staff"); and
 - (b) Any other Customer/Staff as determined by the Bank from time to time.

9. DRAW PRIZES & WINNER

- 9.1 The winning prizes are strictly non-transferable and exchangeable for cash or credit, either in part or in whole. Prizes can be viewed via the Bank's Website.
- 9.2 Winner agrees that the Bank makes no representation or warranty with respect to quality merchantability, and/or suitability of the prizes and the Bank shall not be responsible to provide any form of replacement of items due to defects in materials or workmanship by manufacturer under warranty or otherwise including prizes that may be declared as lost or stolen by any court of law. The Winner is to deal directly with the manufacturer for such warranty information or claim without recourse to the Bank.
- 9.3 For the prizes in the form of vehicle, the registration of ownership must be registered under the name of the Winner. The Bank shall bear the costs of the vehicle registration. Customer hereby agrees that should there be any form of changes on the cost; it shall be determined by the Bank from time to time at its discretion.

- 9.4 Once the vehicle is registered under the winner's name, the Bank shall not be liable in any circumstances whatsoever for any damages or defects or future services and/or including scheduled maintenance of the vehicle.
- 9.5 Subject to fulfilment of the Bank's procedure and policies, Prizes must be claimed by the Winner/Winner next of kin within twelve (12) months from the BSN SSP draw date. Winner hereby agrees that the Bank will not entertain any claims after the expiry of the said period.
- 9.6 In the event a Winner dies before Prizes are claimed, the legitimate heirs may claim the prizes won whether in the form of BSN SSP units or vehicles or items within twelve (12) months after the draw date or the date of deceased (whichever comes first) at any of the Bank's branches subject to fulfilment requirement under the Bank's policies.
- 9.7 Winner or his/her legitimate heirs are deemed to relinquish their rights if they fail to claim their prizes within the specified period.
- 9.8 The Bank will appoint an authorised supplier to deliver the prizes (except for prizes in the form of BSN SSP) to the Winner. The method and manners of delivery will be determined by the Bank from time to time at its discretion.
- 9.9 Winner hereby agrees and authorize the Bank to share their information as deemed necessary to the supplier for the prizes delivery purposes.
- 9.10 The authorised supplier will contact the Winner directly on the delivery of the prizes.
- 9.11 Prizes must be claimed by the Winner themselves. Claims by any third party will not be entertained (subject to terms of draw categories).
- 9.12 For prizes in the form of BSN SSP, the Winner hereby agrees to check their prizes at any of BSN Branches by presenting the notification letter and personal identification documents.
- 9.13 Winner hereby agrees that the Bank may from time to time has the right to change/substitute any of the prizes with other items of similar/lower value including or different year or models by giving adequate notice before the change/replacement take effect and shall not be challenged in any way whatsoever.
- 9.14 Any correspondences or inquiries pertaining to prize's claim can be addressed to BSN's Head Quarter stated in item 10.4 of this terms and conditions.

10. DRAW RESULT & NOTIFICATION TO THE WINNER

- 10.1 Results and announcement of the Draw can be viewed via the Bank's Website.
- 10.2 The Winner will be contacted by Bank through mailing or any form of electronic mail based on the latest address/contact number provided to the Bank during subscription of the BSN SSP. An official notification will be sent to the Winner's latest address in the Bank's record within fourteen (14) days from the date of the Draw Result been published.
- 10.3 The Grand Prize Winner shall be required to submit the following information and documents for verification purpose to the Bank subject to the Bank's policies and procedure in order to claim the prizes:

- (a) A photocopy of Identification Card (NRIC) / passport or any other document required by the

- Bank from time to time;
- (b) Mailing Address; and
- (c) Telephone number

10.4 The Winner needs to submit the information and documents stated in item 10.3 personally or post to BSN Head Quarters address or fax number as stated below:

Seksyen Sokongan Perniagaan,
Jabatan Deposit & Pembayaran,
Tingkat 8, Wisma BSN,
117, Jalan Ampang,
50450 Kuala Lumpur.
Telephone/Fax: 03-20283222 Ext. 12620 / 15694

- 10.5 The Winner hereby agrees that the Bank shall not be held responsible for any loss or damage to any documents submitted by the Winner.
- 10.6 The Customer hereby agrees that the determination of the the Winner is final. No correspondence, queries, appeals or protest will be entertained.

11. LIABILITY

- 11.1 Customer hereby agrees that Bank shall not be responsible for or liable to the Customer for any loss incurred by the operation of the BSN SSP by the Customer with the Bank unless such loss is directly attributed to the wilful negligence of the Bank.
- 11.2 The Customer agrees to be liable for and shall fully indemnify the Bank and hold the Bank harmless against all penalties, damages, claims, losses, costs and expenses (legal or otherwise including costs on a solicitor and client basis) which the Bank may incur as a result of:-
- (a) Breach of this Terms and Conditions by Customer;
 - (b) Fraudulent acts by Customer;
 - (c) Disclosure of Security Details by Customer to any other person or in any emails or on a website that is not belongs to the Bank's;
 - (d) Failure of the Customer to take reasonable steps to keep the Security Details private and/or secure at all times;
 - (e) Failure of Customer to report a breach, disclosure or compromise of the Security Details as soon as reasonably practicable upon being aware of the breach or loss respectively;
 - (f) The Bank discharging a valid mandate requested by Customer;
 - (g) The Bank enforcing any of its rights against Customer;
 - (h) The Bank complying with any regulatory requirements; and/or
 - (i) The Bank complying with any Court judgment or any Court Order, whether or not having the force of law issued by any legally constituted tribunal body entity or authority, arising from any actions or proceedings (legally or otherwise) and which are applicable to or directed to or in any way related to the Customer, and/or BSN SSP which is/are maintained with the Bank.
- 11.3 The indemnities provided above shall not be applicable in relation to electronic banking transactions allowed to be carried out by the Bank to the extent that the losses, costs or expenses incurred, arising from:-
- (a) The Bank's failure to notify of the Customer obligations to ensure the confidentiality and security of Customer's Security Details, as well as of the obligation to immediately inform Bank in the event of a breach, disclosure or compromise of the same;

- (b) The Bank's failure to provide Customer with adequate means to notify the Bank of any unauthorized or disputed transactions;
- (c) A technical breakdown or proven deficiency in the systems and equipment under the full control of the Bank;
- (d) A proven weakness or vulnerability in the security features and controls adopted by the Bank;
- (e) Transaction(s) that occurred after the Bank has been notified by the Customer of unauthorized transaction or of the breach, disclosure or compromise of any Security Details provided that the said breach, disclosure or compromise of Security Details was not due to Customer's own acts;
- (f) Transaction(s) that occurred prior to Customer receiving any Security Details in relation to the access and use of Customer's Account; and/or
- (g) Security Details that are forged, faulty, expired or cancelled provided that it is not due to the Customer acts or omissions.

11.4 Customers who made subscription and/or participate in any campaigns under BSN SSP are hereby agree to deem have read, understood and bound by the Terms and Conditions herein.

11.5 Customers hereby agree that the BSN shall not be liable for any damages or losses (including but not limited to loss of income, profits or goodwill whether directly or indirectly, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, arising from or in connection with the BSN SSP Draw or Prize.

11.6 Customers hereby agree that the BSN's decision on all matters relating to BSN SSP and BSN SSP Draw are final, conclusive and binding. No further correspondence, appeals, protests or attempts to dispute the same would not be entertained in any event.

11.7 Customers agree that save and except for the specific Terms and Conditions stated herein, all other terms and conditions set out in the rules and regulation governing the BSN SSP shall continue to apply.

12. RIGHT TO DEBIT ACCOUNT AND ADJUSTMENT

12.1 The Customer hereby authorizes the Bank to debit the Account where relevant amount had been paid or credited into the Account and/or by virtue of any of the Bank's operational and/or system errors or malfunctioning and/or any other causes which is or are beyond the Bank's reasonable control by giving adequate notice to the Customer prior to such adjustment.

13. RIGHT TO SET-OFF

13.1 The Customer hereby agrees that the Bank has the right to set-off or transfer any credit balance in the Account towards the reduction and/or discharge of any sum due to the Bank, by giving seven (7) days' notice prior to the effective date to the Customer.

14. FEES AND CHARGES

14.1 The Bank shall be entitled to impose and deduct from the BSN SSP the following:-

- (a) Costs, fees and charges on the transactions performed and for the services provided by the Bank at such rates as may be applicable from time to time;
- (b) Any service charges on the BSN SSP (if any) in accordance with the rules of any association/regulatory authority or of the Bank; and

- (c) Charges whatsoever chargeable on or for any transactions or the services to the Customer now or hereafter imposed by law or required to be charged.
- 14.2 The Customer hereby agrees that the Bank has the right to impose and/or vary such fees and charges from time to time to the Customer and it shall become effective on such date as the Bank may elect to adopt. The Customer further agrees to be bound by the Bank's Fees and Charges, which forms part of these Terms and Conditions. However, any change in fees and charges must be notified by giving Notice to the Customer prior to the effective date of implementation. Such notification shall be communicated to the Customer in writing or electronically or via advertisement displayed at branches and the Bank's Website.

15. CHANGE OF PARTICULARS

- 15.1 The Customer shall immediately inform the Bank of any changes of address, contact numbers, authorized signatories or other particulars by visiting Bank's branches, failing which the Bank is entitled to rely on the last known details in its record.
- 15.2 Customer hereby agrees that all correspondences sent to the Customer's last known address in the Bank's record is deemed to have been delivered to the Customers.
- 15.3 In the event of the Customer's signature is used for authentication; the signature should be similar as the one in the Bank's record to avoid any difficulties.

16. ANTI-MONEY LAUNDERING AND COUNTER FINANCING OF TERRORISM

- 16.1 The Customer shall at all times ensure that no funds moving to and from the Accounts are proceeds of, or will be used for any unlawful activity contravention of any Anti-Money Laundering Laws.
- 16.2 The Customer undertake **shall not**:
- (a) Use the account, directly or indirectly, for transactions involving any unlawful activity;
 - (b) Conceal or disguise the true nature of any unlawful activity;
 - (c) Utilize any monies from the account for any money laundering or other unlawful purposes.
- 16.3 The Customer agrees that the Bank has the right to request Customer to furnish the Bank with all documents, information and authorisation that the Bank reasonably needs to open and maintain the Customer's account for the purposes of the Bank meeting Know Your Customer, Anti-Money-Laundering and Anti-Financing-Terrorism requirements and any other laws and regulations which the Bank needs or agrees to keep to. The Customer must tell the Bank promptly, in writing, of any change in any documents, information or authorisation given to the Bank, and provide the Bank with supporting documents and evidence of any such changes.
- 16.4 In order to comply with local or foreign law, regulations, voluntary codes, directives, judgments or court orders, and any authorities, regulators or enforcement agencies, policies, good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation and demands or requests of any authority, regulator, tribunal, enforcement agencies, exchange bodies related to money laundering and unlawful activity, the Bank has the right to take any action it believes to be necessary, which includes freezing of funds, preventing operation of an account, refusing a request for funds from the Customer, not allowing the Customer to use a product, or delaying or cancelling a transaction. The Bank does not require to notify the Customer until a reasonable time after it is permitted to do so under those law or policies. The Bank will not be liable for any loss arising out of any action taken or any delay or failure by the Bank, in performing any of its duties or other obligations.

17. DISCLOSURE OF CUSTOMER INFORMATION AND PERSONAL DATA

- 17.1 The Customer consents and authorises the Bank to collect, process, disclose, transfer, maintain, store and retain the Customer's personal data in accordance to Personal Data Protection Act 2010. Personal Data under this Clause has the same meaning given under the Personal Data Protection Act 2010 ("Personal Data").
- 17.2 The Customer consents and agrees for the Bank to disclose the affairs or account of the Customer pursuant to Development Financial Institution Act 2002 and Personal Data of the Customer including address, telephone number or email address for the purpose connected with the operation of the Customer's BSN SSP, BSN SSP draw, winner announcement, advertising and promotional purposes relating to BSN SSP to the following party (the "Authorized Parties"):-
- (a) Any officer, employee, agent or director of the Bank, subsidiaries, associated companies, affiliates and representatives; or
 - (b) Relevant third parties such as professional advisers, strategic business partners and alliances, service providers, insurers/Takaful operator or insurance/Takaful brokers, outsourced agents, merchants, vendors, business partners and business agents who supports the operational activities of Bank and whom are under legal obligation to the confidentiality of Customer' data; or
 - (c) Any actual or potential participants or assignee, novatee or transferee of the Bank rights and/or obligations under any transaction between the Bank and Customer (or any agents or professional advisers); or
 - (d) Any rating agency or direct/indirect provider of credit protection to Bank; or
 - (e) Any party as required by any law or any government, quasi government, administrative, regulatory/supervisory body or authority, court or tribunal; or
 - (f) Any credit reference agency that Bank uses for credit assessment or credit review of the Customer and parties related to the facilities provided by Bank; or
 - (g) Any financial crime references agencies, other financial institution and any of their respective agents;
 - (h) Any guarantor or collateral provider for Customer's financing facilities.
 - (i) Tax authorities of the country/ jurisdiction in which this account(s) is/are maintained and/or exchanged with any tax authorities of another country/ jurisdiction or countries/ jurisdictions in which the Customer may be the tax resident pursuant to intergovernmental agreements in which the Bank has obligation to exchange any account information.
- 17.3 The Customer hereby expressly consents to such disclosure and confirms and declares that the terms contained therein shall be subject to the Privacy Policy which is accessible at the Bank's website at www.bsn.com.my. In the event of any inconsistency between the terms contained herein with the terms as set out in the Privacy Policy, the terms and conditions in the Privacy Policy shall prevail.
- 17.4 The Customer acknowledges that the Customer has the right to withdraw the consent given earlier according to the process as stated in the Privacy Policy. However, the withdrawal of the Customer's consent may affect the services provided by the Bank to the Customer.
- 17.5 The Customer hereby agrees and consents the Bank and/or its affiliates, to use the Personal Data and Participation Details as provided to the Bank for the purposes of this BSN SSP.
- 17.6 Winner hereby agrees and authorizes the Bank to publish or display the name, picture or any other information of the Winner for current and future advertising, winner announcement and promotional purposes in any manner that the Bank and/or its authorized service providers deems appropriate.

18. UNFORESEEN CIRCUMSTANCES

18.1 Notwithstanding any other provisions herein, in the event where the Bank is unable to perform any operations or to provide any services due to any reason beyond the Bank's control, including but not limited to fire, earthquake, flood, epidemic, pandemic natural catastrophe, accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war, act of God or any unforeseen circumstances, the Bank shall not in any way be liable for any inconvenience, loss, injury, damages suffered or incurred by the Customer arising from the same.

19. CHANGE OF TERMS AND CONDITIONS

19.1 Notwithstanding anything herein contained the Bank reserves the right upon giving Notice prior to the effective date, to add, delete or amend any of the provisions stated herein at any time. Any variations, additions, deletions or amendments to the provisions herein shall be binding on the Customer and the Bank is deemed to have brought to the attention of the Customer through notices. All previous Terms and Conditions shall be revoked and wholly be superseded by the latest Terms and Conditions.

19.2 Any notification from the Bank to the Customer can be delivered personally or by registered/ordinary post to the Customer at the current address kept by the Bank or by displaying at the Bank's Website or premises or through electronically mail, short message service (SMS) or any other manner which deemed appropriate by the Bank in writing or via advertisement displayed at branches and the Bank's Website.

19.3 Such amendments, cancellation or additions shall prevail over any provisions or representations contained in any promotional materials advertising regarding BSN SSP.

20. SEVERABILITY

20.1 If any provision of this Terms and Conditions is found to be void or unenforceable under any law or any reason whatsoever, it shall not affect the validity or enforceability of other provision in this Terms and Conditions

21. SUCCESSORS BOUND

21.1 This Terms and Conditions shall be binding on the heirs/permitted assigns and successors in title of the Customer and the Bank

22. GOVERNING LAW & JURISDICTION

22.1 These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of Malaysia and subject to the exclusive jurisdiction of the Court of Malaysia.



TERMS AND CONDITIONS OF BSN MYFIRST / BSN SMART JUNIOR

(Effective Date: 01/01/2024)

PART A – STANDARD TERMS AND CONDITIONS

1. Application

- 1.1. The customer is required to have BSN savings account (Trust) to be eligible for BSN MyFirst membership and BSN savings account (Individual) for BSN Smart Junior (BSJ) membership.
- 1.2. Application for BSN MyFirst / BSJ membership must be made through a specific application form that is required to be completed and signed by the applicant / parents / legal guardian.

2. Deposit and Withdrawal

- 2.1. The customer must deposit at least a minimum savings amount as specified by BSN.
- 2.2. The customer is allowed to make only one (1) withdrawal in a month from the available balance of the account and subject to a minimum balance as specified by BSN from time to time.

3. Change of Particulars

- 3.1. The Customer shall immediately inform the Bank of any changes of address, contact numbers, or other particulars by visiting Bank's branches, failing which the Bank is entitled to rely on the last known details in its record.

4. Other Terms and Conditions

- 4.1. By joining BSN MyFirst / BSJ the customer agrees:-
 - a) To be bound by these Terms and Conditions (T&C) stated herein, T&Cs for BSN Savings Account / BSN Islamic Savings Account and any other relevant T&Cs that imposed by BSN from time to time, which is available at www.bsn.com.my (BSN's Website).
 - b) To access to BSN's Website on regular basis to ensure that the customer is up-to-date with any changes or variations made to the T&C.
 - c) The Customer consents to their personal details including without limitation to personal data or information being collected, processed and used by BSN for the purposes of BSN MyFirst / BSJ. The Customer also agree to be bound by the Disclosure of Customer Information and Personal Data clause as stipulated in the T&Cs for BSN Savings Account / BSN Islamic Savings Account and the Privacy Policy which is accessible at BSN's website at www.bsn.com.my.
 - d) BSN reserves the right to vary, delete, add or amend any of these T&C contained herein, wholly or in part, by giving at least a minimum of 21 calendars days' notice. BSN may give such notice or communication to the customer by posting at BSN's Website and / or BSN's branches, mail, notification in the mass media, by electronic transmission or any other method that BSN deems appropriate.
 - e) In the event of any discrepancy between the T&C and any advertising, promotional, publicity and other materials relating to or in connection with BSN MyFirst / BSJ, the current T&C in BSN's Website shall prevail.
 - f) This T&C shall be governed by and construed in all respects in accordance with the Laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.

PART B – SPECIFIC TERMS AND CONDITIONS

BSN MYFIRST

1. Eligibility

- 1.1. Children aged one (1) day old until below seven (7) years old are eligible to enroll BSN MyFirst with parents / legal guardian aged 18 years old and above.

2. Termination

- 2.1. Termination is allowed upon request after one (1) year of registration by filling up the termination form as specified by BSN.

3. Children Attaining 7 Years Old

- 3.1 Upon children attaining the age of 7 years old, BSN MyFirst will be converted into BSJ membership and shall remain under trust account.
- 3.2 The customer shall be governed by T&C of BSJ and such any other relevant T&C as specified by BSN.
- 3.3 The customer may upon request to change the trust account to an individual account at any BSN Branches and will subject to T&C governing the opening of account as specified by BSN from time to time.
- 3.4 The customer is required to update school information such as school name, school address or other relevant information at any BSN Branches.

BSN SMART JUNIOR (BSJ)

1. Eligibility

- 1.1. All Malaysian citizens aged between seven (7) years old until twenty (20) years old are eligible to join BSJ ("BSJ Member(s)").

2. Freeze Amount

- 2.1. The minimum deposit amount will be frozen by BSN until the BSJ Member attaining the age of 21 years old or upon termination of BSJ membership.

3. Termination of BSJ Membership

- 3.1. The BSJ Membership maybe terminated by the following circumstances:-
 - a) Upon request by BSJ Member after one (1) year of being a BSJ Member; or
 - b) When BSJ Member attaining the age of 21 years old where the membership will be automatically terminated.
- 3.2. BSJ Member must fill up the membership termination form and for BSJ Member aged 18 years old and below, the membership termination form must be signed by parents / legal guardian.
- 3.3. Upon termination of BSJ membership, the rate for BSJ Member will be automatically converted to the prevailing rate for normal BSN Savings Account.



TERMA DAN SYARAT SKIM GALAKAN SIMPANAN PELAJAR (SGSP)
TERMS AND CONDITIONS SKIM GALAKAN SIMPANAN PELAJAR (SGSP)

KELAYAKAN / ELIGIBILITY

1. Skim Galakan Simpanan Pelajar (“SGSP”) ini adalah skim simpanan dalam format pertandingan yang dianjurkan oleh Bank Simpanan Nasional (“BSN”).

Skim Galakan Simpanan Pelajar (“SGSP”) is a savings scheme in competition format organized by Bank Simpanan Nasional (BSN).

2. Semua pelanggan yang memenuhi syarat di bawah adalah layak untuk menyertai BSN SGSP ini (“Peserta”):
 - a) Warganegara Malaysia ;
 - b) Berumur di antara tujuh (7) tahun hingga tujuh belas (17) tahun;
 - c) Semua pelajar sekolah rendah dan sekolah menengah di seluruh Malaysia; dan
 - d) Peserta hendaklah seorang pemegang akaun simpanan BSN. Peserta yang tidak mempunyai akaun simpanan BSN hendaklah membuka akaun simpanan BSN dan tertakluk kepada deposit minima permulaan dan apa-apa terma dan syarat bagi akaun simpanan seperti yang telah ditetapkan oleh pihak BSN

All customers that meet the following criteria are eligible to participate in this BSN SGSP (“Participants”):

- a) *Malaysian Citizen;*
 - b) *Aged between seven (7) years old to seventeen (17) years old;*
 - c) *All primary dan secondary students in Malaysia; and*
 - d) *The Participants must be a BSN savings account holder. The Participants without BSN savings account must open a BSN savings account and subject to a minimum initial deposit and any terms and conditions for savings account as determined by the BSN from time to time.*
3. Individu-individu yang berikut **TIDAK LAYAK** untuk menyertai BSN SGSP:
 - a) Bukan warganegara;
 - b) Berumur di bawah tujuh (7) tahun dan/atau lapan belas (18) tahun ke atas; dan
 - c) Semua pelajar di kedua-dua sekolah rendah dan menengah swasta di Malaysia.

*The following entities/individuals shall **NOT BE ELIGIBLE** to participate in the Campaign:*

- a) *Non Malaysian Citizen;*
- b) *Aged below seven (7) years old or/and eighteen (18) years old and above; and*
- c) *Students in both private primary and secondary school in Malaysia.*

HAK BANK / BANK’S RIGHT

4. BSN mempunyai hak untuk mengubah suai, menggantung atau membatalkan BSN SGSP ini sekiranya ia tidak dapat berjalan seperti yang dirancang atas sebarang sebab termasuk gangguan atau kerosakan teknikal, termasuk tetapi tidak terhad kepada jangkitan oleh virus komputer, pepijat, penggodaman, campur tangan tanpa izin, penipuan, kegagalan teknikal, atau apa-apa sebab di luar kawalan BSN, walaupun selepas segala usaha terbaik BSN dilakukan.

BSN reserves the right to modify, suspend or cancel this BSN SGSP in the event that it becomes incapable of running as planned, technically interfered or corrupted, including but not limited to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of BSN, despite the best efforts of BSN.



TERMA DAN SYARAT SKIM GALAKAN SIMPANAN PELAJAR (SGSP)
TERMS AND CONDITIONS SKIM GALAKAN SIMPANAN PELAJAR (SGSP)

5. BSN berhak, mengikut budi bicara mutlaknyanya, untuk membatalkan penyertaan mana-mana Peserta yang didapati atau disyaki menyalahgunakan proses penghantaran penyertaan BSN SGSP, operasi BSN SGSP ini atau melanggar Terma dan Syarat BSN SGSP. BSN mempunyai hak untuk mengambil tindakan undang-undang terhadap mana-mana individu yang BSN percayai telah melaksanakan aktiviti penipuan atau lain-lain aktiviti negatif berkait dengan BSN SGSP ini.

BSN reserves the right, in its sole discretion, to disqualify any Participants that is found or suspected of tampering with the BSN SGSP's process, the operation of this BSN SGSP or to be in violation of the Terms and Conditions of this BSN SGSP. BSN reserves the right to pursue legal action against any individual it believes has undertaken fraudulent activities or other activities harmful to this BSN SGSP.

LIABILITI DAN TANGGUNGJAWAB / LIABILITY AND RESPONSIBILITY

6. Peserta adalah bertanggungjawab dan menanggung sepenuhnya sebarang liabiliti, kejadian yang tidak diingini, kecederaan, kerosakan, tuntutan atau kemalangan (termasuk kematian) yang timbul akibat daripada penyertaan BSN SGSP ini.

Participants shall assume full liability and responsibility in case of any liability, mishap, injury, damage, claim or accidents (including death) resulting from their participation in this BSN SGSP.

7. Sebarang kos yang dikeluarkan untuk menyertai BSN SGSP ini adalah di bawah tanggungjawab penuh Peserta atau sekiranya dinyatakan sebaliknya.

Any expenses incurred to participate in this BSN SGSP is the sole responsibility of the Participants or if stated otherwise.

8. BSN juga tidak akan bertanggungjawab terhadap gangguan teknikal yang menghalang Peserta daripada menyertai BSN SGSP ini.

BSN is not responsible for technical problems that prevent the Participants from participating in this BSN SGSP.

9. BSN tidak menjamin dan tidak menjanjikan sebarang keputusan tertentu daripada penyertaan BSN SGSP ini.

BSN cannot guarantee and does not promise any specific results from participating in this BSN SGSP.

DATA PERIBADI / PERSONAL DATA

10. Dengan menyertai BSN SGSP ini, Peserta dengan ini bersetuju memberikan keizinan kepada BSN dan/atau sekutu berkenaan dengannya, untuk menggunakan Data Peribadi dan Butiran Penyertaan seperti yang diberikan kepada BSN untuk tujuan BSN SGSP.

By participating in this BSN SGSP, the Participants hereby voluntarily gives express consent to BSN and/or its affiliates, to use the Personal Data and Participation Details as provided to BSN for the purposes of this BSN SGSP.



TERMA DAN SYARAT SKIM GALAKAN SIMPANAN PELAJAR (SGSP)
TERMS AND CONDITIONS SKIM GALAKAN SIMPANAN PELAJAR (SGSP)

11. Pelanggan juga bersetuju untuk terikat dengan Klausa Pendedahan Maklumat dan Data Peribadi Pelanggan sepertimana yang terkandung dalam Terma dan Syarat Akaun Simpanan BSN / Akaun Simpanan Islamik BSN serta Polisi Privasi yang boleh diakses di laman web Bank www.bsn.com.my.

The Customer also agrees to be bound by the Disclosure of Customer Information and Personal Data clause as stipulated in the T&Cs for BSN Savings Account / BSN Islamic Savings Account and the Privacy Policy which is accessible at BSN's website at www.bsn.com.my.

TERMA & SYARAT AM / GENERAL TERMS & CONDITIONS

12. Dengan menyertai BSN SGSP, Peserta telah dianggap bersetuju:-
- a) Untuk terikat dengan Terma dan Syarat di sini, Terma dan Syarat Akaun Konvensional, Terma dan Syarat bagi Akaun Islamik dan lain-lain terma dan syarat yang ditetapkan oleh BSN dari semasa ke semasa termasuk apa-apa pindaan;
 - b) Untuk mengakses laman web www.bsn.com.my ("Laman Web BSN") dari semasa ke semasa untuk memastikan Peserta sentiasa mengikuti apa-apa perubahan atau pindaan yang dibuat kepada Terma dan Syarat; dan
 - c) Bahawa keputusan BSN atas semua perkara berkaitan dengan BSN SGSP ini adalah muktamad.

By participating in this BSN SGSP, the Participants deemed to have agreed;:

- a) *To be bound by the Terms and Conditions herein, Terms and Conditions of Conventional Account, Terms and Conditions of Islamic Account and any other relevant terms and conditions that BSN may impose from time to time including any amendments thereto;*
- b) *To access website www.bsn.com.my ("BSN's Website") on regular basis to ensure that the the Participants are updated with any change or variation made to the Terms and Conditions; and*
- c) *All BSN's decisions on all matters relating to this BSN SGSP are final.*

13. Peserta juga bersetuju dan membenarkan butir-butir peribadi mereka termasuk tetapi tidak terhad kepada data peribadi atau maklumat dikumpulkan, diproses dan digunakan oleh BSN dan/atau pihak ketiga yang dilantik oleh BSN, sekiranya ada, untuk tujuan BSN SGSP ini selaras dengan Notis Privasi BSN, yang boleh didapati di Laman Web BSN.

The Participants are also agree and consent to their personal details including without limitation to personal data or information being collected, processed and used by BSN and/or third party service providers engaged by BSN for the purpose of this BSN SGSP in accordance with BSN's Privacy Notice, which may be viewed on BSN's Website.

14. Semua keputusan yang dikeluarkan BSN berkaitan BSN SGSP ini adalah muktamad, terikat ke atas semua Peserta, konklusif dan tidak boleh dipertikaikan. Sebarang surat menyurat, rayuan dan/atau percubaan untuk mempertikaikannya tidak akan dilayan.



TERMA DAN SYARAT SKIM GALAKAN SIMPANAN PELAJAR (SGSP)
TERMS AND CONDITIONS SKIM GALAKAN SIMPANAN PELAJAR (SGSP)

All BSN's decisions relating to the BSN SGSP is final, binding on all Participants, conclusive and undisputable. No further correspondence and/or appeal to dispute the same will be entertained.

15. Dalam apa keadaan sekalipun, BSN tidak akan bertanggungjawab dan/atau bertanggung terhadap sebarang kerugian atau kerosakan (termasuk tetapi tidak terhad kepada kehilangan pendapatan, keuntungan atau nama baik, secara langsung atau tidak langsung, sampingan, berbangkit, teladan, punitif atau ganti rugi khas mana-mana pihak termasuk pihak ketiga) yang timbul sama ada dalam kontrak, kecuaiian atau sebaliknya, berkaitan dengan BSN SGSP.

In no events will BSN be responsible and/or liable for any loss or damages (including without limitation to loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, negligence or otherwise, in connection with the BSN SGSP.

16. BSN tidak akan bertanggungjawab dan/atau bertanggung dan juga tidak menerima sebarang liabiliti dalam apa-apa bentuk dan bagaimana sekalipun timbul atau dialami oleh Peserta yang diakibatkan secara langsung atau tidak langsung dalam menyertai BSN SGSP ini atau sebaliknya. BSN tidak akan bertanggungjawab terhadap apa-apa kemungkiran obligasi di bawah BSN SGSP ini disebabkan oleh kejadian *force majeure* yang termasuk tetapi tidak terhad kepada bencana alam, pandemik dan/atau epidemik peperangan, rusuhan, sekat masuk, tindakan perindustrian, kebakaran, banjir, kemarau, ribut atau sebarang kejadian di luar kawalan munasabah BSN.

BSN shall not be responsible and/or liable nor shall it accept any form of liability in whatsoever nature and howsoever arising or suffered by the Participants resulting, directly or indirectly, from participation in BSN SGSP or otherwise. Furthermore, BSN shall not be liable for any default of its obligation under BSN SGSP due to any force majeure event which includes but not limited to act of God, pandemic and/or epidemic, war, riot, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of BSN.

17. Dengan menyertai BSN SGSP, Peserta dengan ini memberi kebenaran kepada BSN untuk menerbitkan atau memaparkan nama, gambar atau lain-lain maklumat Peserta untuk tujuan pengiklanan, promosi dan pemakluman pemenang semasa dan akan datang dalam apa-apa cara yang difikirkan sesuai oleh BSN dan/atau penyedia perkhidmatan yang diberikuasa oleh BSN.

By participating in BSN SGSP, the Participants consent to BSN the right to publish or display the name, picture or any other information of the Participants for current and future advertising, promotional purposes and winner announcement, in any manner that BSN and/or its authorized service providers deems appropriate.

18. BSN berhak untuk meminda, mengubah, membatalkan atau menambah mana-mana Terma dan Syarat ini, keseluruhan atau sebahagian, pada bila-bila masa dengan memberikan notis dalam tempoh yang difikirkan munasabah oleh BSN sebelum pindaan, perubahan, pembatalan atau penambahan tersebut melalui makluman di Laman Web BSN dan/atau halaman media sosial rasmi BSN, melalui pos, media massa, paparan notis di cawangan BSN, melalui alat elektronik atau apa-apa kaedah komunikasi yang BSN fikirkan sesuai.

BSN reserves the right at its absolute discretion to amend, vary, delete or add to any of these Terms and Conditions, in whole or in part at any time by giving notification within the period BSN deems reasonable prior to such amendment, variation, deletion or addition by posting at BSN's



TERMA DAN SYARAT SKIM GALAKAN SIMPANAN PELAJAR (SGSP)
TERMS AND CONDITIONS SKIM GALAKAN SIMPANAN PELAJAR (SGSP)

Website and/or BSN official social media page, by post, by notification in the mass media, by posting the notice in BSN's branches or by electronic transmission or any other method of communication that BSN think appropriate

19. BSN berhak mengikut budi bicara mutlakanya untuk menarik balik, membatalkan, menggantung BSN SGSP ini dengan memberikan notis dalam tempoh yang difikirkan munasabah oleh BSN. BSN tidak akan bertanggungjawab atau menerima sebarang liabiliti yang ditanggung oleh Peserta secara langsung atau tidak langsung yang disebabkan oleh perubahan ini.

BSN at its discretion may withdraw, cancel or suspend BSN SGSP by giving notice within the period BSN deems reasonable. BSN will not be responsible for or accept any liability incurred by the Participants, directly or indirectly, caused by the changes.

20. Peserta hendaklah mengakses Laman Web BSN dan/atau mana-mana halaman media sosial rasmi BSN dari semasa ke semasa untuk memastikan Peserta sentiasa mengikut apa-apa perubahan atau pindaan yang dibuat kepada Terma dan Syarat.

Participants must access to BSN Website and/or any BSN's official social media page on a regular basis to ensure that the Participants are up-to-date with any change or variation made to the Terms and Conditions.

21. Sebarang pindaan, perubahan, pembatalan atau penambahan kepada Terma dan Syarat ini akan mengikat Peserta dan dianggap sebagai telah dibawa ke perhatian dan pengetahuan semua Peserta melalui paparan di BSN atau melalui notis yang dihantar oleh BSN atau pengiklanan di halaman media sosial rasmi BSN atau mana-mana medium lain yang difikirkan sesuai oleh BSN.

Any amendment, variation, deletion or addition to the Terms and Conditions herein shall be binding on the Participants and be deemed to be brought to the Participants' attention and knowledge by its display at BSN or by notice being sent by BSN or by advertisement at BSN's official social media page or BSN Website or by any other mode which BSN deems fit.

22. Sekiranya terdapat percanggahan antara Terma dan Syarat BSN SGSP ini dengan bahan pengiklanan, promosi, publisiti dan bahan-bahan lain berkaitan atau bersabit dengan BSN SGSP ini, maka Terma dan Syarat ini akan terpakai. Sebarang perkara mengenai BSN SGSP yang tidak dinyatakan di dalam Terma dan Syarat adalah bergantung kepada budi bicara mutlak pihak BSN.

In the event of any inconsistency between the Terms and Conditions and any advertising, promotional, publicity and other materials relating to or in connection with the BSN SGSP, then these Terms and Conditions shall prevail. Any matter with regards to the BSN SGSP which is not covered in these Terms and Conditions will be determined solely by BSN at its discretion.

23. Terma dan Syarat ini adalah tertakluk kepada dan ditafsir selaras dengan undang-undang Malaysia dan tertakluk kepada bidang kuasa eksklusif Mahkamah Malaysia.

These Terms and Conditions shall be subject to and construed in accordance by the Laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.

TERMA DAN SYARAT TAMAT -
END OF TERMS AND CONDITIONS-