

Financial Transactions Terms and Conditions

1. Definition

“Bank”

Refer to the participating banks or financial institutions under Payments Network Malaysia Sdn Bhd (“Paynet”) payment gateway, as a service provider(s) for ASNB.

“Business Day”

Refers to any day from Monday to Friday on which ASNB is open for business in Kuala Lumpur and on which Bursa Malaysia Securities Berhad is also open for dealing.

“ASNB Electronic Platforms”

Refers to myASNB portal/myASNB mobile app and/or any new digital platform owned and managed by ASNB.

“Instruction”

Refers to instruction given by yourself in respect of your accounts or any other transaction using the ASNB Electronic Platforms service.

“Internet”

Refers to the global network of computers and telecommunication systems which facilitate communication.

“Password”

Refers to a unique string of characters chosen by you and known only to you and recorded in the ASNB’s computer system(s), which must be keyed in by you for authentication of your Username and grant of access to the ASNB Electronic Platforms.

“Redemption”

Refers to repurchase of units based on the current market value.

“Subscription”

Refers to purchase of unit based on current market value.

“Switching”

Refers to the process of transferring units from one fund to another fund. This process is only valid to own account.

“Transfer”

Refers to change in ownership of a unit of the same fund, or a movement of same funds and/or units from one account to another.

“Username”

Refers to a unique name made up of a string of characters chosen by you which must be keyed in by you in order for the ASNB Electronic Platforms to associate the Username with your user profile and accounts(s).

2. Declaration

- a. You have read and understood the contents of the respective Deeds and Supplemental Deed(s) (if any), Master Prospectus and Supplementary Master Prospectus(es) (if any) and agree to be bound by all the terms and conditions contained in the respective Deeds and Supplemental Deed(s) (if any), Master Prospectus and Supplementary Master Prospectus(es) (if any), and any addition or changes to the same relating to units registered at the time of the application or after.
- b. You declare that you are not an undischarged bankrupt.
- c. You agree that the use of the ASNB Electronic Platforms by you, will constitute your acceptance of this Financial Transactions Terms and Conditions as well as to the inherent risks in conducting any transaction over the Internet.
- d. You agree that it is your obligation to maintain the device or terminal used in accessing the ASNB Electronic Platforms.
- e. ASNB recommends that you store or print a copy of this Financial Transactions Terms and Conditions for your records.

3. Rejection and/or Cancellation

- a. You also concur that ASNB reserves the ultimate right to cancel the transaction and withdraw the units (inclusive of income distributions, bonuses and any other benefits) that you owned if there are any misleading details in the transaction.
- b. You may apply to use this ASNB Electronic Platforms at all times subject to ASNB's sole and absolute discretion whether to reject or accept your transaction.
- c. You agree that ASNB has the right to invalidate your transaction without being obliged to offer you any explanation or prior notice and that you will not hold ASNB liable for any loss or damage which you may suffer as a result of such invalidation of your transaction.
- d. Any Instructions to ASNB for cancellation, revocation, reversal, amendment or clarification of your earlier transaction, can only be affected, if your request is received and affected before the earlier transaction is done.

- e. ASNB reserves the right at its sole discretion, to refuse to carry out any of your transactions where your transactions are inconsistent with ASNB's policy or laws or for any other reasons whatsoever.

4. Transactions

- a. You agree and accept that any instructions which you may issue shall at all times be subject to such limits and conditions as may be specified by ASNB from time to time at its absolute discretion.
- b. In cases that involve or require the consent or approval of third parties, ASNB's obligations to perform any transaction would be subject to such consent and approval being obtained by you.
- c. You shall ensure that there are sufficient funds and/or units at all times available in your bank and/or investment accounts to perform any of your transactions.
- d. You agree that ASNB has the absolute right to add, suspend, limit, withdraw, cancel or vary any transactions, facilities, services and/or products that can be accessed by you through this ASNB Electronic Platforms and the scope and/or extent of such transactions, facilities, services and/or products.
- e. You hereby authorize ASNB to comply with all transaction(s) given in respect of this ASNB Electronic Platforms accessed using your Username and Password as transactions(s) properly authorized by you even if they may conflict with any other mandate given at any time concerning your accounts or affairs.
- f. You agree that such transactions(s) shall be binding on yourself upon its transmission to ASNB and the transactions cannot be changed or withdrawn without ASNB's written consent and that ASNB is not further obliged to check the authenticity of such transactions(s).
- g. You agree that ASNB is entitled to debit your ASNB account(s) to perform any transaction instructed by you.
- h. You hereby agree that it is your responsibility to review the transaction record(s) pertaining to any ASNB Electronic Platforms transaction initiated on your Instruction.
- i. Should you have any reason to believe that a transaction has not been accurately or completely received by ASNB, you shall inform ASNB in writing not later than fifteen (15) working days after transmission of the relevant transaction(s).
- j. Where you give Instructions to ASNB to perform transactions via the ASNB Electronic Platforms, you shall provide accurate and complete details as required by ASNB.
- k. You agree that ASNB has the sole and absolute right to require you to maintain a minimum balance at any one time in your ASNB account(s).
- l. Any transactions transmitted by you after the relevant cut-off time on any day, will be posted in ASNB's system(s) on the next Business Day following the date of the transaction.
- m. You agree that all information entered by you on any ASNB Electronic Platforms are current and final.

- n. ASNB is not responsible for any action of mistaken transaction instruction which is directed to the incorrect receiver, contains incorrect account number and other related incorrect information transacted or conducted by you.

5. Transaction involves Minor (Akaun Bijak/Remaja)

- a. Parent or legal guardian who is a unit holder and had opened a Minor Account (Akaun Bijak/Remaja) may use ASNB Electronic Platforms to perform transaction subject to such limits and conditions as may be fixed or specified by ASNB from time to time at its absolute discretion.
- b. Akaun Bijak/Remaja will be operated by the parent or legal guardian (as the case may be) until the minor reaches eighteen (18) years old.
- c. Akaun Bijak/Remaja will be converted automatically to an Akaun Dewasa once the minor turns eighteen (18) years old.

6. Transfer, Switching and Redemption.

- a. You must keep sufficient number of units in your ASNB account to enable ASNB to complete any instructions to transfer, switch or redeem the units.
- b. You acknowledge that transfer units are only valid to the same type of fund between you and third parties.
- c. You understand that when transferring any units from your account to any account belonging to third parties, the units shall be automatically debited from your account upon completion of the transaction and deemed transferred to the third party account.
- d. You acknowledge that switching units are only valid to other type of fund within your account.
- e. You understand when switching any units from your fund, the units shall be automatically debited from selected fund and credited to the receiving fund.
- f. ASNB allows redemption only for 1st party or principal account holder. However, ASNB reserves the right to vary or amend the features without prior notice.
- g. You understand that any redemption amount from your account shall be credited to your selected bank account within T+1 Business Days.
- h. You acknowledge that repayment redemption depends on Net Asset Value (NAV) before credited to selected banks.
- i. You acknowledge that redemption units are subject to such limits and conditions as fixed or specified by ASNB from time to time at its absolute discretion.
- j. Transactions performed after the unit trust fund cut-off time will be executed on the next business day unless otherwise stated.

7. Fees and/or Charges

- a. You understand that there are fees and charges involved and you are advised to consider it before investing in any unit trust funds managed by ASNB. All fees and charges are subject to tax and/or duties as may be imposed by the government or other authorities (if any) from time to time.

- b. You acknowledge that you are responsible for all fees, charges, taxes and duties imposed by the service providers/network service provider in enabling you to access and/or connect to this ASNB Electronic Platforms.
- c. You agree and acknowledge that ASNB reserves the right to debit your relevant account(s) for the payment of any fees and charges or taxes and/or penalties imposed pursuant to any transaction done by you.

8. Liabilities and/or Indemnities

- a. ASNB shall not be liable for any failure, delay or shortcoming by any third party howsoever caused with whom you have accounts or otherwise when they are executing ASNB's transactions.
- b. You acknowledge that ASNB makes no warranties or representations of any kind with respect to this ASNB Electronic Platforms, whether express or implied, including but not limited to merchantability or fitness for a particular purpose. Neither ASNB nor any other parties involved in the creation, production or delivery of this ASNB Electronic Platforms assume any responsibilities with respect to your use thereof. No oral or written information or advice given by ASNB or ASNB's employees shall create a warranty or in any way increase the scope of this warranty, and you may not rely on any such information or advice.
- c. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, ASNB SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT DAMAGES (INCLUDING LOSS OF PROFITS, LOSS OF OPPORTUNITY, LOSS OF SAVINGS AND BUSINESS INTERRUPTION) OR SPECIAL OR EXEMPLARY DAMAGES (INCURRED OR SUFFERED BY YOU OR ANY OTHER PERSON AS A CONSEQUENCE OF USING ASNB ELECTRONIC PLATFORM).
- d. ASNB will not be responsible for any loss of or damage to your data, software, equipment, network access or other equipment used to access ASNB's Electronic Platforms.
- e. You hereby agree that ASNB's records and any records of the instructions, communications, operations or transactions made or performed, processed or through this ASNB Electronic Platforms accessed using your Password and Username and any record of transactions relating to the operation of any of this ASNB Electronic Platforms service shall be binding on you for all purposes whatsoever and shall be conclusive evidence of the transaction and your liability to ASNB.
- f. You hereby agree to indemnify and keep ASNB indemnified from and against any and all claims, losses, liabilities, cost and expenses (including but not limited to any legal fees) arising directly or indirectly or which may arise out of your breach or violation of this Financial Transactions Terms and Conditions or any third party rights or your use or purported use of this ASNB Electronic Platforms or due to the delay and/or failure of such ASNB Electronic Platforms.
- g. You also agree that ASNB shall not be held liable whatsoever in respect of any error or omission in the remittances process.

- h. You agree that the failure of ASNB, whether continuous or otherwise, to exercise any rights, power, privileges, remedies or provisions of this Financial Transaction Terms and Conditions or ASNB's failure or delay to insist on compliance with any of these clauses shall not constitute a waiver by ASNB of any such rights, power, privileges, remedies or provisions of this Financial Transactions Terms and Conditions.

9. Applicable Laws

- a. You agree that all details given are true and accurate and that the fund invested herein does not contravene the laws of Malaysia including but not limited to the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (AMLATFPUAA 2001) and Foreign Account Tax Compliance Act (a federal law of the United States). ASNB reserves the right to terminate all relationship(s) with you if you are found to have breached and/or not in compliance with any laws, regulations and rules on AMLATFPUAA 2001 and Know Your Customer Policy of ASNB.
- b. You agree that if any undertaking and/or part of this Financial Transactions Terms and Conditions is held to be invalid or unenforceable pursuant to applicable law, then the invalid and unenforceable provision will be deemed superseded by a valid or enforceable provision that most closely matches the intent of the original provision and that all other provisions of this Financial Transactions Terms and Conditions shall continue in full force and effect.
- c. ASNB reserves the right to add, modify, delete or vary any of this Financial Transactions Terms and Conditions by way of notice as deemed suitable by ASNB.
- d. This Financial Transactions Terms and Conditions will be governed by the laws of Malaysia and all disputes shall be resolved under the jurisdiction of the courts of Malaysia.

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