

A-BANK APP ONLINE USER SERVICE AGREEMENT

Asia Digital Bank Ltd. (LL16434)

(Licensed Labuan Investment Bank, Licence No. 200134BI)

Legal and Compliance Department (“L&C”)

2026/10 version



Labuan HQ

Unit 8B(2), Main Office Tower, Financial Park Complex Labuan, Jalan Merdeka, 87000 W.P. Labuan, Malaysia

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Agreement Revision History Table

Review/Revision Date	Review/Revision Section	Summary of the Review/Change
January 2022	New Issuance	Initial establishment of the A-Bank App Online User Service Agreement.
July 2026	Comprehensive Revision	Reframed the legacy corporate internet-banking terms for the A-Bank App and for individual and corporate Customers. Added electronic acceptance, version capture, authentication evidence and record-retention provisions. Integrated e-KYC document verification, biometric matching, liveness checks, fraud controls and re-verification rights. Strengthened CDD, EDD and OCDD requirements, AML/CFT/CPF controls, sanctions and TFS screening, KYT, the Travel Rule and source-of-funds/source-of-wealth checks. Added Digital Asset and blockchain-network terms, supported-asset controls and customer risk disclosures. Modernised Credentials, device security, electronic Instructions, transaction controls and unauthorised-access obligations. Updated personal-data and Biometric Data provisions, cross-border processing, retention, suspension, closure, liability, notices, complaints and governing-law clauses. Standardised institutional particulars, defined terms, clause numbering and customer-facing document structure.
October 2026	Sections 1, 2, 9, 13, 14, 15, 18, 22, 23 and 26	Added minimum balance, inactive and dormant Account provisions, closure on 30 days' notice and return-of-balance mechanics. Disclosed omnibus custody of client funds. Directed complaints to the



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Review/Revision Date	Review/Revision Section	Summary of the Review/Change
		Customer Feedback & Resolution Management Unit. Aligned references to the Privacy Notice and the A-Bank Fee Policy, defined Authorised User roles, and corrected references to Applicable Laws and other drafting errors.

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1 About this Agreement and acceptance

- 1.1 This Agreement governs the Customer's access to and use of the A-Bank App, the Website and any account, facility, feature, product or service that Asia Digital Bank Ltd. makes available through those channels.
- 1.2 Asia Digital Bank Ltd. is a licensed Labuan investment bank (LL16434; Licence No. 200134BI) regulated by the Labuan Financial Services Authority ("Labuan FSA"). In this Agreement, it is referred to as "ASIADB" or "the Bank".
- 1.3 The Customer accepts this Agreement electronically by selecting an acceptance button or checkbox, submitting an application, activating an Account, or accessing or using any Service. The Customer's acceptance and use of the Services are also subject to the Labuan Financial Services and Securities Act 2010 [Act 704] ("LFSSA"), the Labuan Financial Services Authority Act 1996 [Act 545] ("LFSA"), the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 [Act 613] ("AMLA"), and all applicable standards, guidelines, directives, circulars and requirements issued or administered by Labuan FSA, including the Guidelines on AML/CFT/CPF and TFS for Labuan Key Reporting Institutions, in each case as amended, supplemented or replaced from time to time.
- 1.4 This Agreement is to be read together with the terms applicable to the relevant Account or Service, the Bank's customer-facing fee schedule (the A-Bank Fee Policy), Privacy Notice, Digital Asset Risk Disclosure Statement (where applicable), transaction confirmations and any additional terms displayed or provided before the Customer uses a specific feature. If there is an inconsistency, the specific product or transaction terms prevail for that product or transaction, and this Agreement prevails for use of the App and electronic channels.
- 1.5 The Bank may decline to offer any Account or Service in any jurisdiction and may impose eligibility, risk, transaction, geographic, currency, asset or other limits.

2 Definitions and interpretation

- 2.1 In this Agreement, unless the context requires otherwise:

No.	Defined Term	Meaning
1	ASIADB	Asia Digital Bank Ltd., a licensed Labuan investment bank (LL16434; Licence No. 200134BI), and, where the context permits, its lawful successors and assigns.
2	The Bank	ASIADB.



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No.	Defined Term	Meaning
3	Account	any account, wallet, sub-account, facility or relationship maintained by the Customer with the Bank and accessible through the App.
4	Applicable Laws	all applicable laws, regulations, regulatory requirements, directions, sanctions, court orders, rules, codes and binding guidance in Malaysia, Labuan and any other relevant jurisdiction, as amended from time to time.
5	App	the A-Bank mobile or web application, including any update, replacement, portal or related electronic channel made available by the Bank.
6	Authorised User	an individual authorised to access or operate an Account for a corporate or other non-individual Customer, including a Company Administrator, Company Signatory or Company User. A Company Administrator manages the Customer's Authorised Users and their access rights; a Company Signatory approves Instructions in accordance with the Customer's mandate; and a Company User exercises the access rights assigned to that user.
7	Biometric Data	personal data resulting from the technical processing of physical, physiological or behavioural characteristics, including facial images or other biometric identifiers used for identification, authentication, liveness detection or fraud prevention.
8	Business Day	a day on which the Bank is open for business in Labuan, excluding Saturdays, Sundays and public holidays, unless the Bank states otherwise for a particular Service.
9	Credentials	a User ID, password, passcode, PIN, one-time password, Security Device, biometric authentication, access key or any other authentication factor used to access the App or authorise an Instruction.
10	Customer	the individual, legal person or legal arrangement that applies for, holds or uses an Account or Service. For a corporate Customer, references to the Customer include its Authorised Users where the context permits.

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No.	Defined Term	Meaning
11	Digital Asset	a digital representation of value or rights, including a token or stablecoin, that the Bank expressly supports through the App from time to time.
12	Instruction	any request, order, application, consent, confirmation, communication or instruction submitted or apparently submitted through the App or another channel accepted by the Bank.
13	Loss	any loss, damage, liability, cost, charge, expense, claim or penalty, including reasonable legal and investigation costs.
14	Privacy Notice	the Bank's applicable privacy notice, as updated and made available through the App, Website or another notified channel.
15	Security Device	any mobile device, token, software token or authentication method designated by the Bank to generate, receive or approve Credentials.
16	Services	any banking, payment, transfer, conversion, digital asset, account information, communication or other service made available by the Bank through the App or an associated electronic channel.
17	Transaction	any transfer, payment, receipt, withdrawal, deposit, conversion, exchange or other movement of funds or Digital Assets.
18	Website	https://asiadb.com/ and any official successor or related domain notified by the Bank.

- 2.2 Headings are for convenience only. The singular includes the plural and vice versa. References to a person include an individual, company, partnership, trust, association, government body and any other legal or commercial entity. 'Including' and similar words do not limit the words that follow.
- 2.3 A reference to a law, document, policy, notice, list or Service includes any amendment, replacement or successor in force from time to time.



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3 Eligibility, application and Account opening

- 3.1 An individual applicant must have legal capacity to enter into this Agreement and meet the Bank's eligibility requirements. Unless the Bank expressly permits otherwise for a specific product, an individual applicant must be at least 18 years old.
- 3.2 A corporate or other non-individual applicant must be duly formed and validly existing under the laws of its place of establishment. The person submitting the application must have authority to act for and bind that applicant.
- 3.3 The Customer must provide complete, accurate, current and non-misleading information and documents requested by the Bank. The Customer authorises the Bank to verify them and must promptly notify the Bank of any change, including a change to name, address, contact details, tax status, ownership, control, directors, Authorised Users, business activities, source of funds, source of wealth or expected Account activity.
- 3.4 Submitting an application does not oblige the Bank to open an Account or provide a Service. Account opening is subject to the Bank completing customer due diligence, sanctions screening, risk assessment, internal approval and any other checks required by the Bank's risk appetite.
- 3.5 The Bank does not permit anonymous or fictitious accounts. Further information may be required, conditions may be imposed, activation may be deferred, an application may be declined, or a service may be restricted. Where disclosure of the reason is prohibited by law, the Bank is not required to provide an explanation for its decision.
- 3.6 The Customer must not create multiple or duplicate Accounts, use another person's identity or Account, or permit another person to use the Customer's Account, except through an Authorised User arrangement approved by the Bank.

4 Electronic KYC and identity verification

- 4.1 The Bank may establish and maintain the business relationship through electronic know-your-customer (e-KYC) and other non-face-to-face processes. The Customer consents to the collection and processing of identification information, documents, images, video, voice, Biometric Data, device information and other data reasonably required for identification, authentication, fraud prevention and regulatory compliance.
- 4.2 The Bank may use one or more authentication factors, including:
 - (a) possession-based factors, such as an identity document, registered mobile number, email address or Security Device;
 - (b) knowledge-based factors, such as a PIN, passcode or personal information; and



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- (c) inference-based factors, such as facial or other biometric characteristics.
- 4.3 The e-KYC process may include document authenticity checks, biometric matching, liveness or presentation-attack detection, video verification, database checks, independent contact, screening against reliable public or private sources, and confirmation of an active account held in the Customer's name with a licensed financial institution.
- 4.4 The Bank may engage regulated or reputable service providers to perform identity, document, biometric, fraud, device, database and screening checks. The Customer authorises the Bank and those providers to compare submitted information with reliable and independent sources, subject to the Privacy Notice.
- 4.5 The Bank may require the Customer or any relevant person to repeat or complete e-KYC, attend a video call, present original or additional documents, provide a certified translation, make a verification transfer, or complete a face-to-face or manual review. A successful automated result does not prevent further review.
- 4.6 The Bank may re-verify the Customer at any time, including following a change in information, device, behaviour, transaction pattern, ownership or risk profile, or where identity fraud, impersonation, document manipulation or account compromise is suspected.
- 4.7 If the Customer does not complete verification within the required time, or if the Bank cannot satisfactorily complete customer due diligence, the Bank may refuse to open the Account, restrict or suspend Transactions, or close the Account or business relationship, and may consider or make any report required by law.

5 Scope and use of the Services

- 5.1 Subject to eligibility, approval, availability and limits, the App may enable the Customer to view Account information, receive notices, submit applications and Instructions, make or receive payments and transfers, convert supported currencies or Digital Assets, and use other Services introduced by the Bank.
- 5.2 A feature shown in the App is not necessarily available to every Customer. The Bank may add, modify, limit, suspend or discontinue any Service, currency, Digital Asset, blockchain network, country, channel or feature in accordance with this Agreement.
- 5.3 The Customer must use the Services only for the approved purpose and within the Customer profile, business activities, expected transaction activity, transaction limits and jurisdictions disclosed to and accepted by the Bank.



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- 5.4 Information displayed through the App is provided for the Customer's convenience. Unless the Bank expressly agrees in writing, it is not legal, tax, accounting, investment or financial advice, and the Bank does not act as the Customer's adviser, fiduciary, trustee or agent.
- 5.5 The Customer is responsible for obtaining independent advice and for determining whether a Service or Transaction is lawful, suitable and appropriate in the Customer's circumstances and jurisdiction.

6 Corporate Customers and Authorised Users

- 6.1 A corporate Customer must appoint one or more Authorised Users in the form and manner required by the Bank. The Bank may assign roles and permissions, including administrator, maker, checker, approver, signatory, view-only or other access rights.
- 6.2 The corporate Customer confirms that each Authorised User has the authority and competence required for the assigned role and that every Instruction submitted within that role and the applicable mandate binds the Customer.
- 6.3 A Company Administrator may manage access and permissions only to the extent enabled by the Bank. The Customer remains responsible for the Administrator's appointments, actions, omissions and configuration of roles, limits and approval workflows.
- 6.4 Where the App supports maker-checker, joint approval or transaction limits, the Customer must configure and monitor them in accordance with its corporate mandate and internal controls. The Bank may rely on the configuration recorded in its systems.
- 6.5 The Customer must immediately notify the Bank when an Authorised User leaves, changes role, loses authority or is suspected of misconduct or compromise. A mandate or access change becomes effective for the Bank only after the Bank receives, verifies and processes it. Until then, the Bank may rely on the existing mandate and access records.
- 6.6 The Bank may request board resolutions, powers of attorney, specimen signatures, constitutional documents or other evidence of authority and may refuse or delay an Instruction until it is satisfied as to the authority of the person submitting or approving it.

7 Instructions and electronic authorisation

- 7.1 An Instruction authenticated using the Customer's or an Authorised User's valid Credentials and submitted through an approved channel is treated as authorised by the Customer, unless the Bank had received and had a reasonable opportunity to act on notice of compromise or revocation before the Instruction was processed.



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- 7.2 The Bank may rely on an Instruction without further confirmation, but may request additional authentication, supporting documents, call-back confirmation or other verification. The Bank may delay, decline or refuse an Instruction that is incomplete, inaccurate, inconsistent, unusual, unauthorised, technically defective, outside limits, or subject to a compliance or security concern.
- 7.3 The Customer must review all transaction details before authorising an Instruction. The Customer is responsible for the accuracy and completeness of beneficiary, wallet, network, currency, asset, amount, reference, purpose and other information submitted.
- 7.4 An Instruction may not be cancelled or changed after it has been authorised or entered processing. If the Customer requests cancellation before processing, the Bank may use reasonable efforts to assist but does not guarantee cancellation, recovery or reversal. Any resulting costs are for the Customer's account.
- 7.5 Instructions received after a cut-off time, on a non-Business Day, during maintenance, or while further checks are pending may be treated as received on the next applicable processing day.
- 7.6 The Bank's electronic records of authentication, time, date, device, channel, approvals and Instructions are prima facie evidence of the relevant activity, subject to proof of manifest error.

8 Credentials, devices and security

- 8.1 The Customer must keep all Credentials confidential and secure. Credentials are personal to the relevant user and must not be shared, transferred, disclosed, recorded in an insecure manner or used by another person.
- 8.2 The Customer must:
 - (a) use a secure and supported device, operating system and App version, apply security updates, enable screen lock and protect the registered email account, mobile number and SIM;
 - (b) not use a rooted, jailbroken, compromised or malware-infected device, or any unauthorised software, automation, emulator or tool to access the App;
 - (c) check the authenticity of the App, Website and Bank communications and remain alert to phishing, social engineering, remote-access scams and false support requests; and
 - (d) log out when appropriate and prevent any person from viewing or controlling the device while the App is in use.



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- 8.3 The Bank will not ask the Customer to disclose a password, PIN or one-time password in an unsolicited call, email or message. The Customer must not approve an authentication request that the Customer did not initiate.
- 8.4 The Customer must notify the Bank immediately if a device, SIM, Security Device or Credentials are lost, stolen, disclosed or compromised; if an Authorised User's authority ends; or if the Customer suspects unauthorised access, identity fraud or an unauthorised Transaction. The Customer must promptly change Credentials and follow the Bank's security instructions.
- 8.5 The Bank may block access, deactivate or replace Credentials, require re-authentication, impose a cooling-off period or suspend the App or an Account where reasonably necessary for security, fraud prevention, compliance or operational protection.
- 8.6 The Customer is responsible for activity before the Bank receives and has a reasonable opportunity to act on a valid compromise notice, to the extent the activity results from the Customer's or an Authorised User's fraud, wilful misconduct, negligence, breach of this Agreement or failure to safeguard Credentials.

9 Transactions, transfers and conversions

- 9.1 A Transaction is subject to available balance, transaction and account limits, cut-off times, required information, compliance checks, network or correspondent availability and any applicable product terms.
- 9.2 The Customer must provide accurate originator, beneficiary and transaction information. The Bank may collect, verify, retain and transmit that information to intermediary and beneficiary institutions, payment networks, service providers, regulators and authorities.
- 9.3 The Bank may reject, suspend or delay a transfer that lacks required originator or beneficiary information, contains an invalid or inconsistent purpose, or is subject to a compliance, fraud, sanctions, security or operational concern.
- 9.4 The Bank may route a Transaction through correspondent banks, payment systems, liquidity providers, custodians, blockchain networks or other intermediaries. Their rules, processing times, fees, controls, holidays and cut-off times may apply.
- 9.5 A displayed exchange or conversion rate may be indicative until the Transaction is confirmed. The applicable rate, spread, fee and amount will be shown or otherwise made available before confirmation or in the transaction record, subject to market movement and technical latency.



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- 9.6 The Bank may deduct fees, taxes, intermediary charges, negative balances and other amounts due from any Account, subject to law and the relevant product terms.
- 9.7 The Customer must not assume that a Transaction is complete merely because an Instruction was submitted. Completion occurs only when the Bank records the Transaction as completed or the relevant funds or assets are made available, subject to correction for manifest error, duplicate processing, chargeback, reversal, recall or legal restraint.
- 9.8 If the Customer sends funds or assets to an incorrect beneficiary, wallet address, network or account, the Bank may use reasonable efforts to assist with recovery, but recovery is not guaranteed and may require the recipient's consent, legal process or third-party cooperation.
- 9.9 Funds received for the Customer are held by the Bank in one or more omnibus client accounts maintained with third-party custodian banks or financial institutions appointed by the Bank. The Customer's entitlement is recorded in the Bank's books and records. A virtual account or sub-account shown in the App is an internal record of that entitlement and is not a separate account with the custodian. Balances held with the Bank are not protected by any deposit insurance scheme.

10 Digital Assets and blockchain networks

- 10.1 This section applies only where the Bank expressly enables a Digital Asset or blockchain-related Service. It is supplemental to the Digital Asset Risk Disclosure Statement and any product-specific terms.
- 10.2 Digital Assets involve significant risks, including price and liquidity risk, loss of value, de-pegging, issuer or reserve risk, regulatory change, cyberattack, fraud, smart-contract failure, protocol defects, network congestion, validator or governance failure, forks, third-party insolvency and irreversible transactions. The Customer may lose all or part of the value involved.
- 10.3 Digital Assets are not conventional bank deposits and may not carry the protections that apply to conventional deposits. The Customer must review the applicable disclosure and obtain independent advice before using a Digital Asset Service.
- 10.4 The Bank determines which Digital Assets, token standards and blockchain networks are supported. The Customer must use only the exact asset and network shown in the App. Sending an unsupported asset, token or network may result in permanent loss, and the Bank is not obliged or may be unable to recover it.



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- 10.5 Blockchain transactions may be irreversible after broadcast or confirmation. The Customer is responsible for verifying wallet addresses, networks, tags, memos and amounts and for ensuring that the receiving wallet and counterparty are lawful and compatible.
- 10.6 The Bank may use blockchain analytics, wallet screening, transaction monitoring, proof-of-ownership checks and Travel Rule processes. The Bank may delay, reject, block, restrict or report a Digital Asset Transaction based on its source, destination, wallet exposure, counterparty, transaction history or risk indicators.
- 10.7 The Bank may set confirmation requirements, transaction limits, fees, spreads and processing times and may suspend deposits, withdrawals or conversions during network events, forks, maintenance, security incidents, market disruption, liquidity constraints, legal uncertainty or a third-party service interruption.
- 10.8 The Customer has no entitlement to an airdrop, forked asset, staking reward or other protocol benefit unless the Bank expressly announces support and the applicable terms.

11 AML/CFT/CPF, sanctions and regulatory compliance

- 11.1 The Bank is required to comply with regulatory requirements concerning anti-money laundering, countering financing of terrorism, countering proliferation financing, targeted financial sanctions, fraud prevention, tax compliance, anti-bribery and corruption, and other financial crime controls.
- 11.2 The Bank may screen and monitor the Customer, connected persons, beneficial owners, Authorised Users, counterparties, beneficiaries, Transactions, wallet addresses and related activity against domestic and international sanctions, watchlists, adverse information, internal lists, blockchain analytics and other reliable sources, before and throughout the relationship.
- 11.3 The Customer must promptly provide any information or document the Bank requests, including information on identity, ownership, control, tax residency, business activity, transaction purpose, counterparties, source of funds, source of wealth, destination of funds, wallet ownership and supporting contracts, invoices or evidence.
- 11.4 The Bank may make inquiries, conduct enhanced due diligence, increase monitoring, require re-verification, impose limits, delay or refuse an Instruction, restrict an Account, reject a Transaction, block or freeze funds or assets, terminate the relationship, retain records, disclose information or make a regulatory or suspicious transaction report where the Bank considers it necessary or where required by regulatory requirements.



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- 11.5 The Bank may be prohibited from informing the Customer of an investigation, screening result, regulatory direction, report or reason for a delay, refusal, restriction, freeze or termination. The Bank is not required to make a disclosure that may constitute tipping-off or breach regulatory requirements.
- 11.6 Where the Bank cannot satisfactorily complete or update customer due diligence, it may refuse to open the Account, decline to process a Transaction or terminate the existing relationship and consider any reporting obligation.
- 11.7 To the extent permitted by law, the Bank is not liable for delay, non-processing, restriction, freezing, blocking, reporting or disclosure undertaken in good faith to comply with regulatory requirements, a regulatory or court direction, sanctions, fraud controls or the Bank's financial crime risk management obligations.

12 Customer obligations and prohibited use

- 12.1 The Customer must use the Account and Services lawfully, honestly and only for the Customer's own approved purposes. The Customer must cooperate with the Bank, respond to inquiries within the stated time and maintain information and documents that support Account activity.
- 12.2 The Customer must not use, or permit any person to use, the Account or Services:
- (a) for money laundering, terrorism financing, proliferation financing, sanctions evasion, fraud, scams, bribery, corruption, tax evasion, trafficking, ransomware, unlawful gambling or any other illegal or prohibited activity;
 - (b) to receive, hold or transfer funds or assets for an undisclosed third party, nominee, intermediary or money-services activity without the Bank's prior written approval;
 - (c) to conceal ownership, control, counterparties, transaction purpose, source or destination of funds or assets, or to circumvent limits, monitoring or legal requirements;
 - (d) to exploit errors, manipulate markets or systems, interfere with security, introduce malware, scrape data, reverse engineer the App or conduct unauthorised automated activity; or
 - (e) in a manner inconsistent with the Customer's disclosed profile, approved business, risk classification or Account purpose.
- 12.3 The Customer must independently check whether access to the App and use of a Service are lawful in the Customer's location. The availability of the App in a location does not constitute an offer or confirmation that a Service is lawful there.



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- 12.4 The Customer is responsible for Authorised Users, employees, agents and representatives and must ensure that they comply with this Agreement and the Bank's security and operating requirements.

13 Fees, rates, charges and taxes

- 13.1 The Customer must pay the fees, commissions, spreads, network fees, service charges and other amounts applicable to the Account, Service or Transaction. The Bank may publish or display them in the App, Website, fee schedule or transaction confirmation.
- 13.2 The Customer authorises the Bank to debit any Account for amounts due to the Bank, including applicable taxes, duties, third-party charges and recovery costs, subject to regulatory requirements.
- 13.3 Third parties may deduct correspondent, beneficiary, network, gas, custodian or other charges from the amount sent or received. The Bank does not control those charges unless it expressly states otherwise.
- 13.4 The Bank may change fees, rates, spreads, limits or charging methods by giving notice in accordance with section 22. A change required by law, a network, a service provider or urgent market conditions may take effect immediately.
- 13.5 The Customer is responsible for the Customer's tax obligations and for obtaining independent tax advice. The Bank may withhold, report or disclose amounts and information where required by Applicable Laws.

14 Statements, records and transaction confirmation

- 14.1 The Bank may provide statements, balances, confirmations and records electronically through the App, email or another approved channel. The Customer must review them promptly and preserve copies required for the Customer's records.
- 14.2 The Customer must notify the Bank without undue delay after becoming aware of an error, discrepancy or unauthorised Transaction and, unless a shorter period is stated for a particular Service, within 30 days after the relevant statement or record is made available. This does not exclude any non-waivable right under Applicable Laws.
- 14.3 The Bank may correct a manifest or processing error, duplicate entry, incorrect rate or erroneous credit or debit and may make the corresponding Account adjustment, with notice where reasonably practicable.



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- 14.4 The Bank's electronic records, system logs, call recordings, messages, authentication records, statements and transaction records are admissible and constitute prima facie evidence of the matters recorded, absent manifest error.
- 14.5 The Bank will retain customer identification, verification, Account, Transaction, correspondence and due diligence records for at least seven years after completion of the Transaction, termination of the relationship or the relevant occasional transaction, and longer where required for an investigation, legal proceeding, regulatory direction or other Applicable Law.

15 Personal data, biometric data and confidentiality

- 15.1 The Bank processes personal data in accordance with the Privacy Notice. The Customer must read the Privacy Notice, which describes the categories of data collected, purposes of processing, disclosures, retention, security measures and data subject rights.
- 15.2 The Customer expressly consents, to the extent consent is required, to the processing of identification information and sensitive personal data, including Biometric Data, for e-KYC, authentication, liveness detection, fraud and financial crime prevention, security, regulatory compliance and provision of the Services.
- 15.3 The Bank may collect personal data directly from the Customer and from reliable or independent sources, including identity and verification providers, financial institutions, regulators, government and corporate registries, sanctions and watchlist providers, fraud databases, public sources, devices, networks and blockchain analytics providers.
- 15.4 The Bank may disclose personal data and confidential information to its related entities, service providers, professional advisers, insurers, auditors, correspondent and beneficiary institutions, payment and blockchain networks, custodians, liquidity providers, regulators, courts, law enforcement agencies and other persons where necessary to provide the Services, protect rights, prevent crime or comply with regulatory requirements.
- 15.5 Personal data may be processed or stored outside Malaysia where permitted by Applicable Laws and subject to appropriate safeguards described in the Privacy Notice.
- 15.6 A corporate Customer confirms that it has lawfully notified and, where necessary, obtained consent from its Authorised Users, directors, officers, employees, beneficial owners and connected persons for the Bank to process and disclose their personal data for the purposes in this Agreement and the Privacy Notice.



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- 15.7 The Bank may record telephone calls, video calls, meetings, chat messages and electronic communications for verification, security, quality, evidence, dispute resolution and compliance purposes.
- 15.8 Nothing in this Agreement requires the Bank to delete information that it must retain under Applicable Laws or for the establishment, exercise or defence of legal claims.

16 Licence to use the App and intellectual property

- 16.1 The Bank grants the Customer a limited, revocable, non-exclusive, non-transferable and non-sublicensable licence to use the App solely to access approved Services in accordance with this Agreement.
- 16.2 The Bank and its licensors retain all rights in the App, Website, software, systems, interfaces, content, trademarks, data compilations and related intellectual property. No ownership right passes to the Customer.
- 16.3 The Customer must not copy, modify, distribute, sell, lease, sublicense, reverse engineer, decompile, scrape, frame, bypass controls, create derivative works from, or otherwise misuse the App or any Bank content, except to the extent a restriction is prohibited by law.
- 16.4 The Customer must promptly notify the Bank if the Customer receives data or information not intended for the Customer and must not use, disclose, copy or retain it except as directed by the Bank or required by law.

17 Availability, maintenance and third-party services

- 17.1 The Bank aims to make the App and Services available, but does not guarantee uninterrupted, error-free or continuous access. Availability may be affected by maintenance, updates, capacity, telecommunications, cyber incidents, networks, third parties, market conditions and events outside the Bank's reasonable control.
- 17.2 The Bank may carry out planned or emergency maintenance, require an App update, withdraw support for an operating system or device, or temporarily limit a Service. The Bank will give notice where reasonably practicable.
- 17.3 The Customer is responsible for suitable devices, connectivity, software, data charges and telecommunications services and for the security and compatibility of the Customer's environment.
- 17.4 A Service may depend on a third-party payment system, correspondent, custodian, exchange, liquidity provider, blockchain, cloud provider, verification provider or other service



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provider. The Bank is not responsible for an independent third party's act or omission except to the extent the Bank is legally responsible for its selection or oversight.

18 Restriction, suspension, closure and termination

- 18.1 The Bank may immediately restrict, suspend or terminate access to the App, an Account, a Credential, an Instruction or a Service, with or without prior notice where reasonably necessary, including where:
- (a) the Bank suspects fraud, identity compromise, unauthorised access, security risk, illegality, sanctions exposure or financial crime;
 - (b) the Customer fails to complete or update customer due diligence, provide requested information, pay an amount due or comply with this Agreement;
 - (c) an Instruction is incomplete, inconsistent, unusual, outside the Customer profile or limits, or lacks required originator, beneficiary or Travel Rule information;
 - (d) the Bank must comply with Applicable Laws, a court order, regulatory direction, sanctions measure, network rule or third-party restriction;
 - (e) the Bank considers the action necessary to protect the Customer, the Bank, another customer, the financial system or the integrity of a Service; or
 - (f) the Customer becomes insolvent, ceases business, is dissolved, enters liquidation or administration.
- 18.2 The Customer may request closure of an Account through the channel specified by the Bank. Closure is subject to completion of pending Transactions, payment of amounts due, withdrawal or transfer of remaining eligible balances, resolution of holds and the Bank's legal and regulatory obligations.
- 18.3 The Bank may terminate this Agreement or an Account by giving the Customer not less than 30 days' notice, or immediately where section 18.1 applies. The Bank may be unable to provide reasons where disclosure is prohibited or may prejudice security, prevention or detection of crime, or a regulatory inquiry.
- 18.4 Termination does not affect accrued rights, outstanding obligations, pending or irrevocable Instructions, fees, set-off rights, record retention, confidentiality, liability, indemnity, dispute or other provisions intended to survive.
- 18.5 Any return or transfer of remaining funds or assets is subject to satisfactory due diligence, sanctions and fraud checks, lawful destination details and network availability. Subject to those requirements and to section 18.4:



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- (a) the Bank will use reasonable efforts to return any remaining balance within 30 Business Days after the later of the effective date of closure and the Bank's receipt of valid remittance instructions, to an account or verified wallet held in the Customer's own name;
 - (b) the Bank may first deduct any fees, charges and other amounts due to the Bank and settle any pending Transactions;
 - (c) the Bank may withhold any balance for as long as required by Applicable Laws, a court order, a freezing or production order, or a financial crime or sanctions review, and is not liable for any Loss arising from that withholding;
 - (d) where the Customer does not provide a compatible destination for the original currency or Digital Asset, the Bank may convert the balance into a supported settlement currency designated by the Bank, being a currency or Digital Asset that the Customer is able to receive, at the Bank's prevailing rate at the time of conversion, before remittance; and
 - (e) if the Customer does not provide valid remittance instructions within 90 days after the effective date of closure, or cannot be contacted after reasonable efforts, the Bank may treat the balance as unclaimed and deal with it in accordance with Applicable Laws.
- 18.6 The Customer must maintain in each Account the minimum balance set out in the A-Bank Fee Policy or otherwise notified by the Bank for that Account.
- 18.7 An Account is inactive if no Customer-initiated Transaction is made on it for 12 consecutive months, and becomes dormant if it remains inactive for a further 12 months. Fee debits and entries initiated by the Bank do not count as Customer-initiated Transactions. Before classifying an Account as dormant, the Bank will use reasonable efforts to notify the Customer through a registered channel. The Bank may restrict a dormant Account to incoming credits only until the Customer reactivates it and completes any updated customer due diligence the Bank requires.
- 18.8 Without limiting section 18.3, the Bank may close an Account by giving the Customer not less than 30 days' notice where:
- (a) the Account is inactive or dormant;
 - (b) the Account has not maintained the minimum balance under section 18.6 for a continuous period of three months;
 - (c) the Bank ceases to offer the relevant Account or Service; or

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- (d) following a periodic review of the Account or the business relationship, the Bank determines that it is no longer in a position to continue providing the Account or Service.

19 Liability and exclusions

- 19.1 Nothing in this Agreement excludes or limits liability that cannot lawfully be excluded or limited. Subject to that, the Bank is liable only for direct loss that is reasonably foreseeable and directly caused by the Bank's fraud, wilful misconduct or gross negligence.
- 19.2 To the extent permitted by law, the Bank is not liable for indirect, incidental, special, exemplary, punitive or consequential loss, or loss of profit, revenue, business, opportunity, goodwill, anticipated savings, data or Digital Asset value.
- 19.3 The Bank is not liable for Loss arising from:
- (a) an inaccurate, incomplete, duplicated or unauthorised Instruction, or the Customer's failure to verify transaction details;
 - (b) loss, disclosure or misuse of Credentials, a compromised device, phishing, malware, social engineering or the Customer's failure to follow security requirements;
 - (c) a third-party system, intermediary, correspondent, payment network, beneficiary institution, custodian, blockchain, token issuer, smart contract, wallet or service provider beyond the Bank's reasonable control;
 - (d) market movement, exchange-rate movement, Digital Asset volatility or de-pegging, network fees, liquidity constraints, forks, unsupported assets or irreversible blockchain transactions;
 - (e) a delay, rejection, restriction, freezing, blocking, disclosure or report made in good faith for legal, regulatory, sanctions, fraud, security or compliance purposes; or
 - (f) maintenance, telecommunications failure, power failure, cyberattack or a force majeure event, except to the extent directly caused by the Bank's fraud, wilful misconduct or gross negligence.
- 19.4 The Customer must take reasonable steps to prevent and mitigate Loss, promptly report relevant events and cooperate with recovery, investigation and security measures.

20 Indemnity

- 20.1 To the extent permitted by law, the Customer indemnifies the Bank, its officers, employees and agents against Loss reasonably incurred as a result of:



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- (a) the Customer's or an Authorised User's fraud, wilful misconduct, negligence or breach of this Agreement;
- (b) an Instruction that the Bank reasonably treats as authorised under this Agreement;
- (c) a claim by a third party arising from the Customer's Transaction, Account, business, content, funds, assets or misuse of the Services; or
- (d) the Customer's failure to obtain authority, notice or consent concerning an Authorised User, connected person or personal data supplied to the Bank.

20.2 The indemnity does not apply to the extent the Loss was directly caused by the Bank's fraud, wilful misconduct or gross negligence and survives closure or termination.

21 Force majeure

21.1 The Bank is not liable for failure or delay caused by an event beyond its reasonable control, including natural disaster, fire, flood, epidemic, war, terrorism, civil disturbance, industrial action, government action, sanctions, court or regulatory action, power or telecommunications failure, cyberattack, failure of a payment or blockchain network, market closure, liquidity disruption or failure of a critical third party.

21.2 The Bank may suspend or modify performance while the event continues and will use reasonable efforts to restore affected Services when practicable.

22 Notices, communications and amendments

22.1 The Bank may communicate with the Customer through the App, push notification, registered email, SMS, telephone, Website, postal address or another channel accepted by the Bank. The Customer must keep contact details current and regularly check the App and registered channels.

22.2 An electronic notice is treated as received when it is made available in the App, sent to the registered email or mobile number, or posted on the Website where the notice states that it applies to the Customer. A postal notice is treated as received in the ordinary course of delivery.

22.3 The Bank may amend this Agreement by giving reasonable notice through an approved channel. A change may take effect immediately where required by Applicable Laws, a regulator, security, fraud prevention, a third-party network or service change, or where delay would expose the Bank or customers to material risk.



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- 22.4 If the Customer does not agree to an amendment, the Customer must stop using the affected Service and request closure before the amendment takes effect, subject to outstanding obligations. Continued use after the effective date constitutes acceptance.
- 22.5 The English version prevails over a translation to the extent of any inconsistency, unless Applicable Laws require otherwise.

23 Customer support and complaints

- 23.1 The Customer may contact the Bank regarding access, security, a Transaction, a complaint or this Agreement using the support function in the App or the following details:
- (a) Telephone: +60 87 410 977;
 - (b) Email: info@asiadb.com for general enquiries, or feedback@asiadb.com for complaints and feedback; or
 - (c) Address: Unit 8B(2), Main Office Tower, Financial Park Complex Labuan, Jalan Merdeka, 87000 W.P. Labuan, Malaysia.
- 23.2 The Customer should provide sufficient information and supporting evidence for the Bank to investigate. The Bank may require identity verification before discussing Account information or acting on a request.
- 23.3 The Bank will handle complaints in accordance with its Customer Feedback and Complaint Handling Policy, through its Customer Feedback & Resolution Management Unit. This section does not limit any right the Customer may have to refer a matter to an appropriate regulator or court.

24 Governing law and jurisdiction

- 24.1 This Agreement and any non-contractual obligation arising from it are governed by the laws of Malaysia.
- 24.2 The courts of Malaysia have non-exclusive jurisdiction over any dispute arising from or connected with this Agreement, the App, an Account or a Service.
- 24.3 Before commencing proceedings, the parties should attempt in good faith to resolve the dispute through the Bank's complaint process, unless urgent interim, protective or injunctive relief is reasonably required.
- 24.4 The Bank may take proceedings, preserve assets, enforce security or seek protective relief in any jurisdiction where the Customer, assets, funds or relevant evidence are located, to the extent permitted by law.



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25 General provisions

- 25.1 If any provision is illegal, invalid or unenforceable, it will be severed or modified to the minimum extent necessary, and the remaining provisions continue in effect.
- 25.2 A delay or failure by the Bank to exercise a right is not a waiver. A waiver is effective only if in writing and applies only to the specific circumstance stated.
- 25.3 The Customer may not assign, transfer or create a trust over any right or obligation under this Agreement without the Bank's prior written consent. The Bank may assign or transfer its rights or obligations to a successor, affiliate or service provider as part of a restructuring, transfer of business or lawful arrangement.
- 25.4 Except for the Bank's permitted successors and assigns, a person who is not a party to this Agreement has no right to enforce it.
- 25.5 The Bank may set off or combine amounts held in the Customer's Accounts against amounts due to the Bank where permitted by regulatory requirements and the relevant Account terms.
- 25.6 This Agreement and the incorporated customer-facing terms constitute the agreement concerning use of the App and electronic Services and replace earlier terms on the same subject from the effective date, without affecting accrued rights or completed Transactions.

26 Electronic acceptance

- 26.1 By selecting 'I Agree', the Customer confirms that:
- (a) the Customer has read and understood this Agreement and the documents incorporated into it;
 - (b) the information and documents supplied to the Bank are complete, accurate and current;
 - (c) the Customer consents to electronic communications and, where required, to processing of Biometric Data and other personal data for the purposes stated in this Agreement and the Privacy Notice; and
 - (d) if acting for a corporate or other non-individual Customer, the person accepting has authority to bind that Customer.
- 26.2 The Bank will retain an electronic record of the accepted version, date, time and relevant authentication information in accordance with the Guidelines on AML/CFT/CPF and TFS for Labuan Key Reporting Institutions and its record-retention obligations.



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