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Any money withdrawn from an insured deposit for the purpose of purchasing gold is no longer insured by PIDM.

## TERMS & CONDITIONS

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## TERMS & CONDITIONS

### TERMS & CONDITIONS OF EASIGOLD

These Terms & Conditions are intended to be read together with the Product Disclosure Sheet (PDS) for EasiGold App, pamphlets, brochures or any other relevant terms & conditions issued by EasiGold App which may be imposed from time to time according to the specific types of gold bought by the customer. Any gold bought and any operations on EasiGold App made shall be subject to and governed by the Terms & Conditions mentioned below:

#### 1. DEFINITION

Items	Meaning
<b>EasiGold App</b>	The digital mobile application developed by Ace Capital Growth Sdn.Bhd (ACE). for its customers to buy and sell gold account as well as to take possession of physical gold via conversion.
<b>Marketing Agent</b>	Bank Muamalat Malaysia Berhad (BMMB) or the Bank shall act as the authorized marketing agent to promote EasiGold App.
<b>Account</b>	The customer's EasiGold account and maintained with EasiGold App
<b>Bai' Sarf</b>	Bai' Sarf refers to a contract of exchange of money for money of the same or different type. Money is a medium of exchange that shall be in the form of currency, gold, silver, or other forms accepted by Shariah.
<b>Wakalah</b>	Wakalah refers to a contract in which a party (Muwakil) authorizes another party as his agent (wakil) to perform a particular task, in matters that may be delegated, either voluntarily or with imposition of a fee.
<b>The Aqad (Contract of Sale &amp; Buy Gold)</b>	Is an Islamic Contract which states the Offer and Acceptance of Sale of gold & its terms, between the customer and ACE, customers need to carefully read the contract and agree with the Selling Price and other considerations before proceeding to conclude the transaction. No cancellation or refund will be entertained by ACE once customer accepted the contract and its terms
<b>Gold Supplier (we/us)</b>	Ace Capital Growth Sdn Bhd (ACG)– subsidiary of Ace Innovate Asia Berhad



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<b>BMMB or The Bank</b>	Means Bank Muamalat Malaysia Berhad [Company No. 196501000376 (6175-W)] is a corporation established under the Islamic Financial Services Act 2013 on 1 October 1999 and has a registered address at Level 30, Headquarters, Menara Bumiputra, Jalan Melaka, 50100 Kuala Lumpur
<b>Customer (you/your)</b>	The account holder's (individuals), in this Terms & Condition or by EasiGold account time by time
<b>Currency</b>	Transaction in Malaysia Ringgit only (MYR)
<b>Initial Purchase</b>	Means to initial purchase made by you during the account opening of EasiGold Account
<b>Buying Price</b>	Denotes the price that the customer buys the gold from EasiGold App which will be determined by the Gold Supplier
<b>Selling Price</b>	Denotes the price that the sells gold to EasiGold App which to be determined by Gold Supplier
<b>Gold Conversion</b>	Means the customers conversion of their ownership in the EasiGold Account to the physical Minted Gold Bar. Gold conversion is not a buy and/ or sell transaction. Fees applies for each conversion requested by customers.  All physical gold is in the form of IGR gold.
<b>Gold Amount</b>	A sum in Malaysian Ringgit for the purchase of gold which shall be equal to the total quantity of gold to be purchased multiplied by the price of the gold quoted by the ACE Capital Growth Sdn Bhd
<b>Physical Backed Gold</b>	A method of which all customer buys and sell transaction are based on LBMA accredited 999.9 purity physical gold bars safe kept by ACE located in Bank Muamalat's vault.
<b>Transaction History</b>	<ul style="list-style-type: none"> <li>▪ Displays transaction history of purchase and sale of gold, gold conversion in a centralized transaction history screen.</li> <li>▪ Customer can filter transaction history by specifying the date range.</li> </ul>
<b>e-KYC</b>	Customer on boarding process experience while meeting compliance needs
<b>Terms &amp; Condition</b>	Means the terms and conditions set out in this document and shall include any amendments, variations and supplements made from time to time in relation to EasiGold Account with prior notice of at least 1 calendar day and shall apply to all accounts unless specific account type terms to the contrary apply.



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	The notice shall be posted through ACE Capital Growth Sdn Bhd website at <a href="http://www.easigold2u.com">www.easigold2u.com</a> and/or through any other channel(s) that ACE Capital Growth Sdn Bhd may deem as via notification in EasiGold App.
<b>Vault/Storage</b>	The location where LBMA accredited 999.9 purity physical gold bars is stored in Malaysia which the storage facility provided by Bank Muamalat.
<b>Force Majeure</b>	Means events or situation beyond the control of the Gold Supplier which continues for three (1) months or more including: a. Earthquakes, flood, fire, plague, pandemic and other natural disaster b. Terrorism, riots, civil commotion or disturbance, war (whether declare or not) and strikes 4
<b>Transaction Hours</b>	Refer to period from 08.30:00 am to 11:59:59 pm Monday to Sunday, including national public holidays in accordance to Federal Territory calendar
<b>Custodian</b>	ACE is the custodian for the gold purchased under gold account by its customer through EasiGold Mobile Application

## 2. CONDUCT OF ACCOUNT

2.1 By signing up to use the EasiGold Account through the EasiGold App, customer agree, that this Agreement will form a contractual relationship between Ace Capital Growth Sdn Bhd and customer;

- a. Customer agree to comply with all relevant Malaysia laws of any territory of which customer is eighteen (18) years and above and is a Malaysian citizen.
- b. Customer is allowed to have **ONE** EasiGold Account only
- c. It is the Customer's responsibility to verify and validate their personal information such as but not limited to the email address and details in the EasiGold App
- d. EasiGold Account can be operated on most Android devices and iOS devices subject to any restrictions or settings applicable to the devices.
- e. The **minimum initial purchase is 2 gram** per transaction and the **minimum subsequence purchase will be 1 gram** per transaction
- f. The Customer is required to complete the e-Know-Your-Customer(e-KYC) Form in EasiGold App of which ACE will assess and reserve the right to accept or decline the registration at its sole discretion. The verification process shall be within 24 hours from the completion of e-KYC and registration. A notification



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will be given to Customers via in-App notice or Email on the status of the customer's registration. Full access to the application will only be granted to customers who are successfully approved and registered.

- g. **Conversion of gold account to physical minted gold bars may only be executed by customers** who are registered as the purchaser or owner of the gold of the EasiGold Account.
- h. Customer shall be responsible to pay for all taxes or levies payable on the EasiGold Account or for the purchase and/or sale of gold under the EasiGold Account (imposed by the government, if any)
- i. Ace Capital Growth Sdn Bhd shall not be made a party or liable or responsible in any security arrangement or any other arrangement between the customer and third party in respect of the purchased gold.
- j. ACE at its discretion may cease, freeze or close the Customers EasiGold Account if it suspects that the conduct of the account has infringe any law, regulation, rules or order, possesses potential regulatory issues or in breach of money laundering or terrorism financing laws or where the account is subject to any investigation by the authorities or court order.

2.2 ACE may contact Customers for explanation and request for supporting documents to ensure that the conduct of the account is in line with the law, regulations, rules or order of Malaysia, and of any other territory from which customer access the EasiGold App. Customers are required to provide the supporting documents within 5 days from the date of request. ACE reserve the rights to suspend the customer's account, if the customer fail to provide the required documents within 5 days. In order for customers to purchase and sell through EasiGold App, the Customer shall be required to do the following:

- a. Read and acknowledge the Product Disclosure Sheet and the T&C; and
- b. Deposit (or ensure there is sufficient balance) into the relevant Account the sum of money equivalent to the Gold Amount (No Tax for gold).
- c. Update personal details and correct mailing address
- d. Contact ACE Careline (What's App: 0166077686) or Email at [helpdesk@easigold2u.com](mailto:helpdesk@easigold2u.com) in the event customer is having a problem with the app or transactions.

### **2.3 CUSTOMER DUE DILIGENCE (CDD)**

- a. In using EasiGold App, Customer hereby agree to provide information to ACE as required or upon request, in relation to this agreement and your relationship with Ace Capital Growth Sdn Bhd.



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- b. Customer agree to provide current valid identification document (ID) through EasiGold App for the purpose of identification and verification of the customer's identify when registering EasiGold Account.
- c. The customer hereby acknowledge that the information provided to the EasiGold App is true and correct and customer authorize the ACE to verify the same with any party and using any source
- d. It is compulsory for Customer to provide their personal details and image of the customer's National Registration Identity Card (NRIC) during account opening and other purpose related to the EasiGold App/Platform; **if necessary**
- e. Ace Capital Growth Sdn Bhd reserves the right to reject customer account opening during CDD at its sole discretion and valid reason.

### 2.4 GOLD STORAGE PROVIDER

- a. ACE Bhd will appoint Bank Muamalat as storage provider and marketing presentative to market for Ace Capital Growth Sdn Bhd.
- b. By using EasiGold App, the Customer hereby appoint Ace Capital Growth Sdn Bhd as the custodian and representative to handle the customer's gold transaction.
- c. In the event of EasiGold - ACE cease of operations wound up or any other event which causes the company no longer operate, ACE would appoint a legal entity —which ACE may appoint it as administrator to manage the customers gold in Bank Muamalat vault. The appointed legal entity will arrange for a buyer with regards to the liquidation of the customer's gold which according to market price (LBMA Price). The appointed legal entity will then instruct the Storage Provider Bank Muamalat to release the customer's gold to the buyer. The buyer will then pay the equivalent Ringgit Malaysia value to the appointed legal entity and thereafter, the legal entity shall distribute to the customer according to EasiGold records after deducted storage cost and administration cost.

### 3. WAKALAH

- a. *Wakalah* is the Shariah concept applicable for EasiGold Account in relation to the role agent of the Gold Supplier (Ace Capital Growth Sdn Bhd). Under this concept, Bank Muamalat will act as an agent to the Gold Supplier and promote EasiGold App on behalf of the Gold Supplier.
- b. The Gold Supplier will buy/sell the gold from/to customer directly. All transaction in EasiGold App done by ACE directly with user.
- c. Bank Muamalat as *Wakil* (agent) shall be unconditionally entitled to the *Wakalah* Fee (Commissions) regardless of whether the Wakalah fees will calculated by the total of gold weight in



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gold account (in Gram)

### **4. BAI' AL SARF**

- 4.1 Bai` al-sarf refers to a contract of exchange of money for money of the same or different type.
- 4.2 Money is a medium of exchange that shall be in the form of currency, gold, silver, or other forms accepted by Shariah. Bai` al-sarf refers to a contract of exchange of the same or different currency
- 4.3 Component of Bai` al-sarf
  - a. The seller (Ace Capital Growth Sdn Bhd) and buyer (EasiGold App users) – contracting parties
  - b. Offer (Ijab) and Acceptance (Qabul) – Aqad
  - c. Subject Matter -Currency which is known and delivered by the contracting parties during the contract session

### **5. AQAD The Contract of Sale & Buy Gold (the Aqad)**

Aqad is a contract built on the offer (ijab) and acceptance (qabul) requirements of two parties (Ace Capital Growth Sdn Bhd and the customer)

- 5.1 The offer (ijab) and acceptance (qabul) executed are legally binding on parties in the contract;
- 5.2 Sale contract is the contract that refers to the exchange of a property (Money to Gold)
- 5.3 The contract must be the exchange of property for the purpose of ownership
- 5.4 Aqad screen in EasiGold App when customer/user purchase and sale, or before make any payment in App
- 5.5 After the customer Acceptance in the Aqad screen, it is deemed that the customer has accepted the Aqad.
- 5.6 Details includes in Aqad is:
  - a. Date
  - b. EasiGold Account holder name's
  - c. ID Number (MyKad & MyTentera)
  - d. Total purchase of gold
  - e. Amount Payable
  - f. Purity of Gold
  - g. Vault/Storage



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### **6. PURCHASE OF GOLD**

- 6.1 Customer may only start transacting purchase of gold through EasiGold App after successfully registering in the application and approval by ACE.
- 6.2 EasiGold App is open to qualified individual or person of Malaysian Citizenship at the age of eighteen (18) and above as determined by ACE at its sole and absolute discretion.
- 6.3 The following person(s) are not eligible to sign up for EasiGold Account:
  - 6.3.1 Individual or person below the age of eighteen (18),
  - 6.3.2 Non-Resident
  - 6.3.3 Non-individual such as but not limited to government bodies, companies, societies, associations and institutions
- 6.4 Joint account is not allowed in EasiGold App
- 6.5 Purchasing gold through EasiGold App shall be made available during transaction hours.
- 6.6 Customer can only purchase gold in **GRAM**
- 6.7 Customer hereby acknowledge that they have read the information in the Aqad screen which contains details of the transactions when accepting or agreeing to continue with the purchase of gold through the application.
- 6.8 Prior to purchasing the gold, the customer is required to read the PDS and Terms and Conditions which are provided by the EasiGold and subject to the EasiGold Platform requirements.
- 6.9 The calculation of the gold amount shall be determined by the ACE at its sole and absolute discretion in accordance with Shariah principles
- 6.10 The indicative live customer's purchase price of gold shall be displayed as a live price and to be quoted as customer buying prices
- 6.11 Customer agree to pay FPX charges charge imposed by payment provider when completing the gold purchase transaction.
- 6.12 Daily purchase limit of gold is in accordance with the FPX transaction limit set by each customer in their respective bank. It will also be in accordance to the limit set by the payment provider from time to time
  - 6.12.1 Upon successful purchase by the customer through EasiGold App,ACE will record the following information:
    - a. The quantity of gold purchased in grams
    - b. The price of gold purchased in RM equivalent
    - c. The price gold per gram in RM





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d. The gold balance in gram at the time of customer purchase instruction

6.13 Customers are required to maintain a **minimum gold balance of 1 gram** at all times.

6.14 Minimum balance of 1 gram of gold may be used for payment for Storage and Administration cost in gold value in grams.

6.15 Customers will need to close an EasiGold account in order to withdraw / sell the minimum balance of gold. (Please see further details in CLOSURE OF EASIGOLD ACCOUNT: 9.3 to 9.8)

Type of customer	Initial Purchase	Subsequent Purchase
Individual Malaysian only	2 grams	1 gram

Customers acknowledge that the Initial Purchase and Subsequent purchase amount will be determined by the Ace Capital Growth Sdn Bhd from time to time upon giving twenty- one (21) calendar days prior notice.

6.16 Customer are required to check and ensure the price and transaction is in order before Committing to the purchase. Cancellation and refunds will not apply once a transaction is made.

## 7. SALE OF GOLD

7.1 Customers can sell the gold through EasiGold App after successfully registering in the application and approved by ACE

7.2 EasiGold App is open to qualified individual or person of Malaysian Citizenship at the age of eighteen (18) and above as determined by ACE at its sole and absolute discretion.

7.3 The following person(s) are not eligible to sign up for EasiGold Account:

7.3.1 Individual or person below the age of eighteen (18),

7.3.2 Non-Resident

7.3.3 Non-individual such as but not limited to government bodies, companies, societies, associations and institutions

7.4 Joint account is not allowed in EasiGold App

7.5 Selling gold through EasiGold App shall be made available during transaction hours.

7.6 Customer can only sell gold at a standard quantity measurement in **GRAM**

7.7 Customer need to read the information or description before selling gold

7.8 Each customer sell transaction from EasiGold App customer will be accompanied by the Aqad screen. The Aqad screen depicts description of the gold sold (i.e., Gold Finesse, total weight of gold). Customer is required to confirm and accept the details in the Aqad in order to complete the selling of gold.

7.9 The proceeds of the customer's gold redemption shall be paid to the customer on the same Business Day by crediting into the customer's bank personal account in EasiGold app or such other payment methods as determined by the EasiGold App and agreed by the customer from time to time within



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business hour. The non-business hour (after 4pm working day) transaction will be crediting next working day (T+1)

7.10 EasiGold will only accept Sale of Gold transaction from all of its customers up to a maximum daily aggregated limit of 20kg gold ("**Daily Aggregated Limit**"). EasiGold has full discretion to refuse to accept the sale of gold transaction from any of its customers if the said sale of gold transaction cause the daily aggregated sale of gold transaction from all of its customers to exceed the Daily Aggregated Limit or for whatsoever reason as the Gold Supplier think fit and reasonable to reject the sale of gold transaction.

7.11 Daily selling limit of gold is in accordance with the FPX transaction limit set by each customer in their respective bank. It will also be in accordance to the limit set by the payment provider from time to time

7.12 Upon customer performing a successful Sale of Gold transaction, ACE will record the following information:

- a. The quantity of sold in grams
- b. The price of gold sold in RM equivalent
- c. The price of gold sold per gram in RM
- d. The gold balance in gram if any in EasiGold Account

7.13 The indicative live customer's selling price of gold shall be displayed as a live price or other means of communication and to be quoted as Customer Selling prices

7.14 The actual daily customer's selling price of gold is to be made known to customer upon customer's confirmation to sell the gold.

7.15 Customers are required to maintain a **minimum gold balance of 1 gram** at all times.

## 8. CONVERSION OF GOLD

8.1 It refers to conversion from EasiGold Account to Physical gold only. It does not involve buy and sell transaction

8.2 The conversion fees will be imposed upon customer request for conversion follow by Gold Bar Denomination.

8.3 The conversion fees that imposed is included 2 components:

- a) Making Cost;
- b) Courier and Insurance cost (Takaful)

*Conversion fee is subject to revise follow by refinery cost and market fluctuation.*

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8.4 The customer acknowledges the role of London Bullion Market Association (LBMA); the global authority for EasiGold physical. Importance details as follows:

- a) LBMA is the fulcrum of the global principle-to-principle precious metal market. LBMA set standard from the purity, from and provenance of the bars it to the way in which gold are traded; in The Good Delivery Rules for Gold and Silver Bar Specification for Good Delivery Bars and Application Procedures for Listing March 2015
- b) All LBMA accredited gold bars are certified by the Chief Assayer of the Gold producer which includes information but not limited to gold content, fineness, minimum gross weight and bar number

8.5 ACE shall not be liable to the specification of the LBMA Gold distributed if sold in the secondary market to 3rd party (other than the Ace Capital Growth Sdn Bhd). Customer may check picture below for Minted Gold Bar references:

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- 8.6 Customer intending to pawn, sell off or trade the gold in the secondary market will need to bear market risk and condition set by the 3<sup>rd</sup> party
- 8.7 Denomination for gold conversion is 1 gram, 5 grams, 10 grams, 50 grams, 1 dinar (4.25 grams) and 5 dinars (21.25 grams)
- 8.8 Maximum for conversion of gold is **50 gram per parcel** -Customer will get physical gold (conversion gold) through courier service that has been set in EasiGold App only
- 8.9 Courier service fees are included in conversion fees
- 8.10 Delivery time taken is 3-7 working days. Customer can check status of delivery in EasiGold App
- 8.11 Only EasiGold account holder can receive from courier service
- 8.12 Customers are required to maintain a minimum gold balance of 1 gram at all time.
- 8.13 Appointed courier company shall deliver within 3-7 working days. 2 attempts of delivery and notices would be given to the recipient, should the recipient fail to be contacted to receive the minted gold



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bars, said minted gold bar would be kept at the appointed courier branch office for 7 working days. If there is no collection within the mentioned period, the appointed courier company shall return the parcel to Ace.

- 8.14 Ace shall contact customer upon receiving uncollected minted gold bar from courier company, Ace shall coordinate with customer for 2nd time delivery. The 2nd time of delivery cost is required to be paid by the customer before Ace proceed for 2nd time delivery.

### 9. FEES AND CHARGES

- 9.1 Customers agree and undertake to pay to all such service or transaction charges in respect of or in connection with the EasiGold App. ACE will notify you in writing of any changes to the charges applicable to the EasiGold by at least twenty-one (21) calendar days prior to the effective date of change.

- 9.2 Type of fees and charges:

- a. **Admin and storage fees** are 1.5 % per annum on customer gold balance in the EasiGold App.
- Admin and storage fees are 1.5% per year calculated daily on customer gold account balance.
  - Admin and storage fees will then be charged monthly at each month end or upon account closing.
  - The fees will be deducted from the customer gold account (based on 3 decimals only).
  - The minimum fees charged at the end of every month is RM 1.00 equivalent in gram, if the amount in gram calculated daily at the rate of 1.5% per year & accumulated at month end is lower.
- b. **Processing fees:** Customers will be charged RM 1.20 per transaction (FPX). Only for successful transaction will be charged

- c. **Conversion Fees:**

Bar Weight	Total Conversion Fees per piece
1	RM 73.00
5	RM 125.50
10	RM 218.50
50	RM 958.00
1 Dinar (4.25)	RM 126.25
5 Dinar (21.25)	RM 418.75



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*The conversion fees included Making Charges, Courier charges and Insurance/Takaful, ACE reserves the right to revise the conversion fees from time to time without prior notice. Conversion fees are applied to both West and East Malaysia, delivery is available in Malaysia only.*

### **10. CLOSURE OF EASIGOLD ACCOUNT**

- 10.1 If customer wish to close the EasiGold Account customer may sell all the Gold to the EasiGold App at the buying price as shall be quoted by the ACE at the time of such sale and all proceeds of sale therefrom shall be paid in Malaysian Ringgit (RM) by crediting to customer's account
- 10.2 Any pending fees for settlement will deduct from gold account before account closure
- 10.3 The process for account closure will take (T+1 day business day)
- 10.4 If the customer EasiGold account is dormant or not active within 6-month, customer will receive EasiGold App notification as a reminder to active the account or option to close the EasiGold account
- 10.5 ACE reserves the right to close the customer's EasiGold account if ACE do not receive any feedback from customer or there are no transactions after 6 months. Customer will receive a notification in EasiGold App in the event of account closure –
- 10.6 Closing of account (deceased account) can **ONLY** be carry out by the Next of Kin nominated in EasiGold App (Nominee). It is therefore compulsory for Customer to fill up their next of kin details when registering an EasiGold account.

### **11. LAW**

- 11.1 These Terms & Conditions shall be subject to, governed by and construed in accordance with the Laws of Malaysia
- 11.2 Customer must all the time ensure that no fund moving to and your EasiGold account are proceed of, or will be used for any unlawful activity in contravention of Anti-Money Laundering Laws
- 11.3 Customer undertake that you will not: -
- a) Use EasiGold account directly or indirectly for transaction involving any unlawful activity
  - b) Concealing or disguising activities that are in fact unlawful
  - c) Utilise any fund from EasiGold Account related money laundering or unlawful or unlawful purpose activity

### **12. DISCLOSURE OF CUSTOMER INFORMATION AND PERSONAL DATA**



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12.1 Save for marketing and/or cross-selling purposes, customer consent and authorize ACE to collect, process, disclose, transfer, maintain, store and retain your personal data that you provide to or that the ACE has obtained.

12.2 By using EasiGold, customer further consent and agree for the ACE to disclose your financial condition, details of and relationship with ACE to:

(a) Authorities in Malaysia and elsewhere for the purpose of complying with legal, regulatory, compliance and risk management requirements including for compliance with US' Foreign Account Tax Compliance Act ("FATCA") and Organization for Economic Cooperation and Development's Common Reporting Standards ("CRS");

(b) BNM's Credit Bureau, Cagamas Berhad, Credit Guarantee Corporation Malaysia Berhad and credit bureaus established under the Credit Reporting Agencies Act 2010;

(c) parties, centralised securities depository, registrar, debt collection agents;

(d) any other person or entity to whom disclosure is permitted or required by any law, regulation or governmental directive.

### **13. FORCE MAJUERE**

Notwithstanding any other provisions herein, in the event EasiGold is unable to perform any operations or to provide any services due to any reason beyond the our control, including but not limited to fire, earthquake, flood, epidemic, pandemic, natural catastrophe, accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war, act of God or any factor in a nature of a force majeure or any failure or disruption to telecommunication, electricity, water, fuel supply, the EasiGold shall not in any way be liable for any inconvenience, loss, injury, damages suffered or incurred by the customer arising from the same

### **14. MISCELLANEOUS**

14.1 In the event of any inconsistency between these Terms & Conditions, Product Disclosure with any brochures, marketing and promotional materials relating to the campaign or its promotion, these Terms & Conditions shall prevail.



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14.2 The EasiGold reserves the right to change any or all the above Terms & Conditions whenever deemed necessary by informing the customer s within one (1) calendar day notice prior to the effective date of the new Terms & Conditions through Apps notification

14.3 Muslim customer shall be responsible for paying the Zakat due on his/her Gold Account.

### **15. DEATH OR TOTAL PERMANENT DISABILITY**

15.1 Total permanent disability means disability which:

- (i) is total and permanent; and
- (ii) did not exist at the date of signing up of the EasiGold Account and EasiGold Platform; and
  - a) the Customer is incapacitated to such an extend, either via the impairment of physical or mental function, that the Customer unlikely to able or exercise reasonable capability, in the view of ACE, to use the EasiGold Account and EasiGold Platform; or
  - b) total and irrecoverable loss of the sight of both eye; or
  - c) loss of use of two limb (2) limbs at or above wrist

15.2 For avoidance of doubt, all instruction received by the EasiGold App which ACE in good faith believe to have been made by the Customer shall remain effective for the protection of ACE in respect of payment made/ instruction implemented in good faith notwithstanding the death, Total Permanent Disability, the revocation of any instructions by any means, until written notice with documents evidencing the death, Total Permanent Disability and bankruptcy is received by ACE

15.3 In the event of death, the following clauses shall apply:

- a. all instruction and other monetary instruments shall be honored by ACE until receives notice in writing concerning the demise of the Customer with the death certificate or until Ace Capital Growth Sdn Bhd becomes aware of the same (howsoever such awareness may be received by EasiGold App, i.e., either through public notification, direct notification to ACE or from any other source which is reasonably relied by ACE
- b. upon ACE receive notification as detailed in (a) above, we shall only obligate receive further instruction from the executor or administrator and shall be entitled to cease any dealing be made or retain any gold or any sum standing to the credit of the Customer's account) s until such time that the executor or administrator could produce to us a valid and binding Court Order to sanction the executor or administrator in dealing with the Customers' property. Should there be any ambiguity in





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relation to the rights or instruction by executor and administration, ACE is entitled to withhold any gold or sum standing to the credit of the Customer's Account(s) until such ambiguity is resolved;

- c. notwithstanding of the above, upon ACE being aware of the Customer's demise, ACE shall be entitled to sell-off any outstanding gold purchases (which have not been paid for) at the prevailing market price and utilize any sum standing credit to set off against losses, if any, arising from such said sell-off; and
- d. any payment and transfer of gold (after deducting all applicable fees and charges) made by ACE to the executor(s) or administrator(s) of the deceased Customer shall constitute the complete discharge of Ace Capital Growth Sdn Bhd liability under the Customer's Account. In the event where a Customer's estate has more than one executor or administrator, ACE shall be entitled to transfer any gold or any sum standing in the Account to any single executor or administrator unless ACE receives written instruction otherwise prior to the release of the gold of the sum.

15.4 In the event of Total Permanent Disability, the following clause shall apply:

- a) all instruction and other monetary instruments shall be honored by ACE until receives notice in writing concerning the circumstances of the Customer with documents from a certified medical practitioner to verify on the Total Permanent Disability;
- b) upon ACE received notification as detailed in (a) above, ACE shall be obligated to receive instruction from the personal representative appointed by the Customer to deal with the Account, provided that a Power of Attorney duly registered with the court has been furnished to ACE allow the personal representative to deal with the Account of the Customer;
- c) in the event the Customer is unable or incapable of executing a Power of Attorney (due to the Total Permanent Disability or any reason whatsoever) for the appointment of his personal representative, ACE shall entitled cease any dealing be made or retain any gold or any sum standing to the credit of the Customer's Account until such time that the personal representative could produce to a valid and binding Court Order to sanction said personal representative in dealing with the Customers' property. Should there be any ambiguity in relation to the rights or instruction made by the personal representative, ACE is entitled to withhold any gold or sum standing to the credit of the Customer's Account(s) until such ambiguity is resolved;
- d) notwithstanding of the above, upon ACE being aware of the Customer's situation, ACE-shall be entitled to sell-off any outstanding gold purchases (which have not been paid for) at the prevailing market price and utilize any sum standing credit to set off against losses, if any, arising from such said sell-off;



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- e) ACE shall not be responsible for any loss made to the Customer's Account as a result of any dealing or instruction made by the personal representative to the Customer's Account; and
- f) the right assigned by the Customer to the personal representative shall ceased upon the demise of the Customer.

**WARNING: The returns on EasiGold Account are subject to the gold price fluctuations. Customers are advised to read and understand the product disclosure sheet and terms and conditions before making any payment.**