

Announcement: Updates on Terms & Conditions for RHB Prepaid Card & RHB Commercial Card/-i

Dear Valued Customers,

Please be informed that the Terms and Conditions for RHB Prepaid Card & RHB Commercial Card/-i will be revised effective 6<sup>th</sup> July 2022 onwards.

Please visit the following links 6<sup>th</sup> July 2022 onwards:-

- [LINK-CC](#) (RHB Commercial Card)
- [LINK CCI](#) (RHB Commercial Card-i)
- [LINK PC](#) (RHB Prepaid Card)

The summary of the changes are as follows:-

#### A. RHB Commercial Card Terms and Conditions

Terms & Conditions	Revised Clause	Revised Item
RHB Commercial Card	<u>Inclusion of additional clause under item 10.8</u>	<p>The Cardmember/Company hereby:-</p> <p>(a) represents and warrants to, and undertakes with, RHB Bank that:-</p> <ol style="list-style-type: none"> <li>i. it has not engaged, and will not at any time engage, directly or indirectly, in a transaction that involves proceeds of an unlawful activity or instrumentalities of an offence;</li> <li>ii. it has not acquired, received, possessed, disguised, transferred, converted, exchanged, carried, disposed of or used, and will not at any time acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose of or use, proceeds of an unlawful activity or instrumentalities of an offence;</li> <li>iii. it has not removed from or brought into Malaysia, and will not at any time remove from or bring into Malaysia, proceeds of an unlawful activity or instrumentalities of an offence; and</li> <li>iv. it has not concealed, disguised or impeded, and will not at any time conceal, disguise or impede, the establishment of the true nature, origin, location, movement, disposition, title of, rights with respect to, or ownership of, proceeds of an unlawful activity or instrumentalities of an offence;</li> </ol> <p>(b) acknowledges and agrees with RHB Bank that:-</p> <ol style="list-style-type: none"> <li>i. RHB Bank is obliged to comply with all applicable laws, regulations, directives, policy documents, guidelines, practice directions, sanctions, industry standards and practices and other requirements, including without limitation the AMLATFPUA, the Strategic Trade Act 2010 and the Financial Services Act 2013, to which RHB Bank as a licensed financial institution may from time to time be subject to (collectively, “<b>Regulatory Requirements</b>”);</li> <li>ii. RHB Bank will be entitled to do or refrain from doing any act or thing, for compliance with the Regulatory Requirements;</li> <li>iii. if RHB Bank is of the opinion that any event or circumstance (whether related or not), which would make it unlawful or illegal for RHB Bank to approve the application for the Card or to allow the use of the Card, has occurred or arisen, or the approval of the application for the Card or allowing the use of the Card, would contravene any of the Regulatory Requirements (in whole or in part), including without limitation RHB Bank’s receipt of any alert or positive name match from the relevant checks conducted on the Cardmember/Company and any related third party involved in the underlying transaction(s) (including without limitation the vendors, merchants and/or third party service providers to whom the Card is to be credited) by RHB Bank pursuant to the</li> </ol>

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		<p>Regulatory Requirements, then, notwithstanding anything to contrary contained in this Agreement, RHB Bank will, at any time without notice, be entitled to:-</p> <ul style="list-style-type: none"> <li>(aa) reject the Cardmember/Company's application and do all such acts and things as may be necessary to comply with the Regulatory Requirements;</li> <li>(bb) suspend the Card, and do all such acts and things as may be necessary to comply with the Regulatory Requirements; and/ or</li> <li>(cc) cancel the Card and terminate its relationship with the Cardmember/Company, and do all such acts and things as may be necessary to comply with the Regulatory Requirements.</li> </ul> <p>If the Card is cancelled / terminated by RHB Bank pursuant to their compliance to Regulatory Requirements: -</p> <ul style="list-style-type: none"> <li>(aa) the debts will immediately become due and payable;</li> <li>(bb) no utilisation of the Card will be allowed; and</li> <li>(cc) RHB Bank will be entitled to exercise all or any of its rights and remedies available to it under this Agreement and the applicable laws or otherwise;</li> </ul> <ul style="list-style-type: none"> <li>iv. it will provide all such documents and information as RHB Bank may require (at all times during the term of the business relationship) for the purposes of complying with the Regulatory Requirements;</li> <li>v. RHB Bank will be entitled to freeze / seize the Card under its control or due from any source to it, pursuant to order(s) from enforcement agency(ies) until such further notice (revocation order) is received from the said enforcement agency or the cease of the order (whichever the first); or unless there is a variation order.</li> </ul> <p>(c) undertakes and agrees with RHB Bank that:-</p> <ul style="list-style-type: none"> <li>i. it will at all times observe with RHB Bank's steps in undertaking their obligations towards complying with the Regulatory Requirements;</li> <li>ii. it will be fully liable if found to have contravened the Regulatory Requirements causing legal repercussion to RHB Bank due to its actions; and</li> <li>iii. it understands that any breach(es) due to AMLATFPUA and sanction requirements are non-negotiable.</li> </ul> <p>For the purpose of this Clause 10.8: -</p> <p><b>"instrumentalities of an offence"</b> means: -</p> <ul style="list-style-type: none"> <li>(a) anything which is used in, or in connection with, the commission of any unlawful activity; or</li> <li>(b) any property which is wholly or partly used in, or in connection with, the commission of any unlawful activity,</li> </ul> <p>whether the thing or property is situated within or outside Malaysia.</p> <p><b>"proceeds of an unlawful activity"</b> means any property, or any economic advantage or economic gain from such property, within or outside Malaysia:</p> <p>-</p>

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		<p>(a) which is wholly or partly: -</p> <ul style="list-style-type: none"> <li>i. derived or obtained, directly or indirectly, by any person from any unlawful activity;</li> <li>ii. derived or obtained from a disposal or other dealings with the property referred to in sub-clause (i); or</li> <li>iii. acquired using the property derived or obtained by any person through any disposal or other dealings referred to in sub-clause (i) or (ii); or</li> </ul> <p>(b) which, wholly or partly, due to any circumstances such as its nature, value, location or place of discovery, or to the time, manner or place of its acquisition, or the person from whom it was acquired, or its proximity to other property referred to in sub-clause (a)(i), (ii) or (iii), can be reasonably believed to be property falling within the scope of sub-clause (a) (i), (ii) or (iii);</p> <p><b>“property”</b> means: -</p> <ul style="list-style-type: none"> <li>(a) assets of every kind, whether corporeal or incorporeal, moveable or immovable, tangible or intangible, however acquired; or</li> <li>(b) legal documents or instruments in any form, including electronic or digital, evidencing title to, or interest in, such assets, including currency, bank credits, deposits and other financial resources, traveller’s cheques, bank cheques, money orders, capital market products, drafts and letters of credit,</li> </ul> <p>whether situated within or outside Malaysia, and includes a legal or equitable interest, whether full or partial, in any such property;</p> <p><b>“unlawful activity”</b> means: -</p> <ul style="list-style-type: none"> <li>(a) any activity which constitutes any serious offence or any foreign serious offence; or</li> <li>(b) any activity which is of such a nature, or occurs in such circumstances, that it results in or leads to the commission of any serious offence or any foreign serious offence,</li> </ul> <p>regardless whether such activity, wholly or partly, takes place within or outside Malaysia;</p> <p><b>“serious offence”</b> means: -</p> <ul style="list-style-type: none"> <li>(a) any of the offences specified in the Second Schedule of AMLATFPUA;</li> <li>(b) an attempt to commit any of those offences; or</li> <li>(c) the abetment of any of those offences;</li> </ul> <p><b>“transaction”</b> includes an arrangement to open an account involving two or more persons and any related transaction between any of the persons concerned and another.</p>

**B. RHB Prepaid Card**

Terms & Conditions	Revised Clause	Revised Item
RHB Prepaid	<u>Removal of the BNM</u>	
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## C. RHB Credit &amp; Charge Card-i Services Visa Cardholder Agreement

Terms & Conditions	Revised Clause	Revised Item
RHB Credit & Charge Card-i Services Visa Cardholder Agreement	<u>Inclusion of additional clause under item 11.8</u>	<p>11.8 The Cardholder hereby:-</p> <p>(a) represents and warrants to, and undertakes with, the Bank that:-</p> <ol style="list-style-type: none"> <li>i. it has not engaged, and will not at any time engage, directly or indirectly, in a transaction that involves proceeds of an unlawful activity or instrumentalities of an offence;</li> <li>ii. it has not acquired, received, possessed, disguised, transferred, converted, exchanged, carried, disposed of or used, and will not at any time acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose of or use, proceeds of an unlawful activity or instrumentalities of an offence;</li> <li>iii. it has not removed from or brought into Malaysia, and will not at any time remove from or bring into Malaysia, proceeds of an unlawful activity or instrumentalities of an offence; and</li> <li>iv. it has not concealed, disguised or impeded, and will not at any time conceal, disguise or impede, the establishment of the true nature, origin, location, movement, disposition, title of, rights with respect to, or ownership of, proceeds of an unlawful activity or instrumentalities of an offence;</li> </ol> <p>(b) acknowledges and agrees with the Bank that:-</p> <ol style="list-style-type: none"> <li>i. The Bank is obliged to comply with all applicable laws, regulations, directives, policy documents, guidelines, practice directions, sanctions, industry standards and practices and other requirements, including without limitation the AMLATFPUA, the Strategic Trade Act 2010 and the Islamic Financial Services Act 2013, to which the Bank as a licensed financial institution may from time to time be subject to (collectively, “<b>Regulatory Requirements</b>”);</li> <li>ii. The Bank will be entitled to do or refrain from doing any act or thing, for compliance with the Regulatory Requirements;</li> <li>iii. if the Bank is of the opinion that any event or circumstance (whether related or not), which would make it unlawful or illegal for the Bank to approve the application for the Card or to allow the use of the Card, has occurred or arisen, or the approval of the application for the Card or allowing the use of the Card, would contravene any of the Regulatory Requirements (in whole or in part), including without limitation the Bank’s receipt of any alert or positive name match from the relevant checks conducted on the Cardholder and any related third party involved in the underlying transaction(s) (including without limitation the vendors, merchants and/or third party service providers to whom the Card is to be credited) by the Bank pursuant to the Regulatory Requirements, then, notwithstanding anything to contrary contained in this Agreement, the Bank will, at any time without notice, be entitled to:-</li> </ol>

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		<p>(aa) reject the Cardholder’s application and do all such acts and things as may be necessary to comply with the Regulatory Requirements;</p> <p>(bb) suspend the Card, and do all such acts and things as may be necessary to comply with the Regulatory Requirements; and/ or</p> <p>(cc) cancel the Card and terminate its relationship with the Cardholder, and do all such acts and things as may be necessary to comply with the Regulatory Requirements.</p> <p>If the Card is cancelled / terminated by the Bank pursuant to their compliance to Regulatory Requirements: -</p> <p>(aa) the debts will immediately become due and payable;</p> <p>(bb) no utilisation of the Card will be allowed; and</p> <p>(cc) The Bank will be entitled to exercise all or any of its rights and remedies available to it under this Agreement and the applicable laws or otherwise;</p> <p>iv. it will provide all such documents and information as the Bank may require (at all times during the term of the business relationship) for the purposes of complying with the Regulatory Requirements;</p> <p>v. The Bank will be entitled to freeze / seize the Card under its control or due from any source to it, pursuant to order(s) from enforcement agency(ies) until such further notice (revocation order) is received from the said enforcement agency or the cease of the order (whichever the first); or unless there is a variation order.</p> <p>(c) undertakes and agrees with the Bank that:-</p> <p>i. it will at all times observe with the Bank’s steps in undertaking their obligations towards complying with the Regulatory Requirements;</p> <p>ii. it will be fully liable if found to have contravened the Regulatory Requirements causing legal repercussion to The Bank due to its actions; and</p> <p>iii. it understands that any breach(es) due to AMLATFPUA and sanction requirements are non-negotiable.</p> <p>For the purpose of this Clause 11.8: -</p> <p><b>“instrumentalities of an offence”</b> means: -</p> <p>(a) any thing which is used in, or in connection with, the commission of any unlawful activity; or</p> <p>(b) any property which is wholly or partly used in, or in connection with, the commission of any unlawful activity,</p> <p>whether the thing or property is situated within or outside Malaysia.</p> <p><b>“proceeds of an unlawful activity”</b> means any property, or any economic advantage or economic gain from such property, within or outside Malaysia: -</p> <p>(a) which is wholly or partly: -</p> <p>i. derived or obtained, directly or indirectly, by any person</p>

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		<p>from any unlawful activity;</p> <p>ii. derived or obtained from a disposal or other dealings with the property referred to in sub-clause (i); or</p> <p>iii. (iii) acquired using the property derived or obtained by any person through any disposal or other dealings referred to in sub-clause (i) or (ii); or</p> <p>(b) which, wholly or partly, due to any circumstances such as its nature, value, location or place of discovery, or to the time, manner or place of its acquisition, or the person from whom it was acquired, or its proximity to other property referred to in sub-clause (a)(i), (ii) or (iii), can be reasonably believed to be property falling within the scope of sub-clause (a) (i), (ii) or (iii);</p> <p><b>“property”</b> means: -</p> <p>(a) assets of every kind, whether corporeal or incorporeal, moveable or immovable, tangible or intangible, however acquired; or</p> <p>(b) legal documents or instruments in any form, including electronic or digital, evidencing title to, or interest in, such assets, including currency, bank credits, deposits and other financial resources, traveller’s cheques, bank cheques, money orders, capital market products, drafts and letters of credit,</p> <p>whether situated within or outside Malaysia, and includes a legal or equitable interest, whether full or partial, in any such property;</p> <p><b>“unlawful activity”</b> means: -</p> <p>(a) any activity which constitutes any serious offence or any foreign serious offence; or</p> <p>(b) any activity which is of such a nature, or occurs in such circumstances, that it results in or leads to the commission of any serious offence or any foreign serious offence,</p> <p>regardless whether such activity, wholly or partly, takes place within or outside Malaysia;</p> <p><b>“serious offence”</b> means: -</p> <p>(a) any of the offences specified in the Second Schedule of AMLATFPUA;</p> <p>(b) an attempt to commit any of those offences; or</p> <p>(c) the abetment of any of those offences;</p> <p><b>“transaction”</b> includes an arrangement to open an account involving two or more persons and any related transaction between any of the persons concerned and another.</p>
	<p><u>Inclusion of additional clause under item 17</u></p>	<p><b>17 MACCA</b></p> <p>17.1</p> <p>a) The Cardholder has been advised to read and understand and has read and understood the anti-corruption and anti-bribery policies and procedures of the Bank that are available on RHB website at <a href="http://www.rhbgroup.com">www.rhbgroup.com</a>. The Cardholder will be notified by the Bank of any amendments or revisions to the anti-corruption and anti-bribery policies and procedures of the Bank, and the Cardholder will also to read and understand such amendments or revision, which will be made available on RHB’s website at <a href="http://www.rhbgroup.com">www.rhbgroup.com</a>. The Cardholder further understands that the Cardholder may</p>

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		<p>contact RHB Bank's Group Integrity &amp; Governance Division at <a href="mailto:integrity.governance@rhbgroup.com">integrity.governance@rhbgroup.com</a> if the Cardholder do not understand the policies, procedures or any related updates.</p> <p>b) The Cardholder agrees that the breach by the Cardholder of any of the section under this Clause 17.1(a) amounts to a material breach of the terms or conditions of this Agreement and Clause 12 will apply.</p>