

C. 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 or visit www.arecacapital.com.

3. Personal Data Protection and Privacy Policy

- 3.1 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 to view the contents of the ACSB's PDPA Policy.
- 3.2 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 **Update 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/Account 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/Account Holder periodically.
- 3.3 All items and balances shown in the confirmation notes and Statement of Accounts will be considered correct unless the 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/Account Holder only at the address herein.

4. E-statements/Reports

- 4.1 The Account Holder(s) understand(s) and accept(s) the risks associated with the Account Holder(s)'s request to have their statements/reports sent via electronic means. Account Holder(s) may revoke their instructions to receive the e-statements/reports request at any time by submitting the relevant duly completed **Account Update Form** to ACSB.
- 4.2 Upon Account Holder(s)'s request to receive their statements, reports and other communications via electronic means ("e-report"), ACSB will not be sending paper-based ("hardcopy") statements/reports. However, printed copies of the Account Holder(s)'s statements and reports are available upon request.

D. ARECA ONLINE TERMS AND CONDITIONS

1. Access and Login ID

- 1.1 Access will only be granted after it has been verified that the Authorised User is authorised to access, view the information of the account(s).
- 1.2 For Individual Account, Authorised User(s) can perform transaction of the account(s) via online (if applicable). Authorised User(s) can only apply for access to account(s) where the Authorised User(s) is/are the Principal Holder and Joint Holder. Access to transact can only be granted to one Login ID per account.
- 1.3 For Corporate Account, each company registration number is limited to one Authorised User only.
- 1.4 Areca Online is meant for the Authorised User(s)'s personal/internal use only. The Authorised User(s) shall not copy, duplicate, disseminate, publish, modify or in any way exploit any parts of Areca Online's features and information.
- 1.5 ACSB reserves the right to terminate any Login ID to disable the Authorised User(s)'s access to Areca Online and has the absolute discretion to suspend or cancel the Authorised User(s)'s access to Areca Online without giving any reason whatsoever at any time without prior notice. It is also ACSB's discretion to approve or reject any application to access Areca Online.
- 1.6 The Authorised User(s) will be able to access the account's investment information and/or transact (if applicable) with a Login ID and password.
- 1.7 Authorised User(s) is/are fully responsible for any online activities conducted using their Login ID and password and ACSB may rightfully assume that any person accessing the Areca Online using the Authorised User(s)'s Login ID and password is/are the Authorised User(s).

2. Computer Misuse

- 2.1 The Authorised User(s) must not misuse Areca Online by knowingly introducing computer viruses or any other material(s) which is/are malicious or technologically harmful. The Authorised User(s) must not attempt to gain access to the Areca Online's server on which the Areca Online is stored or any servers, computers and databases connected to Areca Online.

3. Liability

- 3.1 Under no circumstances, including but not limited to negligence, shall ACSB, its directors, officers, employees, agents and representatives be liable for any direct, indirect, special, incidental or consequential damages whatsoever that result from the use of, or the inability to use, Areca Online.
- 3.2 ACSB does not guarantee that Areca Online can be accessed at all times or as indicated by ACSB. Areca Online may be temporarily unavailable or restricted for administrative or other reasons. If this happens, ACSB will endeavour to restore access to Areca Online as quickly as possible.
- 3.3 ACSB assumes no responsibility for the material(s) created or published by third parties that this website links to.
- 3.4 The contents of Areca Online are provided on an "as is" and "as available" basis without warranties of any kind, either expressed or implied, made in relation to the correctness, accuracy, timeliness or reliability of the content. ACSB can only take responsibility for the reliability of data and information that is within its control. ACSB is not responsible for the data and information entered by the Authorised User(s) or their UTSC. ACSB is not responsible for the accuracy or content of information or material which is provided to you and which you edit, amend, alter and then provide to any third party or provide in a different form from that of Areca Online.
- 3.5 The Authorised User(s) shall release, discharge and indemnify ACSB (including but not limited to its directors, officers, employees, agents and representatives) from and against liabilities suffered or incurred by the Authorised User(s) as a result of the use of Areca Online.
- 3.6 ACSB is not responsible for transmissions of any computer virus or other unwanted programs or information resulting from or associated with the Authorised User(s) use of Areca Online.

4. Risk Disclosure Statement for Online Unit Trust Investment Transactions (for Individual Account only)

- 4.1 All online transactions may differ from investing with a UTSC. If the Authorised User(s) undertake transactions on an electronic system, the Authorised User(s) may be exposed to risk associated with the system including the failure of hardware and software. The result of any system failure may be that the Authorised User(s)'s order is either not executed according to the Authorised User(s)'s instructions or not executed at all.

5. Changes to These Terms

- 5.1 ACSB reserves the right to make any changes to Areca Online Terms and Conditions at any time, including the introduction of new Terms and Conditions.
- 5.2 The Authorised User(s)'s continued use of Areca Online will constitute the Authorised User(s)'s acceptance of the amended Terms and Conditions.

E. SIGNATURE(S)

I/We hereby confirm, acknowledge and agree:-

- a) that I/we have read and fully understood the Terms and Conditions in this **Account Update Form** and agree to be bound by them.
- b) that the information provided above is accurate and complete and that I/we am/are the Account Holder(s) or Authorised Signatory(ies) 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.
- c) to undertake the responsibility to safeguard my/our Areca Online's Login ID and password, or other access codes provided by ACSB; and ACSB may rightfully assume that any person accessing the above account using my/our Login ID and password is either me/us or is/are so authorised to act for me/us. In this regard, I/we agree that no claims shall be made by us or on our behalf in respect of any losses suffered by me/us as a result of such authorised usage of my/our Login ID and password.

Please do not pre-sign or sign an incomplete form. For corporate, please affix company's stamp here.

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:	

FOR OFFICE USE BY ACSB (ARECA ONLINE REGISTRATION)		
Login ID Assigned:	Processed by:	Verified by:
	Date:	Date:
Notes:	Notes:	Notes: