

## **Boost Bank Berhad Personal Banking Terms & Conditions (December 2023 Edition)**

The services rendered by Boost Bank Berhad ("**Boost Bank**") are governed by the terms and conditions ("**Terms and Conditions**") set forth in the document below. Do take the time to read them as they are binding on you.

THIS Terms and Conditions sets out the general terms and conditions of our personal and electronic banking relationship with you. These Terms and Conditions apply together with other product application documents that you have read, understood, and agreed to, such as the product disclosure sheet.

Please note that if you are not a Malaysian, additional terms and conditions may apply as notified by us at any time.

You agree to observe and be bound by these Terms and Conditions. Any additions and/or amendments and/or variations may be made by us from time to time in the manner prescribed.

### **TERMS AND CONDITIONS**

#### **A. DEFINITIONS**

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

- (i) "ABM" means the Association of Banks in Malaysia.
- (ii) "Account(s)" means any one or more of the accounts which includes savings, credit, current or any other account which you may have with us and accessible through the Boost Bank Mobile Banking and/or the Boost eWallet services or any other avenue as may be determined by us from time to time (where applicable) and references to "Account" shall be construed as references to any one of them.
- (iii) "AMLA" means Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001.
- (iv) "Application" means the application to be installed to the user's Mobile device, subject to the necessary changes being made and amended from time to time by us.
- (v) "Banking Day" or "Business Day" means a day on which we are open for business in Malaysia and if any period of time falls on a day which is not a Business/Banking Day, then that period is to be deemed to only expire on the next Business/Banking Day.
- (vi) "BNM" means Bank Negara Malaysia.
- (vii) "DSA" means digital savings account.
- (viii) "Content" means any materials, information, graphic, texts, images, Links, advertisements, and data displayed or contained in the Boost Bank Mobile Banking and/or the Boost eWallet.
- (ix) "CRS" means the Common Reporting Standard which was developed in response to the G20 request and approved by the Organisation for Economic Co-operation and Development (OECD) Council on 15 July 2014, and which calls on jurisdictions to obtain information from their financial institutions and automatically exchange that



information with other jurisdictions on an annual basis. It sets out the financial account information to be exchanged, the financial institutions required to report, the different types of accounts and taxpayers covered, as well as common due diligence procedures to be followed by financial institutions.

- (x) "Customer Service Agent" means our employees and/or representatives who are stationed at our helpdesk to assist you via telephone in accessing and/or using the Services as well as performing certain banking transactions pursuant to your instructions.
- (xi) "DuitNow" means a service established by PayNet, which allows customers to initiate and receive instant credit transfers using a recipient's account number or DuitNow ID.
- (xii) "DuitNow ID" means identifiers of an Accountholder such as a mobile number, National Registration Identification Card number, passport number, army number or police number (in the case of an individual) or business registration number (in the case of a corporate customer) or any other identifiers as may be introduced by PayNet from time to time.
- (xiii) "e-Statement" means your banking statement of account in an electronic form sent to your email inbox where you can view and print from the computer terminal.
- (xiv) "FATCA" means the Foreign Account Tax Compliance Act which was passed as part of the Hiring Incentives to Restore Employment (HIRE) Act, which generally requires that foreign financial institutions and certain other non-financial foreign entities report on the foreign assets held by their United States Accountholders or be subject to withholding on withholdable payments. The HIRE Act also contains legislation requiring United States persons to report, depending on the value, their foreign financial accounts, and foreign assets.
- (xv) "FSA 2013" means the Financial Services Act 2013.
- (xvi) "MyKad" means Malaysian Government Multipurpose Card, or a Malaysian government issued national registration identification card.
- (xvii) "ID" means identification.
- (xviii) "Identifiers" means your Mobile Number, Email Address, PIN, One-Time Password (OTP), Facial Biometric and any one or more of the same.
- (xix) "Information" means prospectuses, annual or other periodic reports or accounts, promotional literature and materials, and statistical information relating to the Investments.
- (xx) "Interest" means the amount of interest, which is payable in connection with the SA, as determined and notified by the Bank in writing.
- (xxi) "Link" means a linkage between a product to a channel and/or a hyperlink word on the Boost Bank Mobile Banking and/or the Boost eWallet which alerts users of the existence of a link to another page on the Internet. It also means a link which is marked as a highlighted word, a different coloured word and/or a graphic (e.g. a trademarked logo or a button) on the Boost Bank Mobile Banking and/or the Boost eWallet which alerts the user of the Boost Bank Mobile Banking and/or the Boost eWallet to the existence of a link to another page on the Internet or World Wide



Web on a site other than the Boost Bank Mobile Banking and/or the Boost eWallet .

- (xxii) "Mobile device" means the mobile device or such other communication device which is used to access the Mobile Banking service.
- (xxiii) "Non-Resident" means:
  - i. Any person other than a Resident;
  - ii. An overseas branch, a subsidiary, regional office, sales office or representative office of a resident company;
  - iii. Embassies, Consulates, High Commissions, supranational or international organisation; or
  - iv. A Malaysian citizen who has obtained permanent resident status of a country or territory outside Malaysia and is residing outside Malaysia.
- (xxiv) "Reauthentication" is a security measure that involves using your facial biometric data to confirm your identity. It compares the facial biometric data captured during the initial onboarding process with the one captured at the time of performing a high-risk transaction. This additional verification step ensures that you, as the account holder, are the one initiating the transaction, enhancing the overall security of the process.
- (xxv) "PIN" means the string of numeric characters selected by you, which, being unique to you and known only to you and our computer system, authenticates your Mobile Number/Email Address whenever you access the Boost Bank Mobile Banking and/or the Boost eWallet services and together with the Mobile Number/Email Address constitutes the other part of the electronic signature.
- (xxvi) "PayNet" means Payments Network Malaysia Sdn Bhd.
- (xxvii) "PDPA" means Personal Data Protection Act 2010.
- (xxviii) "PIDM" means Perbadanan Insurans Deposit Malaysia.
- (xxix) "Resident" means:
  - i. A citizen of Malaysia, excluding a citizen who has obtained permanent resident status in a country or a territory outside Malaysia and is residing outside Malaysia;
  - ii. A non-citizen of Malaysia who has obtained permanent resident status in Malaysia and is ordinarily residing in Malaysia;
  - iii. A body corporate incorporated or established, or registered with or approved by any authority, in Malaysia;
  - iv. An unincorporated body registered with or approved by any authority in Malaysia; or
  - v. The Government or any State Government.
- (xxx) "Restricted Currency" means:
  - i. Currency notes or coin which is legal tender in the State of Israel and other countries on the sanction list of Government of Malaysia;
  - ii. Any right to receive the currency or coin which is legal tender in the State of Israel
    - (a) In respect of any credit or balance at a licenced onshore bank or any other similar institution in or outside Malaysia; or
    - (b) From any person in or outside Malaysia;
  - iii. Any document, instrument or device which enables a person to obtain currency note or coin mentioned in subparagraph (a) from another person, including but not limited to traveller's cheque, letter of credit and bank draft; or
  - iv. Any electronic or digital representation of currency note or coin which is legal tender in the State of Israel.



- (xxxix) "Boost Bank" means Boost Bank Berhad (Registration No.202301007223 (1501144-T) [(formerly known as Boost Berhad)], a licenced bank incorporated under the laws of Malaysia and having its registered address at Level 5, Corporate Headquarters, Boost Tower, 9 Jalan Stesen Sentral 5, Kuala Lumpur Sentral, 50470 Kuala Lumpur, Malaysia.
- (xxxixii) "Boost Bank Mobile Banking" means the Mobile Banking Services offered by us, the services of which may be accessed by you via Internet or mobile data, or any other electronic medium approved by us in accordance with these Terms and Conditions or any other rules and regulations determined by us.
- (xxxixiii) "Boost eWallet" means the Mobile Channel Services offered by us as an additional means to access banking services. Through the Boost eWallet, you can conveniently access these services using the Internet or mobile data or any other electronic medium approved by us in accordance with these Terms and Conditions or any other rules and regulations determined by us.
- (xxxixiv) "Service Provider" means the party who provides the service.
- (xxxixv) "Services" or "Service" means any products and/or services provided by us.
- (xxxixvi) "Specified Person" means:
- i. The State of Israel or its governmental organisation, authority or agency;
  - ii. A natural person who is a citizen or permanent resident of the State of Israel;
  - iii. Any person incorporated, established or registered for the purposes of incorporation or establishment, in the State of Israel or under its law;
  - iv. Any unincorporated entity which is formed in the State of Israel or under its laws or policy; or
  - v. Any person owned or controlled, directly or indirectly by a person mentioned in subparagraph i, ii, iii, or iv,
  - vi. in whatever name or style, or any other person who is connected with a person mentioned in subparagraph i, ii, iii, iv or v as BNM may specify.
- (xxxixvii) "TIN" (including "functional equivalent") means Taxpayer Identification Number or a functional equivalent in the absence of a TIN. A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual or an entity and used to identify the individual or entity for the purposes of administering the tax laws of such jurisdiction. Further details of acceptable TINs can be found at the following link [<https://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-identification-numbers>]. Some jurisdictions do not issue a TIN. However, these jurisdictions often utilise some other high integrity number with an equivalent level of identification (a "functional equivalent"). Examples of that type of number include, for entities, a business/company registration code/number.
- (xxxixviii) "Mobile Number" and/or "Email" means the mobile number and/or email registered for the purpose of log in including as may be applicable one part of the electronic signature under these Terms and Conditions and as a means by which to allow our Boost Bank technology infrastructure and system to identify you and the Account(s) when you access the Boost Bank Mobile Banking Services".
- (xxxixix) The words "We", "Us", "Our", "Bank" and "Boost Bank" means Boost Bank Berhad and/or other entities within the Boost Bank Berhad, their partners and their contractors, or any one of them (where applicable).



- (xl) The words “You”, “Your”, “Yourself”, “the Customer” and/or “the Accountholder”, means the owner and /or joint owner(s) for the Account under the Services offered by the Bank.
- (xli) The word "Ringgit Malaysia" and the abbreviation "RM" mean the lawful currency of Malaysia.
- (xlii) Words importing the singular shall include the plural and vice versa.
- (xliii) Words importing the masculine gender shall include the feminine and neuter genders and vice versa.
- (xliv) Any reference to the terms and conditions by any name in forms, statements, brochures, and other documents which we have provided are a reference to the relevant terms and conditions contained in these Terms and Conditions.
- (xlv) Any banking terms not specifically defined or described in these Terms and Conditions shall be construed in line with the general practice of banks and financial institutions in Malaysia.
- (xlvi) Any reference to a statutory provision includes any modifications, consolidations or re-enactments for the time being in force and all statutory instruments or orders made pursuant thereto.
- (xlvii) Any terms relating to computer technology not specified, defined, or described herein shall be construed in accordance with the general practice and the trade of computer companies and the information technology industry in Malaysia.
- (xlviii) Where there are two (2) or more persons or parties comprised in the expression “you”, the agreements, covenants, stipulations, undertakings, terms and conditions expressed to be made by and on your part in these Terms and Conditions shall be deemed to be made by or binding upon such persons or parties jointly and severally.
- (xlix) The headings in these Terms and Conditions are inserted merely for convenience of reference and shall not affect the interpretation of the provisions contained herein.
- (l) “NAD” means a central addressing depository established by PayNet that links a bank account to a recipient’s DuitNow ID and facilitates payment to be made by referencing the recipient’s DuitNow ID.
- (li) Any reference to “written notice” shall encompass communication methods including but not limited to SMS, in-app messaging, email, and any other electronic means that adhere to Boost Bank's established guidelines for formal notifications.



## **B. ACCOUNTS**

### **1. General**

- 1.1 You may open an Account subject to the relevant documents, fulfilling requirements and procedures (including age, minimum deposit, references, information and supporting documents acceptable to us) and to the terms and conditions specified in the relevant application form.
- 1.2 We may accept or reject your application and the continuance of the Account is at our discretion.

### **2. Account Opening**

- 2.1 Account opening will be completed on the Boost Bank Mobile Banking and/or the Boost eWallet.
- 2.2 The Account opening service is made available 24/7 unless specified otherwise in these Terms and Conditions or on our Boost Bank Mobile Banking and/or the Boost eWallet.
- 2.3 The Account opening service on the Boost Bank Mobile Banking and/or the Boost eWallet may not be available at certain times due to the routine maintenance requirements, malfunctions or system failure, excess demands on the system and/or circumstances which are beyond our control.
- 2.4 Eligibility criteria for Account Opening
  - i. New to Boost Bank without Saving account.
  - ii. Malaysian citizen with a valid new MyKad (80k chip version, with ghost image). Customer to ensure MyKad is in good condition and able to be read/ captured via camera. MyKid, MyPR, MyTentera and MyKAS holders are not eligible.
  - iii. Aged 18 years old and above.
  - iv. Applying for individual account only.
  - v. You must hold a Malaysian-registered mobile number and a valid email address.
  - vi. Must be for self-application only (applicant must be the person who applies to open the account and the accountholder's name is based solely on the applicant's name).
  - vii. Must be a Malaysian Resident.
- 2.5 For new to bank customers without Boost eWallet access, you may open your account on the Boost Bank Mobile Banking and/or the Boost eWallet by following the processes to enjoy the usage of the account. For new to bank customers with Boost eWallet access (who had already performed relevant verifications on Boost eWallet), you are required to open your account on the Boost eWallet by following the processes to enjoy the usage of the account.
  - i. To open and activate the Account for new to bank customers without Boost eWallet access, download Boost Bank Mobile Banking App, and follow the application steps below:
    - (a) Step 1: Confirm your eligibility and agree to the terms and conditions, privacy policy and privacy notice.
    - (b) Step 2: Contact Details – enter your mobile number, and an OTP via SMS will be sent to you to ensure contactability purposes.
    - (c) Step 3: Verify your Identity – scan the front and back of your MyKad.
    - (d) Step 4: Perform face scanning - verify your identity via facial recognition software.
    - (e) Step 5: Application Form – fill in the electronic application form.
    - (f) Note: Your Account opening application will be closed by the Boost Bank after 14 days if you do not complete the above account opening process.
    - (g) Step 6: Activate Your Account – transfer an initial deposit to your Boost



Bank account. Failure to fund the account within sixty (60) calendar days from the date of account opening will result in automatic closure of the account.

*Note: The initial deposit amount transferred will not earn any interest/ profit in the event the account applied for and opened is required to be closed after Boost Bank's further verification as stated in Clause 2.11 below.*

- ii. To open and activate the Account for new to bank customers with Boost eWallet access, download Boost eWallet App, and follow the application steps below:
  - (a) Step 1: Confirm your eligibility and agree to the terms and conditions, privacy policy and privacy notice.
  - (b) Step 2: Confirm your personal details registered with Boost eWallet.
  - (c) Step 3: Provide additional information required for account opening.
  - (d) Step 4: Perform face scanning - verify your identity via facial recognition software.
  - (e) Step 5: Create a 6 digits PIN.
  - (f) Note: Your Account opening application will be suspended by the Boost Bank after 14 days if you do not complete the above account opening process.
  - (g) Step 6: Activate Your Account – transfer an initial deposit to your Boost Bank account. Failure to fund the account within sixty (60) calendar days from the date of account opening will result in automatic closure of the account.  
*Note: The initial deposit amount transferred will not earn any interest/ profit in the event the account applied for and opened is required to be closed after Boost Bank's further verification as stated in Clause 2.11 below.*
- 2.6 By providing your details for the Account opening, you consent to and authorise us to conduct all necessary search on you including credit risk assessment (if applicable), for the purpose of the Account opening.
- 2.7 The process for identity verification will require you to provide a valid document, which we will use for the verification process. If the information that you have provided during the Account opening application is different from the information in the MyKad, your Account will not be opened by the Boost Bank. The Account will also not be opened if verification by the MyKad on you was faulty and/or failed.
- 2.8 If your online application has met the requirements, your Account will be opened immediately, and you may perform any online transaction via Boost Bank Mobile Banking and/or the Boost eWallet.
- 2.9 All successful Account opened online will have a limit of all debit transaction (i.e., online transfer, etc.) of RM5,000 per day. Customer may uplift the RM5,000 transaction limit through the Boost Bank Mobile Banking App.
- 2.10 We reserve the right at our discretion to reject your online Account opening application if you do not meet our requirement for the online Account opening.
- 2.11 We reserve the right to perform further verification on you for identity verification purposes after the successful opening of the account.
  - i. In the event of unfavorable results because of the said further verification stated above, we regret to inform that we will restrict any debit transactions from your account and notify you via SMS, email, or any other means of communication which Boost Bank may select. You agree that the aforesaid right to restrict debit transactions from your account shall be without prejudice to the right of Boost



Bank for other reasons as stated in the terms and conditions governing the Deposit Account. Regardless, you may contact Boost Bank as [support@myboostbank.co](mailto:support@myboostbank.co) to address any verification errors and defects so that you may continue to enjoy the usage of the account.

### **3. Account Activation**

#### **3.1 Activation Post Account Opening:**

After successfully opening your account, as outlined in Section 2, you will be prompted to activate your account. Activation is a mandatory step to fully utilize the services and features of your Boost Bank account.

#### **3.2 Activation Options:**

You will have two options for account activation:

- i. **Credit Transfer Verification (CTV):** By selecting the CTV option, you commit to initiating a transfer from a bank account registered in your name from another bank. This transfer will serve both as an initial deposit and as a verification measure.
- ii. **No Bank Account/Transfer Inability Declaration:** If you opt for this method, you are making a declaration that you either do not have a personal bank account or cannot perform a bank transfer from your account for certain reasons. With this option, you can make an initial deposit from any legitimate source to activate your account.

#### **3.3 Activation Limits:**

- i. **For CTV:** Should you choose the Credit Transfer Verification (CTV) method, upon successful verification and activation, your account will have a transaction limit as detailed in Appendix A.
- ii. **For No Bank Account/Transfer Inability Declaration:** If you select this option and successfully activate your account, your transaction limit will be different from the CTV method and will be detailed in Appendix A.

#### **3.4 Activation Duration:**

Upon selecting your preferred activation method and making the required transfer, your account will typically be activated immediately. Delays might occur due to system maintenance, excessive demands, or unforeseen circumstances, as detailed in Clause 2.3.

#### **3.5 Failure to Activate:**

If you do not activate your account within sixty (60) calendar days from the date of account opening, as per the methods outlined above, your account will be automatically closed. This is in addition to the provisions stipulated in Clause 2.5(i) and Clause 2.5(ii).

#### **3.6 Limit Adjustments:**

Boost Bank reserves the right to amend the activation and transaction limits as specified in Appendix A. You will be notified of any such changes through the communication methods outlined in our standard communication procedures.

#### **3.7 Activation Decline:**

Boost Bank holds the right to decline your account activation if the transfer for activation does not meet the bank's internal criteria or if there are concerns related to the source of funds. In such cases, you will be notified, and any deposited amount will be returned to the source without any interest.



#### **4. Interest**

- 4.1 Interest, if any, shall be paid to you by us at such frequency and at the rate determined by us.
- 4.2 Interest rates are subject to change from time to time at our discretion and the latest Interest rates can be viewed at our Boost Bank Mobile Banking and/or the Boost eWallet.
- 4.3 We reserve the right to impose the requirement for Interest entitlement for DSA, such as the balance to be maintained in the Account that will be entitled to Interest. We reserve the right to vary the requirement for Interest entitlement by giving written notice to you pursuant to Clause li.
- 4.4 No Interest shall be payable by us in respect of non-Interest-bearing Account. Further, we shall have the right to recall or request you to refund any Interest which has been accrued or credited in respect of the non-Interest-bearing Account.

#### **5. Deposits and Withdrawals**

- 5.1 Deposits and withdrawals must be made in accordance with our requirements for minimum deposits, withdrawals, and minimum balances to be maintained in the Account.
- 5.2 We reserve the right to reverse payment of any money which is not intended for the Account which has been subsequently dishonoured.
- 5.3 You shall ensure that there are sufficient and cleared funds in the Account to perform any transactions instructed by you unless you have made prior arrangements with us and which we have agreed to the same in writing.

#### **6. Payments and Transfer of Funds**

- 6.1 You must keep sufficient funds in the Account to enable us to complete any instructions to debit the Account and effect a transfer of funds.
- 6.2 We shall not be liable for any delayed or failed funds transfer (unless such delay or failure is attributable to our gross negligence, wilful misconduct, wilful default or fraud). It is recommended that you allow a reasonable period of time for us to effect the funds transfers/remittances and/or notify you of any problem or restriction in effecting the same. We will only be liable for fund transfer if we have confirmed in writing to you that it has been effected.
- 6.3 We shall be at liberty on your behalf to use of any independent third parties in effecting any other type of remittance (for example, DuitNow ) and shall not assume any liability for any delay, non-remittance or non-receipt of such proceeds arising on the part of such independent third parties (save and except where the same is attributable to our gross negligence, wilful misconduct, wilful default or fraud).
- 6.4 We shall, at our discretion, determine the order or priority of fund transfers instructed by you.
- 6.5 In the event you transfer any funds from your Account to any of your other account or to any account belonging to third parties, the amount shall be automatically debited from your Account upon completion of the transaction and deemed transferred to the receiving account. You shall not be entitled to request us to refund or re-credit your Account for any reasons whatsoever.



- 6.6 Any instructions for fund transfers are subject to any arrangement now subsisting or which may in future subsist between you and us in relation to your Account or any banking accommodation accorded to you. In particular, we reserve the right to:
- i. At any time, refuse to carry out any one or more of your fund transfer instructions (whether in relation to one-off fund transfers with reason(s); and/or
  - ii. Impose limits, restrictions, or conditions on your funds transfer (whether in relation to type, currency purpose, number or any other aspect as may be required by us or any relevant authority(ies) or payment service providers by giving twenty-one (21) calendar days' prior written notice whether via email or any method approved by Boost with reason(s) to you. Unless you notify us otherwise in writing during the notice period that you disagree with such limits, restrictions, or conditions, the same shall be deemed to become effective and form part of the Terms and Conditions at the time of execution of these Terms and Conditions.

## **7. Account Statements**

- 7.1 Please be advised that you have the option to conveniently download your account statements directly from the mobile application. This feature allows quick access to detailed transaction records and facilitates the review of account activities.
- 7.2 We may send a statement of account for each of the Accounts or send a combined statement for all the Accounts. The combination of the types of accounts in the statement is subject to changes.
- 7.3 You are required to verify the accuracy and completeness of each statement of account received from us and inform us within fourteen (14) days from the last day of the statement of any discrepancies, omissions, inaccuracies, or incorrect entries, failing which such statement of account shall be deemed correct, accurate and complete as well as conclusive and binding on you.
- 7.4 You are hereby informed that we only provide electronic statements (e-statements). We do not issue physical paper statements. You can access your e-statements conveniently through the mobile application or other designated electronic platforms. It is your responsibility to regularly review and download your e-statements for record-keeping and reference purposes.

## **8. Conduct and Closure of Accounts**

- 8.1 Dormant accounts
- i. Accounts with no debit and/or credit transactions within the period of twelve (12) months for retail deposit products will be deemed as dormant accounts.
  - ii. For account which has been classified as dormant, no credit and/or debit transaction (other than credit and/or debit transaction conducted by the Bank for the purposes of crediting interest into the account or debiting for fees and/or charges payable by account holder to the Bank) on the account shall be allowed unless and until the account has been reactivated.
  - iii. Reactivation for personal accounts can be performed through the Boost Bank Mobile Banking App.
  - iv. We may also close the Account or withdraw, suspend, or terminate any or all of the Services with prior written notice to you in accordance with any guidelines or rules issued by BNM or anybody/association/regulatory authority or of the Bank. You acknowledge that we have the discretion not to carry out any instructions and/or suspend the use of the Account including in the following circumstances:
    - (a) where we doubt the authenticity of such instructions; or
    - (b) if you fail to pay any fees and charges imposed by us as prescribed in Appendix A and may be updated from time to time.
  - v. You may terminate the Account or suspend or terminate the utilisation of any services by



giving written notice to us. Account closure request can be made by sending us email to [support@myboostbank.co](mailto:support@myboostbank.co) and account closure process will be completed within 10 business days.

- vi. Under the prevailing Unclaimed Moneys Act 1965 or any statutory amendments, any moneys in the Account not operated for seven (7) years including any Interest/Profit accrued to the credit of the Account must be gazetted as “Unclaimed Moneys” and shall be remitted to the Registrar of the Unclaimed Moneys and the Account will then be closed.

#### 8.2 Our right to freeze accounts

We have the right not to effect or carry out any transactions including the payment of any moneys, or any instructions for payment out of the Account and/or acceptance deposits of moneys or any other instruments, or any instructions to effect receipt of payment into the Account upon the occurrence of any one of the following events:

- i. When we are notified or become aware that the Accountholder committed an act of bankruptcy, and/or a petition for bankruptcy has been presented against the Accountholder, and/or the Accountholder has been adjudicated as bankrupt;
- ii. When we are notified and/or requested by any authority including BNM, the Royal Malaysia Police (Polis Diraja Malaysia) or any other statutory or regulatory authorities whether local or international (“**the Authorities**”) to so refrain from performing any transaction under the Account;
- iii. If we, the Royal Malaysia Police (Polis Diraja Malaysia) and/or the Authorities conduct(s) any investigation on any illegal transaction(s) or suspected illegal transaction(s) carried out through the Account, misuse or suspicion of any misuse of the Account or any fraudulent transaction(s) in respect of the Account including the depositing of cheques which you are not beneficially entitled to;
- iv. When we suspect any fraudulent activities involving the Account and we, in our reasonable opinion, are of the view that the information/documents provided to us for opening the Account had been found to be false and/or incorrect and/or tampered with and/or there is a misrepresentation of identity;
- v. When we are made aware of the death of the Accountholder, where the Accountholder is an individual;
- vi. When we are made aware of any monetary instruments and/or sums that have been credited into the Account as a result of any forged and/or tampered instruments and/or instructions and/or fraudulent transactions, with or without your involvement;
- vii. When we have been notified or become aware of any opposing or adverse or conflicting claims by any Accountholder(s) or by any persons alleging to be related to the Accountholder(s) and/or claiming to be the Accountholder(s) in relation to any Account, pertaining to the proceeds or balances of such Account or the operation of such Account or the operational mandate;
- viii. When we are made aware that you are no longer a Resident but a Non-Resident.

#### 8.3 Set-Off and Consolidation

We have the right with prior written notice of not less than seven (7) calendar days in the manner prescribed in Clause li to combine or consolidate the activated Account with any or all other accounts maintained by you with us to set off or transfer any sums standing to the credit of any such account including joint accounts against the sums owing to us towards the satisfaction of any or all liabilities to us, whether such liabilities be actual, contingent, primary, collateral, several or joint. Where the credit balances and the sum owing are in different currencies, we may convert one currency to another at the conversion rate to be determined and notified by us in writing. Our rights set out here shall not be affected by your death, insanity, bankruptcy, insolvency, composition with other creditors or any legal proceedings against you.



- 8.4 Fail to fund initial deposit  
The system will auto close the SA if there is no initial deposit within sixty (60) days from the date of account opening.

**C. SERVICES**

**9. Boost Contact Centre**

- 9.1 General:  
Boost Bank provides support and assistance on enquiries related to your account and our bank services through our contact center.
- 9.2 Available Services:  
Currently, through our contact center, you can avail the following services:
- i. Enquiries: You can make inquiries about your account details, transactions, features, or any other information related to our banking services.
  - ii. Complaints: If you have concerns or are dissatisfied with any aspect of our services, you can lodge a complaint through our contact center.
  - iii. Fraud: If you have reason to believe that your account may have been compromised, please don't hesitate to reach out to us immediately via our 24/7 fraud hotline +60162999831. We will take swift action to secure your account and restrict unauthorized access.
- 9.3 Authentication:  
To ensure the security of your account information, you may be asked to provide certain personal details for authentication purposes when you call our contact center. Please be prepared to provide this information as requested by our representatives.
- 9.4 Limitations:  
As of now, no financial transactions, account modifications, or other transactional operations can be performed through our contact center. For such services, please use our Boost Bank Mobile Banking, or contact us via email (where possible and applicable).
- 9.5 Recording:  
For quality and training purposes, and to ensure the accuracy of information, calls to our call center may be recorded. By using our contact center services, you consent to such recordings.
- 9.6 Operating Hours:  
Our contact center is available from 9:00 am to 9:00 pm, 7 days a week. However, availability might be affected due to routine maintenance, system failures, or circumstances beyond our control.
- 9.7 Changes to Contact Center Services:  
Boost Bank reserves the right to modify, expand, or reduce the services offered through our call center at any time. Any such changes will be communicated to you through our official communication channels.



## **10. Boost Bank Mobile Banking and/or the Boost eWallet**

These Terms and Conditions govern the use of the Boost Bank Mobile Banking and/or the Boost eWallet service provided by us to you, to enable you to electronically access and use the Services and other banking facilities.

These Terms and Conditions are to be read in conjunction with our terms of access. Specific Terms and Conditions and any instructional material provided by us, as well as any other terms, conditions, and provisions which we may prescribe and notify from time to time. If there is any conflict between these Terms and Conditions and any other agreement which you may have with entities in Boost Bank and/or business partners, these Terms and Conditions shall prevail to the extent that it relates to the use of the Boost Bank Mobile Banking and/or the Boost eWallet.

All communications transmitted through the Boost Bank Mobile Banking and/or the Boost eWallet shall be governed by Clause 14.5 below.

### **10.1 Access Boost Bank Mobile Banking and/or the Boost eWallet**

We may at our discretion refuse access to any such access and/or change the eligibility criteria by giving twenty-one (21) calendar days' prior written notice without reason(s). The Account must continue to be valid to enable you to continue using the Boost Bank Mobile Banking service.

- i. Upon enrolment and access to the Boost Bank Mobile Banking, you shall be deemed to have read, understood, and agreed to be bound by these Terms and Conditions and further acknowledge and accept all inherent risks associated in conducting any transactions over the Internet or mobile data or such other electronic medium approved by us.
- ii. All the Accounts that are linked to an Access ID will be automatically linked and accessible under the Boost Bank Mobile Banking service via your Username, subject to a maximum number of Accounts as may be prescribed and notify by us from time to time.
- iii. You understand and acknowledge and therefore you will strictly observe your obligations under Clause 10, and that we shall not be responsible for any loss or damage suffered by you howsoever arising from the non-observance of such obligations.
- iv. Further, despite anything contained in these Terms and Conditions, and despite your personal compliance with the subscription procedures of the Boost Bank Mobile Banking service, we are entitled (but not obligated) to restrict the access to the Services until we have received the written consent of your joint Accountholder (if applicable) for your access to and use of the Boost Bank Mobile Banking service.
- v. You are required to provide true, accurate, current and complete information about yourself, and the Accounts maintained at any other websites, and you agree to not misrepresent the identity or the Account information of yourself. You agree to keep the information of the Account up to date and accurate, and to notify us if you have changed any of your information, and that we shall not be responsible for any loss or damage suffered by you arising from any non-observance.

### **10.2 List of Electronic Services (includes all Fund Transfer services, viewing of Accounts, DuitNow)**

- i. We shall be at liberty on your behalf to use any independent third parties in effecting any other type of remittance (such as DuitNow Transfer) and shall not assume any liability for any delay, non-remittance or non-receipt of such proceeds arising on the part of such independent third parties (save and except where the same is attributable to our gross negligence, wilful misconduct, wilful default or fraud).
- ii. We shall, at our discretion, determine the order or priority of fund transfers instructed by you, and may at our discretion use your overdraft facility (if applicable) to effect such funds transfers instead of another Account (if unspecified by you), and may subsequently transfer funds from any of your Accounts to cover any overdrawn amount in your savings account.



### 10.3 PIN and Other Security Features

- i. To access and use the Boost Bank Mobile Banking and/or the Boost eWallet service, you must key in your Mobile Number/Email Address and PIN, as required when registering to use the Boost Bank Mobile Banking and/or the Boost eWallet service for the first time.
- ii. On completion of the prescribed registration and activation procedures via the Boost Bank Mobile Banking and/or the Boost eWallet, you will be granted the non-exclusive, non-transferable right to use the Application, but based upon and subject always to your agreement to the following conditions:
  - (a) You will not use the Application for any purpose other than to access your own Account(s) via the Mobile Banking on the Mobile device;
  - (b) You will not download or install the Application into a Mobile device which you do not own or have exclusive control and you will not permit or enable any person to access the Application or leave the Mobile device unattended in such a manner as to enable a person to access the Application;
  - (c) You will not download or install the Application on a mobile device that has undergone jailbreaking or rooting.
- iii. We are entitled at any time, to invalidate or cancel any or all your Identifiers with prior written notice as prescribed in Clause li. Such invalidation or cancellation will normally be effected if the integrity or security of the Identifiers are compromised or are suspected to have been compromised, or if the security and integrity of any part of the Boost Bank Online Banking and/or the Boost Bank Mobile Banking services are threatened in any way whatsoever.

### 10.4 Responsibilities for Security

- i. To ensure that you are the only person who can access and give instructions using the Boost Bank Mobile Banking and/or the Boost eWallet service, you must keep strictly to the following security procedures:
  - (a) It is your sole responsibility to ensure the Identifiers stay secret. You must not disclose any of the Identifiers to anyone even if he/she is your joint Accountholder, director, shareholder, or other employee, if applicable, or to our staff member, or our Customer Service Agent, or someone on Boost Bank helpdesk. If you realise that any of the Identifiers is known to someone else, you are required to change it through the Boost Bank Mobile Banking and/or the Boost eWallet service as soon as possible. If you are unable to do so for any reason, you must immediately notify us by contacting our Customer Service Agent.
  - (b) You must not let anyone else operate the Boost Bank Mobile Banking and/or the Boost eWallet service for you, leave the Mobile device unattended whilst you are logged on to the Service, nor save the Identifiers on any prompt in the Mobile device, whether with or without your consent.
  - (c) You acknowledge and agree that we shall not be held accountable or liable for any loss or damage (including any loss of funds) incurred or suffered by you or any other party in the event any or all of the information or funds are accessed, used or howsoever otherwise dealt with by third parties under the Service, where such loss or damage is due to your failure, delay or omission.
  - (d) You must check the Account balances periodically and/or upon the appropriate length of time subsequent to any transaction and inform us if there are any errors. If you become aware or suspect that there are unauthorised transactions or unauthorised access to the Boost Bank Mobile Banking and/or the Boost eWallet services, you must immediately notify us by contacting our Customer Service Agent.
  - (e) You must ensure the Application downloaded for the Mobile Banking is
  - (f) genuine.
  - (g) All such PIN must be kept strictly confidential and must not be disclosed to



- (h) any other person.
- (i) If you lose or replace or part with the possession or control of the Mobile device or any other device in which the Application is installed, or if you have reason to believe that someone has accessed your Account using the Application, you must immediately notify and instruct us to invalidate the Identifiers immediately.
- (j) If your Mobile device is lost or stolen, you must immediately report to us if there is any unauthorised payment via the Boost Bank Mobile Banking and/or the Boost eWallet service as a result from the lost or stolen Mobile device.
- ii. If we suspect any unauthorised transactions, we may suspend your access and use of the Boost Bank Mobile Banking and/or the Boost eWallet service until the fresh Identifiers have been set up.

#### 10.5 Operating Times

- i. The Boost Bank Mobile Banking and/or the Boost eWallet service will usually be available for use twenty-four (24) hours, seven (7) days a week unless otherwise specified in these Terms and Conditions or on our Boost Bank Mobile Banking and/or the Boost eWallet.
- ii. Some or all the Boost Bank Mobile Banking and/or the Boost eWallet services that may be accessed through the Mobile Banking Application may not be available at certain times due to routine maintenance requirements, malfunctions or system failure, excess demands on the system and/or circumstances beyond our control.
- iii. We do not provide any warranty that the Boost Bank Mobile Banking service and/or the Boost eWallet (or any part thereof) provided under the Mobile Banking Application will be available at the times stated in these Terms and Conditions.
- iv. If there is any failure or disruption in the Service (or any part of the same), you must immediately notify us by contacting our Customer Service Agent.

#### 10.6 Instructions

- i. You agree and authorise us to act on all instructions by you (including funds transfers, bill payments, stop payment instructions, viewing of Accounts and the accounts maintained at any other financial institutions etc.) via the Services after you have successfully logged on to the Boost Bank Mobile Banking and/or the Boost eWallet service, and accept full responsibility for all such instructions, and in particular for ensuring the accuracy and completeness of the instructions, and also for ensuring that the same instructions are not inadvertently transmitted to us twice.
- ii. All instructions issued after you have successfully logged on to the Service, when received by us, shall be effected in accordance with the procedures, limits and conditions determined and notified by us and any applicable laws from time to time. We may, at our discretion, delay or refuse to carry out or determine the priority of or execute any such instructions, with prior written notice with reason(s).
- iii. Please be reminded that certain transactions may only be processed during normal banking hours and may take a number of Business Days to complete, despite the extended operating times of the Boost Bank Mobile Banking and/or the Boost eWallet service.
- iv. All instructions issued after you have successfully logged on to the Boost Bank Mobile Banking and/or the Boost eWallet service shall be binding on you once transmitted to us regardless of whether the instructions are issued by you or by some other person, whether authorised or not and despite any error, fraud, or forgery. We will not be liable for any loss or damage (including loss of funds) suffered or incurred by you because of:
  - (a) any unauthorised instructions or transactions effected using the Identifiers, as a result of the non-observance with the obligations under Clause 10.4 above;
  - (b) our refusal to act upon any instructions given to us under circumstances which, in our opinion, are suspicious or irregular;
  - (c) us effecting instructions without verifying the accuracy and/or



completeness of such instructions, although we are entitled at our discretion to seek such confirmation from you (unless the same is attributable to the Bank's gross negligence, wilful misconduct, wilful default or fraud); or

- (d) your non-observance of any of these Terms and Conditions, including insufficient funds in your Accounts after the debiting of the fees and charges under Clause 11 below.
- v. Once you have given your instructions to us, you are not allowed to cancel or amend the instructions. However, upon your request, we may, at our discretion (but shall not be obligated to) agree to revoke, cancel, reverse or otherwise amend any of your earlier instructions. All costs and charges incurred by us in implementing any such requests by you shall be borne by you and you authorise us to debit the same from your Accounts as we deem fit, with not less than seven (7) calendar days' prior written notice to you.
- vi. It shall be your responsibility to notify us immediately:
  - (a) upon your receipt of incomplete, unclear or inaccurate data or information from us of any and all instructions, transactions or other use under the Boost Bank Mobile Banking and/or the Boost eWallet service;
  - (b) upon your receipt of any data or information which is not intended for you, and you shall delete such data or information immediately and not retain the same (or copies of the same); or
  - (c) upon becoming aware, or where you suspect or have any reason to believe that any instructions given by you have not been received by us or are not accurate including any mistaken, fraudulent, or unauthorised payments or funds transfers from or to your Accounts.

#### 10.7 Rights of and Liabilities to Third Parties

- i. At times you may require the services of and/or software provided by third parties, which are not under our control, to access and operate the Boost Bank Mobile Banking and/or the Boost eWallet. In this regard, you understand and agree as follows:
  - (a) You are responsible for and shall not in any way hold us responsible or liable for any services and/or software through which you have accessed the Boost Bank Mobile Banking and/or the Boost eWallet service that are not controlled by us;
  - (b) You shall be responsible to ensure that the software that is supplied to you is compatible with any device from which you have accessed the Boost Bank Mobile Banking and/or the Boost eWallet and any other software or any other provider on other device;
  - (c) You shall be bound by all terms and conditions prescribed by such services and/or software used by you to access the Boost Bank Mobile Banking and/or the Boost eWallet without any recourse to us;
  - (d) We shall not be held liable or responsible for any loss or damage or other charges or expenses that may be incurred by you using such services and/or software mentioned above.
- ii. You understand that any access to the Boost Bank Mobile Banking and/or the Boost eWallet will be effected through the relevant internet service provider, network provider or communication network provider or any other provider in the country from which such service is accessed. To this extent, such access will also be subject to and governed by the relevant laws and regulations of that country and any terms and conditions prescribed by such relevant internet service provider, network provider or communication network provider or any other provider.
- iii. We do not warrant the security and confidentiality of information transmitted through the internet service provider, network provider or communication network provider or any equivalent system in any jurisdiction via the Boost Bank Mobile Banking and/or the Boost eWallet.
- iv. In addition, you accept and agree that we shall bear no responsibility for any electronic,



mechanical, data failure or corruption, computer viruses, bugs or related problems that may be attributable to the services provided by any relevant internet service provider, network provider or communication network provider or any other provider.

- v. We will, from time to time, and at our discretion, display certain third-party products or services on the Boost Bank Mobile Banking and/or the Boost eWallet, or a Link to the website of such third party on the Boost Bank Mobile Banking and/or the Boost eWallet. Whilst we will endeavour to ensure a minimum quality and standard for all products and services offered within the the Boost Bank Mobile Banking and/or the Boost eWallet Application, since your purchase of such products or services will be directly from the third party concerned, we cannot make any representations or warranties on the pedigree of such third party and/or the quality or standard of their products or services.
- vi. You shall indemnify, defend and hold us harmless from and against any and all suits, actions, judgments, damages, costs, losses, expenses (including legal fees on a solicitor and client basis) and other liabilities arising from a breach and/or contravention and/or non-compliance with any provision under this Clause 10 (which is not attributable to our gross negligence, wilful misconduct, wilful default or fraud).

#### 10.8 Equipment and Software

- i. You also agree that you are responsible for the system or other device from which you access the Boost Bank Mobile Banking and/or the Boost eWallet, including the maintenance, operation and permitted use of such system or other device.
- ii. It is your obligation to comply with any criteria imposed by us from time to time with respect to the system or other device from which you access the Boost Bank Mobile Banking and/or the Boost eWallet (including any software used).
- iii. You shall not access the Boost Bank Mobile Banking and/or the Boost eWallet using any system or other device which you do not own unless you have received the owner's permission.
- iv. You shall also ensure that any system or other device from which you have access and use the Boost Bank Mobile Banking and/or the Boost eWallet shall be properly maintained and shall be free from any defects, viruses or errors.
- v. You are to further ensure that the system or other device is loaded with the latest anti-virus and anti-spyware software and that the said software are at all times installed and updated with the latest pattern.
- vi. You shall also ensure that the downloaded Application is from trusted channels and genuine application and all Applications downloaded are at your own risk.
- vii. Any material downloaded or otherwise obtained through the use of the Boost Bank Mobile Banking and/or the Boost eWallet is done at your own discretion and risk. You are responsible for any damage to the system or loss of data that results from the download of any such material.

#### 10.9 Restrictions on Use of Boost Bank Mobile Banking and/or the Boost eWallet

- i. As a condition of your permitted use of the Boost Bank Mobile Banking and/or the Boost eWallet Application, you undertake that you will not use the Boost Bank Mobile Banking Application and/or the Boost eWallet (or any service, information, or product thereunder):
  - (a) for any illegal or unlawful purpose or where otherwise prohibited under law;
  - (b) where prohibited by these Terms and Conditions; or
  - (c) in any manner which could damage, disable, overburden, corrupt or impair the hardware or application and software system, security protocols, information/service provider networks or other operations or interfere with any party's use and enjoyment of the Boost Bank Mobile Banking and/or the Boost eWallet Application.
- ii. You shall not attempt to gain unauthorised access to any account(s) or any hardware and software system, security protocols, information/service provider networks or other operations connected to the Boost Bank Mobile Banking and/or the Boost eWallet



Application, through hacking, PIN mining or any other means.

- iii. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Boost Bank Mobile Banking and/or the Boost eWallet Application.
- iv. You shall not modify, copy, distribute, transmit, use or otherwise deal with any of the products, services, information or the Content of the Boost Bank Mobile Banking and/or the Boost eWallet Application without obtaining our prior written approval unless expressly allowed under these Terms and Conditions. Further, you shall not post, send or transmit any unauthorised Content on to or through the Boost Bank Mobile Banking and/or the Boost eWallet Application including Content that:
  - (a) is unlawful, vulgar, obscene, defamatory, in breach of privacy, abusive or
  - (b) otherwise objectionable;
  - (c) "junkmail", "spam", "chain letters" or any other form of unauthorised
  - (d) materials; and
  - (e) contains software viruses or any file or program that may interrupt, disable, overburden, corrupt or impair the Boost Bank Mobile Banking and/or the Boost eWallet Application or the hardware and software system, security protocols, information/service provider networks or other operations.

#### 10.10 Ownership of Intellectual Property Rights

- i. You are permitted to use the Content delivered to you through the Boost Bank Mobile Banking service only for the services as provided within these Terms and Conditions.
- ii. We own and assert, whether now or in the future, all registered and unregistered rights (including all moral rights) in the Boost Bank Mobile Banking Application, the Content and any other related legal and beneficial rights and interests conferred under the laws of Malaysia and all the countries in the world for the full period of the same, together with any renewals and extensions.
- iii. Nothing in these Terms and Conditions shall be deemed to grant any express or implied licence (or other right) to you to use, reproduce, copy or otherwise deal with any one or more of the intellectual property or proprietary rights set out in the aforesaid paragraph.
- iv. The Boost Bank Mobile Banking and the rights granted to you under these Terms and Conditions are made available to you strictly for your personal use and access. Any rights not expressly granted under these Terms and Conditions are entirely and exclusively reserved to and by us.
- v. You are licensing us and our Service Provider any information, data, PIN materials or other Content (collectively, "Customer Content") you have provided through or to the Boost Bank Mobile Banking service. We and the Service Provider may use, modify, display, distribute and create new material using such Customer Content to provide the Services to you.
- vi. By submitting the Customer Content, you automatically agree or promise that the owner of such Customer Content has expressly agreed that, without any time limit, and without the payment of any fees, we and the Service Provider may use the Customer Content for the purposes set out above. As between us and the Service Provider, we own your confidential account information.
- vii. You shall not, by yourself or through any third party, commit or attempt to commit any infringing acts, including framing, unauthorised linking, spamming, metatagging, and/or spidering.
- viii. You agree not to reverse engineer or reverse compile any of the technology of the Boost Bank Mobile Banking service, including any Java applets associated with the service.
- ix. We may issue directives or instructions in relation to any use of the intellectual and proprietary rights belonging to us (or to our designees) from time to time and you shall immediately comply with all such directives or instructions.

#### 10.11 Liability and Indemnity on Boost Bank Mobile Banking

- i. The provision in Clause 14.1 will apply despite the fact that we or the Service Provider may have been advised of the possibility of such damages, resulting from:



- (a) the use or the inability to use the Boost Bank Mobile Banking service;
  - (b) the cost of getting substitute goods and services;
  - (c) any products, data, information or services purchased or obtained or messages received or transactions entered into, through or from the Boost Bank Mobile Banking service;
  - (d) unauthorised access to or alteration of the transmissions or data;
  - (e) statements or conduct of anyone on the Boost Bank Mobile Banking service;
  - (f) the use, inability to use, unauthorised use, performance or non-performance of any third party account provider site, even if the provider has been advised previously of the possibility of such damages; or
  - (g) any other matter relating to the Services.
- ii. Without prejudice to the generality of the foregoing, you are personally responsible for the use and access of the Boost Bank Mobile Banking Application.
  - iii. You agree to indemnify, defend and hold us harmless against any and all claims, demands, suits, actions, judgements, damages, costs, losses, expenses (including legal fees and expenses on a solicitor and client basis) and other liabilities whatsoever and howsoever caused that may arise or be incurred by us in providing the Boost Bank Mobile Banking service to you (which is not attributable to our gross negligence, wilful misconduct, wilful default or fraud), whether or not arising from or in connection with:
    - (a) your failure to strictly observe the security obligations under Clause 10.4 and/or the subsequent acts or omissions of any person using the Identifiers as a consequence of the failure to so observe the aforesaid security obligations;
    - (b) an infringement of a trademark, or copyright, or other intellectual proprietary
    - (c) right of a third party;
    - (d) any illegal, immoral and/or negligent act, error or omission via the Boost Bank Mobile Banking service, including computer crimes, fraud, cheating, defamation, etc. and/or your failure to observe the applicable laws and/or regulations applicable; and/or
    - (e) your failure to ensure there are sufficient funds in the Account, and/or issue instructions/effect transactions sufficiently in advance and/or in accordance with the terms and conditions applicable thereto.
  - iv. The provisions of Clause 10.11 i, Clause 10.11 ii, and Clause 10.11 iii in these Terms and Conditions shall take effect to the widest and fullest extent permitted by law.

#### 10.12 Suspension or Termination of Service

- i. Despite any other provision contained in these Terms and Conditions, we may, at any time, with prior written notice to you, discontinue, suspend, or terminate Boost Bank Mobile Banking service (or any part of such service) or your right to access and use the Boost Bank Mobile Banking service (or any part of such service), unconditionally or otherwise, at our discretion.
- ii. We may also, at our discretion, impose conditions on the suspension including the period of suspension and reinstatement of the Boost Bank Banking service and the requirement before any reinstatement is made.
- iii. Upon suspension or termination of the Boost Bank Mobile Banking service, we shall not be obligated to act upon any of your instructions, whether received before or after the effective date of suspension or termination and which have not been already implemented by us, at our discretion.
- iv. If there are any outstanding matters or activities that we require you to comply with, you shall take all steps required by us to effect completion or termination of all the activities under or pursuant to the services.
- v. All rights and licences granted to you under these Terms and Conditions shall cease with immediate effect. Termination or suspension by us of the Boost Bank Mobile Banking



service under Clause 10.12 shall not entitle you to, and you waive all rights to any claim or compensation against us for all loss or damage suffered or incurred by you as a direct or indirect result of the act of termination or suspension.

#### 10.13 Electronic Statements

- i. We will provide all banking account statement to you in an electronic form by uploading the e-Statement via Boost Bank Mobile Banking for which you have registered as a user; or sending the e-Statement directly via email to your personal internet email address. Please refer to the e-Statement FAQ in our Boost Bank Mobile Banking and/or the Boost eWallet.
- ii. You are responsible:
  - (a) For installing the appropriate computer software such as Acrobat Reader and/or any other computer software required to view and print the e-Statement, as advised by us;
  - (b) For setting up, maintaining and regularly reviewing the arrangements, parameters or configuration relating to the access to your computer, email inbox;
  - (c) For viewing and examining the e-Statement in a prompt and timely manner. In any event, the entries and balances shown in the e-Statement will be considered correct unless you notify us of any discrepancies within fourteen (14) days from the date in the e-Statement, regardless of when you open the e-Statement;
  - (d) For notifying us immediately if there is delay or error/failure in the delivery of the e-Statement or if there are any irregularity/claims of any unauthorised debits appearing in the e-Statement, otherwise you shall be deemed to have received and accepted all the details. Please see below for details on how to contact us.
- iii. You are advised to add our email address to your address book and/or the approved sender list upon enrolment of e-Statement Service to avoid the e-Statement email being automatically put into the junk mail.
- iv. The account statement is deemed to have been delivered to and received by you when the account statement has been sent to your email address on the relevant statement date when you have opted to receive statements via email (unless there is contrary evidence that the account statement was in fact not received).
- v. By using the e-Statement service and/or email as a means of transmission, you agree to discharge us from any/all responsibility and liability arising from such use and further agree to hold us free and harmless from all losses, costs and damages that may be suffered by and/or attributable to you due to any errors, delays or problems in the transmission or unauthorised or illegal interception, alteration, manipulation of electronic data or otherwise (unless the same is attributable to our gross negligence, wilful misconduct, wilful default or fraud).
- vi. For Savings Account, the e-Statement will be available for your viewing.

#### 10.14 Security

- i. You agree to protect the confidentiality and security of the Accounts, Account number, ID, and PIN.
- ii. You understand that your ID and PIN by itself or together with information related to your Accounts may be susceptible to unauthorised access to the Accounts, e-statement or any other information therein relating to the Account.
- iii. We maintain strict security standards and procedures to prevent unauthorised access to information about you. We will never contact you to ask you to validate personal information such as your user ID, PIN or Account numbers.

#### 10.15 Evidence

- i. Our records of all and any communications by you during or pursuant to the use and access to the Boost Bank Mobile Banking service in any form or medium whatsoever (including



electronic information storage media) shall be conclusive evidence of such communications.

- ii. All communications transmitted through the Boost Bank Mobile Banking service in accordance with these Terms and Conditions shall be construed to be valid, accurate and authentic and shall have the same effect as a written and/or signed document.

#### **D. GENERAL**

##### **11. Fees, Charges and Taxes**

- 11.1 We are entitled, from time to time, with a minimum of twenty one (21) calendar days' prior written notice with reason(s) as prescribed in Clause 11 below, to levy such fees and charges, or vary existing fees and charges, for the access and/or use of the Service or items provided in the Boost Bank Mobile Banking and/or the Boost eWallet, in accordance with any applicable rules, regulations or other directives imposed by any relevant authorities. Continued access and use of the Service or Product or items provided in the Boost Bank Mobile Banking and/or the Boost eWallet shall be considered your acceptance of such fees and charges.
- 11.2 The fees and charges stated above relate only to the access and use of the Service or Product or the Boost Bank Mobile Banking and/or the Boost eWallet. You may also be liable for any other fees or charges imposed by us for transactions and instructions made under or pursuant to this Service or Product or the Boost Bank Mobile Banking and/or the Boost eWallet (including the charges, Interest/Profit charges, etc.) and which are payable to us under these Terms and Conditions or under any other applicable agreements, terms, conditions or procedures determined and notified by us in writing from time to time.
- 11.3 You further agree to pay all taxes, levies, stamp duties and governmental charges which arise from the access and use of the Service or Product or the Boost Bank Mobile Banking and/or the Boost eWallet.
- 11.4 Please be reminded that we have the right, with a minimum of seven (7) calendar days' prior written notice (or through any methods we deem appropriate) to you, to debit your Account(s) for all fees and charges for the access and use of the Service or Product or the Boost Bank Mobile Banking and/or the Boost eWallet, and any governmental fees, taxes, levies and/or stamp duty, and also any other fees and charges payable on the transactions performed by you from time to time.
- 11.5 Please also be reminded that in the event the Account is overdrawn because of our exercise of our right to debit the Account, the amount for which the Account is overdrawn including interest and/or any other bank, administrative or other charges imposed by us is a debt due and payable to us, which may attract the usual overdraft facility interest and penalty rates (where applicable).
- 11.6 We have the right, with a minimum of seven (7) calendar days' prior written notice (or through any methods we deem appropriate) to you, to impose and deduct from your Account the following:
  - i. costs, fees and charges, including the usual bank charges, commissions, stamp duty on the transactions performed and for the services provided by us at such rates as may be applicable from time to time;
  - ii. any service charges on your Account and on the services in accordance with the rules of any body/association/regulatory authority or the Bank;
  - iii. withholding or other taxes, levies, or charges whatsoever chargeable on or for any transactions or services or on any amount or interest (where applicable) due to you now or in the future imposed by law or required to be charged; and
  - iv. all legal expenses incurred for the recovery of any of your indebtedness under



any credit facilities or account with us.

- 11.7 If deductions cannot be made, such sums with interest (where applicable) thereon at the rate determined and notified by us in writing via email or any method deemed appropriate by us (to be calculated from the date such sum is incurred by us) shall be paid to us when requested.
- 11.8 We have the right to impose and/or vary such fees and charges from time to time by giving written notice to you at least twenty-one (21) calendar days with reason(s) prior to the effective date of implementation. Further, any change in interest rate will be notified prior to the effective date of implementation with reason(s). At our discretion, notice of such additions or amendments or variations may be effected, from time to time by way of notifying you.
- 11.9 Details of our fees and charges can be accessed from our Boost Bank Mobile Banking and/or the Boost eWallet and you agree to be bound by our fees and charges, which form part of these Terms and Conditions. Our fees and charges are also available on request from our branches or any other delivery channel of the Bank.
- 11.10 You shall bear all professional fees, taxes (including service tax or sales tax), and out-of-pocket expenses incurred and any other fees, expenses, or recourse in respect of the Account.

## **12. Waiver**

- 12.1 If we fail to or neglect to enforce any terms, provisions or remedies under these Terms and Conditions or otherwise in relation to the Account and/or Service for whatever reason, we shall neither be construed as having waived our rights to any preceding, continuing, or subsequent breach of the same or any other provisions stated in these Terms and Conditions.

## **13. Representations and Warranties**

- 13.1 Except as specifically provided within these Terms and Conditions and to the fullest extent permitted by law, you understand and agree that the use of the Services and all information, products, and other Content (including that of third parties) included in or accessible from the Services is at your risk and is made available to you strictly for your personal access and use. The Services is provided on an "as is" and "as available" basis.
- 13.2 You agree that you have read and fully understood the information provided and the risks involved in these Terms and Conditions. You are advised to consult your own investment, financial, tax or legal advisers before making your independent decisions regarding the information referred to in these Terms and Conditions.
- 13.3 You agree that you have placed no reliance on any representation, warranty or guarantee made by us safe and except for those representations, warranties or guarantees which have been expressly stated under these Terms and Conditions.
- 13.4 This Clause 13 shall survive the expiration or termination of these Terms and Conditions for any reason.



#### **14. Indemnity and Limitation of Liability**

- 14.1 You shall be liable to and fully indemnify us, our employees and agents against any claims, liability, penalties, proceedings, loss, suits, damage, and costs (including all legal costs) incurred and/or suffered by us (unless the same is attributable to our gross negligence, wilful misconduct, wilful default or fraud) arising from:
- i. the access granted to the Services provided by us;
  - ii. us enforcing any of our rights against you;
  - iii. our acceptance of any instruction and/or notice given by you to us (even if such instructions may be fraudulent or unauthorised);
  - iv. the result of the rectification, return or refund of payments by the receiving bank pursuant to the request of us/you or otherwise in enforcing the terms of the indemnity obligations for remittance, DuitNow;
  - v. any act or omission or misuse or the breach of any of these Terms and Conditions by you in respect of the Services provided;
  - vi. any intellectual property right or proprietary right infringement claim made by a third party against us in connection with your use and access of the Services and/or purchase of product; and/or
  - vii. our complying with any court judgment or any court order, or any decree or directive or order whether or not having the force of law issued by any legally constituted tribunal body entity or authority, arising from any court actions or court proceedings or from any other proceedings actions or claims other than that of a court and which are applicable to or directed to or in any way related to you, and/or the Account of whatsoever description which is/are maintained with you, and/or any information particulars or matters contained in the Account.
- 14.2 You shall discharge us from all liabilities whatsoever and howsoever which shall have arisen directly or indirectly out of or in connection with the access to, maintaining of, any use or purported use whatsoever of our Services/facilities and/or the PIN by you or any other person or because of any act or omission or the breach of any of these Terms and Conditions by you.
- 14.3 If we incur liability at your request, we shall have the right to keep possession over any funds, securities, moneys standing to your credit and other valuables deposited with us or to be deposited with us (whether deposited by way of security, safe custody or for any other specific purpose) belonging to you. We shall have the right to retain such funds, securities, money and other valuables or any part of the same and even dishonour any withdrawals made by you from the Account until the liability is settled.
- 14.4 We shall not be liable for any lost profits, loss of business, loss of use, loss of goodwill, lost savings or other consequential, special, incidental, indirect, exemplary or punitive damages suffered by you by reason of any delay in performance or non-performance or breach of any of our obligations whether arising from any breach of these Terms and Conditions or howsoever (unless the same is attributable to our gross negligence, wilful misconduct, wilful default or fraud).
- 14.5 You are required to declare that all information given and communications, either in written and/or signed document and/or electronically transmitted through the Boost Bank Mobile Banking service, is true and correct and in compliance with the Central Bank of Malaysia Act 2009 and the FSA 2013.
- 14.6 Our records of all and any communications by you, including during or pursuant to the use and access to the Boost Bank Mobile Banking service in any form or medium (including electronic information storage media) shall be accepted as conclusive evidence.



- 14.7 You shall also be fully responsible for any inaccurate, untrue, or incomplete information provided as we are authorised to disclose the information available to Bank Negara Malaysia in compliance with the Central Bank of Malaysia Act 2009 and the FSA 2013.
- 14.8 This indemnity shall continue regardless of the termination of any Service and/or closure of the Account.

**15. General Notices**

- 15.1 Unless stated otherwise in these Terms and Conditions, we may at our discretion give any communication or notice to you through any modes or methods as we deem appropriate including by post, by notification in the mass media, by inserting the notice into the periodic statement of account, by electronic transmission (including via facsimile, Mobile devices, other devices or the internet) or by posting at our Boost Bank Mobile Banking and/or the Boost eWallet or other terminals under our control.
- 15.2 Such notices or communications from us shall be deemed to have been made on the date stipulated in the notice or publication and/or the date of posting to your last known address and/or sending or transmitting to your facsimile number, Mobile device number, email or other address registered with us (unless there is contrary evidence that such notice or communication was in fact not received).
- 15.3 All notices or communications from us, including emails and any attachments in it, may be confidential and are intended solely for use by the intended recipient. If you are not the intended recipient of the notice or communication, you must neither take any action based upon its contents, nor copy or show it to anyone.
- 15.4 Electronic communications cannot be guaranteed to be secure or virus-free. We will not be liable for any loss or damage suffered or incurred by you because of such events (unless the same is attributable to our gross negligence, wilful misconduct, wilful default or fraud).



## **16. Instructions and Notices on Accounts**

- 16.1 All notices given by you to us must be in writing and signed by you, unless determined otherwise by us and sent to our email address at support@myboostbank.co where the Account is maintained. Any such notices shall be effective only when we have acknowledged receipt of such notices.
- 16.2 You agree that any instructions relating to any change or amendment including change to the mandate of the Account shall only be effected by us at least seven (7) Business Days from the date of receipt of the written instruction.
- 16.3 Acceptance and action by us of any instructions from you shall be subject to any terms and conditions determined by us.
- 16.4 You undertake to promptly advise us of any changes that may directly or indirectly affect the operation of the Account including change of your name, address, contact details or other particulars by contacting our contact centre and/or via the Application, failing which we shall be entitled to rely on the last known particulars registered with us.
- 16.5 If there are any updates/changes that affect your tax residency/FATCA/CRS status, you agree to notify and furnish Boost Bank Berhad with relevant foreign Taxpayer Identification Number (TIN) and/or documentary evidence within thirty (30) days or any reason that causes the information to become incorrect or incomplete, and to provide suitable updated self-certification and declaration within ninety (90) days of such change. Further, you consent to and authorise Boost Bank Berhad to perform any of the following, if applicable:
  - i. Withhold any applicable payments in the Account(s);
  - ii. Report/disclose/exchange any information/documents relating to your Account(s)/affairs to the Inland Revenue Board Malaysia (IRBM) or any foreign tax authorities/inland revenue authorities in compliance with any tax requirements;
  - iii. Terminate (with prior written notice) your contractual relationship(s) with Boost Bank Berhad.
- 16.6 All instructions by you shall remain effective for payments made or instructions carried out in good faith despite any death, bankruptcy or winding-up or the revocation of any such instructions by any means by you, until we receive written notice with documents evidencing such death, bankruptcy, winding-up or revocation.
- 16.7 Any payment or transfer of funds to be made or effected pursuant to any standing instructions given to us shall be subjected to such minimum balances being maintained in the Account from which the funds are to be paid or transferred as may be determined and notified from time to time by us in writing.

## **17. Electronic Notifications and Alerts**

- 17.1 To receive alerts and/or notifications from us for fund transfer, and system downtime, you are required to use the 'Notification' function made available online.

## **18. Right to Decline Transaction**

- 18.1 You agree that we have the right at our discretion not to accept any deposit of any money or cheques and/or allow or carry out any other transaction including withdrawals of money in respect of your Account including any transfers and telegraphic transfer of moneys from or to your Account with assigning reason to you.



**19. Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (Act 613) ("AMLA")**

You are hereby:

19.1 represents and warrants to, and undertakes with, the Bank:

- i. You have not engaged, and shall not at any time engage, directly or indirectly, in a transaction that involves proceeds of an unlawful activity or instrumentalities of an offence;
- ii. You have not acquired, received, possessed, disguised, transferred, converted, exchanged, carried, disposed of or used, and shall not at any time acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose of or use, proceeds of an unlawful activity or instrumentalities of an offence;
- iii. You have not removed from or brought into Malaysia, and shall not at any time remove from or bring into Malaysia, proceeds of an unlawful activity or instrumentalities of an offence; and
- iv. You have not concealed, disguised or impeded, and shall not at any time conceal, disguise or impede, the establishment of the true nature, origin, location, movement, disposition, title of, rights with respect to, or ownership of, proceeds of an unlawful activity or instrumentalities of an offence;

In this respect:

**"instrumentalities of an offence"** means:

- i. anything which is used in, or in connection with, the commission of any unlawful activity; or
- ii. any property which is wholly or partly used in, or in connection with, the commission of any unlawful activity,

whether the thing or property is situated within or outside Malaysia.

**"proceeds of an unlawful activity"** means any property, or any economic advantage or economic gain from such property, within or outside Malaysia:

- i. which is wholly or partly:
  - (a) derived or obtained, directly or indirectly, by any person from any unlawful activity;
  - (b) derived or obtained from a disposal or other dealings with the property referred to in subparagraph (a); or
  - (c) acquired using the property derived or obtained by any person through any disposal or other dealings referred to in subparagraph (a) or (b); or
- ii. which, wholly or partly, due to any circumstances such as its nature, value, location or place of discovery, or to the time, manner or place of its acquisition, or the person from whom it was acquired, or its proximity to other property referred to in subparagraph i (a), (b) or (c), can be reasonably believed to be property falling within the scope of subparagraph i (a), (b) or (c);



**“property”** means:

- i. assets of every kind, whether corporeal or incorporeal, moveable or immovable, tangible, or intangible, however acquired; or
- ii. legal documents or instruments in any form, including electronic or digital, evidencing title to, or interest in, such assets, including currency, bank credits, deposits and other financial resources, traveller’s cheques, bank cheques, money orders, capital market products, drafts, and letters of credit,

whether situated within or outside Malaysia, and includes a legal or equitable interest, whether full or partial, in any such property;

**“unlawful activity”** means:

- i. any activity which constitutes any serious offence or any foreign serious offence; or
- ii. any activity which is of such a nature, or occurs in such circumstances, that it results in or leads to the commission of any serious offence or any foreign serious offence,

regardless whether such activity, wholly or partly, takes place within or outside Malaysia;

**“serious offence”** means:

- i. any of the offences specified in the Second Schedule of AMLA;
- ii. an attempt to commit any of those offences; or
- iii. the abetment of any of those offences;

**“transaction”** includes an arrangement to open an account involving two (2) or more persons and any related transaction between any of the persons concerned and another.

19.2 acknowledges and agrees with the Bank that:

- i. the Bank is obliged to comply with all applicable laws, regulations, directives, policy documents, guidelines, practice directions, sanctions, industry standards and practices and other requirements, including without limitation the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, the Strategic Trade Act 2010, Financial Services Act 2013, to which the Bank as a licensed financial institution may from time to time be subject to (collectively, “Regulatory Requirements”);
- ii. the Bank shall be entitled to do or refrain from doing any act or thing, for compliance with the Regulatory Requirements;
- iii. if the Bank is of the opinion that any event or circumstance (whether related or not), which would make it unlawful or illegal for the Bank to approve the Account opening application and/ or the operations of the Account(s) for the product and services under the Personal Banking Standard Terms & Conditions or to grant or make available of, or to disburse any funds for products and services under the Personal Banking Standard Terms & Conditions, has occurred or arisen, or the approval of the opening of Account(s) and/ or the operations of the Account(s) or the granting or making available of, or the disbursement of any funds for products and services, under the Personal Banking Standard Terms & Conditions would contravene any of the Regulatory Requirements (in whole or in part), including without limitation the Bank’s receipt of any alert or positive name match from the relevant checks conducted on the Customer and any related third party involved in the underlying transaction(s) (including without limitation the vendor/ developer/ promoter/ agent/ trustee/ supplier to whom any funds under the Account(s) and/ or transactions are to be disbursed) by the Bank pursuant to the Regulatory Requirements, then, notwithstanding anything to contrary contained in this Personal Banking Standard Terms & Conditions, the Bank shall, at any time by giving sufficient prior written notice (for other than account opening application and suspension of Account(s)) as required or permitted by such Regulatory Requirements, be entitled to:



- (a) reject the Customer's Account(s) opening application and/ or the operations of the Account(s) and do all such acts and things as may be necessary to comply with the Regulatory Requirements;
- (b) suspend the Account(s) immediately, and do all such acts and things as may be necessary to comply with the Regulatory Requirements; and/ or
- (c) cancel/ close the Account(s) and terminate its relationship with the Customer and do all such acts and things as may be necessary to comply with the Regulatory Requirements.

If the Account(s) opening application and/ or the operations of the Account(s) is cancelled/ terminated by the Bank pursuant to their compliance to Regulatory Requirements:

- (a) no utilisation or further utilisation under the Account(s) and/ or the operations of the Account(s) shall be allowed; and
- (b) the Bank shall be entitled to exercise all or any of its rights and remedies available to it under the Personal Banking Standard Terms & Conditions, the applicable laws or otherwise;

- iv. You shall provide all such documents and information as the Bank may require (at all times during the term of the business relationship) for the purposes of complying with the Regulatory Requirements;
- v. the Bank shall be entitled to freeze/ seize the account(s) under its control or due from any source to it, pursuant to order(s) from enforcement agency(ies) until such further notice (revocation order) is received from the said enforcement agency or the cease of the order (whichever the first); or unless there is a variation order.

19.3 undertakes and agrees with the Bank that:

- i. You will at all times observe with the Bank's steps in undertaking your obligations towards complying with the Regulatory Requirements;
- ii. You will be fully liable if found to have contravened the Regulatory Requirements causing legal repercussion to the Bank due to your actions; and
- iii. You understand that any breach(es) due to AMLA and sanction requirements are non-negotiable



## **E. INFORMATION, CONSENT, DECLARATION AND PRIVACY NOTICE**

### **20. Information**

- 20.1 You must immediately notify us if you are aware that any of the information that you have provided to us has changed or is incorrect or misleading.
- 20.2 Where laws and regulations allow, you consent to our seeking any information concerning you with any credit bureau or credit reference agency.
- 20.3 You represent and warrant that:
- i. You have the power and all necessary authorisations to own your assets and carry on any of your business, to enter into each of the Services offered by us to you and to comply with any obligations under these Terms and Conditions;
  - ii. Your obligations under each of the Services offered by us are valid, binding and enforceable;
  - iii. All the information given by you are correct, complete and not misleading;
  - iv. There is no material adverse change(s) on the information provided by you to us;
  - v. You accept full responsibility for all transactions executed, including transactions executed through the electronic banking services and in particular for the accuracy and completeness of your instructions to us;
  - vi. You have to ensure that the Boost Bank Mobile Banking and/or the Boost eWallet system and any other computer system through which you will access the electronic banking services are free from any electronic, mechanical, data failure or corruption, computer viruses, malware and bugs. We are not responsible for any electronic, mechanical, data failure or corruption, computer viruses, malware, bugs or related problems that may be attributable to services provided by any internet Service Provider, network provider, server or such other equivalent system; and
  - vii. These representations and warranties and those stated under Clause 12 shall be adopted and remain applicable every time you apply for new Services with us. You must notify us in the event of any occurrence resulting in you not being able to truthfully repeat these representations and warranties.
- 20.4 Any information that we give to you is for reference purposes only. We will do our best to ensure that the information provided is accurate and complete. However, we will not be liable for the accuracy or completeness of the information given (unless such inaccuracy or incompleteness is attributable to our gross negligence, wilful misconduct, wilful default or fraud).

### **21. Confirmation, Authorisation and Declaration**

#### **21.1 For All Accounts**

- i. You agree that we shall be entitled to impose charges for any of the Services provided to you at the rates as notified by us to you from time to time. All banking charges when due shall be debited from the Account(s) with a minimum of seven (7) calendar days' prior written notice to you.
- ii. You consent to and authorise us to debit your account and return funds that were wrongly credited, if any.
- iii. You agree that we reserve the right to do any or all the following if we discover that and/or are notified of fraudulent/forged notes/cash/payment instruments/transfers or proceeds from any unlawful activity are deposited into your Account(s):
  - (a) tag/earmark either the specific amount in question or the entire amount in the Account(s) (as the case may be) and not to allow withdrawals;
  - (b) debit the amount from the Account(s) and/or return the funds that are deemed to arise from the unlawful activity;



- (c) close the Account(s) (with prior written notice); and/or
  - (d) terminate (with prior written notice) your contractual relationship(s) with us.
- iv. You agree to give written notice to us should you wish to close the Account(s).
- v. You shall jointly and severally undertake to keep us indemnified against all losses, claims, demands, proceedings, costs, expenses and other liabilities whatsoever and whensoever incurred or arising from this authorisation pursuant to these Terms and Conditions (unless the same is attributable to our gross negligence, wilful misconduct, wilful default or fraud) and to update us promptly and correctly of any change in the Account details, personal information (employment details, education details, source of funds, etc.) and contact information (mailing address, email address, mobile phone number, fax number, etc.) that are required for us to contact you. In the event that you fail to update us with the required and latest Account details, personal information or contact information, we have the right with prior notice to restrict debit transactions from your BOOST BANK BERHAD Account.
- vi. You agree that any identity authentication process shall be done via MyKad authentication only and where applicable, including signature authentication.
- vii. You consent to and authorise us and any company within the Boost Bank Berhad (which shall include its holding company, its subsidiaries, and associated companies), its respective directors, officers, employees and agents to disclose, share and/or verify any information or documents pertaining to your affairs, Account(s), facility(ies), directors and/or substantial shareholders, from, to and/or with the following parties:
  - (a) Where you have provided your specific consent then to any company within the Boost Bank Berhad, whether within or outside Malaysia for the purpose of, cross-selling, marketing and promotions of products and/or services of the Boost Bank Berhad;
  - (b) any authorities/regulators/parties as may be authorised by law or regulations to obtain such information or by court of law;
  - (c) any party(ies) providing security for purposes of facility(ies) granted to you;
  - (d) agents of the Boost Bank Berhad, including vendors, merchants and/or third-party service providers in connection with any products and/or services being provided by the Boost Bank Berhad wherever applicable;
  - (e) auditors, legal counsels and/or other professional advisers in relation to the provision of services by the Boost Bank Berhad pursuant to this engagement, or in connection with the preparation of any facility or security documents, if applicable, or any action or proceeding for the recovery of moneys due and payable by you, wherever applicable;
  - (f) credit bureaus and/or credit reporting agencies, fraud prevention agencies, debt collection agencies and industry/financial related associations; and
  - (g) any potential assignee or other person proposing to enter into any contractual arrangement which requires the disclosure of such information.
- viii. By using or accepting the Services, you confirm and agree that:
  - (a) without affecting the applicable terms and conditions governing the relationship between the Boost Bank Berhad and you, you confirm that you have read these Terms and Conditions in relation to FATCA and CRS and fully understand the implications of these Terms and Conditions by which you irrevocably agree to be bound;
  - (b) any agreement, waiver, representation and/or confirmation given in, or to be given pursuant to, these Terms and Conditions is irrevocable;
  - (c) it is your responsibility to obtain independent professional advice from adequately qualified legal or tax advisors on your obligations under and the consequences of these Terms and Conditions. Boost Bank Berhad does not provide tax or legal advice and is unable to advise you regarding the United



States federal income tax or other tax consequences to them under your circumstances.

- (d) in the event of any conflict or inconsistency between any of the contents of these Terms and Conditions and other terms and conditions that govern your relationship with us, these Terms and Conditions in relation to FATCA and CRS shall prevail.
- ix. By accepting this Terms & Conditions, I/we warrant to BOOST BANK BERHAD that:
  - (a) I/we will be compliant with all anti-corruption and anti-bribery laws, such as the Malaysian Anti- Corruption Commission Act 2009 and all other relevant laws and regulations relating to anti- corruption and anti-bribery as enforced from time to time;
  - (b) I/we have read and understood the Boost Bank Berhad's Anti-Bribery & Corruption Policy (available at Boost Bank Mobile Banking and/or the Boost eWallet) and acknowledge BOOST BANK BERHAD's zero tolerance stance on corruption;
  - (c) I/we will ensure all business dealings with Boost Bank Berhad will be conducted with upmost integrity;
  - (d) Should I/we learn or have reason to know of any offering or solicitation of gratification such as payment, gift or other transfer of value either directly or indirectly, to any person corruptly that would violate any anti-corruption or anti-bribery laws or its other relevant regulations, I/we shall immediately disclose such activity to BOOST BANK BERHAD via the Group's primary whistleblowing channel at <https://boostbank.integrityline.com/> and you acknowledge that all whistleblowing matters will be managed in accordance with BOOST BANK BERHAD's Group Whistleblowing Policy (available at Boost Bank Mobile Banking and/or the Boost eWallet).

#### 21.2 Declaration

- i. You declare that you are not an undischarged bankrupt.
- ii. You undertake to do the following to enable us to comply with the AMLA and regulatory requirement/acts that are and that may be imposed from time to time:
  - (a) declare that you will exercise due care to ensure your Account(s) is/are not used in any way to facilitate fraudulent and/or unlawful activities;
  - (b) provide us with all relevant information and documents, as and when requested; and
  - (c) allow us to perform any of the following (if applicable) if we are of the view that the operations of the Account(s) failed the due diligence (or enhanced due diligence, as the case may be) exercise conducted by us:
    - reject opening of any new Account(s);
    - close the Account(s) (with prior written notice); and
    - terminate (with prior written notice) your contractual relationship(s) with us.
- iii. You acknowledge that the opening, operations, maintenance and closing of Account(s) are subject to the applicable terms and conditions governing the operation of the relevant Account(s) that you signed up for, the laws of Malaysia and other applicable regulations, notices, and directives from BNM and any relevant authority(ies).
- iv. You declare that the above information is complete, correct and not misleading as we will rely on the information given by you for any Services offered by us to you. You further undertake to furnish us with any updates, further information or documents requested from time to time as soon as practicable upon our request for the same.
- v. You acknowledge that you have been informed of the insurability of the product/Accounts, and have received, read and understood the deposit insurance



system administered by PIDM.

- vi. DuitNow
  - (a) You agree that in the event we receive a request from the originating bank for reversal of moneys transferred/credited into your Account ("**Disputed Monies**") via IBG or DuitNow, we may debit your account PROVIDED ALWAYS THAT we obtain your prior consent to debit subject to subclause (b) below.
  - (b) If you have not given your consent to debit or in the event you are uncontactable due to any reason whatsoever within two (2) Business Days from the date we receive request from the originating bank for reversal of the Disputed Monies, we may (with written notice to you) require you to provide evidence to substantiate ownership of the Disputed Monies within ten (10) Business Days from the such date, failing which, we may debit the Disputed Monies from your Account without further reference to you.
  - (c) Until and unless you provide your consent as per subclause (a) or evidence of ownership as per subclause (b) above, you agree that we are entitled (with written notice to you and upon receiving request from the originating bank for reversal) to hold the Disputed Monies and/or refuse any withdrawal (to the extent of the Disputed Monies) be made from your Account.
  - (d) You agree that in the event the Bank receives request from the originating bank for reversal of authorized monies transferred/credited into your Account ("**Disputed Monies**") arising from any FRAUD or any SCAM via IBG or DuitNow, the Bank may debit your crediting Account, or any other accounts maintained with BOOST BANK BERHAD, PROVIDED ALWAYS THAT the Bank issues a written notification to you.
- vii. In correspondence with the Unclaimed Moneys Act 1965 (revised 2002), the moneys in the operating Account under Automatic Renewal shall be categorized as Unclaimed Moneys if the operating account is not operated for a period of seven (7) years from the date of deposit or the date of the last transaction whichever is later.
- viii. You confirmed that you are a Resident and not a Non-Resident throughout your operation and/or maintenance of the Account.

## 22. Privacy Notice

- 22.1 You understand that we will use, collect, record, store, share and/or process your personal information, including your contact details, background information, financial data, tax residency and other information relevant to your application for the product and/or Service which:
  - i. you have provided in the form or through any other contact with the Boost Bank Berhad (which shall include its holding company, subsidiary(s), and any associated company(s), including any company as a result of any restructuring, merger, sale or acquisition), or
  - ii. has been obtained from analysis of your payment and other transactions/Services within the Boost Bank Berhad, or
  - iii. has been obtained from third parties such as employers, joint applicants/Accountholders, guarantors, legal representatives, industry/financial related associations, government/regulatory authorities, credit bureaus or credit reporting agencies, retailers, social networks and fraud prevention agencies or other organisations;
  - iv. for any and/or all of the following purposes ("**Purpose**"), if applicable:
    - (a) providing the product and/or Service and notifying you about important changes or developments to the features;
    - (b) updating and managing the accuracy of the Boost Bank Berhad's
    - (c) records;



- (d) prevention, detection or prosecution of crime, and complying with legal and regulatory obligations;
- (e) assessment and analysis including credit, lending, insurance risks and/or other risk purposes, behaviour scoring, data mining, data analytics, due diligence, market and product analysis and/or market research;
- (f) communications and ensuring customer satisfaction, which may include conducting surveys to improve the quality of our products and Services, responding to inquiries and complaints and to generally resolve disputes;
- (g) determining the amount of your indebtedness and recovering debt
- (h) that you owe us;
- (i) maintaining your credit history for present and future reference;
- (j) enabling an actual or proposed assignee of BOOST BANK BERHAD, or participant or sub-participant of BOOST BANK BERHAD to evaluate your transactions which are intended to be the subject of the assignment, participation or sub-participation;
- (k) cross-selling, marketing and promotions of products and/or Services of the Boost Bank Berhad and its strategic alliances;
- (l) for BOOST BANK BERHAD's corporate events (including networking events, launching of products and/or Services, etc)/contests, of which photographs/ images of you may be captured and may be used for the Boost Bank Berhad's publications.
- (m) protecting the Boost Bank Berhad's interests;
- (n) such purposes related to the performance of the contract entered into
- (o) by the you with Boost Bank Berhad; and
- (p) all other purposes which are ancillary to or related with any of the above

- 22.2 You understand and acknowledge that it is necessary for us to process your personal information for the Purpose, without which we will not be able to provide the product/Service that you have requested from us and to notify you about important changes or developments to the products/ Services.
- 22.3 Where you have provided us with sensitive personal information (in particular, information consisting of your physical/mental health for applications of insurance products/ Services), you hereby provide us with your express consent to process the same in the manner described in this Privacy Notice.
- 22.4 You may exercise your options in respect of receiving marketing materials (including cross-selling, marketing and promotions as described above) at any time by contacting the Customer Contact Centre as provided below.
- 22.5 You understand that we may disclose your personal information (or sensitive personal information, if applicable) to other companies within the Boost Bank Berhad, Service Providers, merchants and strategic partners, vendors including debt collection agencies, professional advisers, industry/financial related associations, credit bureaus or credit reporting agencies and fraud prevention agencies, governmental agencies, other financial institutions and any of their respective agents, servants and/or such persons, whether located within or outside Malaysia for the Purpose, if applicable, subject at all times to any laws (including regulations, standards, guidelines and/or obligations) applicable to us.
- 22.6 You further understand that you may request correction (if your personal information is inaccurate, outdated, incomplete, etc.), access to (a prescribed fee may be charged) or deletion (if you no longer have any existing products/ Services with BOOST BANK BERHAD) of your personal information or limit the processing thereof at any time hereafter by submitting such request via post or email to the



address as provided below.

- 22.7 You acknowledge that the BOOST BANK BERHAD may modify or update its Privacy Notice from time to time, a copy of which is available at [www.boostbank.co](http://www.boostbank.co) and that you may channel any complaints or inquiries you may have in the manner indicated above.

### **23. Acknowledgement and Consent**

- 23.1 By providing your personal information and signature, you consent to us processing your personal information for any necessary disclosures and overseas transfers of your personal information to relevant third parties, for the Purpose, if applicable.
- 23.2 You agree to the disclosure and/or transfer of your personal information to relevant third parties as a result of any restructuring, sale or acquisition of any company within the Boost Bank Berhad, provided that the recipient uses your personal information for the Purpose, if applicable.
- 23.3 You also represent and warrant that you have sufficiently obtained the consent of third-party individual(s) (e.g., family, spouse, related parties, supplementary cardholder and/or emergency contact persons, etc) whose personal information you have disclosed to us to allow us to process the same in relation to the Purpose, if applicable.

### **24. Customer Due Diligence**

- 24.1 You consent to and authorise us, at our discretion, to conduct a due diligence to identify and to find out your background.
- 24.2 If required, you will execute certain documents such as declarations or provide certain documents to us for the purpose of due diligence. Failing which, we have the right to suspend, close or limit the usage of the Account including disallowing any transfer of funds to the third parties.

### **25. Amendments to Terms and Conditions**

- 25.1 These Terms and Conditions supersede all prior terms and conditions governing the Services, unless specified and notified otherwise by us.
- 25.2 We reserve the right to amend, supplement, vary and/or to supersede these Terms and Conditions or to introduce new terms and conditions to cater to new products or Services by giving twenty-one (21) calendar days' prior written notice with reason(s) to you before the new terms and conditions take effect.
- 25.3 The continued operation or non-closure of the Account or use of the Services by you after the effective date of such change of these Terms and Conditions shall be deemed to constitute acceptance of such changes without reservation by you.
- 25.4 These Terms and Conditions may be available on request from our Boost Bank Mobile Banking and/or Boost eWallet or through any delivery channel we may determine from time to time.
- 25.5 We may offer new or additional features, products and Services to you and your acceptance or the use of such additional features, products and Services shall be deemed acceptance of these Terms and Conditions and the additional terms as may be stipulated by us.
- 25.6 These Terms and Conditions together with any subsequent additions, deletions, or



amendments that we may make from time to time shall apply to any future Account which you may maintain with us.

- 25.7 However, in cases of urgency or in order to protect the security of the provided Services, including Phone Banking and/or Boost Bank Mobile Banking Services or in other circumstances beyond our control, when we find it necessary to vary, modify, delete or add to these Terms and Conditions with sufficient notice to you, we will inform you of such changes as soon as practicable and/or the reasons for such changes. You further agree and accept that your continued access and use of these Terms and Conditions (as varied and modified from time to time) will amount to your acceptance of any variation, deletion, modification or addition to these Terms and Conditions.

## **26. Governing Law/ Regulatory Bodies**

- 26.1 These Terms and Conditions shall be subject to, governed by, and construed in accordance with laws of Malaysia or (if applicable) the laws existing in the country(ies) involved in the transaction or use and the rules, regulations, and guidelines of BNM, ABM or AIBIM and other relevant bodies under applicable laws, in force from time to time. Any products and Services offered by us to you shall be subject to the said laws, rules, regulations, and guidelines, where applicable.
- 26.2 You shall use the Service strictly in compliance with the Foreign Exchange Notices ("FE Notices"). Where applicable, you shall obtain from BNM any relevant approval(s) pursuant to the FE Notices.
- 26.3 It shall be your obligation to comply with the laws of Malaysia or any other applicable country(ies) without us being obligated to inform or notify you of such laws.

## **27. Severability**

- 27.1 Any term or condition in these Terms and Conditions which is unenforceable, illegal or prohibited shall not affect the validity of the remaining terms and conditions.

## **28. Successors Bound**

- 28.1 You shall not assign any of your rights and interest in the Account and/or the Services without prior written consent from us. Your obligations and liabilities shall continue regardless of any change by amalgamation, reconstruction or otherwise in your constitution.

## **29. Foreign Exchange Notice**

- 29.1 Specified Person and Restricted Currency
- i. We are not allowed to engage in any dealing or transaction with a Specified Person unless where an international trade involving a Specified Person:
    - (a) in goods is licensed under the Customs Act 1967 Act 235, or does not involve movement of goods in or out of Malaysia; or
    - (b) in services is allowed in writing by such relevant authority exercising statutory power in Malaysia or does not involve provision of services to or from a person in Malaysia.You may, with the prior written approval letter from BNM, enter or make or receive payment arising from such trade.
  - ii. You are not allowed to open an account for a Specified Person or in a Restricted Currency unless with the written approval from BNM.



**F. ENQUIRIES**

We value your feedback and aim to provide superior customer experience. Should you wish to lodge a complaint or require further assistance in relation to BOOST BANK BERHAD Mobile Banking service, please contact our Customer Contact Centre.

BOOST BANK BERHAD

Email: [support@myboostbank.co](mailto:support@myboostbank.co)

You may be required to disclose all relevant information relating to the enquiries, complaints, or disputes, including your name, the relevant Account(s) number(s), description of the query or complaint, amount(s) involved in the query or complaint, as may be relevant.

Where any communication involves your confidential information in relation to the Account(s) or transactions made in relation to the query or complaint, we encourage communication via secure message.

In the event that you proceed to extend communication in relation to such information via non-secure message, you agree to and undertake all inherent risks associated with such mode of communication and shall not, at any time whatsoever, hold us responsible or liable for the security of such information or any loss suffered in relation thereto.

Your complaint and query shall be investigated and attended to. You will be informed of the result of the investigation or the answer to your query within ten (10) Business Days of receipt of such query or complaint.

In the event that more time is required to conduct investigation, the period stated in the Clause above shall be extended to such reasonable period as necessary which shall not exceed thirty (30) days from the date of such query or complaint received. You shall be informed in writing via secure message on reason(s) for the delay and the need for additional time to resolve the complaint.

If you are not satisfied with the outcome of the investigation or of the complaint, you may appeal against such outcome by referring such complaint to the BNM or the Ombudsman for Financial Services (OFS).

For enquiry, please call:

BNMLINK or TELELINK: 1-300-  
88-5465 OFS: 03-2272 2811



## **G. ACCOUNTS**

### **30. Digital Savings Account (DSA)**

#### **30.1 Definition and Purpose:**

The Digital Savings Account (DSA) serves as Boost Bank's primary savings account offering, tailored for seamless digital interactions. It facilitates standard banking transactions and acts as the foundational account for the associated Savings Jars.

#### **30.2 Operational Details:**

The DSA functions as a conventional savings account. Account holders can conduct transactions, accrue interest based on the loyalty tier system, and manage their finances digitally. All other specifics related to eligibility, rates, and onboarding channels are detailed in their respective sections.

#### **30.3 Loyalty Tiers:**

Interest rates and other benefits for the DSA are determined based on a loyalty tier system. Detailed information about the loyalty tiers and associated benefits can be found in Appendix A.

#### **30.4 PIDM Insurance:**

The total sum across the Digital Savings Account and all associated Savings Jars is insured up to RM 250,000 by the Perbadanan Insurans Deposit Malaysia (PIDM) for each depositor.

### **31. Savings Jars**

#### **31.1 Definition and Purpose:**

Savings Jars are specialized sub-accounts linked to the primary DSA. These Jars enable users to set aside funds for specific goals or purposes, offering a structured approach to savings and financial planning.

#### **31.2 Operational Rules:**

- i. Users can establish up to 8 distinct Savings Jars.
- ii. Each Jar can be uniquely named based on the user's preference.
- iii. Funds can be allocated to each Jar from the primary DSA and can be transferred back to the DSA as needed.
- iv. Savings Jars facilitate the setting of target amounts, target dates, and scheduling of recurring deposits.

#### **31.3 Interest Rates for Jars:**

- i. Interest rates for the Savings Jars are determined by the loyalty tier system, with detailed rates provided in Appendix A.
- ii. By using our Services, you agree to the Boost Bank PayNet DuitNow and NAD Terms and Conditions.



## H. Appendix A

### 32. Account Balance and Transaction Limitations

Parameter	With CTV	Without CTV
Denomination	RM	RM
Max Account Balance	RM 100,000,000*	RM 10,000*
Transaction Limit (Per Day)	RM50,000	RM10,000
Transaction Limit (Per Month)	n/a	RM10,000
Minimum Initial Contribution	> RM 0	> RM 0

\*Note: Max Account balance includes Savings Jars balance.

### 33. Fees and Charges

Parameter	Remarks
Service and Maintenance	RM0
Dormant charges	RM 10/year
DuitNow	RM0

### 34. Interest rates based on Loyalty Tier

Scenario Tier	Rate
Basic tier - DSA	0.5% p.a.
Platinum tier - DSA	Up to 2.5% p.a.
Basic tier - Savings Jar	Up to 1.5% p.a.
Platinum tier - Savings Jar	Up to 3.5% p.a.

Interest accrual basis: End of day Balance.

Days in year for interest accrual: Actual (Considering leap and non-leap years).

### 35. Interest Payment Frequency

DSA: Interest is credited weekly on the anniversary of the DSA account opening date.

Savings Jars: Interest is credited weekly on the anniversary of each individual Jar's opening date. If a Jar is closed, any accrued interest will be credited to the DSA.

### 36. Loyalty Tier Process

When a user deposits and reaches a total of RM 2000 for the first time, their account is upgraded to Platinum status. For the remainder of that month (the month they first achieve Platinum), they don't need to maintain any specific balance.

For the following month (month 2), the user remains on Platinum status. However, to ensure they retain this Platinum status for the subsequent month (month 3), they must maintain a minimum end-of-day balance of RM 2000 for at least 25 days within month 2.

If the user does not meet this 25-day requirement in month 2, their Platinum status will be downgraded to "Basic" at the start of month 3.

Once a user has been downgraded from Platinum to Basic, they can regain Platinum status by maintaining a minimum end-of-day balance of RM 2,000 for 25 days within any calendar month. Upon meeting this requirement, their status will be immediately upgraded to Platinum.