



## D. ACCOUNT TERMS AND CONDITIONS

### 1. Rights of ACSB

- 1.1 The Terms and Conditions herein are not exhaustive and ACSB reserves the right to add, delete, vary or amend these Terms and Conditions at any time and from time to time at its sole and absolute discretion and the Account Holder(s) hereby agree to any such additions, deletions, variations or amendments to the Terms and Conditions. Where there are conflicting terms, the terms in ACSB's forms and/or Disclosure Documents shall prevail.
- 1.2 Account Holder(s) is/are informed and has/have expressly agreed to be serviced by any assigned employee of ACSB in addition to the servicing Unit Trust Scheme Consultant ("UTSC"), including but not limited to any appointed Unit Trust Management Company ("UTMC"), personnel, business partner and distributor of ACSB, only when such service is conducted together with any assigned employee of ACSB. In performing their role, information of the Account Holder(s), including profile, financial and investment records will be made available to assigned employees in addition to the servicing UTSC.
- 1.3 Authorised or assigned employees of ACSB including but not limited to any appointed UTMC, personnel, business partner and distributor of ACSB, must advise and inform Account Holder(s) of their capacity in providing service and general advice. Account Holder(s) is/are advised to make their independent decision, which includes the option to seek other professional advice. Account Holder(s) must be well informed on the above in order to continue the business relationship with ACSB. Such information shall also be made available to ArecaCapital Trustees Berhad ("ACTB"), being a part of the ACSB group, for the purpose of estate planning and/or setting up of private trust only.
- 1.4 For any enquiries on the services and the rights of ACSB, Account Holder(s) may email to [invest@arecacapital.com](mailto:invest@arecacapital.com) or visit [www.arecacapital.com](http://www.arecacapital.com).

### 2. Personal Data Protection and Privacy Policy

- 2.1 The protection of personal data and privacy is an important concern to ACSB. Any personal data collected on this form will be treated in accordance with ACSB's Personal Data Protection and Privacy Policy ("PDPA Policy"). Kindly visit [www.arecacapital.com](http://www.arecacapital.com) to view the contents of the ACSB's PDPA Policy.
- 2.2 Account Holder(s) has/have ensured that they have read and understood the PDPA Policy and, where they have provided ACSB with the personal data of any other person, the said person has also read and understood the PDPA Policy. By executing this **Cooling-Off Form**, Account Holder(s) represent(s) that:
  - (a) they have read and understood the PDPA Policy and consent is given to ACSB to process their personal data; and
  - (b) where they have provided the personal data of any other person, the said person has read and understood the PDPA Policy and he/she consents to ACSB processing of his/her personal data.

### 3. Issuance of Official Receipt and Statement of Accounts

- 3.1 A confirmation note will be issued to the Principal Holder within 10 Business Days from the date of transaction under normal circumstances.
- 3.2 Statement of Accounts detailing all active accounts will be issued to the Principal Holder periodically.
- 3.3 All items and balances shown in the confirmation notes and Statement of Accounts will be considered correct unless ACSB is notified in writing of any discrepancy within 14 days from the date of the confirmation notes and Statement of Accounts.
- 3.4 All notices, statements, vouchers, correspondence and other communications will be addressed to the Principal Holder only at the address herein.

### 4. Cooling-Off

- 4.1 A cooling-off right is given to first-time investors of ACSB (investing for the first time in any unit trust fund(s) distributed and managed by ACSB). The cooling-off period given to the Account Holder(s) is six (6) Business Days commencing from the date of receipt of the investment application by ACSB. The refund for every unit held following a request by the Account Holder(s) pursuant to the exercise of a cooling-off right should be the sum of:-
  - (a) the Net Asset Value ("NAV") per unit at the point of exercise of the cooling-off right ("market price"), if the NAV per unit on the day the units were purchased ("original price") is higher than the market price; or
  - (b) the original price, if the market price is higher than the original price; and
  - (c) together with the charges imposed on the day the units were purchased.
- 4.2 A cooling-off right is not applicable to corporations or institutions, staff of ACSB and persons registered with a body approved by the Securities Commission Malaysia ("SC") to deal in unit trust fund(s).
- 4.3 No partial cooling-off is allowed.
- 4.4 The money(s) to be refunded to the Account Holder(s) pursuant to the exercise of a cooling-off right will only be paid after ACSB have received cleared funds for the original investments.
- 4.5 During the cooling-off period, Account Holder(s) may choose instead to:-
  - (a) redeem their units instead of exercising their right to cool-off. In this case, the redemption procedures as stated in the respective prospectus of the unit trust fund(s) will apply; or
  - (b) switch of units where the proceeds to be received by the Account Holder(s) for the cooling-off request will be used to subscribe to a unit trust fund(s) as indicated by the Account Holder(s). In this case, the switching procedures as stated in the respective prospectus of the unit trust fund(s) will apply. Please also note that it is not certain whether the Account Holder(s) would be in a better or worse position if the Account Holder(s) switches to another unit trust fund(s).
- 4.6 ACSB shall be entitled to rely upon the Account Holder(s)'s instructions stated herein to proceed with the application. It will be deemed irrevocable and the Account Holder(s) will not be able to cancel, stop or perform any changes to the application upon submission.

### 5. Fees, Charges and Expenses

- 5.1 The Account Holder(s) shall be responsible for the payment of any charges, fees, costs, expenses, taxes (if any) and other liabilities properly payable or incurred by ACSB and in holding or executing transaction in respect of any of the units. All fees/charges may be subject to tax or taxes which may be imposed by the relevant Authority from time to time.

## E. SIGNATURE(S)

I/We hereby confirm, acknowledge and agree:-

- that I/we have read and fully understood the Terms and Conditions in this **Cooling-Off Form** accompanied by the relevant Disclosure Documents of the respective unit trust fund(s) and agree to be bound by them.
- that the information provided above is accurate and complete and that I/we am/are the Account Holder(s) to the account. I/We agree to indemnify ACSB, its directors, officers, employees, agents and representatives against all actions, suits, proceedings, claims, damages and losses which may be suffered by ACSB as a result of any inaccuracy in the information provided herein.
- that I/we wish to withdraw my/our investment in the unit trust fund(s) under the cooling-off right.
- that the above investment is my/our first time investment with ACSB.

**Please do not pre-sign or sign an incomplete form.**

Signature	Signature	Signature
Name:	Name:	Name:
Date:	Date:	Date:

## FOR ARECA AUTHORISED UTSC USE ONLY

ARECA AUTHORISED UTSC DETAILS		
Signature:	Name:	FIMM Code:
MEETING NOTES		
Date:	Time:	Location:
Other Information:		

## FOR OFFICE USE BY ACSB

FOR AUTHORISED OFFICER USE ONLY	
Processed by:	Transaction Date:
Notes:	