



## Electronic Statement User Agreement – Terms & Conditions

(Push &amp; Pull)

### 1.0 GENERAL

- 1.1 The Terms and Conditions herein and all supplements, amendments and variations thereto shall collectively constitute the acceptance and agreement between you and RHB Bank/RHB Islamic Bank (“RHB”) (“the Agreement”), for the enrolment and the viewing of your e-Statement (“e-Statement Service”).
- 1.2 These Terms and Conditions governing the e-Statement Service include those rules, regulations, Terms and Conditions regulating the credit card and/or other banking accounts (“Account”). In the event of any inconsistency between such Terms and Conditions herein, these Terms and Conditions shall prevail in relation to the Service only.
- 1.3 Usage of this e-Statement Service is subject to all applicable laws and regulations. These Terms and Conditions are to be read together with the Terms and Conditions at [www.rhbgroup.com](http://www.rhbgroup.com) Internet Banking Services and its Terms and Conditions of Access. Unauthorized access and use of the service is strictly forbidden.
- 1.4 In the event of any conflict between the English and Bahasa Malaysia language of these Terms and Conditions, the English language version shall prevail.
- 3.2 RHB reserves the right to vary any part or all of the Terms and Conditions including the scope of e-Statement Service at any time at its discretion by providing the account holders twenty one (21) days prior notice. Your continued enrolment for the e-Statement Service following notification of such variation will constitute your acceptance of the same.
- 3.3 You shall provide your latest personal e-mail address upon enrolment for e-Statement Service. You shall also notify RHB of any change in your e-mail address by updating your latest e-mail address at Internet Banking or by calling our Customer Care / Call Centre at 1300 888 742 or by visiting any of our RHB branches to update the change to your e-mail address and/or in any other manner prescribed by RHB at its discretion. The Bank acknowledges that your e-mail address that you provide is proprietary and belongs to you.
- 3.4 Upon successful enrolment for the e-Statement Service (Sent to e-mail) you shall receive an e-mail or short message to your mobile phone (SMS) on monthly or on periodical basis as the case may be, commencing from the next statement date for the accounts (unless the e-Statement Service is terminated and/or cancelled accordingly) informing you that the e-Statement is available for viewing and printing.

### 2.0 DEFINITION

In these Terms and Conditions, unless the context hereunder requires otherwise, the following words and expressions shall have the following meaning:

- a. The words “we”, “us”, “our”, “Bank” and “RHB” mean RHB Bank and/or RHB Islamic Bank Berhad. The words “you” and “your” mean the owner and / or joint owner(s) of the account who is / are registered for the Service either viewing the e-Statement via RHB Internet Banking or sending it electronically to your internet e-mail address.
- b. “Account” means your current, savings, credit card, multi-currency, term deposit and loan/financing or any other accounts which you may have with the Bank and which may be accessed via [www.rhbgroup.com](http://www.rhbgroup.com).
- c. “e-Statement” means your conventional banking Statement of Account and/or Islamic banking Statement of Account in an electronic form where you can view it on-line via RHB Internet Banking or sent to your personal e-mail inbox where you can view and print from your computer terminal.
- d. “e-Statement Service” means the service provided by the Bank to you wherein upon your successful registration, you will be able to access on-line via RHB Internet Banking to view your e-Statement or retrieve from your e-mail in-box according to the option you had made to view and print the same.
- e. “Statement Date” means the date stated on your e-Statement.
- f. Words importing the singular shall include the plural and vice versa.
- g. Words importing the masculine gender shall include the feminine and neuter gender and vice versa.
- h. Any banking terms not specifically defined or described herein shall be construed in line with the general practice of banks and financial institutions in Malaysia.
- i. Any terms relating to computer technology not specified defined or described herein shall be construed in accordance with the general practice and the trade of computer companies and the information technology industry in Malaysia.
- j. Where there are 2 or more persons or parties comprised in the expression “you”, the agreements, covenants, stipulations, undertakings, Terms and Conditions expressed to be made by and on your part herein shall be deemed to be made by or binding upon such persons or parties jointly and severally.
- 3.5 Upon successful registration for e-Statement at RHB Internet Banking, your e-Statement will be activated immediately except for Fixed Deposit Account which will be activated on the next day after the registration. The e-Statement will be available for viewing based on accounts/ cards statement date and cycle after the date of registration.
- 3.6 You are solely responsible:
  - a. For installing the appropriate computer software such as Acrobat Reader and/or any other computer software required to view and print the e-Statement, as advised by RHB;
  - b. For setting up, maintaining and regularly reviewing the arrangements, parameters or configuration relating to the access to your PC, e-mail in-box and Internet Banking Services;
  - c. For viewing and examining the e-Statement in a prompt and timely manner. In any event, the entries and balances shown in the e-Statement will be considered correct unless you notify the Bank of any discrepancies within 14 days from the date in the e-Statement, regardless when you open the e-Statement;
  - d. Notifying the Bank immediately by sending an e-mail to [centre.custcare@rhbgroup.com](mailto:centre.custcare@rhbgroup.com) or calling Customer Care/Call Centre at 1300 888 742 if there is delay or error/failure in the delivery of the e-Statement or if there is any irregularity/claims of any unauthorized debits appearing in the e-Statement, otherwise you shall be deemed to have received and accepted all the details.
  - e. In avoiding RHB e-Statement e-mail being automatically put into the junk mail, you are advised to add our e-mail address to your Address Book and/or the ‘Approved Sender’ list upon enrolment of e-Statement Service.
- 3.7 The e-Statement shall be made available for viewing and printing in our Internet Banking for a period of 6 (six) months only from the date of the respective e-Statement or for such period as decided by the Bank at its discretion by giving reasonable prior notice by you. (applicable for those customers who enrolled for viewing the e-Statement via our Internet Banking only);
- 3.8 RHB would deem to have delivered and received by you the Statement of Account(s) when:
  - a. The e-Statement is available at our Internet Banking located at [www.rhbgroup.com](http://www.rhbgroup.com) on the relevant statement date which shall be deemed as the date of delivery of the e-Statement.
  - b. The e-Statement has been sent to your e-mail address on the relevant date you have opted to receive your e-Statement via e-mail.

### 3.0 ACCEPTANCE AGREEMENT

- 3.1 The e-Statement Service will be provided based on the option that you have selected upon the successful enrolment for the service. The options are:-
  - a. Viewing of the e-statement via RHB Internet Banking for which you have registered as a user; or
  - b. Sending the e-statement directly via e-mail to your personal e-mail address provided by you.

RHB has the discretion to reject your enrolment for the e-Statement Service.

However in some circumstances or upon the occurrence of certain events as determined by RHB, RHB may send paper based Statement of Account to your last known or recorded mailing address.

- 3.9 By using the e-Statement Service and / or e-mail as a means of transmission, you hereby agree to absolve RHB from any / all responsibility and liability arising from such misuse and further agree to hold the Bank free and harmless from all losses, costs, damages that may be suffered by you and/or attributable to you due to any errors, delays or problems in the transmission or unauthorized or illegal interception, alteration, manipulation of electronic data or otherwise.
- 3.10 Only upon your successful enrolment for e-Statement Service, the paper based account statement for the accounts will cease to be generated and sent to your last known address. The Bank will generate the e-Statement according to the Statement Date and you agree to accept and view the e-Statement in a timely manner.
- 3.11 The availability of the e-Statement Service shall be at the sole and absolute discretion of the Bank. The Bank shall have the discretion to modify, restrict, withdraw, cancel, suspend or discontinue the e-Statement Service after prior notice given to you and by using the e-Statement Service after any modification or change has been effected, you would have been deemed to have agreed to such modification or change.
- 3.12 Neither the Bank nor any third parties represent or warrant that you will have continuous and/or uninterrupted access to our Internet Banking and/or RHB system and/or e-Statement Service and/or any part(s) thereof and/or that any functions of the same will be error-free. The e-Statement Service is provided to you on an "as is" and "as available" basis and RHB and its service providers make no representation or warranty relating to the e-Statement Service including without limitation on its performance, availability, content or functions.
- 3.13 Under no circumstances, unless due to gross negligent and willful default, shall RHB Bank or its directors, employees, agents or third party service providers be liable for any consequential, direct, indirect, incidental, special or punitive damages, losses, expenses and whatsoever that may result from the use or inability to use the e-Statement Service or delay in posting or non-posting of the e-Statement to the e-Statement Service even if RHB Bank has been advised of the possibility of such damages.
- 3.14 While we are committed to take reasonable care and use our best endeavours to ensure that information transmitted and received is secured, you accept the risks involved in using the e-Statement Service and that RHB cannot guarantee the security of the said information and that it may not be accessed by unauthorized third parties. You agree not to hold RHB responsible for any loss or damage suffered arising from the disclosures as specified herein.

#### 4.0 SECURITY

You agree to protect the confidentiality and security of your Accounts, Account Number, User ID and Password. You understand that your User ID and Password by itself or together with information related to your Accounts may be susceptible to unauthorized access to your Accounts, your e-Statements or any other information therein relating to your Account.

#### 5.0 BANK CHARGES

RHB reserves the right to impose a fee/charge on you for the e-Statement Service upon giving you twenty-one (21) days prior notice and you shall be bound immediately upon expiry of such notice to make such payment for the next e-Statement. The amount of the fee/charge shall be determined by the Bank at its discretion. You hereby agree to authorize RHB to debit the fee/charge to any of your account(s) (whether deposit, current and/or otherwise) with RHB at anytime in such manner and such intervals as the Bank may specify.

In the event that you require a hardcopy of your account statement, kindly visit any nearest RHB branch, for which a fee will be imposed.

#### 6.0 TERMINATION

Cancellation of the e-Statement Service may be effected by either party hereto by giving prior notice. Upon cancellation, the Bank shall on the next relevant statement date generate and send the paper based statement to your last known or recorded mailing address or in such manner as the Bank may deem appropriate. Notwithstanding such termination, you shall continue to be bound by the Terms and Conditions to the extent that they relate to any of your obligations or liabilities which remain to be performed or discharged..

#### 7.0 SEVERABILITY

In the event that any part of these Terms & Conditions are found to be unenforceable, such portion shall be excluded from these Terms & Conditions, and such portion shall not affect the enforceability, legality and lawfulness of these Terms & Conditions in any way and the remaining terms shall be separately enforced to the maximum extent permissible so as to effect the intent inherent in these Terms & Conditions.

#### 8.0 WAIVER

If RHB Bank fails to or neglects to enforce any of the Terms & Conditions or otherwise in relation to the e-Statement Service for whatever reason, RHB Bank shall neither be construed as having waived its rights to any preceding, continuing or subsequent breach of the same or any other provisions stated in these Terms & Conditions.