

# Personal Banking

## *Standard Terms & Conditions*

*Effective date: 26 Nov 2019*





# Contents

## PART A. STANDARD TERMS AND CONDITIONS

### A. ACCOUNTS

- ◆ Account Opening
- ◆ Online Account Opening
- ◆ Joint Accounts
- ◆ External Accounts
- ◆ Partnership Accounts
- ◆ Limited Liability Partnership Accounts
- ◆ Interest / Profit
- ◆ Deposits and Withdrawals
- ◆ Payments and Transfer of Funds
- ◆ Account Statements
- ◆ Conduct and Closure of Accounts

### B. CARDS

- ◆ Use of Automated Teller Machine (ATM) Card
- ◆ Use of Debit Card

### C. SERVICES

- ◆ Phone Banking Services
  - Phone Banking Login ID, PIN and other Security Features
  - Your responsibilities for Security
  - Instructions
  - Phone Banking Statements
  - Account Inquiries and Rate Inquiries
- ◆ Internet and Mobile Banking Services
  - Application to Access Internet Banking and/or Mobile Banking
  - List of Electronic Services
  - PIN and Other Security Features
  - Responsibilities for Security
  - Operating Times
  - Instructions
  - Rights of and Liabilities to Third Parties
  - Equipment and Software
  - Restrictions on Use of Internet/Mobile Banking
  - Ownership of Intellectual Property Rights
  - Liability and Indemnity
  - Suspension or Termination of Service
  - Electronic Statements
  - Security
  - Evidence
  - Lifestyle Privileges
  - RHB Pay Anyone
  - Siri Voice Command feature

### C. SERVICES (continued)

- ◆ Cheque Deposit Machines or Deposit Boxes
- ◆ Transfers and Remittances
  - IBGs, FTTs and Remittances
  - Western Union Money Transfer Service

### D. GENERAL

- ◆ Fees, Charges and Taxes
- ◆ Waiver
- ◆ Representations and Warranties
- ◆ Indemnity, Limitation of Liability and Force Majeure
- ◆ General Notices
- ◆ Instruction and Notices on Accounts
- ◆ Electronic Notifications and Alerts
- ◆ Right to Decline Transaction
- ◆ Anti-money laundering and counter terrorism financing

### E. INFORMATION, CONSENT AND PRIVACY NOTICE

- ◆ Information
- ◆ Confirmation, Authorization And Declaration
- ◆ Privacy Notice
- ◆ Customer Due Diligence
- ◆ Amendments to Terms and Conditions
- ◆ Governing Law/ Regulatory Bodies
- ◆ Severability
- ◆ Successors Bound

### F. ENQUIRIES

### G. DEFINITIONS



# Contents

## PART B. SPECIFIC TERMS AND CONDITIONS

### A. ACCOUNTS

- ◆ Current Account
  - Cheques and Cheque Books
  - Overdrawing
  - Bad cheques
  - Account statements
  - MaxCash account
  - RHB Smart Account
- ◆ Savings Account
  - Passbook
  - Saving Account statements
  - Junior Savings Account
  - RHB Future Saver account
- ◆ Fixed Deposit
  - Placement of deposit
  - Interest
  - Premature Withdrawal of Fixed Deposit
  - Partial Withdrawal of Fixed Deposit
  - Senior Fixed Deposit and Fixed Deposit PAYS
- ◆ Multi Currency Account
  - General
  - MCA Gold & Silver Investment

### B. WEALTH MANAGEMENT

- ◆ Investment Services
  - Information on Investment and requests
  - Holding of Investments
  - Redemption of Investments
  - Sale or Transfer of Investments
  - Switching of Investments
  - Income from Investments
  - Transactions and Transaction Records
  - Authority and Instructions
  - Fees, Charges and Expenses
  - Indemnity
  - Termination
  - Non-Exclusivity
  - Representatives and Warranties
- ◆ Structured Investment
  - Availability of Structured Products Investments
  - Agreement to invest in Structured Products Investments
  - Interest on Structured Products Investments
  - Confirmation
  - Maturity
  - Early Redemption or Termination
  - Payment

### B. WEALTH MANAGEMENT (continued)

- ◆ Structured Investment (continued)
  - Repayment
  - Conflict of Interest
  - Foreign Currency
  - Joint Accounts
  - Partnership Accounts
  - Company Accounts
  - Powers of the Bank
  - Representation, Warranties and Undertakings
  - Indemnity
  - Other Terms

### C. SAFE DEPOSIT BOX

### D. ISLAMIC

- ◆ Current Account
  - Cheques and Cheque Books
  - Bad cheques
  - Account statements
  - RHB Smart-i Account
- ◆ Qard Multi Currency Current Account-i (QMCCA-i)
- ◆ Savings Account
  - Passbook
  - Saving Account statements
- ◆ Commodity Murabahah Current And Savings Account (CM CASA)
  - Appointment As Agent
  - Trade Transactions
- ◆ Commodity Murabahah Deposit-i
  - Appointment As Agent
  - Trade Transactions
  - Premature Withdrawal & Partial Withdrawal
  - Renewal Instruction
- ◆ Miscellaneous



Thank you for choosing us as your trusted partner. We offer a wide range of Services tailored to suit your banking needs. They are available across our branches within Malaysia and through our electronic banking system. These Services are governed by the Terms and Conditions set forth in the document below. Do take the time to read them as they are binding to you.

THIS DOCUMENT is divided into 2 sections. The first section, "Part A. Standard Terms and Conditions", sets out the general terms and conditions of our personal and electronic banking relationship with you. The second section, "Part B. Specific Terms and Conditions", contains the terms and conditions that apply to each product or service that you have purchased or registered for. These Terms and Conditions apply together with other product application documents that you have read, understood and agreed to such as the product disclosure sheet.

Please note that if you are not a resident of Malaysia, additional terms and conditions may apply as notified by us at any time.

You agree to observe and be bound by these terms and conditions. Any additions and/or amendments and/or variations may be made by us from time to time in the manner prescribed in Clause 22 and 31 below.

## PART A. STANDARD TERMS AND CONDITIONS

### A. ACCOUNTS

#### 1. Account Opening

- 1.1 You may open an Account subject to the relevant requirements and procedures (including age, minimum deposit, references, information and supporting documents acceptable to us) and to the terms and conditions specified in the relevant application form and part B Specific Terms and Conditions.
- 1.2 We may accept or reject your application and the continuance of the Account is entirely at our discretion.
- 1.3 You will be provided with ATM Card/Debit Card upon opening of the Account and shall be governed by Part B below and other terms and conditions imposed by us with regards to ATM Card/Debit Card.

#### 2. Online Account Opening

- 2.1 This Service is offered to the customer who wishes to apply for online account opening via RHB Now.
- 2.2 The online account opening is a secured website that is made available to you via RHB Now and RHB Corporate Website.
- 2.3 The online account opening service is usually be made available in our Website from 7am-11pm, seven (7) days a week unless specified otherwise in these Terms and Conditions or in our Website.
- 2.4 The online account opening service can be accessed via RHB Now and may not be available at certain times due to the routine maintenance requirements, malfunctions or system failure, excess demands on the system and/or circumstances which is beyond our control.
- 2.5 By providing your details for the online account opening, you consent to and authorise us to conduct a search on you, (if applicable), for the purpose of the online account opening and all search fees shall be borne by you.
- 2.6 If you performed online account opening without logging on into RHB Now, you are required to activate your account within 30 calendar days from the date of account opening by performing Identification ("ID") authentication at the branch to enjoy usage of the account. Failure to activate your account will result in closure of the account and you will not be able to perform any banking transactions using it.
- 2.7 Your online account will be automatically closed by the system on the 30th end of day if you do not fulfil the following:-
  - i. Perform the ID authentication and activate your account within 30 calendar days from the date of the account opening; or
  - ii. Provide any additional supporting document/s required by us as per online account opening for the purpose of verifying your ID; or
  - iii. Provide accurate information; or
  - iv. Fulfil any additional requirement by us as per online account opening.
- 2.8 The process for ID authentication will require you to provide a valid document of which we will use for verification process. If the information that you have provided during the application are different from the information in the valid ID document, then your account will not be activated and will be automatically closed by the system. The account will also not be activated if verification by the Malaysian Government Multipurpose Card (GMPC) / MyKad on you was faulty and/or failed.
- 2.9 We may request from you to provide any additional supporting document(s) to verify your ID and/or any information provided by you during the application and you are required to provide the requested document(s) within 30 calendar days prior to the activation of the account, failing which, your account will be automatically closed by the system. Further, we will not provide any exceptions or extension for the 30 calendar days.
- 2.10 If you have successfully logged on into RHB Now, you may apply the online account opening and if your online application has met the requirements, your account will be activated immediately and you may perform any online transaction via RHB Now.
- 2.11 We reserve the right at our discretion to reject your online account opening application and/or close your account if you do not meet our requirement for the online account opening.



- 2.12 If you wish to perform any transaction over the counter at the branch and/or to request for a cheque book, you are required to walk in to the branch and to provide your signature for the purpose of operating this Account and requesting for a cheque.
- 2.13 Cheque book will only be issued upon your request and subject to our conditions on providing the cheque book to you. For non-resident customer, you are required to provide the name and contact details of your introducer who are the existing Current account holders with us and maintaining an active and satisfactory Current account with us for at least 6 months. We reserve the right at our discretion to decline your cheque book request if you do not fulfill our requirement for the application of cheque book.
- 2.14 Banking-at-Your-Door-Step Service for Online Account Opening:  
Eligibility
- This Banking-at-Your-Door-Step Service ("Service") is offered to the customers who have opened an online account via RHB Now and are required to activate the account at any branch. This Service offers the customer(s) an option to activate his online account via Banking-at-Your-Door-Step Service.
  - The Service will only be offered to Malaysian citizens who are 18 years and above holding a Malaysian Government Multipurpose Card (GMPC) / MyKad.
  - The GMPC / MyKad is required for ID verification purposes during the activation of the online account by the Bank representatives/staff.
  - To request for the service, the customer(s) has/have to provide their office or home address with a postcode within Selangor, Wilayah Persekutuan Kuala Lumpur or Wilayah Persekutuan Putrajaya only during the online account application. Please refer to Appendix 1 for more information on the postcode.

#### Appendix 1

Postcode	City	State	Postcode	City	State
40500	Shah Alam	Selangor	62519	Putrajaya	Putrajaya
40502	Shah Alam	Selangor	62520	Putrajaya	Putrajaya
40503	Shah Alam	Selangor	62522	Putrajaya	Putrajaya
40505	Shah Alam	Selangor	62524	Putrajaya	Putrajaya
40512	Shah Alam	Selangor	62526	Putrajaya	Putrajaya
40517	Shah Alam	Selangor	62527	Putrajaya	Putrajaya
40529	Shah Alam	Selangor	62530	Putrajaya	Putrajaya
40542	Shah Alam	Selangor	62532	Putrajaya	Putrajaya
40548	Shah Alam	Selangor	62536	Putrajaya	Putrajaya
40550	Shah Alam	Selangor	62540	Putrajaya	Putrajaya
40551	Shah Alam	Selangor	62542	Putrajaya	Putrajaya
40560	Shah Alam	Selangor	62546	Putrajaya	Putrajaya
40564	Shah Alam	Selangor	62550	Putrajaya	Putrajaya
40570	Shah Alam	Selangor	62551	Putrajaya	Putrajaya
40572	Shah Alam	Selangor	62570	Putrajaya	Putrajaya
40576	Shah Alam	Selangor	62574	Putrajaya	Putrajaya
40578	Shah Alam	Selangor	62576	Putrajaya	Putrajaya
40582	Shah Alam	Selangor	62582	Putrajaya	Putrajaya
40590	Shah Alam	Selangor	62584	Putrajaya	Putrajaya
40592	Shah Alam	Selangor	62590	Putrajaya	Putrajaya
40592	Shah Alam	Selangor	62592	Putrajaya	Putrajaya
40594	Shah Alam	Selangor	62596	Putrajaya	Putrajaya
40596	Shah Alam	Selangor	62602	Putrajaya	Putrajaya
40598	Shah Alam	Selangor	62604	Putrajaya	Putrajaya
40604	Shah Alam	Selangor	62605	Putrajaya	Putrajaya
40608	Shah Alam	Selangor	62606	Putrajaya	Putrajaya
40610	Shah Alam	Selangor	62616	Putrajaya	Putrajaya
40612	Shah Alam	Selangor	62618	Putrajaya	Putrajaya
Postcode	City	State	Postcode	City	State
40620	Shah Alam	Selangor	62620	Putrajaya	Putrajaya



40622	Shah Alam	Selangor
40626	Shah Alam	Selangor
40632	Shah Alam	Selangor
40646	Shah Alam	Selangor
40648	Shah Alam	Selangor
40660	Shah Alam	Selangor
40664	Shah Alam	Selangor
40670	Shah Alam	Selangor
40672	Shah Alam	Selangor
40673	Shah Alam	Selangor
40674	Shah Alam	Selangor
40675	Shah Alam	Selangor
40676	Shah Alam	Selangor
40680	Shah Alam	Selangor
40690	Shah Alam	Selangor
41506	Klang	Selangor
41560	Klang	Selangor
41586	Klang	Selangor
41672	Klang	Selangor
41700	Klang	Selangor
43558	Kajang	Selangor
46506	Petaling Jaya	Selangor
46547	Petaling Jaya	Selangor
46549	Petaling Jaya	Selangor
46551	Petaling Jaya	Selangor
46564	Petaling Jaya	Selangor
46582	Petaling Jaya	Selangor
46598	Petaling Jaya	Selangor
46662	Petaling Jaya	Selangor
46667	Petaling Jaya	Selangor
46668	Petaling Jaya	Selangor
46672	Petaling Jaya	Selangor
46675	Petaling Jaya	Selangor
46978	Petaling Jaya	Selangor
47308	Petaling Jaya	Selangor
40607	Shah Alam	Selangor
40520	Shah Alam	Selangor
47640	Subang	Selangor
62050	Putrajaya	Putrajaya
62100	Putrajaya	Putrajaya
62150	Putrajaya	Putrajaya
62200	Putrajaya	Putrajaya
62250	Putrajaya	Putrajaya
62300	Putrajaya	Putrajaya
62007	Putrajaya	Putrajaya
<b>Postcode</b>	<b>City</b>	<b>State</b>
62502	Putrajaya	Putrajaya
62504	Putrajaya	Putrajaya

50512	Kuala Lumpur	Kuala Lumpur
50623	Kuala Lumpur	Kuala Lumpur
50502	Kuala Lumpur	Kuala Lumpur
50504	Kuala Lumpur	Kuala Lumpur
50505	Kuala Lumpur	Kuala Lumpur
50507	Kuala Lumpur	Kuala Lumpur
50508	Kuala Lumpur	Kuala Lumpur
50514	Kuala Lumpur	Kuala Lumpur
50515	Kuala Lumpur	Kuala Lumpur
50519	Kuala Lumpur	Kuala Lumpur
50528	Kuala Lumpur	Kuala Lumpur
50529	Kuala Lumpur	Kuala Lumpur
50530	Kuala Lumpur	Kuala Lumpur
50532	Kuala Lumpur	Kuala Lumpur
50534	Kuala Lumpur	Kuala Lumpur
50536	Kuala Lumpur	Kuala Lumpur
50540	Kuala Lumpur	Kuala Lumpur
50544	Kuala Lumpur	Kuala Lumpur
50546	Kuala Lumpur	Kuala Lumpur
50548	Kuala Lumpur	Kuala Lumpur
50550	Kuala Lumpur	Kuala Lumpur
50551	Kuala Lumpur	Kuala Lumpur
50552	Kuala Lumpur	Kuala Lumpur
50554	Kuala Lumpur	Kuala Lumpur
50556	Kuala Lumpur	Kuala Lumpur
50560	Kuala Lumpur	Kuala Lumpur
50582	Kuala Lumpur	Kuala Lumpur
50586	Kuala Lumpur	Kuala Lumpur
50590	Kuala Lumpur	Kuala Lumpur
50592	Kuala Lumpur	Kuala Lumpur
50506	Kuala Lumpur	Kuala Lumpur
50594	Kuala Lumpur	Kuala Lumpur
50596	Kuala Lumpur	Kuala Lumpur
50598	Kuala Lumpur	Kuala Lumpur
50599	Kuala Lumpur	Kuala Lumpur
50600	Kuala Lumpur	Kuala Lumpur
50603	Kuala Lumpur	Kuala Lumpur
50604	Kuala Lumpur	Kuala Lumpur
50605	Kuala Lumpur	Kuala Lumpur
50608	Kuala Lumpur	Kuala Lumpur
50609	Kuala Lumpur	Kuala Lumpur
50634	Kuala Lumpur	Kuala Lumpur
50664	Kuala Lumpur	Kuala Lumpur
50666	Kuala Lumpur	Kuala Lumpur
50668	Kuala Lumpur	Kuala Lumpur
<b>Postcode</b>	<b>City</b>	<b>State</b>
50670	Kuala Lumpur	Kuala Lumpur
50672	Kuala Lumpur	Kuala Lumpur





62505	Putrajaya	Putrajaya
62506	Putrajaya	Putrajaya
62510	Putrajaya	Putrajaya
62512	Putrajaya	Putrajaya
62514	Putrajaya	Putrajaya
62516	Putrajaya	Putrajaya
62517	Putrajaya	Putrajaya
62518	Putrajaya	Putrajaya

50673	Kuala Lumpur	Kuala Lumpur
50676	Kuala Lumpur	Kuala Lumpur
50677	Kuala Lumpur	Kuala Lumpur
50678	Kuala Lumpur	Kuala Lumpur
50680	Kuala Lumpur	Kuala Lumpur
50682	Kuala Lumpur	Kuala Lumpur
50684	Kuala Lumpur	Kuala Lumpur
50694	Kuala Lumpur	Kuala Lumpur

- v. This Service will only be made available at the office or home address that the Customer(s) has/have provided to the Bank during the online account opening.

#### Charges

- vi. Any fees charged to the Customer(s) shall be in accordance with the Bank's Standard & Specific Terms & Conditions or the individual Product Disclosure Sheet.

#### Collection of Initial Deposit & Service Fee

- vii. The Bank representatives/staff are not allowed to collect cash or cheque from you for any initial deposit, service fee or for any other purpose.
- viii. The Customer(s) is required to perform Inter Bank (Interbank GIRO/Interbank Bank Fund Transfer/FPX) transfer, deposit money or cheque into the RHB Cash Deposit Machine or Cheque Deposit Machine.

#### Service Availability

- ix. The Service is available from Monday-Saturday at 9.00am-9.00pm excluding public holidays unless specified otherwise in these Terms and Conditions or in the Bank's website.
- x. If the Service is scheduled on a Saturday and or if the system is down, the online account will be activated on the next working day.
- xi. The Service may not be available on Sundays, Public Holidays or at certain times due to routine maintenance requirements, malfunction or system failure, excess demand on the system and/or any circumstances which is beyond the Bank's control.
- xii. You will be contacted on the next working day to schedule an appointment once you have sent the request for the Service.

#### Requirements for ID Authentication for Account Activation

- xiii. New To Bank Customer(s), Customer(s) without RHB Now access and Customer(s) with standalone credit card products with or without RHB Now access are aware and understand that his account will be inactive as the Customer(s) is / are not be able to perform any banking transaction via RHB Now unless the Customer(s) has/have activated his account at the branch or with the Service by performing the Identification ("ID") authentication within thirty (30) calendar days from the date of account opening.
- xiv. The Customer(s) online account will be automatically closed by the system on the 30th end of day if the Customer(s) do/does not fulfil the following:-
- Perform the ID authentication and activate his account within thirty (30) calendar days from the date of the account opening; or
  - Provide any additional supporting document(s) required by the Bank as per online account opening for the purpose of verifying your ID; or
  - Provide accurate information; or
  - Fulfil any additional requirement by the Bank as per online account opening.
- xv. The process for ID authentication to activate the Customer(s) account and RHB Now internet banking, issuance and PIN registration of Debit Card and registration of mobile number for RHB Now internet banking One Time Password (OTP) will require you to provide a valid Malaysian Government Multipurpose Card (GMPC) / MyKad which we will use for verification purposes.
- xvi. In the event there is any change to the Customer(s)'s personal information, the Customer(s) is required to update the information via RHB Now internet banking or at any of the Bank's branches.
- xvii. The online account will not be activated if the ID verification on the Customer(s)'s Malaysian Government Multipurpose Card (GMPC) / MyKad has failed and is not valid.
- xviii. The Bank may request from the Customer(s) additional supporting document(s) to verify the Customer(s)'s ID and/or any information provided by the Customer(s) during the online application and the Customer(s) is required to provide the requested document(s) within thirty (30) calendar days for account activation at any Bank's branch prior to the activation of the online account, failing which, the Customer(s)'s account will be automatically closed by the system. The Bank shall not allow any exception or extension in relation to the period of thirty (30) calendar days mentioned above.

#### Right to Decline



- xix. The Bank hereby reserves the right at its discretion to reject the Service request should the Customer(s) not meet the Bank's requirement for online account activation via the Service.

### 3. Joint Accounts

- 3.1 Where the Account is opened and maintained in joint or more names, the following shall apply:-
- i. The Accountholders are entitled to any deposit or credit balance in the Account depending on the conditions of operating the joint account (whether a savings, fixed deposit, current or other account).
  - ii. The liabilities and obligations of each Accountholder shall be joint and several and notice to one Accountholder shall be deemed as notice to all of them.
  - iii. Each of the joint Accountholders authorises us to collect and accept for the credit of the joint account any cheques payable to any one of the joint Accountholders personally or to two or more of them jointly, and agrees that we have no obligations to ensure the manner such funds credited are applied or withdrawn so long as such application or withdrawal is in accordance with the mandate given to us.
  - iv. In the event of death of any of the Accountholders(s), we have the discretion to operate the Account in the following manner:

The Account is jointly operated by the Accountholders	The Account is operated by either one of the joint Accountholders
If any one of the joint Accountholders dies, then the monies in the joint account shall be frozen until we receives a letter of administration or grant of probate or land office order or order from any of the relevant authorities (whichever is applicable) in respect of the deceased Accountholder prior to re-activation of the joint account.	If any one of the joint Accountholders dies, then the monies in the joint account shall be held by the surviving joint Accountholder(s) and payment by us in relation to the balance amount in the joint account to the surviving joint Accountholder(s) shall be a complete discharge by us.
If any one of the joint Accountholders dies, and the surviving joint Accountholder is a minor, then the monies in the account shall be frozen. We shall make the payment of monies in the joint account to the executor or administrator of the estate of the deceased Accountholder and the payment by us in relation to the balance amount in the joint account to the said executor or administrator shall be a complete discharge by us in respect of the joint account. We shall make payment of the monies in the joint account to the minor if he/she has attained the age of 18 and above, together with the presentation of the Death Certificate of the Accountholder/Trustee.	If any one of the joint Accountholders dies, and the surviving joint account holder is a minor, then the monies in the account shall be frozen. We shall make the payment of monies in the joint account to the executor or administrator of the estate of the deceased Accountholder and the payment by us in relation to the balance amount in the joint account to the said executor or administrator shall be a complete discharge by us in respect of the joint account. We shall make the payment of monies in the joint account to the minor if he/she has attained the age of 18 and above, together with the presentation of Death Certificate of the Accountholder/Trustee.
If all the joint Accountholders dies, then the monies in the account shall be frozen. We shall make the payment of monies in the joint account to the first executor or administrator of the estate of any of the deceased Accountholders and the payment by us in relation to the balance amount in the joint account to the said executor or administrator shall be a complete discharge by us in respect of the joint account.	If all the joint Accountholders dies, then the monies in the account shall be frozen. We shall make the payment of monies in the joint account to the first executor or administrator of the estate of any of the deceased Accountholders and the payment by us in relation to the balance amount in the joint account to the said executor or administrator shall be a complete discharge by us in respect of the joint account.

### 4. External Accounts

- 4.1 **External Accounts** refers to:
- i. Account in ringgit opened with any financial institutions in Malaysia:
    - a. by a non-resident
      - i. Individually
      - ii. Jointly with another non-resident
      - iii. Jointly with a resident **other than**
        - for a joint venture in Malaysia
        - a husband and wife
    - b. by a resident who operates the account in trust for or on behalf of a non-resident
- 4.2 Any payment, receipt or transfer into or from an external account are subject to the limit as follows
- i. Up to RM10,000 per cheque
  - ii. Up to RM10,000 per account per day through an automated teller machine; or
  - iii. Up to RM10,000 per account per day through any other electronic means, including internet banking, mobile banking, or any mobile payment
  - iv. Up to RM10,000 per account per day in cash deposit





- 4.3 No limit shall apply for any amount of cash withdrawal over-the-counter from an external account
- 4.4 However, the limitation above shall not apply to the exempted group as follows:
- i. A consulate, a high commission and an embassy
  - ii. An individual who participates in Malaysia My Second Home Programme (MM2H); or
  - iii. An individual who is working or studying in Malaysia including the individual's spouse, child or parent who is staying in Malaysia
- 4.5 The external account is subject to the rules imposed under the Financial Services Act 2013 (FSA 2013) and Islamic Financial Services Act 2013 (ISFA 2013) and the sources and uses of funds for an External Account are as per Notice 4 in Foreign Exchange Administration (FEA) Rules
- 5. Partnership Accounts**
- 5.1 The partners shall be bound jointly and severally by these terms and conditions and the partnership account including the liabilities and services.
- 5.2 The instructions and mandate given for operation of the partnership account shall remain in force until revoked in writing and substituted with new instructions in writing. In the event of death of any of the partners, we shall be entitled to freeze the operation of the said Account and decide on the next course of action at our discretion.
- 6. Limited Liability Partnership Account**
- 6.1 The partners shall be bound jointly and severally by these terms and conditions and the limited liability partnership account including the liabilities and services.
- 6.2 Notwithstanding any change in membership of the partnership by death, bankruptcy, retirement or otherwise, we shall have the right to continue with the operations of the Account and the mandate given shall remain in full force until revoked in writing and substituted with new instructions in writing. For avoidance of doubt, a "limited liability partnership" means a limited liability partnership registered under the Limited Liability Partnership Act 2012.
- 6.3 We shall be entitled to require that the existing account maintained under the private company or partnership to be closed and a new Account shall be opened for the limited liability partnership.
- 7. Interest / Profit**
- 7.1 Interest/Profit, if any, shall be paid by us at such frequency and at the rate determined by us.
- 7.2 Interest/Profit rates are subject to change from time to time at our discretion and the latest interest/profit rates can be viewed at [www.rhbgroup.com](http://www.rhbgroup.com)
- 7.3 We reserve the right to impose the requirement for interest/profit entitlement for CASA, such as the balance to be maintained in the Account that will be entitled to interest. We reserve the right to vary the requirement for interest entitlement by giving notice to you pursuant to Clause 29 below.
- 7.4 No interest shall be payable by us in respect of non-interest bearing Account. Further, we shall have the right to recall or request you to refund any interest/profit which has been accrued or credited in respect of the non-interest/profit bearing Account.
- 7.5 Interest/Profit on fixed deposit will end on the due date.
- 8. Deposits and Withdrawals**
- 8.1 Deposits and withdrawals must be made in accordance with our requirements on minimum deposits, withdrawals and minimum balances to be maintained in the Account.
- 8.2 When making deposits at our branches or through any of the cash and cheque deposit terminals, you are required to check the particulars of such transactions (if provided upon completion of such transaction), are correct before leaving our premises. Any discrepancy must be reported immediately to us, failing which no liability shall be held against us.
- 8.3 Acceptance of cheques and other monetary instruments for the credit of the Account shall be at our discretion.
- 8.4 All cheques and monetary instruments received for credit of the Account are subject to collection of the proceeds.
- 8.5 We reserve the right to reverse payment of any monies which are not intended for the Account or monies for cheques or monetary instruments which have been subsequently dishonoured.
- 8.6 You or your authorised representative may collect from us any cheques or monetary instruments which have been dishonoured or have it returned by post to your last known address registered with us at the your own risk and expense.
- 8.7 Deposits and withdrawals may be made at any of our branches. We may decline to accept any deposit or permit any withdrawals whenever there is a breakdown or failure in the online computer system affecting any of our branches whether such breakdown or failure is total or partial.
- 8.8 All inter branch cash withdrawals can only be made at our branches (unless specified otherwise) within Malaysia subject to our prescribed conditions (including withdrawal limits) and the production and/or the execution of such documents as we may deem necessary.
- 8.9 You shall ensure that there are sufficient and cleared funds in the Account to perform any transactions instructed by you unless you have made prior arrangements with us and which we have agreed to the same in writing.



## 9. Payments and Transfer of Funds

- 9.1 You must keep sufficient funds in the Account to enable us to complete any instructions to debit the Account and effect a transfer of funds.
- 9.2 We shall not be liable for any delayed or failed funds transfer. It is recommended that you allow a reasonable period of time for us to effect the bill payments/funds transfers and/or notify you of any problem or restriction in effecting the same. We will only be liable for fund transfer if we have confirmed in writing to you that it has been effected.
- 9.3 We shall be at liberty on your behalf to use of any independent third parties in any issuance of demand drafts, cashier's orders or in effecting any other type of remittance and shall not assume any liability for any delay non-remittance or non-receipt of such proceeds arising on the part of such independent third parties.
- 9.4 We shall, at our discretion, determine the priority of fund transfers instructed by you, and may at our discretion use your overdraft facility (if applicable) to effect such funds transfers instead of another Account (if unspecified by you) and may then subsequent there to transfer funds from any of your Accounts to cover any overdrawn amount in your current account. In addition, we shall be at liberty to effect a transfer for full settlement of all outstanding credit card payments outstanding if your credit card is cancelled.
- 9.5 In the event you transfer any funds from your Account to any of your other account or to any account belonging to third parties, the amount shall be automatically debited from your Account upon completion of the transaction and deemed transferred to the receiving account and you shall not be entitled to request us to refund or re-credit your Account for any reasons whatsoever.
- 9.6 Any instruction for fund transfers are subject to any arrangement now subsisting or which may hereafter subsist between you and us in relation to your Account or any banking accommodation accorded to you. In particular, we hereby reserve the right to:
  - i. Refuse at any time to carry out any one or more your fund transfer instructions (whether in relation to one-off fund transfers or standing instructions/recurring bill payments) without assigning any reason therefor; and/or
  - ii. Impose limits, restrictions or conditions on your funds transfer (whether in relation to type, currency purpose, number or any other aspect thereof as may be required by us or any relevant authority(ies)).

## 10. Account Statements

- 10.1 We may send a statement of account for each of the Accounts or send a combined statement for all the Accounts and the combination of the types of accounts in the statement is subject to changes.
- 10.2 You are required to verify the accuracy and completeness of each statement of account received from us and inform us within fourteen (14) days from the last day of the statement of any discrepancies, omissions, inaccuracies or incorrect entries, failing which such statement of account shall be deemed correct, accurate and complete as well as conclusive and binding on you.
- 10.3 If you have opted for a paper based statement and the Account becomes dormant, you have the right with prior notice given to us to discontinue issuance of the paper based statement. You may proceed to any of our branch together with the notification received on the dormant status to obtain the paper based statement from our branch.

## 11. Conduct and Closure of Accounts

- 11.1 Dormant accounts
  - i. If there are no transactions carried out on the Account within the period specified by us, we may consider the Account dormant and may impose a charge or fee on the Account and close the Account with prior notice to you.
  - ii. We may also close the Account or withdraw, suspend or terminate any or all of the services with prior notice to you in accordance with any guidelines or rules of BNM or anybody/association/regulatory authority or of the Bank. You acknowledge that we have the discretion not to carry out any instructions and/or suspend the use of the Account in circumstances including but not limited to:
    - a. where we doubt the authenticity of such instructions; or
    - b. in the event of any dispute between the joint Accountholders, authorised signatories, partners (whether in respect of a conventional partnership or a limited liability partnership) or directors of a company; or
    - c. if we were to receive conflicting instructions from the persons listed under (ii) above; or
    - d. if you fail to pay any fees and charges imposed by us.
  - iii. You may terminate the Account or suspend or terminate the utilisation of any services by giving written notice to us. We may also close the Account or suspend or terminate any or all of the services by giving written notice to you.
  - iv. A service charge of an amount as may be determined by us will be charged if any Account is closed within six (6) months (or such other period as may be stipulated by us) from the date the Account was opened.
  - v. Under the prevailing Unclaimed Moneys Act, 1965 or any statutory amendments, any moneys in the Account not operated for seven (7) years including any interest/profit accrued to the credit of the Account must be gazetted as "Unclaimed Monies" and shall be remitted to the Registrar of the Unclaimed Moneys and the Account will then be closed.



#### 11.2 Our right to freeze accounts

We have the right not to effect or carry out any transactions including but not limited to the payment of any monies, cheques or any other instruments, or any instructions for payment out of the Account and/or acceptance and/or collection of cheques, deposits of monies or any other instruments, or any instructions to effect receipt of payment into the Account upon but not limited to the occurrence of any one of the following events:

- i. When we are notified or become aware that the Accountholder committed an act of bankruptcy, and/or a petition for winding up or for bankruptcy has been presented against the Accountholder, and/or any one or more of the Accountholders or its directors, who are signatories to the Account are adjudicated as bankrupt, and/or upon us being notified or becoming aware of any notice under Section 218 of the Companies Act 1965, being presented against the Accountholder;
- ii. When we are notified and/or requested by any authority including but not limited to BNM, the Police or any other statutory or regulatory authorities whether local or international ("the Authorities") to so refrain from performing any transaction under the Account;
- iii. If we, the Police and/or the Authorities conduct(s) any investigation on any illegal transaction(s) or suspected illegal transaction(s) carried out through the Account, misuse or suspicion of any misuse of the Account or any fraudulent transaction(s) in respect of the Account including but not limited to the depositing of cheques which you are not beneficially entitled to;
- iv. When we suspect any fraudulent activities involving the Account and we in our reasonable opinion are of the view that the information/documents provided to us for opening the Account had been found to be false and/or incorrect and/or tampered with and/or there is a misrepresentation of identity;
- v. When we are being made aware of the death of the Accountholder, where the Accountholder is an individual;
- vi. When we are being made aware of any cheques and/or monetary instruments and/or sums that has been credited into the Account are as a result of any forged and/or tampered instruments and/or instructions and/or fraudulent transactions, with or without your involvement;
- vii. When we have been notified or become aware of any opposing or adverse or conflicting claims by any partners, directors, shareholders or members or the other joint account holder(s) or by any persons alleging to be partners, directors, shareholders or members in relation to any Account of a partnership, limited liability partnership and/or company or the Account of any other organization, bodies, committees which have legal status, pertaining to the proceeds or balances of such Account or the operation of such Account or the operational mandate.

#### 11.3 Set-Off and Consolidation

We have the right with prior notice of not less than seven (7) calendar days in the manner prescribed in Clause 26 below to combine or consolidate the Account with any or all other accounts maintained by you with us to set off or transfer any sums standing to the credit of any such account including joint accounts against the sums owing to us towards the satisfaction of any or all liabilities to us, whether such liabilities be actual, contingent, primary, collateral, several or joint. Where the credit balances and the sum owing are in different currencies, we may convert one currency to another at the conversion rate to be determined by us. Our rights set out here shall not be affected by your death, insanity, bankruptcy, insolvency, composition with other creditors or any legal proceedings against you.

## B. CARDS

### 12. Use of Automated Teller Machine (ATM) Card

- 12.1 When receiving the ATM card, you acknowledge and agree that you must sign the ATM card immediately, that the ATM card is not transferable and can only be used by you and the ATM card may only be used during the validity period stated on the card.
- 12.2 The ATM card shall not be used by you after its cancellation or withdrawal and/or upon you cease to be our customer and/or after notification by you to us of any loss, misuse or theft of the Card or disclosure of the PIN to a third party, whether authorised or unauthorised and/or pending the issuance of a replacement card and PIN to you.
- 12.3 You shall keep the ATM Card and PIN secure and confidential under your control and use. You must not disclose the PIN to any person, including any member of our staff.
- 12.4 You must notify us immediately of any loss or theft of any ATM card or disclosure (or suspected disclosure) of any PIN or password. You are liable for all transactions that may have occurred before you notify us.
- 12.5 If you become aware or suspect that your PIN is known or is capable of being discovered or known by any person other than you and/or the Card is lost, stolen or destroyed and/or the Card may have or has been forged and/or there are or may be unauthorised transactions or access using the Card and the corresponding PIN, you must notify us immediately either by visiting any nearest branch or calling our Customer Care Service or lodging a report at the address as provided in Part F below. We will not hold you liable for any transaction entered into after you have notified us of any unauthorised transaction, loss, misuse, theft or destruction of the Card provided that you shall indemnify the Bank in respect of transactions entered into prior to such notification up to the daily maximum amount permitted to be transacted in each facility of the services.
- 12.6 You may at any time terminate the use of the services by giving us written notice of termination and such notice shall only be deemed to have been received by us upon verification by our officer and when duly recorded as received by us.



12.7 If you transfer any funds from your Account to any of your other account or to any account belonging to third parties, the amount shall be automatically debited from your Account upon completion of the transaction and deemed transferred to the receiving account and you shall not be entitled to request us to refund or re-credit your Account for any reasons whatsoever

### 13. Use of Debit Card

- 13.1 If you are aged 18 years and above, you must complete the provided application form and submit it to us or its appointed nominee(s) or appointed agent(s) together with a photocopy of his or her identification card (front and back portion), the Bank CASA passbook or statement with account number and all other documentation and payment as specified therein.
- 13.2 If you are aged between 12 years to 17 years must complete the provided application form wherein the indemnity Clause is mandatory to be signed by your parents or legal guardian and submit it to us or our appointed nominee(s) or appointed agent(s) together with a photocopy of your identification card (front and back portion) and parent/legal guardian's identification card (front and back portion), the Bank CASA account passbook or statement with account number and all other documentation and payment as specified therein.
- 13.3 Upon receiving the Card, you shall immediately sign at the relevant signature panel on the Card. By using the Card, you agrees to be fully bound by the terms and conditions set out (as may be varied by us from time to time by giving notice of twenty one (21) calendar days in the manner prescribed in Clause 26).
- 13.4 For the purpose of effecting ATM and card present transactions with the Card, we will issue a PIN and present it to you at your s own risk. The PIN is strictly confidential and should not be disclosed to any person under any circumstances or by whatever means.
- 13.5 The Card is valid only until the Validity Date. Upon the expiry of the Validity Date, you shall cut the Card in half across the magnetic stripe and chip ensuring it is completely damaged and return the destroyed card to us for a new Card, which shall be issued at our discretion.
- 13.6 The Card is a debit card for which the Account will be debited when purchases are made using the Card are made. The Card can be used to purchase goods and services in Malaysia and overseas at participating merchants for so long as there is the equivalent amount of cash balance in the Account at the point of sale. You are responsible to ensure that there is sufficient cash balance in the Account prior to using the Card to purchase goods and/or services. Such purchases are subject to a maximum limit of the amount available in the Account.
- 13.7 Effective 1 June 2015, any overseas or card not present transactions will be blocked by default unless you have opted in for the overseas or card not present transactions.
- 13.8 You may use the Card in Malaysia at any of our ATMs or at any other ATMs that display MEPS/Bankcard ONLY for the withdrawal of cash from the Account. However, you may use the Card outside of Malaysia at any ATMs that display Visa or MasterCard or Visa Plus or Cirrus for the withdrawal of cash from the Account.
- 13.9 All transactions on Debit Card are subject to the respective ATM daily withdrawal limits and Debit Card daily purchase limits.

## C. SERVICES

### 14. Phone Banking Services

- 14.1 Phone Banking service will be available to you 24 hours subject to any instructions or notifications regarding the access and use of the services issued by us from time to time. Some or all of the Phone Banking service that may be accessed through the telephone may not be available at certain times due to routine maintenance requirements, malfunctions or system failure, excess demands on the system and/or circumstances beyond our control. We makes no warranty that the Phone Banking service (or any part thereof) provided via the telephone will be available at the times stated herein.
- Level 1 Services – Inquiries regarding products and services  
Without in anyway restricting or limiting our rights under Clause 12.2, Level 1 Services are available to you.
  - Level 2 Services – Inquiries regarding account information, balances and transaction records  
Without in anyway restricting or limiting our rights under Clause 12.2, Level 2 Services are available to you if you have an existing Account with us or any of our branches and which Account is valid whenever the services is accessed and/or used.
  - Level 3 Services – Requests to conduct financial transactions, payments and transfers  
Without in anyway restricting or limiting our rights under Clause 12.2, Level 3 Services are available to you if you have an existing Account with us or any of our branches and which Account is valid whenever the services is accessed and/or used AND there is no requirement to:
    - i. Obtain the signatures of other joint Account holders, where you are a joint account holder, to perform any financial transaction in accordance with these Terms and Conditions; or
    - ii. Appoint a designated representative to act on your behalf
- 14.2 The above eligibility criteria for access and use of the Phone Banking services are not exhaustive and do not in any way restrict us from imposing from time to time additional criteria and other requirements or to amend or vary the above eligibility criteria for access and use of the Phone Banking service at our discretion.



### Phone Banking Login ID, Pins and other security features

- 14.3 You are required to key in Phone Banking Login ID and PIN each time you access and/or use the Phone Banking service
- 14.4 We are entitled at any time, to invalidate or cancel your phone banking Login ID and/or PIN with or without prior notice (although you will be informed as soon as practicable thereafter). Such invalidation or cancellation will normally be effected if the integrity or security of your Phone Banking Login ID and/or PIN is compromised or are suspected to have been compromised, or if the security of the Services is threatened in any way whatsoever. However, we are not obliged to share our reasons with you and shall not be held liable or responsible for any loss or damage that you may suffer as a result of such invalidation or cancellation.

### Your Responsibilities for Security

- 14.5 To ensure that you are the only person who can access and give instructions using the Phone Banking service, you must keep strictly to the following security procedures:
- i. It is your sole responsibility to ensure that the Phone Banking Login ID and PIN stay secret. You and/or the Designated Representative must not disclose the Phone Banking Login ID and PIN to anyone notwithstanding if he/she is your joint Account holder, directors, shareholders or other employees, if applicable, or our staff member, or our Customer Service Agent. If you realize that your Phone Banking Login ID and PIN is known to someone else, you are required to change the PIN electronically through the Phone Banking service as soon as possible. If you are unable to do so for any reasons, you must immediately report the suspected disclosure by calling at any branch or by contacting our Customer Service Agent. You shall not use or attempt to use the Phone Banking service pending the issuance of a replacement Phone Banking Login ID by us and/or your change of PIN.
  - ii. It is your responsibility to ensure that your Designated Representative remains authorised by you to access and/or use the Phone Banking service and hold the Phone Banking Login ID and PIN on your behalf. If that such Designated Representative shall cease to be authorised by you to access and/or use the Phone Banking service on your behalf in accordance with these terms and conditions, you shall notify us immediately by way of written notice so that the Phone Banking Login ID and PIN can be duly cancelled. Further, you are required to apply for a new Phone Banking Login ID and PIN for your newly appointed Designated Representative in accordance with our procedures at the material time. Notwithstanding Clause 43, we shall not be liable for any type of losses or damages incurred or suffered by you or any third party resulting from your failure or omission to perform the responsibilities in this sub-Clause 12.5.
  - iii. We may suspend your access and use of the Phone Banking service until your new Phone Banking Login ID and/or PIN has been set up.

### Instructions

- 14.6 You irrevocably agree and authorise us to act on all instructions by you (including fund transfers, bill payments, stop payment instructions, etc.) via the Service, whether transmitted to us electronically or through your service agent, and accept full responsibility for all such instruction(s) and in particular for ensuring the accuracy and completeness of your instruction(s), and also for ensuring that the same instructions are not inadvertently transmitted to us twice.
- 14.7 All instructions issued after you successfully access the Services, when received by us, shall be affected in accordance with procedures, limits and conditions determined by us and any applicable laws from time to time. We may delay or refuse to carry out or determine the priority of or execute any such instruction(s), without prior notice and at our discretion, at any time without giving any reason to you. Please be reminded that certain transactions may only be processed during normal banking hours and may take a number of business days to complete, despite the extended operating times of the Service.
- 14.8 All instructions issued after you have successfully accessed the Phone Banking service, shall be binding on you once transmitted to us regardless of whether the instructions are issued by you or by some other person, whether authorised or not and notwithstanding any error or fraud. We will not be liable for any loss or damage (including without limitation of funds) suffered or incurred by you as a result of:
- i. Any unauthorised instructions or transactions effected using your Phone Banking Login ID and PIN, as a result of your non-observance with the obligations under Clause 12.3.
  - ii. Our refusal to act upon any instruction(s) given to us under circumstances which in our opinion are suspicious or irregular;
  - iii. We effecting instruction(s) without verifying the accuracy and/or completeness of such instruction(s), although we are entitled at our discretion to seek such confirmation from you; or
  - iv. Your non-observance of any of these terms and conditions, including but not limited to dishonoured cheque caused by insufficient funds in your Accounts after the debiting of the fees and charges under Clause 13.32, and your non-observance of Clause 12.18.
- 14.9 Once you have given your instruction to us, you are not allowed to cancel or amend the instruction. However, upon your request, we may at our discretion (but shall not be obligated to) agree to revoke, cancel, reverse or otherwise amend any of your earlier instruction. All costs and charges incurred by us





in implementing any such requests by you shall be borne by you and you hereby authorise us to debit the same from your Accounts as we deem fit.

- 14.10 It shall be your responsibility to notify us immediately:
- i. Upon your receipt of incomplete, garbled or inaccurate data or information from us of any and all instructions, transactions or other use under the Phone Banking service; and
  - ii. Upon becoming aware, or where you suspect or have any reason to believe that any instruction(s) given you have not been received by us or is not accurate, including without limitation any mistaken, fraudulent or unauthorised payments or funds transfers from or to your Accounts.
- 14.11 You hereby authorise us to record all the instructions made by you whether in writing, tape recording or any other method of recording and in any form or medium whatsoever, and such record of the instructions and/or transactions shall be final, conclusive and binding on you.
- 14.12 You may send the confirmation of financial transactions in accordance with your prevailing practices and procedures at the existing or relevant point in time. Once confirmation is given to you, such confirmation shall be final, conclusive and binding on you.
- 14.13 For the avoidance of doubt, the term "after you have successfully accessed the Phone Banking service" means after you have gained access to the Phone Banking service by keying in the Phone Banking Login ID and PIN.

#### **Phone Banking Statements**

- 14.14 All transactions conducted utilising this Phone Banking service will be reflected in your periodical statement of account. As set out in Clause 9.2, you are required to verify the accuracy and completeness of each statement of account received from us and inform us within fourteen (14) days from the last day of the statement of any discrepancies, omissions, inaccuracies or incorrect entries.
- 14.15 We shall not be liable for any damages, losses or expenses incurred by you as a result of your failure, delay or omission to comply with the provisions set out in Clause 13.14 above and you shall indemnify us against any loss or expense that maybe suffered or incurred by us in connection there to.

#### **Account Enquiries and Rate Inquiries via Phone Banking Service**

- 14.16 All your Accounts (including the joint accounts) will be linked upon request and accessible under the Services. You understand and acknowledge therefore that you will strictly observe your obligations under Clauses 12.3 and 12.5 hereunder, and that we shall not be responsible for any loss or damages suffered by you howsoever arising from the non-observance thereof. Further, notwithstanding anything herein to the contrary, and notwithstanding your personal compliance with the subscription procedures of the Services, we are entitled (but not obligated) to restrict the access to the Services until we have received your written consent of your joint account holder (if applicable) for your access to and use of the Services.
- 14.17 Unless reflected in your periodical statement of Accounts, you hereby agree and acknowledge that the balance in your Account which is reported to you via Phone Banking Service shall not for any purpose be taken by you as being conclusive and shall not include:
- i. Your deposit(s) which has not been verified by us, and
  - ii. Any cheque(s) issued by you which has not been processed and/or collected by us.
- 14.18 Any exchange rate or interest/profit rate quoted by us in response to your telephone request and/or instruction(s) either electronically or via Customer Service Agents is for reference only and not be binding on us unless subsequently confirmed by us for the purpose of a financial transaction. Such confirmed exchange rate or interest/profit rate shall be binding on you notwithstanding that different exchange rate or interest/profit rate might have been quoted by us at the relevant time through other means of communication.
- 14.19 For all inter-country transactions, the exchange rate shall be the prevailing exchange rate on the day the transaction is conducted in Malaysia. Our statement of the applicable exchange rate shall be deemed binding and conclusive.

### **15. Internet Banking/ Mobile Banking**

These terms and conditions govern the use of Internet Banking and/or Mobile Banking service provided by us to you, to enable you to electronically access and use the Services and other banking facilities, made available via the Website.

These terms and conditions are to be read in conjunction with our terms of access and Part B Specific Terms and Conditions and any instructional material provided by us, as well as any other terms, conditions and provisions which we may prescribe from time to time. If there is any conflict between these terms and conditions and any other agreement which you may have with such entities in RHB Banking Group and/or business partners, these terms and conditions shall prevail to the extent that it relates to the use of Internet Banking and Mobile Banking.

Any and all communications transmitted through the Internet Banking and Mobile Banking shall be governed by Clause 21.6 below.





#### **Application to Access Internet Banking and/or Mobile Banking**

- 15.1 Subject to these terms and conditions, if you have an existing CASA and/or debit/credit card with us and which the Account is valid, you are entitled to make an application and enrol to have access to the Internet Banking and/or Mobile Banking by performing a one-time online registration at the Website to start using the Internet Banking and/or Mobile Banking services. Notwithstanding the above, we may at our discretion refuse registration to any such application and/or change the eligibility criteria without giving any reason. The Account must continue to be valid to enable you to continue using the Internet Banking and/or Mobile Banking service.
- 15.2 For online registration via the Website and to use the Internet Banking service, the access identification (ID) and any related information such as ATM/Debit Card PIN or Credit Card CVV2 will be required. Thereafter, you will create your own Username, Password and Secret Word to access to the Internet Banking services.
- 15.3 Upon successfully registering with Internet Banking; you may use the same Access ID and Password to access to Mobile Banking.
- 15.4 Upon enrolment and access to Mobile Banking, you shall be deemed to have read, understood and agreed to be bound by these terms and conditions and further acknowledge and accept all inherent risks associated in conducting any transactions over the Internet/GPRS/3G or such other electronic medium approved by us.
- 15.5 All the Accounts (including joint accounts) that are linked to an Access ID will be automatically linked and accessible under the Internet Banking and/or Mobile Banking service via your Username, subject to a maximum number of Accounts as may be prescribed by us from time to time. You may initiate to Link new Accounts to or delete the existing Accounts from your Username by using 'Manage Account' function which is available via Internet Banking. You understand and acknowledge and therefore you will strictly observe your obligations under Clauses 15 and 17 below, and that we shall not be responsible for any loss or damages suffered by you howsoever arising from the non-observance of such obligations. Further, notwithstanding anything herein to the contrary, and notwithstanding your personal compliance with the subscription procedures of the Internet Banking and/or Mobile Internet service until we are entitled (but is not obligated) to restrict the access to the Services until we have received the written consent of your joint accountholder (if applicable) for the access to and use of the Internet Banking and/or Mobile Internet service.
- 15.6 You are required to provide, true, accurate current and complete information about yourself and the Accounts maintained at other websites and you agree to not misrepresent the identity or the account information of yourself. You also agree to keep the information of the account up to date and accurate, and to notify us if you have changed any of your information, and that we shall not be responsible for any loss or damages suffered by you arising from the non-observance thereof. Notwithstanding anything herein to the contrary, and notwithstanding your personal compliance with the subscription procedures of the Internet Banking and/or Mobile Banking service, we are entitled (but is not obligated) to restrict the access to the Internet Banking and/or Mobile Banking service until we have received the written consent of your joint accountholder (if applicable) for the access to and use of the Internet Banking and/or Mobile Banking service.

#### **List of Electronic Services (includes all Fund Transfer services, Bill Payments, Prepaid Reloads, Initial Public Offering "IPO" share application, viewing of Accounts etc)**

- 15.7 You must maintain sufficient funds in the Account to enable us to complete any instructions to debit the Account and effect the transfer of funds.
- 15.8 We will not be liable for any delayed or failed funds transfer. It is recommended that you allow a reasonable period of time for us to effect your bill payments / funds transfers / remittances and / or notify you of any problem or restriction in effecting the same. We will only be liable for funds transfers that has been confirmed in writing to you to have been effected.
- 15.9 We shall be at liberty on your behalf to use any independent third parties in any issuance of demand drafts, cashier's orders or in effecting any other type of remittance (such as IBG Fund Transfer and RHB-PayPal services) and shall not assume any liability for any delay, non-remittance or non-receipt of such proceeds arising on the part of such independent third parties.
- 15.10 We shall, at our discretion, determine the order or priority of fund transfers instructed by you, and may at our discretion use your overdraft facility (if applicable) to effect such funds transfers instead of another Account (if unspecified by you), and may subsequent transfer funds from any of the Accounts to cover any overdrawn amount in your current account. In addition, we shall be at liberty to affect a transfer for full settlement of all outstanding credit card payments in the event your credit card is cancelled.
- 15.11 Any instructions for funds transfers is subject to any arrangement now subsisting or which may hereafter subsist between you and us in relation to the Account or any banking accommodation accorded to you. In particular, we hereby reserve the right to:-
  - i. refuse at any time to carry out any one or more of the funds transfer instructions (whether in relation to one-off fund transfers or standing instructions/recurring bill payments) without assigning any reason; and/or



- ii. impose limits, restrictions or conditions on the fund transfer (whether in relation to type, currency, purpose, number, or any other aspect thereof) as may be required by us or any relevant authority(ies) or payment service providers.

#### **PIN and Other Security Features**

- 15.12 To access and use the Internet Banking and/or Mobile Banking service, you must key in the ATM Card/Debit Card number with ATM/Debit Card PIN, or Credit Card number with CVV2 or CVC2 numbers as required when registering to use the Internet Banking and/or Mobile Banking service for the first time at the Website.
- i. ATM card / Debit card user
    - i. For you to access and use the Internet Banking to view CASA balance and perform financial transactions, you must register the ATM Card / debit card when logging on to Internet Banking for the first time.
    - ii. Upon acceptance of the ATM Card / Debit Card registration, you will be required to key in your Username and Password. Upon acceptance of the aforementioned and the acceptance of these terms and conditions, the access to the Internet Banking will be activated.
  - ii. Credit card user
    - i. For you to access and use Internet Banking to view the credit card account balance and transaction summary, you must register the credit card number and CVV2/CVC2 numbers when logging on to Internet Banking for the first time.
    - ii. Upon acceptance of the credit card registration, you will be required to key in you Username, Password and Secret Word. Upon acceptance of the aforementioned and the acceptance of these terms and conditions, the access to the Internet Banking will be activated.
- 15.13 Thereafter, you are required to key in Username and Password only for subsequent access to the Internet Banking /Mobile Banking. Secret Word verification only applicable for access to Internet Banking.
- 15.14 On completion of the prescribed registration and activation procedures via Internet Banking, you will be permitted to download the application for installation into your Mobile Phone and be granted the non-exclusive, non-transferable right to use the application, but based upon and subject always to your agreement to the following conditions:
- i. You will not use the application for any purpose other than to access your own Account(s) via the Mobile Banking on the mobile device;
  - ii. You will not download or install the application into a mobile device which you do not own or have exclusive control and you will not permit or enable any person to access the application, or leave the mobile device unattended in such a manner as to enable a person to access the application.
- 15.15 To perform a financial transaction or change personal profiles:
- i. You are required to register your mobile number by calling up the Customer Care Center at the number provided in Part F below, which is a one-time process. However, if you have changed your mobile number, you are also required to re-register the mobile number as an online banking security measure.
  - ii. You are required to verify the Security Code and key in the OTP that are automatically sent to the registered mobile number and successfully complete the transaction.
- 15.16 Mobile Banking financial transactions are only allowed for favourite transfers where you have already setup via Internet Banking. OTP is not applicable for this Service.
- 15.17 We are entitled at any time, to invalidate or cancel any or all of your Identifiers with prior notice as prescribes in Clause 26 below and you will be informed as soon as practicable thereafter. Such invalidation or cancellation will normally be effected if the integrity or security of the Identifiers are compromised or are suspected to have been compromised, or if the security and integrity of any part of the Internet Banking and/or Mobile Banking services are threatened in any way whatsoever. However, we are not obligated to share our reasons with you, and shall not be held liable or responsible for any loss or damage that you may suffer as a result of such invalidation or cancellation.

#### **Responsibilities for Security**

- 15.18 You must ensure that you are the only person who can access and give instructions using the Internet Banking and/or Mobile Banking service. You must keep strictly to the following security procedures:
- i. It is your responsibility to ensure the Identifiers stay secret. You must not disclose any of the Identifiers to anyone - even to your joint account holder, or to our staff member, or someone on RHB helpdesk. If you find out that any of the Identifiers is known to someone else, you must change it through the Internet Banking and/or Mobile Banking services as soon as possible. If this is not possible you must notify us immediately through e-mailing or call the number provided in Part F below.
  - ii. You must not let anyone else operate the Internet Banking and/or Mobile Banking services for you, leave the computer terminal or mobile device unattended whilst you are logged on to the Service, nor save the Identifiers on any prompt in the personal computer or mobile device (so that the same is automatically entered upon accessing the Website without requiring you to physically key in the Identifiers). You acknowledge and agree that we shall not be held accountable or liable for any loss or damage (including without limitation any loss of funds) incurred or suffered by you or any other party in the event any or all of the information or funds are accessed, used or howsoever otherwise dealt with by third parties under the service.



- iii. In addition, you are responsible for own personal computer anti-virus and security measures to prevent unauthorised access to the transactions and your Accounts via the Internet Banking.
  - iv. You must check the Account balances periodically and/or upon the appropriate length of time subsequent to any transaction and to inform us if there are any errors. If you become aware or suspect that there are unauthorised transactions or unauthorised access to the Internet Banking and/or Mobile Banking services, you must notify us immediately through e-mail or telephone call using the number provided in Part F below.
  - v. You must ensure the application downloaded for Mobile Banking is genuine.
  - vi. All such passwords must be kept strictly confidential and must not be disclosed to any other person.
  - vii. You must not leave the computer / mobile device unattended or permit any person access to the computer / mobile device in such a manner that person may access your Internet Banking, application or Mobile Banking, whether with or without your consent.
  - viii. If you lose or replace or part with the possession or control of the mobile device or any other device in which the application are installed, or if you have reason to believe that someone has accessed your Account using the application, you must immediately notify and instruct us to invalidate the Identifiers immediately, and make a fresh application to register for Internet Banking to enable you to access the Internet Banking and/or Mobile Banking.
  - ix. If your mobile phone is lost or stolen, you must immediately report to us if there is any unauthorized payment via the Internet Banking and/or Mobile Banking services as a result from the lost or stolen mobile phone.
- 15.19 If we suspect any unauthorized transactions, we may suspend your access and use of the Internet Banking and/or Mobile Banking services until the fresh Identifiers have been set up.

### Operating Times

- 15.20 The Internet Banking and/or Mobile Banking service will usually be available for use 24 hours, 7 days a week unless otherwise specified in these terms and conditions or at the Website.
- 15.21 Some or all of the Internet Banking and/or Mobile Banking services that may be accessed through the Website/Mobile banking application may not be available at certain times due to routine maintenance requirements, malfunctions or system failure, excess demands on the system and/or circumstances beyond our control. We do not provide any warranty that the Internet Banking and/or Mobile Banking services (or any part thereof) provided under the Website/ Mobile Banking application will be available at the times stated herein. If there is any failure or disruption in the service (or any part thereof), you may e-mail or call the number provided in Part F below. Please be reminded that banking transactions may still be conducted via other service delivery channels (eg. branch, ATM, RHB phone banking, etc.)

### Instructions

- 15.22 You agree and authorise us to act on all of the instruction(s) (including funds transfers, bill payments, stop payment instructions, viewing of Accounts and the Accounts maintained at other website etc.) via the Services after you have successfully logged on to the Internet Banking and/or Mobile Banking services, and accept full responsibility for all such instruction(s), and in particular for ensuring the accuracy and completeness of the instruction(s), and also for ensuring that the same instructions are not inadvertently transmitted to us twice.
- 15.23 All instruction(s) issued after successful log on to the Services, when received by us, shall be effected in accordance with the procedures, limits and conditions determined by us and any applicable laws from time to time. We may delay or refuse to carry out or determine the priority of or execute any such instruction(s), without prior notice and at our discretion, at any time without giving any reason to you. Please be reminded that certain transactions may only be processed during normal banking hours and may take a number of business days to complete, despite the extended operating times of the Internet Banking and/or Mobile Banking service.
- 15.24 All instruction(s) issued after successful log on to the Internet Banking and/or Mobile Banking services shall be binding on you once transmitted to us regardless of whether the instruction(s) are issued by you or by some other person, whether authorised or not and notwithstanding any error, fraud, or forgery. We will not be liable for any loss or damage (including without limitation loss of funds) suffered or incurred by you as a result of:-
- i. any unauthorised instructions or transactions effected using the Identifiers, as a result of the non-observance with the obligations under Clause 14.56 above;
  - ii. our refusal to act upon any instruction(s) given to us under circumstances which, in our opinion, are suspicious or irregular;
  - iii. we effecting instruction(s) without verifying the accuracy and/or completeness of such instruction(s), although we are entitled at our discretion to seek such confirmation from you; or
  - iv. your non-observance of any of these terms and conditions, including but not limited to bounced cheques caused by insufficient funds in the Account(s) after the debiting of the fees and charges under Clause 21 below.
- 15.25 Once you have given instruction, you are not allowed to cancel or amend it. However, upon your request, we may, at our discretion, (but shall not be obligated to) agree to revoke, cancel, reverse or otherwise amend any of your earlier instruction. All costs and charges incurred by us in implementing any such requests by you shall be borne by you and may be debited from Account(s) as we deems fit.
- 15.26 It shall be your responsibility to notify us immediately when you:



- i. receive incomplete, garbled or inaccurate data or information from us of any and all instructions, transactions or other use under the Internet Banking and/or Mobile Banking service.
- ii. receive any data or information which is not intended for you and you shall delete such data or information immediately and not retain the same (or copies thereof) or
- iii. become aware, or suspect or have any reason to believe that any instruction(s) sent by you has not been received by us or is not accurate including without limitation any mistaken, fraudulent or unauthorised payments or funds transfers from or to your Account(s).

#### **Rights of and Liabilities to Third Parties**

- 15.27 At times you may require the services of and/or software provided by third parties, which are not under our control, to access and operate the Internet Banking and/or Mobile Banking. In this regard, you understand and agree as follows :-
- i. You are responsible for and shall not in any way hold us responsible or liable for any services and/or software through which you have access the Internet Banking and/or Mobile Banking services that are not controlled by us;
  - ii. You shall be responsible to ensure that the software that is supplied to you is compatible with any computer, computer system or other device from which you have accessed the Internet Banking and/or Mobile Banking and any other software on that computer or any other provider on other device;
  - iii. You shall be bound by all terms and conditions prescribed by such services and/or software as aforementioned used by you to access the Internet Banking and/or Mobile Banking without any recourse to us;
  - iv. We shall not be held liable or responsible for any loss or damage or other charges or expenses that may be incurred by you by the use of such services and/or software as aforementioned.
- 15.28 You understand that any access to the Website or the Internet Banking or Mobile Banking will be effected through the relevant internet service provider, network provider or communication network provider or any other provider in the country from which such service is accessed, and to this extent such access will also be subject to and governed by the relevant laws and regulations of that country and any terms and conditions prescribed by such relevant internet service provider, network provider or communication network provider or any other provider.
- 15.29 We do not warrant the security and confidentiality of information transmitted through the internet service provider, network provider or communication network provider or any equivalent system in any jurisdiction via the Internet Banking and/or Mobile Banking. In addition, you accepts and agrees that we shall bear no responsibility for any electronic, mechanical, data failure or corruption, computer viruses, bugs or related problems that may be attributable to the services provided by any relevant internet service provider, network provider or communication network provider or any other provider.
- 15.30 We will, from time to time, and at our, display certain third party products or services in the Website, or a Link to the website of such third party in the Website. Whilst we will endeavour to ensure a minimum quality and standard for all products and services offered within the Website and Mobile Banking application, since your purchase of such products or services will be directly from the third party concerned, we cannot make any representations or warranties on the pedigree of such third party and/or the quality or standard of their products or services.
- 15.31 You shall indemnify, defend and hold us harmless from and against any and all suits, actions, judgments, damages, costs, losses, expenses (including legal fees on a solicitor and client basis) and other liabilities arising from a breach and/or contravention and/or non-compliance with any provision under this Clause 13.

#### **Equipment and Software**

- 15.32 You also agree that you are responsible for the computer, system or other device from which you access the Internet Banking, including without limitation the maintenance, operation and permitted use of such computer, system or other device and that it is your obligation to comply with any criteria imposed by us from time to time with respect to the computer, system or other device from which you have access the Internet Banking (including any software used).
- 15.33 You shall not access the Internet Banking and/or Mobile Banking using any computer, system or other device which you do not own unless you have received the owner's permission. You shall also ensure that any computer, system or other device from which you has access and use the Internet Banking and/or Mobile Banking shall be properly maintained and shall be free from any defects, viruses or errors. You are to further ensure that the computer or laptop is loaded with the latest anti-virus and anti-spyware software and that the said software are at all times installed and updated with the latest pattern. You shall also ensure that the downloaded application is from trusted channels and genuine application and all applications downloaded is at your own risk.
- 15.34 Any material downloaded or otherwise obtained through the use of the Internet Banking and/or Mobile Banking is done at your own discretion and risk and you are responsible for any damage to the computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from us or the Service Provider through or from the services will create any warranty not expressly stated in these terms.





### **Restrictions on Use of Internet Banking / Mobile Banking**

- 15.35 As a condition of your permitted use of the Internet Banking and/or Mobile Banking application, you undertake that you will not use the Website / Application (or any service, information or product thereunder) for any illegal or unlawful purpose or where otherwise prohibited under law or by these terms and conditions. You shall not use the Website / Mobile Banking application (or any service, information or product thereunder) in any manner which could damage, disable, overburden, corrupt or impair the Website or the hardware or application and software system, security protocols, information/service provider networks or other operations or interfere with any party's use and enjoyment of the Website. You shall not attempt to gain unauthorised access to any account(s) or any hardware and software system, security protocols, information/service provider networks or other operations connected to the Website / Mobile Banking application, through hacking, password mining or any other means. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website, the Internet Banking or Mobile Banking.
- 15.36 You shall not modify, copy, distribute, transmit, use or otherwise deal with any of the products, services, information or Content of the Website or Mobile Banking application without obtaining our prior written approval unless expressly allowed under these terms and conditions. Further, you shall not post, send or transmit any unauthorised Content on to or through the Website/ Mobile Banking application including without limitation, Content that (i) is unlawful, vulgar, obscene, libelous, breach of privacy, abusive or otherwise objectionable; (ii) "junkmail", "spam", "chain letters" or any other form of unauthorised materials; and (iii) contains software viruses or any file or program that may interrupt, disable, overburden, corrupt or impair the Website or the hardware and software system, security protocols, information/service provider networks or other operations.

### **Ownership of Intellectual Property Rights**

- 15.37 You are permitted to use Content delivered to you through the Internet Banking and/or Mobile Banking services only on the services as provided within this terms and conditions.
- 15.38 We own and hereby assert whether now or in the future all registered and unregistered rights (including all moral rights) in the Internet Banking / Mobile Banking, the Content, application and the Website and any other legal and beneficial rights and interests of whatever nature related thereto conferred under the laws of Malaysia and all the countries in the world for the full period thereof, together with any renewals and extensions thereof.
- 15.39 Nothing in these terms and conditions shall be deemed to grant any express or implied license (or other right) to you to use, reproduce, copy or otherwise deal with any one or more of the intellectual property or proprietary rights set out in the aforesaid paragraph. The Internet Banking and Mobile Banking and the rights granted to you under these terms and conditions are made available to you strictly for your personal use and access. Any rights not expressly granted under these terms and conditions are entirely and exclusively reserved to and by us.
- 15.40 You are licensing to us and our Service Provider any information, data, Passwords, materials or other Content (collectively, "Customer Content") where you provide through or to the Internet Banking and/or Mobile Banking service. We and Service Provider may use, modify, display, distribute and create new material using such Customer Content to provide the Services to you. By submitting Customer Content, you automatically agree, or promise that the owner of such Customer Content has expressly agreed that, without any particular time limit, and without the payment of any fees, we and the Service Provider may use the Customer Content for the purposes set out above. As between us and the Service Provider, we own your confidential account information.
- 15.41 You shall not by yourself or through any third party commit or attempt to commit any infringing acts, including but not limited to framing, unauthorised linking, spamming, metatagging, and/or spidering.
- 15.42 You agree not to reverse engineer or reverse compile any of the technology of the Internet Banking and/or Mobile Banking service, including but not limited to, any Java applets associated with the service.
- 15.43 From time to time we may issue directives or instructions in relation to any use of the intellectual and proprietary rights belonging to us (or to our designees) and you shall forthwith comply with any and all such directives or instructions.

### **Liability and Indemnity on Internet and Mobile Banking**

- 15.44 The provision in Clause 22.1 will apply notwithstanding the fact that we or the Service Provider may have been advised of the possibility of such damages, resulting from: (i) the use or the inability to use the Internet Banking and/or Mobile Banking service; (ii) the cost of getting substitute goods and services, (iii) any products, data, information or services purchased or obtained or messages received or transactions entered into, through or from the Internet Banking and/or Mobile Banking service; (iv) unauthorized access to or alteration of the transmissions or data; (v) statements or conduct of anyone on the Internet Banking and/or Mobile Banking service; (vi) the use, inability to use, unauthorized use, performance or non-performance of any third party account provider site, even if the provider has been advised previously of the possibility of such damages; or (vii) any other matter relating to the Services.
- 15.45 Without prejudice to the generality of the foregoing, you understand that you are personally responsible for the use and access to the Internet Banking and/or Mobile Banking and/or the Website, Application and hereby agree to indemnify, defend and hold us harmless against any and all claims, demands, suits, actions, judgements, damages, costs, losses, expenses (including legal fees and expenses on a solicitor



and client basis) and other liabilities whatsoever and howsoever caused that may arise or be incurred by us in providing the Internet Banking and/or Mobile Banking service to you, whether or not arising from or in connection with :-

- i. Your failure to strictly observe the security obligations under Clause 14.56, and/or the subsequent acts or omissions of any person using the Identifiers as a consequence of the failure to so observe the aforesaid security obligations;
- ii. an infringement of a trademark, or copyright, or other intellectual proprietary right of a third party (please refer to Clause 13.68);
- iii. any illegal, immoral and/or negligent act, error or omission via the Internet Banking and/or Mobile Banking service, including but not limited to computer crimes, fraud, cheating, defamation, etc. (please refer to Clause 9) and/or your failure to observe the applicable laws and/or regulations applicable (please refer to Clause 14); and/or
- iv. Your failure to ensure there are sufficient funds in the Account, and/or issue instructions/effect transactions sufficiently in advance and/or in accordance with the terms and conditions applicable thereto (please refer to Clauses 7.2 and 9.3, and Clause 8 generally). The parties hereto agree that this provision shall take effect to the widest and fullest extent permitted by law.

15.46 The provisions of Clause 13.44 and 13.45 herein shall take effect to the widest and fullest extent permitted by law.

### **Suspension or Termination of Service**

15.47 Notwithstanding any other provision herein, we may, at any time, with or without notice and without having to give any reason to you, immediately discontinue, suspend or terminate the Internet Banking or Mobile Banking (or any part thereof) or your right to access and use the Internet Banking or Mobile Banking (or any part thereof), unconditionally or otherwise, at our discretion. We may also, at our discretion, impose conditions on the suspension including the period of suspension and reinstatement of the Internet Banking and/or Mobile Banking service and the requirements before any reinstatement is made.

15.48 Upon suspension or termination of the Internet Banking and/or Mobile Banking service, we shall not be obligated to act upon any of your instructions, whether received before or after the effective date of suspension or termination and which have not been already implemented by us, at our discretion. If there are any outstanding matters or activities that we require you to comply with, you shall take all steps required by us to effect completion or termination of all the activities under or pursuant to the services or the Website. Any and all rights and licenses granted to you hereunder shall cease with immediate effect. Termination or suspension by us of the Internet Banking and/or Mobile Banking service under this Clause 25 shall not entitle you to, and you hereby waive all rights to any claim or compensation against us for any and all loss or damage suffered or incurred by as a direct or indirect result of the act of termination or suspension.

### **Electronic Statement**

15.49 We will provide credit card and all banking account statement to you in an electronic form according to the option selected upon successful enrolment for e-Statement service by sending the e-Statement directly via email to your personal internet email address. We have the discretion to reject your enrolment.

15.50 Upon successful enrolment for the e-Statement service, you will receive an email or short message to 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.

15.51 You are responsible:

- i. 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 us;
- ii. For setting up, maintaining and regularly reviewing the arrangements, parameters or configuration relating to the access to your PC, email inbox and internet banking services;
- iii. 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 us of any discrepancies within 14 days from the date in the e-Statement, regardless when you open the e-Statement;
- iv. For notifying us immediately 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. Please see Part F for details on how to contact us.
- v. In avoiding the e-Statement email being automatically put into the junk mail, you are advised to add our email address to your address book and/or the approved sender list upon enrolment of e-Statement Service.

15.52 The account statement is deemed to have been delivered to and received by you when the account statement has been sent to your email address on the relevant statement date when you have opted to receive statements via email. However in some circumstances or upon the occurrence of certain events as determined by us, we may send paper based account statement to your last known or recorded mailing address.





- 15.53 By using the e-Statement service and/or email as a means of transmission, you agree to absolve us from any/all responsibility and liability arising from such misuse and further agree to hold us free and harmless from all losses, costs, damages that may be suffered by 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.
- 15.54 Only upon your successful enrolment for e-Statement service, the paper based statement for the accounts will cease to be generated and sent to your last known address. We will generate on the relevant statement date the e-Statement and you agree to accept and view the account statement in a timely manner.
- 15.55 Cancellation of the e-Statement service may be effected by either party by giving prior notice. Upon cancellation, we 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 we 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.

### Security

- 15.56 You agree to protect the confidentiality and security of the 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 the Accounts, e-statement or any other information therein relating to the Account.
- 15.57 We maintain strict security standards and procedures to prevent unauthorized access to information about you. We will never contact you to ask you to validate personal information such as your user ID, password or account numbers.

### Evidence

- 15.58 Our records of all and any communications by you during or pursuant to the use and access to the Internet Banking / Mobile Banking in any form or medium whatsoever (including electronic information storage media) shall be conclusive evidence thereof. Any and all communications transmitted through the Internet Banking / Mobile Banking in accordance herewith shall be construed to be valid, accurate, authentic and shall have the same effect as a written and/or signed document.

### Lifestyle Privileges

- 15.59 Lifestyle Privileges is a service that is offered at RHB Now Mobile Banking Application ("RHB Now Mobile App"), a mobile application owned by us (the "Feature")
- 15.60 Bank
  - Our role is to facilitate payment transaction between you and the merchant.
- 15.61 Buyer and Products
  - This Feature enables you (the "Buyer") to make online purchases of displayed goods and services in the RHB Now Mobile App (hereinafter referred to as "Product(s)"). The Buyer must be a registered RHB Internet Banking and/or Mobile Banking user to be eligible to make purchases of the said Products.
- 15.62 Merchant
  - We merely provides the RHB Now Mobile App in which selected merchants (hereinafter referred to as "Merchants") recruited by us may make the products available in this RHB Now Mobile App. Your actual purchase of the products will be subject to the Merchant's standard terms and conditions of sale and/or any other specific terms and conditions of sale as may be applicable to the particular products. All agreements pertaining to the sale and purchase of products via this RHB Now Mobile App shall be between you and the respective Merchants. You shall be liable for such taxes or duties (including goods and services tax) on the products and shall settle the same directly with the Merchant. As the products are made available by the Merchants, it is the Merchants' responsibility to charge you the Goods and Services Tax ("GST") where applicable. However, if the purchases are eligible for a relief under the Goods and Services Tax (Relief) Order 2014 and you wish to claim such relief from GST on the purchase order, you shall contact the Merchants directly by providing the purchase details for GST relief. The purchase details can be obtained from the acknowledgement page where you will find the reference number, purchaser name and date of purchase.
- 15.63 General
  - By using the RHB Now Mobile App to perform any products purchase transaction/s, you are indicating the acceptance of the terms and conditions outlined herein. If you do not accept or are not agreeable to any of the terms and conditions set out herein, you are advised to immediately discontinue use or access to this Feature.



#### 15.64 Delivery Policy

- i. All the products purchases made by you will be covered by the Merchant's normal delivery terms of business. We will not be responsible for the late delivery or the quality or suitability of the said products.
- ii. No delivery of products will be made to a P.O. Box address.
- iii. Delivery of products will only be made against written acknowledgement of receipt of products by occupant at the residential address for delivery and where such address is an office address, by any member of the office. Such acknowledgement shall be deemed to be acknowledgement of receipt by you.
- iv. The Merchants will make arrangement to deliver the products to you within such time period as stated at the product description in the RHB Now Mobile App. (barring any unforeseen circumstances) subsequent to receipt of you confirmation of purchase and payment.
- v. The delivery of the products within the time period for delivery shall be the responsibility of the Merchant and we cannot be held liable for any delay or failure to deliver the said products. You shall refer to the Merchant directly for any late delivery and/or claims of non-receipt of said products.

#### 15.65 Return and Refund Policy

- i. You shall refer to the Merchant directly for the return of the products. In the event we receive your complaint via customer service channel, all queries, comments and complaints shall be forwarded to the respective Merchants for their further action.
- ii. Return of the products shall be subjected to additional charges by the Merchant in circumstances where the products' failure to correspond with the order made by you are due to you failure to provide accurate or complete instructions when placing the order through the RHB Now Mobile App.
- iii. All return of products request is subject to the respective Merchant's approval and for the avoidance of doubt, no cancellation of order or exchange of products for another item or similar or different value shall be allowed.
- iv. The return of the products shall be made to the respective Merchants in securely packaged and wrapped conditions and the delivery cost for the return of products shall be borne by you.
- v. All returned products shall be exchanged with products of the same description as stated in the "Confirmation Order" page. A refund in relation to returned products will only be made if the Merchants do not have sufficient stock of the returned products.

#### 15.66 Lifestyle Privileges Use and Access

- i. You may view from the RHB Now Mobile App for your placement of order for the product, subject to the restrictions set out in these terms and conditions.
- ii. You must not:
  - i. Republish any material(s) of the Lifestyle Privileges products;
  - ii. Sell, rent or sub-license material(s) from the Lifestyle Privileges feature;
  - iii. Show any material(s) from the Lifestyle Privileges feature in public;
  - iv. Reproduce duplicate, copy or otherwise exploit material(s) on the Lifestyle Privileges feature for commercial purposes;
  - v. Edit or otherwise modify any material(s) on Lifestyle Privileges feature; or
  - vi. Redistribute material(s) from the Lifestyle Privileges feature [except for Content(s) specifically and expressly made available for redistribution such as newsletter]

#### 15.67 Disclaimer of warranties and liability of Lifestyle Privileges

- i. The materials and information in this Feature, including but not limited to the products description, information, data, text, image, audio, video, Links or other items (hereinafter collectively referred to as "Materials and Information") are provided on an "as is" and "as available" basis.
- ii. We shall use our reasonable efforts to ensure the accuracy and validity of the Materials and Information made available in this Feature. We do not make any warranty, express or implied representations or endorsements including but not limited to any warranties of title, merchantability, usefulness, completeness, accuracy, satisfactory quality, reliability, fitness for particular purpose of the Materials and Information and/or functions on products made available on this Feature.
- iii. We shall not in any event be liable for any loss or damage howsoever arising whether in contract, tort, negligence, strict liability or any other basis, including without limitation, direct or indirect, special, incidental, consequential or punitive damages or loss of profits or savings arising in connection with the purchase of the products, access or use or the inability to access or use the Feature (or any third party Link to or from the Feature), reliance on the information contained on the RHB Now Mobile App or the Lifestyle Privileges, any technical, hardware or software failure of any kind, the interruption, error, omission, delay in operation, computer viruses, or otherwise. This exclusion Clause shall take effect to the fullest extent permitted by law.

#### 15.68 Copyright and Trademarks of Lifestyle Privileges



All contents included in the Feature, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software, are owned and/or licensed by us and/or its content supplier are protected by copyright, trademarks and other laws. The compilation of all content in the Feature is our exclusive property and is protected by copyright laws.

15.69 Currency

All transactions in the RHB Now Mobile App are to be conducted and payable in Ringgit Malaysia (RM), unless otherwise indicated.

**RHB Pay Anyone™/ RHB e-Ang Pow – for Senders**

15.70 Definitions and Interpretation: The following terms and expressions shall have the meanings assigned to them unless the context otherwise requires:-

“**Passcode**” means a list of numeric digits provided to the recipient by the sender in order to facilitate the recipient’s RHB Pay Anyone™/ RHB e-Ang Pow Payment collection.

“**The Bank**” means RHB Bank Berhad (Company No: 6171-M) and/or RHB Islamic Bank Berhad (Company No: 680329-V), a company incorporated in Malaysia pursuant to the Companies Act 1965 and licensed to conduct banking business under Financial Services Act 2013 and/or Islamic Financial Services Act 2013, having its registered office at Level 9, Tower One, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur and includes its subsidiaries, successors-in-title and assigns and where applicable, any one of them

“**RHB Pay Anyone™/ RHB e-Ang Pow Service**”, a service by which the Sender requests the Bank to make available a payment for the recipient to collect via RHB Pay Anyone™/ RHB e-Ang Pow Web Collection or RHB Now Mobile App Collection.

“**RHB Pay Anyone™/ RHB e-Ang Pow Payment**” means a transaction for the transfer of funds by the Sender from the Sender’s account maintained with the bank to the recipient using the RHB Pay Anyone™/ RHB e-Ang Pow Service.

“**RHB Pay Anyone™/ RHB e-Ang Pow Web Collection**” means the transfer of the RHB Pay Anyone™/ RHB e-Ang Pow Payment into the recipient account maintained with any participating bank within the Interbank GIRO (IBG) network via <https://logon.rhb.com.my/payanyone>

“**RHB Mobile App Collection**” means the transfer of the RHB Pay Anyone™/ RHB e-Ang Pow Payment into the recipient account maintained with any participating bank within the Interbank GIRO (IBG) network via the RHB Mobile App collection module.

“**Privacy Policy**” means the Bank’s policies and principles pertaining to the collection, use and storage of personal information of existing and prospective individuals and entities dealing with the Bank as may be amended from time to time and made available at the Bank websites respectively or in such manner as the Bank deems appropriate.

“**You**” means the sender. The sender is the person who performs an RHB Pay Anyone™/ RHB e-Ang Pow Transaction and requests that an RHB Pay Anyone™/ RHB e-Ang Pow Payment to be made available for the recipient to collect.

15.71 You must accept and agree to these terms and conditions before you are able to use the RHB Pay Anyone™/ RHB e-Ang Pow Service. By successfully registering as RHB Internet Banking and/or Mobile Banking user and accessing to the Services thereto, it will be your acknowledgement and agreement that these terms and conditions are binding on you and constitute an agreement between you, the Customer, and us, RHB Bank Berhad and/or RHB Islamic Bank Berhad (“the Bank”), for such access and/or use.

15.72 The RHB Pay Anyone™/ RHB e-Ang Pow Service allows you to transfer funds to a recipient through a registered Malaysian mobile number, Email or Facebook account. Collection of such funds by the Recipient can be made via RHB Pay Anyone™/ RHB e-Ang Pow Web Collection or RHB Now Mobile Banking Application Collection. To be able to use the RHB Pay Anyone™/ RHB e-Ang Pow Service, you will need to:-

- i. be a customer of the Bank and be a valid RHB Now Internet Banking and/or Mobile Banking user;
- ii. have installed the RHB Now Mobile App on your smartphone;
- iii. have a valid and active personal current or savings account with the Bank;
- iv. comply to these terms and conditions.

15.73 RHB e-Ang Pow service is available only during the Chinese New Year festive season, **duration of service of which** is determined by RHB.



- 15.74 If you wish to carry out an RHB Pay Anyone™/ RHB e-Ang Pow transaction you must submit a transaction request to initiate the RHB Pay Anyone™/ RHB e-Ang Pow transaction through the RHB Now Mobile App, depending on the contact details provided by you, the Bank will then send a notification through Short Message Service (SMS), Email or Private Facebook Wall Post to the Recipient notifying them that an RHB Pay Anyone™/ RHB e-Ang Pow payment from you is available for their collection. To submit a transaction request, you will need to:-
- i. provide information as may be requested by the Bank (including the Recipients contact details); and
  - ii. receive a nine (9) digits Passcode from the Bank by SMS which is to be used by the Recipient to collect the payment amount in relation to the RHB Pay Anyone™/ RHB e-Ang Pow transaction. This Passcode will expire within three (3) days from time the transaction request is accepted by the Bank ("Validity Period"). This information is available upon submitting your transaction request, it is stated on the Transfer Details page.
- 15.75 Please ensure the information provided is accurate. Once the RHB Pay Anyone™/ RHB e-Ang Pow transaction request has been submitted you will not be able to withdraw, cancel or make any changes to your transaction request.
- 15.76 The Bank shall be entitled at its discretion to delay, block or refuse to process or to cancel any RHB Pay Anyone™/ RHB e-Ang Pow transaction request and shall not be required to give any reasons whatsoever for such delay, blockage, refusal and/or cancellation.
- 15.77 RHB Pay Anyone™/ RHB e-Ang Pow transaction will be processed to your account on the same day. Pending for the Recipient collection, your account will be earmarked for the amount of the payment ("Earmarked Amount"). The Earmarked Amount will be released back to your account at the end of three (3) days from the day the transaction request is accepted by the bank ("Validity Period"), if the Recipient does not collect the said RHB Pay Anyone™/ RHB e-Ang Pow Payment.
- 15.78 For RHB Pay Anyone™/ RHB e-Ang Pow Web Collection by the Recipient:-
- i. The Recipient would require a Passcode in order to collect the RHB Pay Anyone™/ RHB e-Ang Pow Payment.
  - ii. The Passcode is notified via SMS to you by the Bank upon confirmation of your RHB Pay Anyone™/ RHB e-Ang Pow transaction
  - iii. You must provide the Passcode via a call to the Recipient only. You must not:
    - a. Disclose the Passcode to any other person other than the Recipient;
    - b. Allow any other person than the Recipient to see, or overhear you providing the Passcode;
    - c. Record the Passcode anywhere that is liable to loss, theft or abuse;
  - iv. If the Passcode is provided to any person other than the Recipient, that other person may be able to collect the Recipient's RHB Pay Anyone™/ RHB e-Ang Pow Payment.
  - v. Upon providing the Passcode to the Recipient, the Recipient is then required to log on to <https://logon.rhb.com.my/payanyone> and complete the following fields:
    - a. Select Collection Method, whether by i) Mobile ii) Email or iii) Facebook based on the instruction received
    - b. Key in either i) Mobile Phone Number ii) Email Address or iii) Facebook ID
    - c. Key in the Passcode
    - d. Key in the banking account details they wish the RHB Pay Anyone™/ RHB e-Ang Pow Payment to be deposited into.
  - vi. If any of the above details are entered incorrectly, the collection of the RHB Pay Anyone™/ RHB e-Ang Pow Payment may be unsuccessful. All details entered by the Recipient on <https://logon.rhb.com.my/payanyone> must be correct and accurate. During the course of processing the RHB Pay Anyone™/ RHB e-Ang Pow Payment, the Bank does not and shall not be obliged to ensure the accuracy and/or the validity of the account number given by the Recipient.
  - vii. If the Recipient fails to collect the RHB Pay Anyone™/ RHB e-Ang Pow Payment within three (3) days from the day of transaction request is accepted by the bank, the Earmarked Amount shall be released back to your account, and the Recipient will not be able to collect the RHB Pay Anyone™/ RHB e-Ang Pow Payment subsequently.
  - viii. The Bank shall notify you via SMS upon every successful RHB Pay Anyone™/ RHB e-Ang Pow Payment. In the event that the Recipient fails to collect the RHB Pay Anyone™/ RHB e-Ang Pow Payment within three (3) days, the Bank shall also notify you for every uncollected RHB Pay Anyone™/ RHB e-Ang Pow Payment.
- 15.79 For RHB Now Mobile App Collection by the Recipient:-
- i. The Recipient would require a Passcode in order to collect the RHB Pay Anyone™/ RHB e-Ang Pow Payment.
  - ii. The Passcode is notified via SMS to you by the Bank upon confirmation of your RHB Pay Anyone™/ RHB e-Ang Pow transaction
  - iii. You must provide the Passcode via a call to the Recipient only. You must not:
    - a. Disclose the Passcode to any person other than the Recipient
    - b. Allow any person other than the Recipient to see, or overhear you providing the Passcode



- c. Record the Passcode anywhere that is liable to loss, theft or abuse
  - iv. If the Passcode is provided to any person other than the Recipient, that other person may be able to collect the Recipient's RHB Pay Anyone™/ RHB e-Ang Pow Payment.
  - v. Upon providing the Passcode to the Recipient, the Recipient is then required to download the RHB Now Mobile App from App Store or Play Store and select "RHB Pay Anyone™/ RHB e-Ang Pow" and complete the following fields:
    - a. Select Collection Method, whether by i) Mobile ii) Email or iii) Facebook base on instructions received;
    - b. Key in either i) Mobile Phone Number ii) Email or iii) Facebook ID;
    - c. Key in the Passcode;
  - vi. If any of the above details are entered incorrectly, the collection of the RHB Pay Anyone™ / RHB e-Ang Pow Payment may be unsuccessful. All details entered by the Recipient on RHB Now Mobile App Collection must be correct and accurate. During the course of processing the RHB Pay Anyone™/ RHB e-Ang Pow Payment, the Bank does not and shall not be obliged to ensure the accuracy and/or the validity of the account number given by the Recipient.
  - vii. If the Recipient fails to collect the RHB Pay Anyone™/ RHB e-Ang Pow Payment within three (3) days from the day of transaction request is accepted by the bank, the Earmarked Amount will be released back to your account, and the Recipient will not be able to collect the RHB Pay Anyone™/ RHB e-Ang Pow Payment subsequently.
- 15.80 You agree to advise the Recipient that you have provided the Bank with their mobile phone number / Email Address / Facebook ID for the purpose of notifying them of the RHB Pay Anyone™/ RHB e-Ang Pow Payment.
- 15.81 It is your responsibility to ensure that the details provided by you are correct otherwise your RHB Pay Anyone™/ RHB e-Ang Pow Payment may be unsuccessful or may be paid to an unintended person. The Bank will not verify that the details provided by you are correct.
- 15.82 If the Recipient intends to dispute any unsuccessful RHB Pay Anyone™/ RHB e-Ang Pow Payment and/or the collection amount of RHB Pay Anyone™/ RHB e-Ang Pow Payment, the Recipient must contact you directly.
- 15.83 The Bank is not liable for any loss to you or the Recipient as a result of:
- i. You disclosing the Passcode to any person other than the Recipient. YOUR PASSCODE IS CONFIDENTIAL TO YOU AND SHOULD NOT BE SHARED WITH ANY OTHER PERSON OTHER THAN THE RECIPIENT. YOU ARE CAUTIONED AGAINST SENDING RHB PAY ANYONE™ / RHB E-ANG POW PAYMENT TO ANY UNKNOWN PERSON. IN NO EVENT SHALL RHB BANK BE LIABLE IF YOU COMMUNICATE PASSCODE TO ANY PERSON OTHER THAN THE RECIPIENT.
  - ii. You failing to provide the Passcode to the Recipient.
  - iii. You failing to understanding how to operate / utilize this service or fail to exercise due care in ensuring the security of the Passcode and other information.
- 15.84 The Bank is NOT liable for any loss(es) or damages suffered by any person resulting from:-
- i. Any failure or delay by you to provide the Recipient with the correct Passcode for RHB Pay Anyone™/ RHB e-Ang Pow Payment collection;
  - ii. If any person other than the Recipient becomes aware of the Passcode other than as a result of the fraudulent or negligent conduct of the Bank's employees or agents;
  - iii. If the Passcode entered by the Recipient when collecting the RHB Pay Anyone™/ RHB e-Ang Pow Payment is incorrect;
  - iv. If the Bank delays, blocks or refuses to process an RHB Pay Anyone™/ RHB e-Ang Pow Payment for any reason; and
  - v. IN NO EVENT SHALL THE BANK BE LIABLE FOR NON-DELIVERY OR DELAY OF ANY NOTIFICATION MESSAGE TO YOU OR THE RECIPIENT.
- 15.85 The transaction amount that may be transferred by you (whether pursuant to a single or multiple transaction requests) is subject to an aggregate maximum daily limit of RM 1,000.00 only. This maximum daily RHB Pay Anyone™/ RHB e-Ang Pow limit is a sub-limit of the Bank's Interbank GIRO (IBG) limit. This is the maximum allowable limit and this limit will be reset at midnight (Malaysian time) daily. The Bank may, in its discretion, alter any limit or impose additional limits on the transaction amount(s) that may be transferred by you, whether on a per transaction basis or and aggregated basis, by giving prior notice to you.
- 15.86 You acknowledge and agree that for the purpose of the RHB Pay Anyone™/ RHB e-Ang Pow Service, the RHB Now Mobile App will be accessing and using the information in your Facebook account and/or the contact details (for example Recipient name, mobile phone number, email address) stored on your mobile phone, and you hereby consent the Bank to access and use such information for the provision of the RHB Pay Anyone™/ RHB e-Ang Pow Service and authorize the Bank to contact your designated Recipient(s) using such information (including through private Facebook wall post via your Facebook account) on your behalf.





- 15.87 The Bank reserves the right to impose charges of RM 0.50 or to revise at any time such charges for the use of the RHB Pay Anyone™/ RHB e-Ang Pow Service and/or the Application upon written notification to you. Such charges or revisions shall take effect from the date stated in the notice. Where you continue to use the RHB Now Mobile App or submit any transaction request after such notification, you shall be deemed to have agreed to and accepted such charges or revision to such charges.
- 15.88 SMS Transmission in relation to RHB Pay Anyone™ / RHB e-Ang Pow
- i. The Bank and/or its service provider is not responsible for and does not have any control whatsoever on the SMS traffic congestion, network failure and/or interruptions that may be experienced by your respective mobile network service provider during the process of sending SMS to you which may result in the non-delivery or delay of SMS transmission after your request for the RHB Pay Anyone™/ RHB e-Ang Pow transaction.
  - ii. You are responsible to ensure that your contact details as well as the Recipient's (in the case of RHB Pay Anyone™/ RHB e-Ang Pow Payment) are updated, accurate and complete, failing which, the Bank and/or its service provider shall not be liable for non-receipt of SMS after your request for the RHB Pay Anyone™/ RHB e-Ang Pow transaction.
  - iii. The Bank and/or its service provider shall not be held liable or responsible if your and/or your Recipient's mobile network service provider is unable to support receiving any SMS from the Bank due to any reason whatsoever and you are responsible to ensure that your and/or your Recipient's (for RHB Pay Anyone™/ RHB e-Ang Pow Payment) mobile network service provider are able to support receiving SMS messages from the Bank and/or its service provider before using the RHB Pay Anyone™/ RHB e-Ang Pow Services
- 15.89 Indemnity  
You agree and acknowledge that the Bank does not make any warranties or representations of any kind whatsoever with respect to the RHB Now Mobile App and/or RHB Pay Anyone™/ RHB e-Ang Pow Service provided by the Bank, whether express or implied and not be responsible or liable for any loss whatsoever howsoever arising whether in tort, contract or indemnity, in relation to the provision herein whether suffered by you or any other person.

#### **RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya – for Recipients**

These RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Payment collection terms and conditions govern your use via RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Web Collection or RHB Now Mobile App Collection to collect an RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Payment made to you by the Sender.

- 15.90 Definitions and Interpretation The following terms and expressions shall have the meanings assigned to them unless the context otherwise requires:-

**“Passcode”** means a list of numeric digits provided to you by the Sender in order to facilitate your RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Payment collection.

**“The Bank”** means RHB Bank Berhad (Company No: 6171-M) and/or RHB Islamic Bank Berhad (Company No: 680329-V), a company incorporated in Malaysia pursuant to the Companies Act 1965 and licensed to conduct banking business under Financial Services Act 2013 and/or Islamic Financial Services Act 2013, having its registered office at Level 9, Tower One, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur and includes its subsidiaries, successors-in-title and assigns and where applicable, any one of them

**“Sender”** means the person who performs an RHB Pay Anyone™/ RHB e-Ang Pow transaction and requests that an RHB Pay Anyone™ Payment to be made available for you to collect”

**“RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Service”**, a service by which the Sender requests the Bank to make available a payment for you to collect via RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Web Collection or RHB Now Mobile App Collection.

**“RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Payment”** means a transaction for the transfer of funds by the Sender from the Sender's account maintained with the Bank to you using the RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Service.

**“RHB Pay Anyone™/ RHB e-Ang Pow Web / RHB e-Duit Raya Collection”** means the transfer of the RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Payment into your account maintained with any participating bank within the Interbank GIRO (IBG) network via <https://logon.rhb.com.my/payanyone>

**“RHB Now Mobile App Collection”** means the transfer of the RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Payment into your account maintained with any participating bank within the Interbank GIRO (IBG) network via the RHB Now Mobile App Collection module.





“**Privacy Policy**” the Bank’s policies and principles pertaining to the collection, use and storage of personal information of existing and prospective individuals and entities dealing with the Bank as may be amended from time to time and made available at the Bank websites respectively or in such manner as the Bank deems appropriate.

“**You**” means the recipient of an RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Payment who receives a Short Messaging Service (“SMS”), Email or Private Facebook Wall Post from the Bank notifying that an RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Payment is available for collection via RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Web Collection or RHB Now Mobile App Collection.

#### 15.91 Collection of RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Payment

- i) You will be notified that an RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Payment is available for you to collect either by a SMS / Email / Private Facebook Wall Post, sent to you by the Bank. The Bank will use all reasonable endeavours to send this SMS / Email / Private Facebook Wall Post, as soon as possible after the Sender have performed the RHB Pay Anyone™/ RHB e-Ang Pow transaction. However, the Bank is not liable for any delay in sending this SMS / Email / Private Facebook Wall Post to you.
- ii) For you to collect an RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Payment, the Sender must advise you on the collection instructions including a Passcode via a call to you.
- iii) To collect the RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Payment via RHB Pay Anyone™/ RHB e-Ang Pow Web Collection or RHB Now Mobile App Collection, you must enter:
  - a. The Passcode;
  - b. Your mobile phone number / Email / Facebook ID;
  - c. The details of your account number that you wish the RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Payment to be deposited into.
- iv) If you do not enter the information required as specified in Clauses 3 (c), your collection of the RHB Pay Anyone™/ RHB e-Ang Pow Payment may be unsuccessful.
- v) All details entered by you must be correct. In processing the RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Payments made via RHB Pay Anyone™/ RHB e-Ang Pow Web Collection or RHB Now Mobile App Collection, the Bank does not and shall not be obliged to check that the account number entered by you is accurate and/or matches the account name or details provided. To the extent permitted by law, the Bank is not liable for any loss(es) or damages arising from any error in instructions given by you resulting in your non-receipt of the RHB Pay Anyone™/ RHB e-Ang Pow Payment.
- vi) You must successfully collect the RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Payment within three (3) days from transaction date as indicated here in the terms and conditions as the (“Validity Period”). If you do not successfully collect the RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Payment within the Validity Period, the request for the RHB Pay Anyone™/ RHB e-Ang Pow Payment shall automatically lapse and the funds will remain the property of the Sender. You will not be able to collect the RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Payment after the Validity Period.
- vii) Prior to the processing of your collection of the RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Payment by the Bank, the funds which are the subject of a RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Payment remains at all times the property of the Sender, and the Bank may cancel the authority for you to collect the RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Payment at any time prior to processing.
- viii) If your collection of the RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Payment via RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Web Collection or RHB Now Mobile App Collection is successful, the RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Payment is credited into your designated bank account via Interbank GIRO (IBG).
- ix) You must not:
  - a. Disclose the Passcode to any other person; or
  - b. Record the Passcode anywhere that is liable to loss, theft or abuse.
- x) The Bank is not liable:
  - a. For any failure or delay by the Sender to provide you with the correct transaction data to collect the RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Payment (including the Passcode);
  - b. If any other person becomes aware of the Passcode;
  - c. If the Passcode or account details entered by you are incorrect;
  - d. If RHB Bank cancels the RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Payment prior to the processing of your collection;
  - e. If RHB Bank delays, blocks or refuses to process the RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Payment for any reason.
- xi) You must contact the Sender if the RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Payment is not available for you to collect or you wish to dispute the amount of the RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Payment.

#### 15.92 Consent to Process Personal Information



- i. The Bank is collecting your personal information (for example your mobile phone number, email address, Facebook ID and/or bank account details) to enable it to process your collection of the RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Payment. Without this information the Bank may not be able to process your collection of the RHB Pay Anyone™ / RHB e-Ang Pow / RHB e-Duit Raya Payment.
- ii. You hereby agree and consent to the holding, collection and use of all personal data provided to the Bank from the public domain, as well as personal data that arises as a result of the provision of the RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Payment service to you in accordance with the Privacy Policy of the Bank as may be amended from time to time.

#### 15.93 Indemnity

You agree and acknowledge that the Bank does not make any warranties or representations of any kind whatsoever with respect to the RHB Now Mobile App and/or RHB Pay Anyone™/ RHB e-Ang Pow / RHB e-Duit Raya Service provided by the Bank, whether express or implied and not be responsible or liable for any loss whatsoever howsoever arising whether in tort, contract or indemnity, in relation to the provision herein whether suffered by you or any other person.

#### RHB Pay Anyone™ with Siri Voice Command Feature

- 15.94 If you own an Apple iPhone with iOS version 10 and above, the Siri Voice Command feature to initiate RHB Pay Anyone™ fund transfer via mobile will be available to you. Instead of manually keying in beneficiary details, Siri will allow you pre-fill mandatory information into RHB Pay Anyone™ using voice commands. The pre-filled information is editable in the event you wish to change the details at the preview page.
- 15.95 The beneficiary's name mentioned through Siri:
  - i. Will be an extract matched to your Contact List.
  - ii. The matched Contact Name and first mobile number on the list of the Contact's mobile numbers will be populated to RHB Pay Anyone™ via mobile entry page.
- 15.96 To complete the transaction, you need to login to RHB Now Mobile Banking App by entering the Username and Password. You are to check and verify the information and enter the OTP at the preview page to submit the fund transfer.
- 15.97 The populated details will be utilized for the particular transaction only and will not be stored in the RHB Now Mobile Banking App.
- 15.98 It remains your responsibility to ensure confidentiality of all information whilst using the voice command feature. You are advised to take the necessary precautions when using this voice command feature service, especially in public areas as you would indirectly be disclosing personal information or payment details.
- 15.99 These terms and conditions shall be read together with the Terms and Conditions of RHB Pay Anyone™ from Clauses 14.70 to 14.93. In the event of any inconsistency between these terms and conditions and those contained in Clauses 14.70 to 14.93, these terms and conditions shall prevail for purpose relating to RHB Pay Anyone™ with Siri Voice Command feature.

#### 16. Cheque Deposit Machines or Deposit Boxes

- 16.1 We are authorised to accept the depositing of cheques into the Account by way of cheque deposit machines/fast cheque deposit boxes provided by us accompanied with the prescribed envelope and/or deposit forms provided by us(if applicable). Any receipts printed by the cheque deposit machine/fast cheque deposit boxes shall constitute sufficient evidence that the cheque(s) were deposited in the said machine and you shall not hold us responsible or liable if any cheque(s) was/were not enclosed in the prescribed envelope or the deposit form was not filled out in full with the relevant information or if the prescribed form is wrongly filled out with the incorrect account number, name or otherwise or if the account number, name or amount is wrongly keyed in on the cheque deposit machine/fast cheque deposit boxes.
- 16.2 If the cheque(s) deposited through the cheque deposit machines/cheque deposit boxes, where applicable, are not accompanied by the prescribed envelope and/or the cheque deposit slip and/or the name and/or the account number of the payee is not written or filled out on the cheque deposit slip and/or on the back of the cheque(s) and/or the envelope is not sealed and or the cheque(s) is/are not deposited into the relevant boxes and/or there are discrepancies between the name and account number on the cheque deposit slip and the cheque(s) that is/are being deposited or the account number, name and/or amount is wrongly keyed in on the cheque deposit machine or the cheque is a "Cash" cheque, then we have the right to exercise our discretion whether or not to collect the said cheque(s).

#### 17. IBGs, FTTs and Remittances

- 17.1 We shall be at liberty on your behalf to make use of any of our branches, correspondents, agents, subagents or other agencies in issuing its demand draft, cashier's order, Interbank GIRO (IBG) or affecting our telegraphic transfer pertaining to this application. All the usual banking charges and fees will be deducted from the amount remitted.
- 17.2 Encashment of the demand draft or payment of the transferred fund is subject to any rules and regulations of the country where the draft is to be encashed or payment is to be made.



- 17.3 A request for a replacement of the demand draft or cashier's order, IBG before the expiry date or a refund of the transferred fund by us shall be made only at our discretion and be subjected to the compliance of these terms and conditions as may from time to time be required by us. We reserve the right to impose a fee on any cancellation/refund of the remittance item and the amount is subject to changes with prior notice to you.
- 17.4 For Transfer of Funds via RENTAS (Real Time Electronic Transfer of Funds and Securities) only:
- 17.5 We reserve the right to impose an administrative cost for any request made by you to correct/retract payments (on best effort basis) through RENTAS.
- 17.6 All charges imposed by the receiving bank for rectifying and/or returning RENTAS payments with incorrect/insufficient payment details shall be borne by you. The present administrative charge under the RENTAS operational rules is RM 200.00 which may be amended from time to time with prior notice to you.
- 18. Western Union Money Transfer® Service**
- 18.1 RHB Western Union® Money Transfer<sup>SM</sup> transactions can be sent and picked up at most locations of Western Union® service providers in Malaysia (Service Providers) and Western Union agents, including those outside Malaysia (Agents). Customers may call the number listed for the address and hours of nearby locations. Some locations are open 24 hours.
- 18.2 Regular money transfers are usually available within minutes for pick up by the receiver, subject to the opening hours of the receiving Service Provider/Agent location. The Next Day/2 Day and account-based money transfer services are available upon request to limited countries/territories. The money sent using the Next Day/2 Day money transfer service will be available for collection within 24 and 48 hours respectively. Account-based transfers generally take up to 5 business days, though transfers to mobile wallets are often available within minutes. Exceeding amount limitations, regulatory restrictions or other restrictions in certain countries/territories may delay the transaction. Western Union does not act as the agent or representative of any bank for any purpose and does not accept deposits on behalf of any bank. Call the number below for details.
- 18.3 Money transfers will normally be paid in cash, but some Service Providers/Agents may pay by cheque or a combination of cash and cheque or may offer or the receiver may choose other ways to receive funds and some money transfers may be paid to accounts. All cash payments are subject to availability, receivers showing documentary evidence of their identity and providing all details about the money transfer required by Western Union, including sender's and receiver's names, country/territory of origin, approximate sum, MTCN and any other conditions or requirements applicable at the Service Provider/Agent location. The sender authorizes Western Union to honor the receiver's choice of method to receive funds even if it differs from the sender's. Cash money transfers shall be paid to the person that Service Providers/Agents deem entitled to receive the transaction after verification of identity often through examination of identification documents. Such payment can be made even when the form filled out by the receiver contains minor errors. Neither Western Union nor its Service Providers/Agents carry out a comparison of the "To Send Money" form against the "To Receive Money" form to verify the address given for the receiver. In some destinations the receiver may be required to provide identification, a test question answer or both to receive funds in cash. Test questions are not an additional security feature and cannot be used to time or delay the payment of a transaction and are prohibited in certain countries/territories.
- 18.4 Applicable law prohibits money transmitters from doing business with certain individuals and countries/territories. Western Union is required to screen all transactions against lists of names provided by the governments of the countries/territories in which we do business, including the US Treasury Department's Office of Foreign Assets Control (OFAC) and the European Union. If a potential match is identified, Western Union researches the transaction to determine if the name matched is the individual on the relevant list. On occasion, customers are required to provide additional identification or information, delaying transactions. This is a legal requirement for all transactions processed by Western Union (inclusive of transfers that originate and terminate outside of the US).
- 18.5 TRANSFER FEES - Written information explaining how Western Union charges the sender for making a money transfer will either be displayed prominently at the Service Provider/Agent location or shown to the sender prior to completion of the payment order. Unless applicable law in the destination country/territory requires otherwise, the sender will bear all fees for the money transfer. In certain cases, payment of a money transfer may be subject to local taxes and service charges.
- 18.6 FOREIGN EXCHANGE - Money transfer payments will normally be made in the currency of the destination country/territory (in some countries/territories payment is available only in U.S. dollars or other alternate currency). In addition to the transfer fee applicable to each transfer and if the currency which the sender presents to a Service Provider/Agent is not the currency to be received by the receiver, all currency is converted at Western Union's then current rate of exchange. The currency will be converted at the time of transfer and the receiver will receive the foreign currency amount shown on the transaction form. In a few countries/territories local regulations require the currency to be converted at the time the receiver is paid, in which case the exchange rate and any amounts shown on the transaction form may be subject to exchange rate fluctuations between the time of transfer and the time the receiver collects the funds. Western Union calculates its rate of exchange based on commercially available interbank rates plus a margin. Most rates of exchange are adjusted several times daily in line with the relevant closing rate of global financial markets. The exchange rate applied may be less favourable than some publicly reported commercial exchange rates used in transactions between banks and other financial institutions. Any difference between the currency exchange rate offered to customers and the



- currency exchange rate received by Western Union will be kept by Western Union (and, in some instances, its Service Providers/Agents) and us in addition to the transfer fees. Additional information about exchange rates for specific destination countries/territories can be obtained by calling us or at [www.westernunion.com](http://www.westernunion.com).
- 18.7 Sending and receiving in countries/territories that provide payment in multiple currencies: Senders must select the currency of payment at the time the send money transaction is made. The transfer fee and the money we and Western Union (or its Service Providers/Agents, mobile phone or account provider) makes when it changes the funds into foreign currency may vary based upon the payment currency selected. In some countries/territories it is possible to decide to receive the funds in a currency different from the one that the sender selected. Western Union (or its Service Providers/Agents, mobile phone or account provider) may make additional money when your funds are converted into the currency selected by the receiver.
- 18.8 SPECIAL SERVICES
- 18.9 TELEPHONE NOTIFICATION to the receiver that the money transfer is available for pick up is offered in most countries for an additional fee. MESSENGER DELIVERY of a cheque or a bank draft is available in some countries/territories to selected destinations for an additional fee. SUPPLEMENTAL MESSAGES may be included for an additional fee with money transfers sent to most countries/territories.
- 18.10 SMS – Where available, Western Union offers free SMS notification to indicate that the transaction has been collected by the receiver (for the sender) or that funds are available for collection (for the receiver). Charges applied by the service provider are the exclusive responsibility of the sender or receiver. If permitted by applicable law, the SMS will be sent to the sender's and/or receiver's mobile number they have provided. Western Union will send SMS messages to a third party gateway for delivery. Western Union is not responsible for undelivered SMS or technical malfunctions that occur outside of its proprietary systems.
- 18.11 ACCOUNT BASED TRANSFERS – Where available, the receiver may incur additional fees for receiving the sender's funds through a mobile telephone or to a bank or other account. Transfers should be sent to a local (receiver) currency account, otherwise the receiving institution may convert the funds at its own exchange rate or reject the transaction. The receiver's agreement with its mobile phone service, mWallet, bank or other account provider governs the account and determines their rights, liability, fees, funds availability and account limitations. In the event the account number provided (including mobile phone numbers for mobile accounts) does not belong to the named receiver, the transfer will be credited to the account number provided by the sender. We and Western Union may make money from fees associated with use of an account. Western Union accepts no responsibility to the sender nor to any account holder for any fees, exchange rates used for conversion to non-local currency, acts or omissions of the destination or intermediary financial service providers.
- 18.12 REFUND - We will refund the principal amount of a money transfer (at the applicable exchange rate described herein in effect at the time the refund is made) upon the written request of the sender if payment to the receiver is not made or credited within 45 days. Transfer fee refunds are made upon sender's written request if the money transfer is not available to the receiver within the time specified for the selected service, subject to the business hours of, and availability of funds at, the location selected for payment and other conditions, including, without limitation, conditions beyond the control of Western Union or its Service Provider/Agents, such as inclement weather or telecommunications failure. Transfer fees are not refunded if the transfer is stopped at the sender's request. Payment of some money transfers may be delayed as a result of the application of United States or other applicable laws. To the extent allowed by law, we may deduct an administrative charge from money transfers that are not picked up within one year of the send date.
- 18.13 LIABILITY – NEITHER WE NOR WESTERN UNION GUARANTEE THE DELIVERY OR SUITABILITY OF ANY GOODS OR SERVICES PAID FOR BY MEANS OF A MONEY TRANSFER. THE SENDER'S TRANSACTION DATA IS CONFIDENTIAL TO HIM AND SHOULD NOT BE SHARED WITH ANY OTHER PERSON OTHER THAN HIS RECEIVER. THE SENDER IS CAUTIONED AGAINST SENDING MONEY TO ANY PERSON HE DOES NOT KNOW. IN NO EVENT SHALL WE, WESTERN UNION OR ANY OF ITS SERVICE PROVIDERS/AGENTS BE LIABLE IF THE SENDER COMMUNICATES TRANSACTIONAL DATA TO ANY PERSON OTHER THAN HIS RECEIVER. IN NO EVENT SHALL WE, WESTERN UNION OR ANY OF ITS SERVICE PROVIDERS/AGENTS BE LIABLE FOR DAMAGES FOR DELAY, NONPAYMENT OR UNDERPAYMENT OF THIS MONEY TRANSFER, OR NON-DELIVERY OF ANY SUPPLEMENTAL MESSAGE, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF THEIR EMPLOYEES OR AGENTS OR OTHERWISE, BEYOND THE SUM EQUIVALENT TO US\$500 (IN ADDITION TO REFUNDING THE PRINCIPAL AMOUNT OF THE MONEY TRANSFER AND THE TRANSFER FEE). IN NO EVENT WILL WE, WESTERN UNION OR ITS SERVICE PROVIDERS/AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT LIMIT OUR, WESTERN UNION'S OR SERVICE PROVIDER'S/AGENT'S LIABILITY FOR DAMAGES RESULTING FROM OUR, WESTERN UNION'S OR SERVICE PROVIDER'S/AGENT'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT IN THOSE JURISDICTIONS WHERE SUCH A LIMITATION OF LIABILITY IS VOID. NEITHER WE NOR WESTERN UNION SHALL BE LIABLE TO YOU FOR ANY COSTS, EXPENSES, LOSSES OR DAMAGES WHATSOEVER ARISING FROM THE TRANSFER OR DISCLOSURE OF INFORMATION (AS DEFINED BELOW) WHETHER BY REASON OF ANY MISSTATEMENT, OMISSION, DELAY OR ANY OTHER MATTER IN CONNECTION THERETO WHATSOEVER.
- 18.14 When a Service Provider/Agent accepts a cheque draft, credit or debit card or other non-cash form of payment, neither we, Western Union nor the Service Provider/Agent assumes any obligation to process





- or pay the money transfer if the form of payment is uncollectible, nor do they assume any liability for damages resulting from nonpayment of the money transfer by reason of such uncollectibility. We reserve the right to change these terms and conditions or the offered service without notice. We, Western Union and its Service Providers/Agents may refuse to provide service to any person.
- 18.15 DATA PROTECTION – Your personal information is controlled by and processed by RHB Bank and Western Union under applicable laws. We use personal information you provide to us when using our products and services, as well as other information that is collected or generated during our relationship with you. This includes information from other services like money transfers, bill payments, loyalty or membership program details, previous use of our services history, and marketing choices. This information is used to provide you with the services you have asked for and for activities such as administration, customer service, anti-money laundering, compliance and legal duties, to validate your details, to help us understand our consumers by doing analysis and research of the information we hold, to help prevent and detect fraud, debt and theft, to help us improve our products, services and operations, and, subject to your choices, send you commercial communications by email, telephone, post, SMS and by any other relevant channel.
- 18.16 RHB Bank and Western Union may use, collect from and share with other businesses that work with us, information from other products and services and convenience and/or rewards programs for which you have registered. This information may be used for any of the purposes in this section. We will hold and retain the information that you give us about another person including the details of the receiver of our services in order to execute the transaction. Prior to providing this information you are obliged to notify and secure authorisation from the other person on our use of this information as set out in this section. The provision of this information is optional information, but needed to execute the transaction and provide these services to you. Without it, RHB Bank and Western Union is unable to execute the money transfer or payment service, facilitate convenience activities or other requested services.
- 18.17 We may provide the information we hold to parties located in countries/territories other than the country in which the information originally was collected or created, including to Western Union affiliates in the United States, for the purposes set out in this section. The categories of data transferred include personally identifiable information, contact details and information relating to the money transfer, transaction history, and any other information supplied by you. We may also provide the information to other organisations and authorised service providers, including those that help us run our business, if there is a reasonable need to do so, to carry out or aide the money transfer, future services, or for any of the reasons or uses set out in this section. We may add to information you provide with information from other businesses or individuals, including information to validate the accuracy of your information provided by you. Western Union (and global affiliates) and RHB Bank may disclose your personal information, including without limitation your name, customer ID number, address and bank account information, (i) if we are required to do so by domestic or foreign law or legal process or (ii) to law enforcement authorities or other government officials (including those in this country/territory, the United States or elsewhere) for purposes such as detecting, investigating, prosecuting and preventing crimes, including money laundering and related criminal activity, and the recipients may further disclose the information for these and other related purposes.
- 18.18 The Information we hold may be accessed by Western Union, RHB Bank and our affiliates including any authorized third party services providers for any of the reasons set out in this section or for other purposes to which you have agreed.
- 18.19 You have a right to ask us to see and get a copy of your information for which we may charge a small fee. You can also correct, erase or limit our use of the information which is incomplete, inaccurate, or out-of-date. You may object at any time on legitimate reasons to the use of your information, where the processing is not required to complete the service, or required by a law or regulation. If you wish to exercise these rights or no longer wish to receive commercial communications from Western Union, please contact RHB Bank.
- 18.20 CONTRACT AND CUSTOMER RELATIONS - Our contract is with the sender. We have no obligations to any other party, such as a party the sender sends funds on behalf of. If you are not satisfied with the service you should telephone us. A representative will investigate your concerns fairly and speedily.
- 18.21 The RHB Western Union Money Transfer Service is provided by RHB Bank and supported outside of Malaysia by Western Union Financial Services, Inc., an American company (for commercial services transactions) and Western Union International Limited, an Irish company (for money transfers), through a network of authorised Service Providers/Agents and representatives.

## D. GENERAL

### 19. Fees, Charges and Taxes

- 19.1 We are entitled, from time to time, with a minimum of twenty one (21) calendar days' notice as prescribed in Clause 19 below, to levy such fees and charges, or vary existing fees and charges, for the access and/or use of the Service or items provided in the Website, in accordance with any applicable rules, regulations or other directives imposed by any relevant authorities. Continued access and use of the Service or Product or items provided in the Website shall be considered your acceptance of such fees and charges.
- 19.2 The fees and charges stated above relate only to the access and use of the Service or Product or the Website provided thereunder. You may also be liable for any other fees or charges imposed by us for transactions and instructions made under or pursuant to this Service or Product or the Website (including





- the charges, administrative charges, processing fees, interest/profit charges, etc.) and which are payable to us under the standard terms and conditions or under any other applicable agreements, terms, conditions or procedures determined by us from time to time.
- 19.3 You further agrees to pay all taxes, levies, stamp duties and governmental charges which arise from the access and use of the Service or the Website.
- 19.4 Please be reminded that we has the right to automatically debit your Account(s) for all fees and charges for the access and use of the Service or the Website, and any governmental fees, taxes, levies and/or stamp duty, and also any other fees and charges payable on the transactions performed by you from time to time, herein mentioned. We shall not be obligated to notify you or to obtain your consent prior to any debit made by us.
- 19.5 Please also be reminded that in the event the Account is overdrawn as a result of our exercise of its right to automatically debit the Account, the amount for which the Account is overdrawn including interest and any other bank, administrative or other charges imposed by us is a debt due and payable to us, which shall attract the usual overdraft facility interest and penalty rates.
- 19.6 We have the right to impose and deduct from your Account the following:-
- i. costs, fees and charges, including the usual bank charges, commissions, stamp duty on the transactions performed and for the services provided by us at such rates as may be applicable from time to time;
  - ii. any service charges on your Account and on the services in accordance with the rules of any body/association/regulatory authority or the Bank;
  - iii. withholding or other taxes, levies or charges whatsoever chargeable on or for any transactions or services or on any amount or interest due to you now or in the future imposed by law or required to be charged; and
  - iv. all legal expenses incurred for the recovery of any of your indebtedness under any credit facilities or account with us.
- 19.7 If deductions cannot be made, such sums with interest thereon at the rate determined by us (to be calculated from the date such sum is incurred by us) shall be paid to us when requested.
- 19.8 We have the right to impose and/or vary such fees and charges from time to time with prior notice to you and they shall become effective on such date as we may elect to adopt. However any change in interest rate will be notified at least twenty one (21) calendar days prior to the effective date of implementation. At our discretion, notice of such additions or amendments or variations may be effected in the manner prescribed in Clause 32 below.
- 19.9 Details of our fees and charges can be accessed from our Website at [www.rhbgroup.com](http://www.rhbgroup.com) and you agree to be bound by our fees and charges, which form part of these Terms and Conditions. Our fees and charges are also available on request from our branches or any other delivery channel of the Bank.
- 19.10 You shall bear all professional fees, taxes (including but not limited to service tax or Goods and Services tax), and out-of-pocket expenses incurred and any other fees, expenses or recourse in respect of the Account.

## 20. Waiver

- 20.1 If we fail to or neglect to enforce any terms, provisions or remedies under these terms and conditions or otherwise in relation to the Account and/or service for whatever reason, we shall neither be construed as having waived our rights to any preceding, continuing or subsequent breach of the same or any other provisions stated in these terms and conditions.

## 21. Representations and Warranties

- 21.1 Except as specifically provided within this document and to the fullest extent permitted by law, you understand and agree that the use of the Services and all information, products and other Content (including that of third parties) included in or accessible from the Services is at your risk and is made available to you strictly for the personal access and use. The Services is provided on an "as is" and "as available" basis. We and the Service Provider expressly disclaim all and any warranties, representations, guarantees or endorsements, whether express or implied, oral or written, including without limitation to warranties for merchantability, fitness for a particular purpose, accuracy, quality, precision, adequacy, security, availability, reliability, timeliness, non-infringement and/or completeness of any product, service, information, Content or any other (including third party products, services, information and Content) contained in the Website or made available to you under or pursuant to the Services or these terms and conditions or the performance, use and operation of any of the foregoing. We and the Service Provider make no warranty that (i) the Service will meet your requirements, (ii) the Service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, or (v) any errors in the technology will be corrected (vi) the Service will not be suspended, terminated or cancelled due to any reason whatsoever.
- 21.2 You agree that you have placed no reliance on any representation, warranty or guarantee made by us save and except for those representations, warranties or guarantees which have been expressly stated under these terms and conditions. Any representations, whether written or oral, given by any of our officer or representative shall be void and have no legal effect whatsoever.
- 21.3 For the avoidance of doubt, this Clause shall survive the expiration or termination of these terms and conditions for any reason.



## 22. Indemnity, Limitation of Liability and Force Majeure

- 22.1 You shall be liable to and fully indemnify us, our employees and agents against any claims, liability, penalties, proceedings, loss, suits, damage and costs (including all legal costs) incurred and/or suffered by us arising from:
- i. the access granted to the Services provided by us;
  - ii. us enforcing any of our rights against you;
  - iii. our acceptance of any instruction and/or notice given by you to us (notwithstanding such instructions may be fraudulent or unauthorised);
  - iv. the result of the rectification, return or refund of payments by the receiving bank pursuant to the request of us/you or otherwise in enforcing the terms of the indemnity obligations for remittance, FTT and IBG
  - v. any act or omission or misuse or the breach of any of these terms and conditions by you in respect of the Services provided;
  - vi. Any intellectual property right or proprietary right infringement claim made by a third party against us in connection with your use and access of the Services and/or purchase of product; and/or
  - vii. Our complying with any Court judgment or any Court Order, or any decree or directive or order whether or not having the force of law issued by any legally constituted tribunal body entity or authority, arising from any Court actions or Court proceedings or from any other proceedings actions or claims other than that of a Court and which are applicable to or directed to or in any way related to you, and/or the Account of whatsoever description which is/are maintained with you, and/or any information particulars or matters contained in the Account.
- 22.2 We and the Service Provider (where applicable) and our respective affiliates, account providers or any of their affiliates shall not be liable to you or any third party for any expenses, costs, loss and/or damages suffered, either direct or indirect, exemplary, consequential, incidental, punitive, special losses or damages, or loss of income, profits or goodwill, use, data or other intangible losses (including those of any third parties). You shall discharge us from all liabilities whatsoever and howsoever which shall have arisen directly or indirectly out of or in connection with the access to, maintaining of, any use or purported use whatsoever of our Services/facilities and/or the Card/PIN/password by you or any other person or as a result of any act or omission or the breach of any of these terms and conditions by you.
- 22.3 In the event that we incur liability or at your request, we shall have the right to keep possession over any funds, securities, monies standing to your credit and other valuables deposited with us or to be deposited with us (whether deposited by way of security, safe custody or for any other specific purpose) belonging to you, and we shall have the right to retain such funds, monies or securities and other valuables or any part thereof and even dishonour any cheques drawn or any withdrawals made by you from the Account until the liability is settled.
- 22.4 We shall not be liable for any lost profits, loss of business, loss of use, loss of goodwill, lost savings or other consequential, special, incidental, indirect, exemplary or punitive damages suffered by you by reason of any delay in performance or non-performance or breach of any of our obligations whether arising from any gross negligence, breach of these terms and conditions or howsoever.
- 22.5 Where it involve executing the application with regards to IBG, Remittance and FTT, we or any of our correspondents or agents shall not be held liable for mutilation, interruptions, omissions, errors, delays or from its misinterpretation when received through wire, cable, telex or mail or through any cause. We may send any message relative to this transfer in explicit language, code or cypher as we deem fit. For IBG instructions, the account number will be the point of reference between the originating bank and receiving bank.
- 22.6 You are required to declare that all information given and communications, either in written and/or signed document and/or electronically transmitted through Internet Banking and Mobile Banking, is true and correct and in compliance with the Exchange Control Act 1953 and the Central Bank of Malaysia Act 1958. Our records of all and any communications by you, including during or pursuant to the use and access to the Internet Banking and/or Mobile Banking in any form or medium (including electronic information storage media) shall be accepted as conclusive evidence. You shall also be fully responsible for any inaccurate, untrue or incomplete information provided as we will be authorised to disclose the information available to Bank Negara Malaysia in compliance with the Exchange Control Act 1953 and the Central Bank of Malaysia Act 1958.
- 22.7 You shall not hold us responsible for any loss or damage which you may suffer directly or indirectly relating to any service, due to any reason whatsoever including but not limited to breakdown or malfunction of the computer, its terminal connection lines, data processing system or transmission line or any other equipment whether or not belonging to us, attempted or actual acts of terrorism, outbreak of epidemics, acts of God or any circumstances caused by force majeure.
- 22.8 This indemnity shall continue notwithstanding the termination of any Service and/or closure of the Account.

## 23. General Notices

- 23.1 At our discretion, we may give any communication or notice to you through any modes or methods as we deem appropriate including without limitation by post, by notification in the mass media, by posting the notice in our branches, by inserting the notice into the periodic statement of account, by electronic transmission (including via facsimile, mobile phones, other devices or the internet) or by posting at our Website or at ATM or other terminals under our control.



- 23.2 Such notices or communications from us shall be deemed to have been made on the date stipulated in the notice or publication and/or the date of posting to your last known address and/or sending or transmitting to your facsimile number, mobile phone/device number, email or other address registered with us.
- 23.3 All notices or communications from us, including emails and any attachments in it, may be confidential and are intended solely for use by the intended recipient. If you are not the intended recipient of the notice or communication, you must neither take any action based upon its contents, nor copy or show it to anyone.
- 23.4 Electronic communications cannot be guaranteed to be secure or virus-free. We will not be liable for any loss or damage suffered or incurred by you as a result of such events.

#### 24. Instructions and Notices on Accounts

- 24.1 All notices given by you to us must be in writing and signed by you and sent to the branch where the Account is maintained. Any such notices shall be effective only when we have acknowledged receipt of such notices. You agree that any instructions relating to any change or amendment including but not limited to change to the mandate of the Account shall only be effected by us at least seven (7) business days from the date of receipt of the written instruction.
- 24.2 Acceptance and action by us of any instructions from you shall be subject to any terms and conditions determined by us.
- 24.3 You undertake to promptly advise us of any changes that may directly or indirectly affect the operation of the Account including but not limited to change of your name, address, contact details or other particulars by giving written notice to us, failing which we shall be entitled to rely on the last known particulars registered with us.
- 24.4 If there are any updates/changes that affect your tax residency/FATCA/CRS status, you further hereby agree to notify and furnish RHB Banking Group with relevant foreign Tax Identification Number (TIN) and/or documentary evidence within 30 days of such change. Further, you consent to and authorise RHB Banking Group to perform any of the following, if applicable:
  - i. Withhold any applicable payments in the account(s);
  - ii. Report/disclose/exchange any information/documents relating to your accounts/affairs to IRBM or any foreign tax authorities/inland revenue authorities in compliance with any tax requirements
  - iii. Terminate (with prior notice) your contractual relationship(s) with RHB Banking Group
- 24.5 All instructions by you shall remain effective for payments made or instructions carried out in good faith despite any death, bankruptcy or winding-up or the revocation of any such instructions by any means by you, until we receive written notice with documents evidencing such death, bankruptcy, winding-up or revocation.
- 24.6 Any payment or transfer of funds to be made or effected pursuant to any standing instructions given to us shall be subjected to such minimum balances being maintained in the Account from which the funds are to be paid or transferred as may be determined from time to time by us.

#### 25. Electronic Notification and Alerts

- 25.1 To receive alerts and/or notifications from us for bill pay, fund transfer, and system downtime, you are required to choose the preferred channel either via Short Message Service (SMS), secure message and/or external email from the Username by using the 'Notification' function made available online
- 25.2 You may also alert the beneficiary on the fund transfers that you have made by setting up their email and mobile number during 'add favourite' for fund transfers or 'open transfer' function made available via Internet Banking.

#### 26. Right to Decline Transaction

- 26.1 You hereby agree that we have the right at our discretion not to accept any deposit of any money or cheques and or allow or carry out any other transaction including withdrawals of money in respect of your account including but not limited to any transfers and telegraphic transfer of moneys from or to your account with assigning reason to you.

#### 27. Anti-money laundering and counter terrorism financing

- 27.1 In order to comply with local or foreign law, regulations, voluntary codes, directives, judgments or court orders, agreements between any member of the Bank and any authority, regulator, or enforcement agency, policies (including the our policies), good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation and demands or requests of any authority, regulator, tribunal, enforcement agency, exchange body, we may:
  - i. be prohibited from entering or concluding transactions involving certain persons or entities (e.g. person or entity that is itself sanctioned or is connected to or dealing with (directly or indirectly) any person or entity that is sanctioned under economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union, Office of Foreign Assets Control or any country); or
  - ii. report suspicious transactions or potential breaches of sanctions to an authority in any jurisdiction to which we may need or decide to disclose. Transactions impacted include those that may:
    - a) involve the provision of finance to any person involved or suspected of involvement in terrorism or any terrorist act;



- b) be relevant to investigation of an actual or attempted evasion of tax law, investigation of or prosecution of a person for an offence against any applicable law; or
- c) involve persons or entities which may be the subject of sanctions.

27.2 We may intercept and investigate any payment messages and other information or communications sent to or by you and may delay, block or refuse to make any payment and payment screening may cause a delay in processing certain information.

## E. INFORMATION, CONSENT, DECLARATION AND PRIVACY NOTICE

### 28. Information

- 28.1 You must immediately notify us if you are aware that any of the information that you have provided to us has changed or is incorrect or misleading.
- 28.2 Where laws and regulations allow, you hereby provide your consent to us to seek any information concerning you with any credit bureau or credit reference agency and all search fees shall be borne by you.
- 28.3 You represent and warrant that:
- i. You have the power and all necessary authorizations to your own assets and carry on any of your business, to enter into each of the Services offered by us to you and to comply with any obligations under these terms and conditions.
  - ii. Your obligations under each of Services offered by us are valid, binding and enforceable; all the information given by you are correct, complete and not misleading;
  - iii. There is no material adverse changes on the information provided by you to us;
  - iv. You accept full responsibility for all transactions executed, including transactions executed through the electronic banking services and in particular for the accuracy and completeness of your instructions to us; and
  - v. You have to ensure that the system and any other computer system through which you will access the electronic banking services are free from any electronic mechanical, data failure or corruption, computer viruses, malware and bugs. We are not responsible for any electronic, mechanical, data failure or corruption, computer viruses, malware, bugs or related problems that may be attributable to services provided by any internet Service Provider, network provider, server or such other equivalent system.
  - vi. These representations and warranties and those stated under Clause 20 shall be adopted and remain applicable every time you apply for new Services with us. You must notify us in the event of any occurrences resulting in you not being able to truthfully repeat these representations and warranties.
- 28.4 Any information that we gives to you is for reference purposes only. We will do the best to ensure that the information provided is accurate and complete. However, we will not be liable for the accuracy or completeness of the information given.

### 29. Confirmation, Authorization And Declaration

- 29.1 For All Accounts
- i. You agree that we shall be entitled to impose charges for any of its services provided to you at the rates as notified by us to you from time to time. All banking charges when due shall be debited from the Account.
  - ii. You consent to and authorizes us to debit your account and return funds that were wrongly credited, if any.
  - iii. You agree that we reserve the right to do any or all of the following if we discovers that and/or is notified of fraudulent/forged notes/cash/payment instruments/transfers or proceeds from any unlawful activity, are deposited into the account:
    - i. tag/earmark either the specific amount in question or the entire amount in the Account (as the case may be) and not to allow withdrawals;
    - ii. debit the amount from the Account and/or return the funds that is deemed to arise from the unlawful activity.
    - iii. close the Account(s) (with prior notice); and/or
    - iv. terminate (with prior notice) your contractual relationship(s) with us
  - iv. You agree to give written notice to us should you wishes to close the Account.
  - v. You shall jointly and severally undertake to keep us indemnified against all losses, claims, demands, proceedings, costs, expenses and other liabilities whatsoever and whensoever incurred or arising from this authorization pursuant to these Terms and Conditions subject but not limited to update us promptly and correctly of any change in the Account details, mailing address, email address, mobile phone number, fax number etc. that are needed for us to contact you.
  - vi. You hereby agree that any identity authentication process shall be done via GMPC authentication only and where applicable, including signature authentication
  - vii. You consent to and authorise RHB Banking Group (which shall include RHB Bank, its subsidiaries and associated companies), its respective directors, officers, employees and agents to disclose, share and/or verify information or documents pertaining to your affairs,



account(s), facility(ies), directors and/or substantial shareholders to and/or with the following parties including:

- i. any companies within RHB Banking Group, whether within or outside Malaysia for any purpose including, cross-selling, marketing and promotions of products and/or services of the RHB Banking Group;
  - ii. any authorities/regulators/parties as may be authorised by law or regulations to obtain such information or by court of law;
  - iii. any party(ies) providing security for purposes of facility(ies) granted to you; agents of the RHB Banking Group, including vendors, merchants and/or third party service providers in connection with any products and/or services being provided by the RHB Banking Group wherever applicable;
  - iv. auditors, legal counsels and/or other professional advisers in relation to the provision of services by the RHB Banking Group pursuant to this engagement, or in connection with the preparation of any facility or security documents, if applicable, or any action or proceeding for the recovery of monies due and payable by you, wherever applicable;
  - v. credit bureaus and/or credit reporting agencies, fraud prevention agencies, debt collection agencies and industry/financial related associations; and
  - vi. any potential assignee or other person proposing to enter into any contractual arrangement which requires the disclosure of such information.
- viii. By using or accepting the Services, you confirm and agree that:
- i. without prejudice to the applicable terms and conditions governing the relationship between the RHB Banking Group and you, you confirm that you have read this Terms and Conditions in relation to FATCA and CRS and fully understand the implications of this Terms and Conditions by which you irrevocably agree to be bound;
  - ii. any agreement, waiver, representation and/or confirmation given in, or to be given pursuant to, this Terms and Conditions is irrevocable.
  - iii. It is your responsibility to obtain independent professional advice from adequately qualified legal or tax advisors on its obligations under and the consequences of this Terms and Conditions. RHB Banking Group do not provide tax or legal advice and are unable to advise you regarding the US federal income tax or other tax consequences to them under your particular circumstances.
  - iv. In the event of any conflict or inconsistency between any of the contents of this Terms and Conditions and other terms and conditions that govern your relationship with us, this Terms and Conditions in relation to FATCA and CRS shall prevail.

#### 29.2 Current Account

- i. You consent to and authorise us to pay all cheques drawn on your Current Account and to debit your Account whether in credit or otherwise. In the case where you are a company, payment for cheques shall be in accordance with the resolution of the Board of Directors provided to us. It is agreed that in the absence of any special arrangement, we are not bound to honour any cheque when the account are not sufficiently in credit.
- ii. You consent to and authorise us to dishonour and return cheques which in our reasonable opinion, bear any form of alteration (whether countersigned by the drawer or otherwise).

#### 29.3 Joint/Partnership Accounts

- i. You consent to and authorise us to allow the operations of the Account as indicated in the Specimen Signature Card.
- ii. You consent to and authorise us to place all amounts from cheques and other instruments received which are in favour of all or both or any of you (as the case may be) to the credit of our joint account. However we reserve the right to reject at any time and for any reason whatsoever any cheque or instrument so received.
- iii. In the event of death of any of the Account holder(s), please refer to Clause 3 above.

#### 29.4 Declaration

- i. You declare that you are not an undischarged bankrupt.
- ii. You acknowledge that the operation of your Current Account shall be governed by the Guidelines on Dishonoured Cheques Information System (DCHEQS) as issued by BNM.
- iii. You undertake to do the following to enable us to comply with the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and regulatory requirement/acts that are and that may be imposed from time to time:-
  - a. declare that you will exercise due care to ensure your Account(s) is not used in any way to facilitate fraudulent and/or unlawful activities;
  - b. provide us with all relevant information and documents, as and when requested; and
  - c. allow us to perform any of the following (if applicable) if we are of the view that the operations of the account(s) failed the due diligence (or enhanced due diligence as the case may be) exercise conducted by us:
    - a. reject opening of any new account(s);
    - b. close the account(s) (with prior notice); and
    - c. terminate (with prior notice) your contractual relationship(s) with us.





- iv. You acknowledge that the opening, operations, maintenance and closing of Account(s) are subject to the applicable terms and conditions governing the operation of the relevant account(s) that you signed up for, the laws of Malaysia and other applicable regulations, notices and directives from BNM and any relevant authority(ies).
- v. You declare that the above information is complete, correct, not misleading as we will rely on the information given by you for any Services offered by us to you. You will further undertake to furnish us with any updates, further information or documents requested from time to time as soon as practicable upon our request for the same.
- vi. You hereby acknowledge that you have been informed of the insurability of the product/accounts, and have received, read and understood the deposit insurance system administered by PIDM.

### 30. Privacy Notice

- 30.1 You understand that we will use, collect, record, store, share and/or process your personal information, including, without limitation, your contact details, background information, financial data and other information relevant to the application for the product and / or service which
- i. you have provided in the form or through any other contact with RHB Banking Group (which shall include its holding company, subsidiary(s), and any associated company(s), including any company as a result of any restructuring, merger, sale or acquisition), or
  - ii. has been obtained from analysis of our payment and other transactions/services within the RHB Banking Group, or
  - iii. has been obtained from third parties such as employers, joint applicants/accountholders, guarantors, legal representatives, industry/financial related associations, government/regulatory authorities, credit bureaus or credit reporting agencies, retailers, social networks and fraud prevention agencies or other organizations;
- for any and/or all of the following purposes ("**Purpose**"), if applicable:
- a. providing the product and/or service and notifying you on important changes or developments to the features;
  - b. updating and managing the accuracy of RHB Banking Group's records;
  - c. prevention, detection or prosecution of crime, and complying with legal and regulatory obligations;
  - d. assessment and analysis including credit / lending / insurance risks / behaviour scoring / market and product analysis and market research;
  - e. communications and ensuring customer satisfaction, which may include conducting surveys to improve the quality of our Services, responding to inquiries and complaints and to generally resolve disputes;
  - f. determining the amount of your indebtedness and recovering debt that you owes to us;
  - g. maintaining your credit history for present and future reference;
  - h. enabling an actual or proposed assignee of RHB, or participant or sub-participant of RHB to evaluate your transactions which are intended to be the subject of the assignment, participation or sub-participation;
  - i. protecting RHB Banking Group's interests and other ancillary or related purposes;
  - j. cross-selling, marketing and promotions of Services of RHB Banking Group and its strategic alliances; and
  - k. for corporate events (including networking events, launching of Services, etc)/contests, photographs or images may be captured and may be used for RHB Banking Group's publications.
- 30.2 You understand and acknowledge that it is necessary for us to process your personal information for the Purpose, without which we will not be able to provide the product/service that you requested from us and to notify you on important changes or developments to the Services. Where you have provided us with sensitive personal information (in particular, information consisting your physical/mental health for applications of insurance Services), you hereby provide us with your express consent to process the same in the manner described in this Privacy Notice. You further understand that you may exercise/change your options in respect of receiving marketing materials (including cross-selling, marketing and promotions as described above) at any time by visiting [www.rhbgroup.com](http://www.rhbgroup.com) or contacting the Customer Care Centre as provided in part F below.
- 30.3 You understand that we may disclose your personal information (or sensitive personal information, if applicable) to other companies within the RHB Banking Group, Service Providers, merchants and strategic partners, vendors including debt collection agencies, professional advisers, industry/financial related associations, credit bureaus or credit reporting agencies and fraud prevention agencies, governmental agencies, other financial institutions and any of their respective agents, servants and/or such persons, whether located within or outside Malaysia for the Purpose, if applicable, subject at all times to any laws (including regulations, standards, guidelines and/or obligations) applicable to us.
- 30.4 You further understand that you may request correction (if your personal information is inaccurate, outdated, incomplete, etc), access to (a prescribed fee may be charged), or deletion (if you no longer have any existing Services with RHB Banking Group) of your personal information or limit the processing thereof at any time hereafter by submitting such request via post, email or fax to the address as provided in Part F below
- 30.5 You acknowledge that RHB Banking Group may modify or update its Privacy Notice from time to time, a copy of which is available at [www.rhbgroup.com](http://www.rhbgroup.com) and that you may channel any complaints or inquiries you may have in the manner indicated above.



- 30.6 By providing your personal information and signature in the application form or where relevant, you consent to us processing your personal information for any necessary disclosures and overseas transfers of your personal information to relevant third parties, for the Purpose, if applicable.
- 30.7 You agree to the disclosure and/or transfer of your personal information to relevant third parties as a result of any restructuring, sale or acquisition of any company within the RHB Banking Group, provided that the recipient uses your personal information for the Purpose, if applicable.
- 30.8 You also represent and warrant that you have sufficiently obtained the consent of third party individual(s) (e.g. family, spouse, related parties, supplementary cardholder and/or emergency contact persons, etc) whose personal information you have disclosed to us to allow us to process the same in relation to the Purpose, if applicable.

**[The following paragraph is only applicable to RHB Investment Bank Berhad Customer(s)]**

- 30.9 You understand that RHB Investment Bank Berhad is regulated by Bursa Malaysia, and that your personal information may be disclosed to the relevant Bursa entity (which shall include Bursa Malaysia Berhad, Bursa Malaysia Securities Berhad, Bursa Malaysia Securities Clearing Sdn Bhd, Bursa Malaysia Depository Sdn Bhd, Bursa Malaysia Derivatives Clearing Berhad, or Bursa Malaysia Derivatives Berhad, etc) (collectively, "Bursa Malaysia") for legal, regulatory and administrative purposes, if applicable. Where your personal information is provided to Bursa Malaysia, you understand that Bursa Malaysia's personal data protection practices as described in Bursa's Personal Data Notice, (available at <http://www.bursamalaysia.com/personal-data-notice>) would apply.

**[The following paragraph is only applicable to individual guarantor(s)]**

- 30.10 The individual guarantor(s) understand that as a guarantor, we will process the individual guarantor's personal information according to the Purpose described above and that the individual guarantor will have similar rights to access and correct the individual guarantor(s) personal information as described above

**[The following paragraph is only applicable to the authorized signatory(s)/contact person(s) of our corporate customer(s), if any]**

- 30.11 As the authorized signatory(s)/contact person(s) of the company, the authorised signatory understands that personal information of the directors, individual shareholders, employees, etc, may be collected and processed by us for the Purposes described above. The authorised signatory represents and warrants that the authorised signatory is entitled to provide the said personal information to us and/or the appropriate consent have been obtained to allow us to process the said personal information for the Purpose.

### **31. Customer Due Diligence**

- 31.1 You consent to and authorise us, at our discretion, to conduct a due diligence to identify and to find out your background. If required, you will execute certain documents such as declaration or to provide certain documents to us for the purpose of due diligence. Failing which, we have the right to suspend, closing or limiting the usage of the Account including disallowing any transfer of funds to the third parties.

### **32. Amendments to Terms and Conditions**

- 32.1 These terms and conditions supersede all prior terms and conditions governing the Services set out herein, unless specified otherwise by us. We reserve the right to amend, supplement, vary and/or to supersede these terms and conditions or to introduce new terms and conditions to cater to new products or services by giving twenty one (21) calendar days' notice to you before the new terms and conditions take effect pursuant to Clause 26 above.
- 32.2 These terms and conditions shall be governed by and subjected to the rules, regulations and guidelines from time to time issued by BNM, the Association of Banks in Malaysia and other relevant bodies under applicable laws. Any products and services offered by us to you shall be subject to the said rules, regulations and guidelines.
- 32.3 The continued operation or non-closure of the Account or use of the Services by you after the effective date of such change of these terms and conditions shall be deemed to constitute acceptance of such changes without reservation by you.
- 32.4 These terms and conditions may be available on request from any of our branch or from our Website or through any delivery channel as we may determine from time to time.
- 32.5 We may offer new or additional features, Services to you and your acceptance or the use of such additional features, products and services shall be deem acceptance on these terms and conditions and the additional terms as may be stipulated by us.
- 32.6 These terms and conditions together with any subsequent additions, deletions or amendments that we may make from time to time shall apply to any future Account which you may maintain with us.
- 32.7 However, in cases of urgency or in order to protect the security of the provided services, including Phone Banking, Internet Banking and/or Mobile Banking Services or in other circumstances beyond our control, when we finds it necessary to vary, modify, delete or add to these terms and conditions without notice to you, we will inform you of such changes as soon as practicable and/or the reasons for such changes. You further agree and accept that your continued access and use of these terms and conditions (as varied and modified from time to time) will amount to your acceptance of any variation, deletion, modification or addition to these terms and conditions.



### 33. Governing Law/ Regulatory Bodies

- 33.1 These Terms and Conditions shall be subject to governed by, and construed in accordance with laws of Malaysia or (if applicable) the laws existing in the country(ies) involved in the transaction or use and the rules, regulations and guidelines of BNM, the Association of Banks in Malaysia and other relevant bodies, in force from time to time. Without limiting the generality of the preceding sentence, you shall use the Service strictly in compliance with the Exchange Control laws. Where applicable, you shall obtain from Bank Negara Malaysia any relevant approval(s) pursuant to the Exchange Control laws.
- 33.2 It shall be your obligation to comply with the laws of Malaysia or any other applicable country(ies) without us being obligated to inform or notify you of such laws.

### 34. Severability

- 34.1 Any term or condition in these terms and conditions which is unenforceable, illegal or prohibited shall not affect the validity of the remaining terms and conditions.

### 35. Successors Bound

- 35.1 You shall not assign any of your rights and interest in the Account and/or the Services without prior written consent from us. Your obligations and liabilities shall continue notwithstanding any change by amalgamation, reconstruction or otherwise in your constitution.

## F. ENQUIRIES

We value your feedback and aim to provide superior customer experience. Should you wishes to lodge a complaint or require further assistance in relation to the Services, Phone Banking service or Internet Banking and Mobile Banking, please contact our Customer Care Centre, attend at any of our branches, or visit our Website at [www.rhbgroup.com](http://www.rhbgroup.com).

RHB Bank Berhad  
Customer Care Centre  
Level 6, Menara AA  
Jalan Tun Razak  
50400 Kuala Lumpur

Tel: 03-9206 8118  
Fax: 03-9206 8088  
E-Mail: [customer.service@rhbgroup.com](mailto:customer.service@rhbgroup.com)

You may be required to disclose all relevant information relating to the enquiries, or complaints or disputes but not limited to your name, the relevant Account(s) number(s), description of the query or complaint, amount(s) involved in the query or complaints, as may be relevant. Where any communication involves your confidential information in relation to the Account or transactions made in relation to the query or complaint, we encourage communication via Secure Message. In the event that you proceed to extend communication in relation to such information via non-secure message, you agree to and undertake that all inherent risks associated with such mode of communication and shall not, at any time whatsoever, hold us responsible or liable for the security of such information of any loss suffered in relation thereto.

Your complaint and query shall be investigated and attended to. You will be informed of the result of the investigation or the answer to your query within ten (10) business days of receipt of such query or complaint.

In the event that more time is required to conduct investigation, the period stated in the Clause above shall be extended to such reasonable period as necessary which shall not exceed thirty (30) days from the date of such query or complaint received. You shall be informed in writing via secure message on reason(s) of the delay and the need for additional time to resolve the complaint.

If you are not satisfied with the outcome of the investigation or of the complaint, you may appeal against such outcome by referring such complaint to the Bank Negara Malaysia or Financial Ombudsman Scheme (FOS).

## G. DEFINITIONS

In both sections of the Standard and Specific Terms and Conditions, unless the context hereunder requires otherwise, the following words and expressions shall have the following meaning:

- (i) The word "We", "Us", "Our", "Bank" and "RHB" means RHB Bank Berhad and/or RHB Islamic Bank Berhad and/or other entities within RHB Banking Group, their partners and their contractors, or any one of them (where applicable).
- (ii) The words "You", "Your", "Yourself", "the Customer" and/or "the Accountholder", means the owner and /or joint owner(s) for the Services offered by the Bank.
- (iii) "Access ID" means any one of the following:- the ATM Card / Debit Card number; or credit card number; or any other access identification number allocated to you by us.



- (iv) "Account(s)" means any one or more of the accounts which includes savings, credit, current, multi-currency, investment, fixed deposit, loan or any other account which you may have with us and accessible through the Internet Banking and/or Mobile Banking Services under the Websites or any other avenue as may be determined by us from time to time (where applicable).
- (v) "Application" is referred the application to be installed to the user's mobile device; subject to the necessary changes being made in construction, and as amended from time to time by us.
- (vi) "ATM" means Automated Teller Machine or card operated machine, whether belonging to us or other participating banks or financial institutions or to the Visa/Master Global ATM Network, or other affiliated networks, in respect of which we have a subsisting arrangement to allow you to use the Card at such machine.
- (vii) "ATM Card" means the card or other device issued by us to you which you may access by ATM, together with the relevant PIN/password.
- (viii) "ATM PIN" means your personal identification number either allocated by us if you register via any of our SSOs or selected by you through any ATM in accordance with the subscription procedures to the ATM Services.
- (ix) "Banking/Business Day" means a day on which we are open for business in Malaysia and if any period of time falls on a day, which is not a Business/Banking Day, then that period is to be deemed to only expire on the next Business/Banking day.
- (x) "BNM" means Bank Negara Malaysia.
- (xi) "Card" means an ATM card, a debit card or a credit card or all of them, as the context requires.
- (xii) "Common Reporting Standard (CRS)" was developed in response to the G20 request and approved by the Organisation for Economic Co-operation and Development (OECD) Council on 15 July 2014, calls on jurisdictions to obtain information from their financial institutions and automatically exchange that information with other jurisdictions on an annual basis. It sets out the financial account information to be exchanged, the financial institutions required to report, the different types of accounts and taxpayers covered, as well as common due diligence procedures to be followed by financial institutions.
- (xiii) "Content" means, any materials, information, graphic, texts, images, Links, advertisements and data displayed or contained in the Website.
- (xiv) "Controlling Person" are the natural person(s) who exercise control over an entity. Where that entity is treated as a Passive Non-Financial Entity ("Passive NFE") then a Financial Institution is required to determine whether or not these Controlling Persons are Reportable Persons. This definition corresponds to the term "beneficial owner" described in Recommendation 10 and the Interpretative Note on Recommendation 10 of the Financial Action Task Force Recommendations (as adopted in February 2012).  
 In the case of a trust, the Controlling Person(s) are the settlor(s), the trustee(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiaries, or any other natural person(s) exercising ultimate effective control over the trust (including through a chain of control or ownership). Under the CRS the settlor(s), the trustee(s), the protector(s) (if any), and the beneficiary(ies) or class(es) of beneficiaries, are always treated as Controlling Persons of a trust, regardless of whether or not any of them exercises control over the activities of the trust.  
 Where the settlor(s) of a trust is an Entity then the CRS requires Financial Institutions to also identify the Controlling Persons of the settlor(s) and when required report them as Controlling Persons of the trust.  
 In the case of a legal arrangement other than a trust, Controlling Person(s) means persons in equivalent or similar positions.
- (xv) "Cooling Off Period" means the period where you may cancel the investment at no cost and will receive the full initial investment amount;
- (xvi) "Confirmation" means the documents and other confirming evidence issued by us to you confirming or evidencing the investment and containing the relevant terms of the Structured Products Investments;
- (xvii) "Cut-off Date and Time" means such date and time as determined by us and notified to you to be the latest date and time by which the Bank must receive the Principal Amount;
- (xviii) "CASA" means current account or savings account and/or CM CASA.



- (xix) "CM CASA" means Commodity Murabahah current and savings account
- (xx) "Customer Service Agent" means our employees and/or representatives who are stationed at our helpdesk to assist you via telephone in accessing and/or using the Services as well as performing certain banking transaction pursuant to your instructions.
- (xxi) "CVV2/CVC2" means the 3 digits numbers stated behind the RHB Credit Card.
- (xxii) "Day Count Convention" means in respect of the calculation of Interest, the number of days in that interest period for which interest accrues as a fraction of the number of days in a year. Based on market convention and currency type the number of days in a year may be 365 days or 360 days;
- (xxiii) "Debit Card" means the card or other device issued by us to you for you to make payments by direct debit from the account. A debit card may also be an ATM card.
- (xxiv) "Designated Representatives" means an individual duly appointed and authorised by you (in cases where you are either a body corporate or unincorporated, company or partnership) to perform any and/or all of the following:
  - a. Hold the phone banking login ID and PIN on your behalf ; and
  - b. Access and/or use of the Services on your behalf ;
 In accordance with these terms and conditions and/or use the Services by your Designated Representatives shall be deemed to be access and/or use by you and such access and/or use shall be binding on you.
- (xxv) "e-Statement" means your banking statement of account in an electronic form sent to your email inbox where you can view and print from the computer terminal.
- (xxvi) "e-Statement service" means the service provided by us to you wherein upon the successful registration by you, you will be able to receive your e-Statement and to view and print the same.
- (xxvii) "Exchange Control laws" means the Foreign Exchange Administration notices under Financial Services Act 2013 and any and all guidelines and/or regulations issued by Bank Negara Malaysia on exchange or currency controls from time to time.
- (xxviii) "Exchange" means Bursa Malaysia or such other exchanges on which the Reference Derivative may be listed and quoted, as specified in the Master Term Sheet and/or the Confirmation;
- (xxix) "Foreign Account Tax Compliance Act (FATCA)" which was passed as part of the Hiring Incentives to Restore Employment (HIRE) Act, generally requires that foreign financial Institutions and certain other non-financial foreign entities report on the foreign assets held by their U.S. account holders or be subject to withholding on withholdable payments. The HIRE Act also contained legislation requiring U.S. persons to report, depending on the value, their foreign financial accounts and foreign assets.
- (xxx) "Fund" means a unit trust or other collective investment scheme the units of which have been approved by the relevant authorities for sale to the public;
- (xxxi) "Information" means prospectuses, annual or other periodic reports or accounts, promotional literature and materials, and statistical information relating to the Investments;
- (xxxii) "Interest" means the amount of interest which is payable in connection with the Structured Products Investments, as determined by RHB Bank Berhad;
- (xxxiii) "Internet Banking" means the Services provided by us to you through the Internet via Website in accordance with these terms and conditions or any other rules and regulations determined by us.
- (xxxiv) "Identifiers" means your Access ID, Username, Password, Secret Word, One-Time Password (OTP), Security Code and any one or more of the same.
- (xxxv) "Investments" means units in a Fund or other collective investment scheme which may be distributed by us from time to time or at any time;
- (xxxvi) "Investment Services" means the services referred to in these Terms and Conditions as provided by us in relation to the Investments;
- (xxxvii) "JomPay" means a national bill payment scheme initiated by Bank Negara Malaysia (BNM), led by Malaysian Electronic Clearing Corporation Sdn Bhd (MyClear) to promote and encourage the use of





online bill and invoice payments. The service is offered through the participating financial institution's Internet Banking/Mobile Banking facility.

- (xxxviii) "Link" means a linkage between a product to a channel and/or a hyperlink word on the Website which alerts user of the existence of a link to another page on the Internet. It also means a link which is marked as a highlighted word, a different coloured word and/or a graphic (e.g. a trademarked logo or a button) on the Website which alerts the user of the Website to the existence of a link to another page on the Internet or World Wide Web on a site other than the Website.
- (xxxix) "Master Term Sheet" means the Master Term Sheet(s) and/or Term Sheet issued by us to you and executed/deemed executed by us, from time to time in respect of the Structured Products Investment which include(s) the material terms, associated obligations, underlying assumptions, pricing basis, scenario analysis to illustrate the impact of market movements on the Structured Products Investments and/ or such other information regarding the Structured Products Investments as we may think relevant provided that if both a Master Term Sheet and Term Sheet are issued in respect of the Structured Product Investment, the provisions of the term sheet (which is executed or deemed accepted by the investor) shall prevail in respect of the Structured Product Investment where there are inconsistencies;
- (xl) "Maturity Date" means the date of maturity of the Structured Products Investments as specified in the Master Term Sheet and/or the Confirmation and includes any modification, revisions or extension to the original initial Maturity Date;
- (xli) "Market Disruption Event" means any suspension of or limitation imposed on the trading of the Reference Derivative on an Exchange Business Day during the one half hour period that ends at the Valuation Time on the Valuation Date;
- (xlii) "Mobile Banking" means the Internet Banking Services offered by us, the services of which may be accessed by you via Internet/GPRS/3G or any other electronic medium approved by us in accordance with terms and condition or any other rules and regulations determined by us.
- (xlili) "Mobile device" means the mobile device or such other communication device which is used to access the Mobile Banking service.
- (xliv) "Non-Principal Protected Investment" means a Structured Products Investment where the maximum downside to you shall be the likelihood of losing up to the Principal Amount invested;
- (xlv) "Observation Period" means in relation to certain Structured Product Investments, the day or a set period of time during which a determination is made in relation to the Reference Derivative as described in the Terms and Conditions for the specific Structured Product Investment, and which will determine the Interest or Payout Amount to be paid on that Structured Product Investment;
- (xlvi) "One Time Password (OTP)" means the unique alphanumeric code that is only valid for a single transaction when you performs any high risk transaction. The OTP will be sent together with Security Code via SMS to the registered mobile phone number. You have to make sure that the Security Code displayed on the Confirmation Page is an exact match with the Security Code sent via SMS before entering the OTP to complete the transaction.
- (xlvii) "Password" means the string of alphanumeric characters selected by you of which, being unique to you and known only to you and our computer system, authenticates your SignOn ID whenever you access the Internet Banking and/or Mobile Banking Services and together with the SignOn ID constitutes the other part of the electronic signature.
- (xlviii) "PayPal" means a service that enables you to make an online payment, send money and receive money
- (xlix) "Personal Information" in respect of your and any Controlling Person, means: (i) where your and any Controlling Person is an individual, his/her full name, date and place of birth, residential address, mailing address, contact information (including telephone number), and any taxpayer identification number ("TIN"), social security number, citizenship(s), residency(ies) and tax residency(ies) or (if applicable) such other information as the RHB Banking Group may reasonably require regarding such Customer and any Controlling Person; (ii) where the Customer and any Controlling Person is a corporate/entity, its full name, date and place of incorporation or formation, registered address, address of place of business, tax identification number, tax status, tax residency, registered address, address of place of business, certification of its CRS status/classification or (if applicable) such other information as the RHB Banking Group may reasonably require regarding each of its substantial shareholders and controlling persons.
- (l) "Personal Financial Management (PFM)" means application that is offered to you if eligible to assist you to plan and manage your financial. PFM is able to categorize transactions and add accounts from



multiple institutions into a single view which will includes data visualizations such as cash flow, spending trends, goals, net worth, and debt management.

- (li) "PIN" means Personal Identification Number provided to you for use in conjunction with the Card.
- (lii) "PDPA" means Personal Data Protection Act 2010.
- (liii) "PIDM" means Perbadanan Insurans Deposit Malaysia.
- (liv) "Principal Amount" or "Investment Amount" means the amount in the currency specified in the Master Term Sheet and/or the Confirmation which is to be or has been placed by you in the Account and accepted by us for investment in the Structured Products Investments pursuant to the Terms and Conditions. Each initial Investment amount shall not be less than the minimum amount specified by us from time to time;
- (lv) "Product Highlights Sheet" refers to the document provided by us in accordance with applicable guidelines containing the description and key product information of the Structured Products Investment for making informed decisions and to facilitate comparison between products;
- (lvi) "Profit" means the amount of profit which is payable in connection with the products offered by RHB Islamic Bank Berhad, as determined by RHB Islamic Bank Berhad.
- (lvii) "Principal Protected Investment" means a Structured Products Investment where the Principal Amount invested is fully protected provided that the Structured Products Investment is held to maturity;
- (lviii) "Reference Derivative" means a financial contract whose value depends on the values of one or more underlying assets whereby the underlying assets could include but are not limited to, interest rates, foreign exchange rates, fixed income, equity and commodity prices and any combination or indices thereof which forms part of the Structured Products Investments as specified in the Master Term Sheet and/or the Confirmation;
- (lix) "Registered Holder of Investment" means RHB Bank Berhad;
- (lx) "RHB Bank Berhad" means RHB Bank Berhad (Company No. 6171-M), a licensed bank incorporated under the laws of Malaysia and having its registered address at Level 9, Tower One, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur.
- (lxi) "RHB Banking Group" means RHB Bank Berhad, its subsidiaries, associated companies and affiliates from time to time and where the context so requires, shall mean any one or more of them.
- (lxii) RHB Investment Bank Berhad means RHB Investment Bank Berhad (Company No. 19663-P), a licensed bank incorporated under the laws of Malaysia and having its registered address at Level 9, Tower One, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur
- (lxiii) "RHB Islamic Bank Berhad" means RHB Islamic Bank Berhad (Company No. 680329-V), a licensed bank incorporated under the laws of Malaysia and having its registered address at Level 9, Tower One, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur.
- (lxiv) "Risk Disclosure Statement" means the general risk disclosure statement on Structured Products Investments to be acknowledged and accepted by you as a condition precedent for investments into the Structured Products Investments;
- (lxv) "Services" or "Service" means any products and/or services provided by us.
- (lxvi) "Service Provider" means the party who provides the service.
- (lxvii) "Secret Word" means the string of alphanumeric characters selected by you which, being unique to you and known only to you and our computer system, will be displayed on screen after you have entered Login Username. This is the mutual authentication function used by you to verify that the login page is from our genuine site.
- (lxviii) "Security Code" means the unique 6 digit code that will be displayed on the 'Confirmation Page' for any high risk transaction and will also be sent via SMS to the registered mobile phone number. You have to make sure that the Security Code displayed on Confirmation Page is an exact match with the Security Code sent via SMS.
- (lxix) "Siri" refers to the in-built "intelligent assistant" that enables users of Apple devices to use natural language voice commands to operate the mobile device and its apps. Users can speak out the



commands and receive audible confirmation from Siri to send messages, place calls, set reminders, operate iTunes and more.

- (lxx) "SSO" means any one or more of the RHB entities in RHB Group's Branches and/or Sales and Service Outlets, whatsoever situated.
- (lxxi) "Sales Period" means the period before the Trade Date, where we may accept orders from you over a period of time. Where there is a Sales Period for the Structured Products Investment, the final terms executed/invested by us may differ from the indicative terms provided to you. We shall on a best effort basis execute/invest the Structured Product Investment on terms as close as possible to the indicative terms however this will be subject to market conditions. A cooling off period will apply during the Sales Period;
- (lxxii) "Start Date" means the date on which the Principal Amount of the Structured Products Investments is to be deposited with us, as specified in the Master Term Sheet and/or the Confirmation;
- (lxxiii) "Structured Products Investments/Structured Investment" means the structured products investments linked to a Reference Derivative and any such other structured product investments approved by Bank Negara Malaysia and the Securities Commission which the Bank may offer from time to time, which Structured Products Investments may be denominated in Ringgit Malaysia or such foreign currency as accepted by us. The term "Structured Products Investment" shall be construed to mean any one of the Structured Products Investments invested by you;
- (lxxiv) "Tax Information" in respect of a Customer and any Controlling Person, means: (i) any documentation or information (and accompanying statements, forms, representations, waivers and consents as the RHB Banking Group may from time to time require or as the Customer and any Controlling Person from time to time give) relating, directly or indirectly, to the tax status of the Customer and any Controlling Person; (ii) Personal Information of the Customer and any Controlling Person; (iii) Account Information; and (iv) any other information received by any member of the RHB Banking Group in relation to the Customer, including (but not limited to) information collected and maintained pursuant to Anti-Money Laundering/ Know Your Customer (AML/KYC) procedures.
- (lxxv) "Tenor" means, in relation to the Structured Products Investments, the period commencing on and including the Start Date and ending on, but excluding, the Maturity Date, as specified in or determined in the Master Term Sheet and/or the Confirmation;
- (lxxvi) "Term Sheet" means the indicative or final term sheet for the Structured Product Investment, howsoever called, which may be provided by the Bank to the Customer prior to or immediately after execution of the Structured Product Investment which sets out the material economic and other terms applicable to the Structured Product Investment on an indicative or final basis as agreed by the Customer;
- (lxxvii) "TIN" (including "functional equivalent") means Taxpayer Identification Number or a functional equivalent in the absence of a TIN. A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual or an Entity and used to identify the individual or Entity for the purposes of administering the tax laws of such jurisdiction. Further details of acceptable TINs can be found at the following link [<https://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-identification-numbers>].  
Some jurisdictions do not issue a TIN. However, these jurisdictions often utilize some other high integrity number with an equivalent level of identification (a "functional equivalent"). Examples of that type of number include, for Entities, a Business/company registration code/number.
- (lxxviii) "Transaction Record" means the periodic statement given by us to you in respect of the Investment Account;
- (lxxix) "Unwinding costs" means (i) the cost of funds in relation to the early termination/upliftment of the Investment Amount and (ii) the cost of terminating, liquidating or re-establishing any hedge or trading position related to the embedded Reference Derivative;
- (lxxx) "UTMC", in relation to a Fund, means the unit trust management company managing the Fund.
- (lxxxi) "Username" means the name made up of a string of characters selected by you which, being unique to you, constitutes one part of the electronic signature hereunder and is the only means by which to allow our Internet Banking system to identify you and the Account(s) when you access the Internet Banking Services and/or Mobile Banking Services"
- (lxxxii) "Validity Date" means the expiry date of the Card as printed on the Card



- (lxxxiii) "Western Union" means a service that enables you to send money online to a bank in selected countries or to agents in selected locations worldwide.
- (lxxxiv) "Website" means RHB's Corporate Website at <http://www.rhbgroup.com>
- (lxxxv) the word "Ringgit Malaysia" and the abbreviation "RM" mean the lawful currency of Malaysia
- (lxxxvi) Words importing the singular shall include the plural and vice versa.
- (lxxxvii) Words importing the masculine gender shall include feminine and neuter gender and vice versa.
- (lxxxviii) Any reference to the terms and conditions by any name in forms, statements, brochures and other documents which we have provided are a reference to the relevant terms and conditions contained in these terms and conditions.
- (lxxxix) 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.
- (xc) Any reference to a statutory provision includes any modification, consolidation or re-enactments for the time being in force and all statutory instruments or orders made pursuant thereto.
- (xci) 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.
- (xcii) Where there are two 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 you herein shall be deemed 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.
- (xciii) The headings in this Agreement are inserted merely for convenience of reference and shall not affect the interpretation of the provisions herein contained.



## PART B: SPECIFIC TERMS AND CONDITIONS

Section A, Section B and Section C of these Specific Terms and Conditions are to be read together with the Standard Terms and Conditions for the Services offered by RHB Bank Berhad to you.

Section D of these Specific Terms and Conditions are to be read together with the Standard Terms and Conditions for the Services offered by RHB Islamic Bank Berhad to you. References to the "Bank" in Section D refers to RHB Islamic Bank Berhad.

### A. ACCOUNTS

#### 1. Current account

##### Cheques and Cheque Books

- 1.1 You must at all times only use cheques supplied by us in relation to any of the RHB current account.
- 1.2 You undertake to ensure the safety of all cheques at all times and to immediately lodge a police report and to inform us of any loss of cheques in writing, failing which, we shall not be held responsible for any losses arising from the lost cheques being dealt with in any manner.
- 1.3 You must ensure that sufficient funds are maintained in your Account at all times for payment of cheques issued.
- 1.4 We may refuse to honour cheques where the signature differs from the specimen signature provided or cheques which are not drawn in a manner acceptable to us.
- 1.5 No alterations whatsoever shall be made on cheques. We reserve the right not to honour, and then return, the cheques which in our opinion bear any form of alteration (whether countersigned by the drawer or otherwise). We also reserve the right not to honour any cheques which is mutilated or has technical errors which include but not limited to a post-dated cheque, cheque showing inconsistency between the words and figures or with illegible handwriting.
- 1.6 We will record any order countermending payment of cheques only when a letter of instruction signed by you have been received by us and we are not to be held responsible for any loss caused by your failure to inform us.
- 1.7 All cheques, including all unused cheques remain property of the Bank and upon closure of the Account, whether by you or by us, all unused cheque book/leafs issued to you in respect of the current account shall be returned to us.
- 1.8 Cheques shall be subject to all applicable rules, regulations, policies and guidelines including but not limited to the Bank Negara Malaysia's guidelines on Cheque Truncation and Conversion System (CTCS).

##### Overdrawing

- 1.9 No overdrawing is allowed unless you have made prior arrangement with us. Interest on overdrawing for current account shall be calculated based on daily debit balances at the rate determined by us and shall be debited to the current account monthly or at such intervals as may be determined by us.

##### Bad cheques

- 1.10 We reserve the right not to honour any cheques issued by you if there are insufficient funds in your Account for payment of the cheque and if there are other technical errors.
- 1.11 We reserve the right to close or impose restrictions/conditions on all or any of your Account with us if it is not conducted satisfactorily or has been listed with the Dishonoured Cheques Information System (DCHEQS) or with any credit bureau or any organisation or corporation whether or not such bureau, organisation or corporation were/are established or approved by any government or regulatory authority or body.

##### Account statements

- 1.12 A statement of the current account will be issued to you every month except for Maxcash Accountholder.

##### MaxCash account

- 1.13 We may also impose withdrawal restrictions, such as restriction to the number of free withdrawals that can be made in a calendar month reserves or impose a service charge on any withdrawal made beyond the restriction.
- 1.14 We reserve the right at its discretion to vary the requirement for interest entitlement and the withdrawal restriction by giving notice to you in the manner prescribed in Clause 26 of the Standard Terms and Conditions.
- 1.15 A statement of current account will be issued to the Maxcash Accountholder on a quarterly basis.

All current accounts are protected by PIDM up to RM250,000 for each depositor.





## RHB Smart Account

ELIGIBILITY

- 1.16 The RHB Smart Account (“Account”) is open to both Resident and non-Resident individuals aged eighteen (18) and above in single name only (“Accountholder”). No joint account is allowed for this Account.
- 1.17 Sole Proprietorships, Partnerships, Professional Practices, Clubs, Societies, Associations, Schools, Corporations, Non-profitable Organizations and other business entities are not eligible to open or to operate RHB Smart Account.
- 1.18 Accountholder is required to provide a valid email address and a mobile number to be registered with RHB Now / RHB Online Account Opening for account opening.
- 1.19 Each eligible customer is allowed to open only one (1) account either Conventional or Islamic.

ACCOUNT FEATURES & CONDITIONS

- 1.20 The minimum initial deposit to open the Account is Ringgit Malaysia One Thousand (RM1, 000).
- 1.21 No introducer is required to open the Account, except for external account (i.e. account opened by a non-resident) who put in a request for cheque book.
- 1.22 Cheque book facility is available upon request. The applicable standard terms and conditions together with fees & charges shall apply for such facility.
- 1.23 Overdraft facility is not available for this Account.
- 1.24 Accountholder will earn Base Interest Rate, which is calculated based on daily account balance. Base Interest Rate earned will be credited to the Account on the last day of each month.

BALANCE RANGE	BASE INTEREST RATE P.A.
Below RM1,000	0.00%
RM1,000 and above	0.50%

### CALCULATION OF BASE INTEREST

$$\frac{\text{Daily End Balance} \times \text{Base Interest}}{\text{Actual Number of Days for the Year}}$$

*\*Base interest rate is the interest calculated daily and credited monthly.*

BONUS INTEREST RATE

Accountholder who fulfills the below requirements within a calendar month will be entitled for additional **Bonus Interest Rate**:

- 1.25 Monthly Average Balance (MAB)\* must be RM1,000 and above.
- 1.26 \*MAB is defined as the sum of end day daily account credit balance for the month/number of calendar days of the month.
- 1.27 To enjoy Bonus Interest Rate for “PAY”, “SPEND” & “INVEST”, Accountholder must fulfill the requirements for “SAVE” as prescribed in Table 1.
- 1.28 Bonus Interest Rate earned will be credited into the Account on 15th calendar day of the next occurring month.

Table 1

CATEGORY	BONUS INTEREST RATE P.A	REQUIREMENT
i. <b>SAVE</b>	1.5% p.a. bonus rate on account MAB up to RM100,000	Minimum deposit of RM2,000 in a month. Please refer to <b>Clause 1.29</b> below.



CATEGORY	BONUS INTEREST RATE P.A	REQUIREMENT
ii. <b>PAY</b>	0.5% p.a. bonus rate on account MAB up to RM100,000	Minimum 3 online/mobile banking bill payments in a month. Please refer to <b>Clause 1.30</b> below.
iii. <b>SPEND</b>	0.5% p.a. bonus rate on account MAB up to RM100,000	Aggregated RM1,000 spent on RHB Debit or Credit Card in a month. Please refer to <b>Clause 1.31</b> below.
iv. <b>INVEST</b>	1.0% bonus rate (flat rate) on net investment value	Purchase of eligible RHB financial products with minimum amount of RM1,000. Please refer to <b>Clause 1.38</b> below.

1.29 In relation to the stipulated requirements in Table 1 for “**SAVE**” category:

1.29.1 “**SAVE**” means the total of new saving in the Account of the Accountholder. “**SAVE**” is divided into two categories as shown in the table below.

SAVE (TABLE A) (transaction below are included for Bonus Rate)		NON SAVE TRANSACTION (TABLE B) (transactions below are excluded from Bonus Rate)
i) Cash Deposit	x) MARA Payment Credit	i) Fund transfer within RHB current/saving account ii) Cheque deposit
ii) Cash Deposit Pos	xi) EPF Payment Credit	
iii) Credit Transfer	xii) Money Order /Purchase Order Deposit	
iv) Fixed Deposit Credit	xiii) REFLEX-Funds Transfer Credit	
v) Cashier Order Credit	xiv) REFLEX-Payroll Payment Credit	
vi) Demand Draft Credit	xv) REFLEX-Auto Credit	
vii) Telegraphic/ RENTAS/ IBG Transfer Credit	xvi) MCA Credit	
viii) Personal Express/Financing Disbursement	xvii) IBK Cash Advance Credit	
ix) RHB Auto Credit	xviii) ATM IBFT Cr At RHB	
	xix) ATM IBFT Cr At MEPS	
	xx) DuitNow	

1.30 In relation to the stipulate requirements in Table 1 requirements for “**PAY**” category:

1.30.1 “**PAY**” means the payment made from the Account of the Accountholder via RHB Now or RHB Now Mobile Banking to pay utilities bill or other bills under participating billing organizations. “**Pay**” is divided into two categories as shown in the table below.

PAY (TABLE A) (transaction below are included for Bonus Rate)	PAY (TABLE B) (transactions below are excluded from Bonus Rate)
Bill payment under Other Biller and JomPAY made to billing organization via RHB Now or RHB Now Mobile Banking	i) Payment to any RHB Credit Card ii) Payment to any RHB Loan

1.31 In relation to the stipulate requirements in Table 1 requirements for “**SPEND**” category:

1.31.1 “**SPEND**” means the total retail spending by the Accountholder. “Spend” is divided into two categories as shown in the table below.



RETAIL SPENDING (TABLE A) (transactions below are included for Bonus Rate)	RETAIL SPENDING (TABLE B) (transactions below are excluded from Bonus Rate)	
(i) Local and overseas retail purchases	i) Easy Payment Plan (EPP) ii) Balance Transfer (BT) iii) Cash Excess iv) Credit Card Outstanding Balance v) Finance Charge vi) Annual Fee vii) Late payment Charge	viii) Reversal on Transaction ix) Disputed Transaction x) Fraudulent Transaction Card xi) Card Replacement Fee xii) Sales and Services Tax (SST) xiii) Dial - An -Installment xiv) Other Fees and Charges

- 1.32 All retail transaction amounts charged and posted to Accountholder's principal and (where applicable) supplementary RHB credit card(s) and / or debit card within the calendar month will be aggregated for computing the total amount charged.
- 1.33 For existing or new Debit Card, the card has to be tagged as primary to RHB Smart Account in order to qualify for Bonus Rate under "**SPEND**" category.
- 1.33.1 Total accumulated spending can be in multiple credit cards under the same customer's profile. However, to be eligible for debit card retail spending, RHB Smart Account must be tagged as primary account to the respective debit card.
- 1.33.2 All retail transactions bearing posting dates within the same calendar month will be aggregated for computation. Any retail transaction amount which is not posted will not be computed. RHB is not responsible for any failure or delay in the transmission or posting of any retail transaction. RHB's records on the posting date of any retail transaction shall be final, conclusive and binding.
- 1.33.3 If there is a void or reversal transaction (cancellation of spend), the bonus interest calculation for the same calendar month will take the net spending amount after deducting the voided amount. For example, if an Accountholder spends RM2,000 on 5 December 2016 with his/her RHB credit card, subsequently there is a void transaction amounting RM500 in his RHB credit card on 15 December 2016, the bonus interest calculation for December 2016 will be computed based on net spending amount of RM1,500.
- 1.33.4 The following amounts incurred through the use of RHB credit card and / or debit card is/are excluded from computation of retail transaction amount:
- i. credit card and / or debit card fees and charges (e.g. annual fees, finance and late payment charges, etc.),
  - ii. balance transfer / Easy Payment Plan (EPP)/Cash Excess,
  - iii. amounts converted to Installment plan/ Dial-An-Installment,
  - iv. transactions that are voided, reversed or cancelled within the calendar month, and
  - v. such other amounts notified by RHB from time to time.
- 1.34 If RHB credit card and / or debit card is terminated for any reason, whether by the Accountholder or RHB, then all amounts charged and posted within the calendar month of the termination (if any) are disqualified from computation of retail transaction amount. For example, if the eligible customer terminates his RHB credit card on 30 October 2016, then all amounts charged and posted to the terminated credit card from 1 October 2016 until 30 October 2016 (if any) are disqualified and will not be computed.
- 1.35 In relation to the stipulate requirements in Table 1 for "**INVEST**" category:
- 1.35.1 "**INVEST**" means the purchase of RHB financial products with minimum of RM1,000 accumulated within a calendar month. Bonus payment will be paid based on net investment amount.
- 1.35.2 Net investment amount = Total Investment Amount – (Sales Charge & SST).
- 1.35.3 To enjoy the Bonus Rate, the purchase must be done through RHB Bank Retail and or RHB Islamic Bank Branches.
- 1.35.4 Only confirmed purchase amount of RHB financial products within the same calendar month will be aggregated for bonus interest computation.
- 1.35.5 Bonus interest will only be paid after the cooling off period (if any).
- 1.35.6 RHB financial products such as non-EPF Investment, Private Retirement Schemes (PRS) & Unit Trust (UT) funds that impose service charge of 4% or above are eligible.



1.36 Below are some illustrations on the interest computation for Base Interest & Bonus Interest:

**Scenario A:** Customer A fulfills the requirements for “SAVE” and “PAY”.

Date	Transactions	Interest Computation
6 Aug 16	Customer A opens RHB Smart Account with RM2,000.	<b>MAB</b> $=RM[7(2,000)+1,500+11(1,400)+7(1,350)]\div 31$ $=RM1,301.61$
13 Aug 16	Customer A pays RM500 from his RHB Smart Account to settle his Astro bill.	
14 Aug 16	Customer A pays RM100 from his RHB Smart Account to Telekom.	<b>Base Interest Rate</b> $=RM[7(2,000)+1,500+11(1,400)+7(1,350)]$ $\times 0.5\% \div 366$ $=RM0.55$
25 Aug 16	Customer A pays RM50 from his RHB Smart Account to Celcom.	
		<b>Bonus Interest Rate</b> <ul style="list-style-type: none"> <li>✓ MAB &gt; RM1,000</li> <li>✓ Fulfill requirement of 'SAVE' &amp; 'PAY'</li> </ul> $=RM1,301.61 \times (1.50\% + 0.50\%) \times 31 \div 366$ $=RM2.21$

**Scenario B:** Customer B fulfills the requirements for “SAVE”, “SPEND” and “INVEST”.

Date	Transactions	Interest Computation
1 Sep 16	Customer B has a total of RM3,000 in his RHB Smart Account.	<b>MAB</b> $=RM[7(3,000)+14(5,000)+9(4,500)]\div 30$ $=RM4,383.33$
8 Sep 16	Customer B deposits RM2,000 into his RHB Smart Account.	
20 Sep 16	Customer B spends RM600 using his credit card.	<b>Base Interest Rate</b> $=RM[7(3,000)+14(5,000)+9(4,500)] \times 0.50\% \div 366$ $=RM1.80$
22 Sep 16	Customer B spends RM500 using his debit card.	
27 Sep 16	Customer B purchases RM2,000 of RHB financial product.	<b>Bonus Interest Rate</b> <ul style="list-style-type: none"> <li>✓ MAB &gt; RM1,000</li> <li>✓ Fulfill requirement of “Save”, “Spend” &amp; “Invest”</li> </ul> $=RM4,383.33 \times (1.50\% + 0.50\%) \times 30 \div 366 + (1.00\% \times RM2,000)$ $=RM7.19 + RM20$



**Scenario C:** Customer C fulfills the requirements for “PAY”, “SPEND” and “INVEST” without “SAVE”.

Date	Transactions	Interest Computation
1 Oct 16	Customer C has a total of RM8,000 in his RHB Smart Account	MAB =RM[7(8,000)+12(8,900)+12(8,700)]÷31
8 Oct 16	Customer C deposits RM900 into his RHB Smart Account	=RM8,619.35
20 Oct 16	Customer C pays 3 bills total of RM200 from his RHB Smart Account to TNB, Syabas and Maxis via RHB Now (Mobile Banking)	<b>Base Interest Rate</b> =RM[7(8,000)+12(8,900)+12(8,700)]x0.50%÷366
22 Oct 16	Customer C spends RM1000 using his credit card	=RM3.65
27 Oct 16	Customer C purchases RM3,000 of RHB financial product	<b>Bonus Interest Rate</b> Not entitled as Customer C does not full-fill the 'SAVE' requirement i.e. minimum deposit of RM2,000

- 1.37 The Base Interest Rate and Bonus Interest Rate might vary from time to time and the Accountholder may find the latest rates at RHB's website at [www.rhbgroup.com](http://www.rhbgroup.com).
- 1.38 In the event of closure or the account is not in active status, the Accountholder will not be entitled for any Base Interest Rate or Bonus Interest Rate for the calendar month.
- 1.39 Monthly Account Statement for RHB Smart Account can be viewed via RHB Now.

RHB Smart Account is protected by PIDM up to RM250,000 for each depositor. Investment products are not protected by PIDM.

## 2. Savings account

### Passbook

- 2.1 Where a passbook is issued in respect of the Savings Account, you must present the passbook when withdrawals are made at any of the branches.
- 2.2 Entries in the passbook will either be machine validated or entered manually under the signature of our authorised officer.
- 2.3 The passbook is not conclusive as to the current balance of the Savings Account as deposits may be made or items charged without any entry being made in the passbook.
- 2.4 The replacement for lost, mislaid or mutilated passbook may be issued against a duly signed and stamped Letter of Indemnity by you, subject to payment of a service fee.

### Saving Account statements

- 2.5 Statements of Saving Account will be issued to you on a quarterly basis except Passbook Savings Accountholder.

### Junior Savings Account

- 2.6 The Accountholders for this Account must be below the age of eighteen (18) years old.
- 2.7 We reserve the right to convert the Account to another appropriate account if the Account does not have the Accountholder who is younger than eighteen (18) years old.

### RHB Future Saver account

- 2.8 A statement based Savings Account is only made available to joint/trust account with a parent / legal guardian who is at least 18 years old and a child below 18 years old. This Account is entitled to base interest and bonus interest and is entitled for insurance coverage as stipulated below.





#### A. Calculation of base interest and bonus interest

- i. **Base interest** is calculated with reference to the daily credit balance in the account on a daily basis at the interest rate specified by us. The base interest is calculated using the formula below, and will be accrued on a daily basis and credited to the Account on the last day of the month.

##### Calculation of Base Interest

$$\frac{\text{Total daily credit balance} \times \text{Base Interest \% p.a.} \times \text{Total Calendar days in the month}}{\text{Actual number of days for the year}}$$

- ii. **Bonus interest** is calculated with reference to the previous month's last day balance in the Account and is subject to the following terms:
- You will be eligible for bonus interest only if the current month's last day balance is higher than the previous month's last day balances by a minimum monthly incremental balance of RM100 for Future Saver 100 and / or RM300 for Future Saver 300 respectively. The minimum monthly incremental balance which is presently set at RM100 and RM 300 may vary from time to time by us.
  - The bonus interest is calculated using the formula below, and will be credited to the Account on the first calendar day after the current month.

##### Calculation of Bonus Interest

$$\frac{\text{Last Day Balance of [Month N - Month (N - 1)]} \times \text{Bonus Interest \% p.a.} \times \text{Total Calendar days in month}}{\text{Actual number of days for the year}}$$

*N = Current Month*

- If you fail to meet the requisite minimum incremental amount as stated in (ii)(a) above, the Account will only be entitled to base interest for that month. The monthly bonus interest will only accrue when you meet the requisite minimum incremental amount as stated in (ii)(a).
- Maximum bonus interest is capped at RM50 per month.

#### B. Insurance coverage

- i. The complimentary insurance protection ('Insurance') coverage is illustrated in the table below:

Accountholder	Type of Insurance
Parent / Legal Guardian	Term Life Insurance Protection (TL), underwritten by Tokio Marine Insurans (Malaysia) Berhad
Child	Personal Accident Insurance Protection (PA), underwritten by RHB Insurance Berhad

- The specific terms and conditions for the complimentary insurance are available upon request at the branches.

#### C. Insurance eligibility: Illustration for the first five years from the Account opening date

- i. Each Account is entitled to complimentary Insurance provided there is not more than 1 lapse in the minimum monthly incremental balance as defined in Clause A(ii)(a) above in the Account for each of the first five year from the Account opening.

#### D. Insurance eligibility: Illustration for the sixth year onwards from the Account opening date

- i. From the sixth year onwards, you will still qualify for insurance coverage with minimum monthly last day balance of RM 5,000 in the Future Saver 100 and minimum monthly last day balance of RM 15,000 in Future Saver 300. For example, if you do not meet the criteria of minimum monthly last day Balance in October 2020, the Insurance Coverage will cease to be effective on 31<sup>st</sup> October 2020. You are no longer entitled to Insurance coverage even though maintain minimum monthly last day balance at the following month.

All savings accounts are protected by PIDM up to RM250,000 for each depositor.



### 3. Fixed Deposit

#### Placement of deposit

- 3.1 Fixed deposits can be placed for tenures from one (1) month up to sixty (60) months or such other tenures as may be determined by us. Notwithstanding the above, if the maturity date falls on a non-Banking Day, any renewal/disposal instructions by you will be carried out on the next Banking Day.
- 3.2 We reserve the right with prior notice of seven (7) calendar days in the manner prescribed in Clause 23 of the Standard Terms and Condition to stipulate and, the minimum amount of deposit to open a fixed deposit account.
- 3.3 The validity and availability of any funds deposited in the fixed deposit account by way of a cheque(s) is subject to the clearance of the said cheque(s).

#### Interest

- 3.4 All fixed deposits with auto renewal features will be automatically renewed on maturity at the Bank's discretion for further identical tenure at the rate of interest prevailing at the time the deposit is renewed. Interest accrued will be compounded on renewal.

#### Premature Withdrawal of Fixed Deposit

- 3.5 If you uplift the fixed deposit before maturity **before 1 January 2019**, the following shall apply:
  - a) No interest shall be paid for:
    - (i) fixed deposit placed for periods of one (1), two (2) or three (3) months that has not completed its respective full period
    - (ii) fixed deposit uplifted before the completion of the first three (3) months period
  - b) Interest will be paid based on 50% of the contracted rate on completed months subject to the completion of at least three (3) months from the date of placement.

If you uplift the fixed deposit before maturity **after 1 January 2019**, the following shall apply:

- a) No interest shall be paid if fixed deposit uplifted before the completion of the contracted tenure, regardless of the number of completed months at the time of premature withdrawal.

#### Partial Withdrawal of Fixed Deposit

- 3.6 Partial withdrawal of fixed deposits before maturity is allowed for all new and renewed fixed deposits from 1 June 2011 onwards unless specified otherwise by us. Early partial withdrawal is allowed in multiples of RM1,000.00 and the balance of the fixed deposit must not be less than RM5,000.00 unless we specified otherwise.
- 3.7 Interest will be paid on partially withdrawn amount in accordance with Clause 3.5 above, whereas interest at the contracted rate will continue to be payable on the remaining balance in the Fixed Deposit subject that the Fixed Deposit is held until maturity.

#### Senior Fixed Deposit and Fixed Deposit P.A.Y.S

- 3.8 Deposits placements must be made in tenures that are offered by us and we reserve the right to determine any such other tenure from time to time.
- 3.9 You must maintain either a Savings or Current Account with us for crediting of interest.
- 3.10 Interest is paid on monthly basis and credited into the designated RHB Savings or Current Account.
- 3.11 Early partial withdrawal is allowed in multiples of RM1,000.00 and the balance of the Senior Fixed Deposit or Fixed Deposit P.A.Y.S must not be less than RM10,000.00 and interest will be paid in accordance to Clause 3.7 above.
- 3.12 For premature withdrawal, interest will be paid accordance with Clause 3.5 above and we reserve the right to recover the interest credited to the designated account from the principal amount at the time of premature withdrawal.
- 3.13 To open senior fixed deposit account, one of the Accountholders must be at least fifty (50) years of age.

All fixed deposits are protected by PIDM up to RM250,000 for each depositor.

### 4. Multi Currency Account

#### General

- 4.1 These terms and conditions are applicable for both call and term deposit Accounts (collectively referred to as "MCA") opened or to be opened with The Bank.
- 4.2 The Bank reserve the right to stipulate the acceptable type of foreign currency and the interest rates for deposits will be subject to certain tenures and conditions in which full details can be viewed at [www.rhbgroup.com](http://www.rhbgroup.com).
- 4.3 Opening of MCA with The Bank shall be administered in compliance with the relevant provisions of the Notices on Foreign Exchange Administration Rules ("FEA Rules") and directions issued by Bank Negara Malaysia ("BNM") pursuant to the Financial Services Act 2013 and its amendments thereto from time to time.
- 4.4 In accordance with the FEA Rules, all foreign currency accounts maintained by Malaysian residents with licensed onshore banks in Malaysia shall be designated as either Trade Multi Currency Account



(Trade MCA) or Investment Multi Currency Account (Investment MCA) based on the purpose of opening of account. The approved sources and uses of funds of both Trade MCA and Investment MCA are as per the FEA Rules notices/ directions issued by BNM (Appendix 1). The classification of MCA by the Bank is as per below:

- i. For Individuals, the MCA- Individual Account (INDA) and MCA- Educational and Employment Account (EDEA) are classified as Investment MCA (Investment FCA under BNM new measure), while, MCA- Individual Export Proceeds Account (INEX) is classified as Trade MCA (Trade FCA under BNM new measure).
  - ii. For Entities, the MCA- Export Proceeds Account (EXPA) is classified as Trade MCA (Trade FCA under BNM new measure), while, MCA-non Export Proceeds Account (NEPA) is classified as Investment MCA (Investment FCA under BNM new measure)
- 4.5 The operations, sources and uses of funds to and from the Trade MCA and Investment MCA with the Bank shall be governed by the relevant provisions under the FEA Rules, regulations and directions issued by BNM from time to time and its amendments thereto from time to time.
  - 4.6 The MCA is a non-cash account. Export or non-export proceeds may be deposited only by means of telegraphic transfer, foreign bank draft, cheque or negotiable instrument in such form and substance acceptable. Proceeds of any Ringgit Malaysia or other foreign currency cheque, draft or negotiable instrument and monies payable to the Accountholder shall be credited to the MCA at the prevailing exchange rate on the payment date or any rate agreed by the parties on the payment date.
  - 4.7 No withdrawals from the MCA will be permitted in any foreign currency in cash. The Bank will send an official advice for each sum received for the credit of the Account.
  - 4.8 All buying and selling of foreign currencies must be done through your RHB's account domicile branch as no inter-branch transaction is allowed.
  - 4.9 The Bank reserves the right to levy a service charge in connection with the operation of the Account. The applicable service charge will be notified to the Accountholder from time to time in the manner set out in these Terms and Conditions. A statement of Account will be issued to the Accountholder every month.
  - 4.10 The Bank shall not be responsible or liable for any loss resulting from the remittance or transfer of proceeds of any deposit uplifted where such proceeds are remitted or transferred in accordance with instructions given by the Accountholder.
  - 4.11 Unless instruction is received on a term deposit placement date or at least two (2) business days before a term deposit matures, the term deposit will be automatically renewed on maturity for a further identical tenure for the same currency at the rate of interest prevailing at the time the deposit is renewed. Interest accrued will be compounded on renewal.
  - 4.12 For renewal of the term deposit, The Bank will send an official advice to the Accountholder's address last registered with the Bank. The new advice will supersede and replace the earlier advice.
  - 4.13 Premature withdrawal of the term deposit is not permitted unless under exceptional circumstances and at The Bank's discretion. Where a premature withdrawal of the term deposit is permitted by The Bank, no interest will be paid on the term deposit.
  - 4.14 No deposit may be assigned, charged, pledged or otherwise encumbered by the Accountholder in any manner whatsoever except with our prior written consent of the Bank.
  - 4.15 The Bank shall not be responsible for nor be liable for any diminution in the value of the currency of the deposit due to taxes, imposts, depreciation or devaluation, or for the unavailability of any currency due to restrictions on convertibility, requisitions, involuntary transfer, exercise of military or usurped powers, or any other causes whatsoever which are beyond our control.
  - 4.16 The Accountholder must accept the risk of foreign acts of state in respect of the unavailability of the repayment of the deposit if such repayment is rendered illegal or deferred by any act or order of the Government of the currency involved or of the country where such deposit is alternatively placed and we shall incur no liability by reason of any change in the applicable law, governmental regulation or order, of the country of currency, or in the country where such deposit is placed.
  - 4.17 For resident(s) with domestic borrowings, conversions of Ringgit to foreign currencies and deposits into Investment MCA is subject to limit imposed by Bank Negara Malaysia i.e.: RM50million p.a. for company accounts and RM1million p.a. for individual accounts. No limit is imposed for resident(s) without any domestic borrowings. Not applicable to non-resident(s)/foreigners(s).
  - 4.18 The Bank reserve the right to assign a committed or internal limit to the Account which may be less than the eligible limit by virtue of Financial Services Act 2013, Notice 3 Investment in Foreign Currency Asset. This also applies to the Accounts where no limits have been imposed. This committed or internal limit shall be subject to periodic reviews by the Bank.
  - 4.19 A resident exporter is allowed to retain up to 25% of export proceeds in foreign currency while a minimum of 75% of the export proceeds must be converted into Ringgit (at such rate as the Bank deems fit) and shall be credited into Ringgit account using the published rates or contracted rates, if the Bank does not receive any conversion request from resident exporter client:
    - i. By 4.00 p.m. on the same business day for foreign currency proceeds received before 12.00p.m.;
    - ii. By 4.00 p.m. the next day for foreign currency proceeds received from 12.00 p.m. onwards; or



- iii. The next business day for foreign currency proceeds received on public holiday
- 4.20 BNM's prior written approval must be obtained if the Accountholder wish to retain more than 25% of foreign currency export proceeds in Trade MCA.
- 4.21 The remaining 25% of the Foreign Currency export proceeds can be retained in the Trade MCA for purposes of loan repayment/ financing payments, import payments or for transfer to Investment MCA. The Accountholder may request from the Bank to simultaneously reconvert export proceeds at the same rate on the payment obligations (supported with firm and/ or anticipatory underlying) of up to 6 months, if the retained Trade MCA is insufficient by providing documents below to the Bank:
  - i. Documentary evidence for firm obligation; and
  - ii. Make declaration for anticipatory obligation  
(An instruction form has been specifically crafted to facilitate customer's instruction as laid out in Annexure A)
- 4.22 The latest measure under FEA Rules will also apply on all loan/ financing proceeds based on export transactions, where a minimum of 75% of the financing proceeds must be converted into Ringgit and customers can retain up to 25% of the financing proceeds in Foreign Currency. Any request for reconversion will follow the same process as laid out in item 4.21 above.
- 4.23 All foreign currency proceeds for export of goods are to be credited into Trade MCA only.
- 4.24 All THB currency in RHB Multi Currency Account is defined as Non-Resident Baht Account (NRBA) to accommodate THB funds for the purpose of settlement in trade, services, lending or direct investment activities in Thailand ONLY. RHB Multi Currency Account CANNOT accommodate THB funds/settlement that is not in the same category such as Non-Resident Baht Securities (NRBS).
- 4.25 Conversion of IDR funds in the RHB Multi Currency Account to Ringgit or other foreign currencies is subject to market depth or counterparties availability.
- 4.26 The Accountholder shall furnish the Bank with any information as may be required by the Bank from time to time pertaining to the FEA Rules.
- 4.27 Accounts bearing zero outstanding balance for three (3) months consecutively are subject to closure within fourteen (14) business days of notice in writing to the Accountholder.
- 4.28 The Bank reserve the right to convert and remit such deposits to the Registrar of the Unclaimed Moneys in Ringgit Malaysia or in any other foreign currency as the Bank deem appropriate at our prevailing conversion rate.
- 4.29 The Bank shall be at the liberty at any time with prior notice given to the Accountholder in the manner prescribed in the Terms and Conditions to set-off the deposited sum or any part thereof against such indebtedness in Malaysia and abroad, actual or contingent, primary or collateral, joint and several notwithstanding such indebtedness is in a different currency from the deposit and we are authorised to effect any necessary conversion at the conversion rate to be determined by the Bank.
- 4.30 Notwithstanding the above terms and conditions, the opening and operation of the MCA is subject to the banking practices and laws of Malaysia, Financial Services Act 2013, rules and regulations of the Association of Banks in Malaysia and the rules and notices applicable for foreign exchange transaction under the Foreign Exchange Control for Malaysia as determined by the Foreign Exchange Administration (FEA) Department and any other regulatory bodies established by Bank Negara Malaysia including any amendments made to such laws, rules and regulations from time to time.

#### MCA Gold & Silver Investment

- 4.29 Buying and selling of commodity i.e gold and silver investment must be in Ringgit Malaysia (RM) only.

The requirement for initial minimum investment is as follows:-

##### Gold

- i. Individual – 5 grams
- ii. Business – 50 grams
- iii. Subsequent minimum purchase 1 gram in multiple of 1 gram

##### Silver

- i. Individual – 300 grams
- ii. Business – 1000 grams
- iii. Subsequent minimum purchase 10 grams in multiple of 1 gram

- 4.30 No interest will be earned through the commodity investment. Therefore, the commodity investment will be placed in call form without interest and no term placement will be allowed.
- 4.31 All buying and selling of commodity investments must go through our domicile branch as no inter-branch transaction is allowed.
- 4.32 No transfer of commodity investment balances from one account to another within RHB branches or to other banks is allowed. Hence, telegraphic transfer cannot be used.
- 4.33 No conversion of paper commodities into physical commodities is permitted.
- 4.34 No certificates of commodity investment will be issued as our branch level will only acknowledge the commodity transaction via the Bank's system validation on the application form as well as balance stated in the monthly statement or shown in the internet banking balance inquiry.



- 4.35 There will be no conversion from physical to paper form to be deposited into the Account.
- 4.36 Prices for buying and selling of commodities may be obtained from the commodities rates published at [www.rhbgroup.com](http://www.rhbgroup.com) or from any of our branches nationwide.
- 4.37 We reserve the right to accept or reject any transactions that may in our opinion contravene any rules and regulations such as Anti-Money Laundering, Foreign Exchange Administration Rules and etc.

RHB Multi Currency Account are protected by PIDM up to RM250,000 for each depositor. MCA Gold Investment and MCA Silver Investment are not protected by PIDM.

## **B. WEALTH MANAGEMENT**

### **5. Investment Services**

#### **5.1 Information on Investment and request for Investments**

- 5.1.1 Subject to applicable regulations and/ or laws, we shall send relevant information to you.
- 5.1.2 When you request to purchase Investments in such form or manner as may be prescribed by us, we as the agent, apply to the UTMC concerned for the Investments which you wish to purchase.
- 5.1.3 You expressly authorize us to debit your Account with such monies as may be required for the application and purchase of the Investments only on condition that you have enough money in your account. If the monies in the Account is insufficient for the application and purchase of the Investments that have been requested by you, we shall have the discretion:
  - i. not to apply for the Investments that you have requested; or
  - ii. to apply for you only the amount of Investments as the monies in your Account is sufficient for.
- 5.1.4 If your Account is overdraft account, the Account shall be deemed to have sufficient credit up to the limit of the overdraft facility granted by us to you.
- 5.1.5 You acknowledge that the UTMC concerned has the discretion to accept or reject any application for Investments, whether in whole or in part, and we cannot be responsible or liable in respect of any loss whatsoever which you may suffer or incur as a result of any failure or delay to purchase, whether in whole or in part, the Investments requested.
- 5.1.6 Whenever you apply for Investments through us, you confirm that you have made your own independent assessment or have relied on the advice of your own advisers in respect of the Investments requested. You further confirm that you have not relied on any representation which may have been made by us, implied or express, or as contained in any Information which may have been sent by us to you.
- 5.1.7 You acknowledge that any application for Investments made to a UTMC pursuant to a request for Investments will be made in the name of the nominee.
- 5.1.8 While we will endeavor to expeditiously make an application for Investments following a request for Investments by you, We shall not be responsible or liable for any loss whatsoever which you may suffer or incur as a result of any failure by us to make the application within three (3) Business Days.

#### **5.2 Holding of Investments**

- 5.2.1 All Investments purchased by us pursuant to the request for Investments by you shall be held by and in the name of the nominee. In this connection, you expressly acknowledge that the name of nominees or its interest in any of the Investments may not be reflected in any records of the UTMC concerned.
- 5.2.2 Although held by and in the name of the nominee, all Investments held by and in the name of the nominee purchased by us pursuant to a request for Investments by you shall be reflected in the Investment Account.
- 5.2.3 We shall be entitled to authorise the nominee to appoint, without your consent or authority or notice, any bank, trust company or member company of any securities exchange to act as:
  - i. a sub-nominee to hold and/ or be the registered owner of any of the Investments purchased by us pursuant to a request for Investments by you; and/ or
  - ii. an administrator to assist in the performance of any obligation imposed by these Terms and Conditions;
  - iii. on such terms as we at our discretion, consider appropriate provided always that if we and/ or the nominee has exercised reasonable care and skill in the appointment of such bank, trust company or member company of any securities exchange, we shall not be liable or responsible for any act or omission of such party(ies) in connection with any of the Investments.





### 5.3 Redemption of Investments

- 5.3.1 Upon request from us to redeem Investments in such form or manner as may be prescribed by us, we will, as the agent, apply to the UTMC concerned for the redemption of the Investments which you wish to redeem.
- 5.3.2 Upon receipt of the redemption proceeds from the UTMC concerned or dividend payout, we shall credit such proceeds or dividend into the Account. Notwithstanding the aforesaid, we may if instructed by you, pay such proceeds or dividend in the form of a cheque; in such event, we shall be entitled to charge a fee in respect of the issuing of such cheque. If we fail to credit such proceed or dividend into your Account as instructed by you for any reason whatsoever, we shall have the right to credit such proceed or dividend to another Account under same party of the Investment Account Holder(s) or pay in the form of a cheque to the same party and same operating mandate of the Investment Holder(s) without prior notice to you.
- 5.3.3 While we will do our best to expedite an application for redemption of Investments following a request for redemption by you, we shall not be responsible or liable for any loss whatsoever which you may suffer or incur as a result of any failure by us to make the application within three (3) Business Days.
- 5.3.4 You acknowledge that redemption proceeds are paid to us by the UTMC concerned and that we cannot be responsible or liable for any loss whatsoever which we may suffer or incur as a result of any failure by the UTMC concerned to pay the redemption proceeds to us within any particular period of time.

### 5.4 Sale or Transfer of Investments

- 5.4.1 Subject to such changes, rules and/ or procedures as we may impose from time to time or at any time, you shall be entitled to request that any Investments requested by you and purchased for you by us be transferred to the account of another client of the Bank.

### 5.5 Switching of Investments

- 5.5.1 Subject to the prevailing policy as may be adopted by us from time to time, if any, relating to the relevant Investments, you may request a switching of Investments in such form or manner as may be prescribed by us.
- 5.5.2 For avoidance of doubt, switching, if permitted under the prevailing policy, shall involve only Investments distributed by us.
- 5.5.3 We reserve the right to impose switching fee as in respect of any switch carried out at your request.

### 5.6 Income from Investments

- 5.6.1 Upon receipt of any income, distributions, dividend payments or other payments in respect of the Investments held in the Investment Account, we shall, unless otherwise instructed in writing by you, reinvest such income, distributions, dividend payments or other payments in the purchase of the same investments within three (3) Business Days of such receipt.

### 5.7 Transactions and Transaction Records

- 5.7.1 In respect of all transactions made in connection with the Investments pursuant to these Terms and Conditions, we shall have the discretion to round up or to round down the prices of Investments as we shall at our discretion deem fit.
- 5.7.2 For the avoidance of doubt, the person authorise to give the Bank any instruction in respect of any Investments or the Investment Account shall be the same person or persons authorised to operate your Account.
- 5.7.3 We may, at our discretion, require you to hold in your Investment Account such minimum amount of Investments as we may prescribe failing which we shall be at liberty to close the Investment Account.
- 5.7.4 We will, once every six (6) months or such other time as may be prescribed by us or any relevant authority, give you a Transaction Record showing:
  - i. the amount of Investments purchased and added to the Investment Account, if any;
  - ii. the amount of Investments redeemed and deducted from the Investment Account, if any;
  - iii. the amount of Investments switched in the Investment Account, if any;
  - iv. the amount of Investments transferred to or from the Investment Account, if any;
  - v. the amount of any bonus Investments declared and issued by any relevant UTMC and added to the Investment Account, if any; and
  - vi. any "unit split" or "unit merge" declared and effected by any relevant UTMC in respect of any of the Investments in the Investment Account, if any;



vii. in the period covered by the Transaction Record.

5.7.5 All Investment Account balances shown in a Transaction Record will be considered correct unless we are notified in writing by you of any discrepancy within fourteen (14) days of deemed receipt of the Transaction Record.

## 5.8 Authority and Instructions

5.8.1 The person or persons authorized to give instructions to us in respect of any matter pertaining to the Investments and the Investment Account shall be the same person or persons duly authorized to operate the Account. Any instructions in respect of any matter pertaining to the Investments and the Investment Account shall be in writing duly signed by the person or persons authorized to give such instructions to us and shall be given;

- i. in the form of the prescribed form provided by us, if any;
- ii. by letter delivered by hand or sent by pre-paid post; or
- iii. by fax transmission, followed by the original mail.

5.8.2 We are prepared to accept the instructions by telephone but such telephone instructions must be followed by a written confirmation in the abovementioned manner.

5.8.3 In respect of any instruction received in writing by us, our only duty of verification shall to ascertain that the signature or signatures appearing on the instructions purport to be that of those of the person or persons authorized to give the instructions. We are not obligated to verify the authenticity of signature or signatures or the identity or identities of the person or persons responsible for the signature or signatures.

5.8.4 If we decide to seek verification of the authenticity of any signature or the identity of any person responsible for the signature, such action shall not in any way bind us in respect of any future instruction given by you and we shall be entitled to rely strictly on the provisions of Clause 5.8.2.

5.8.5 Instructions shall be treated as having been received by us only when they come to the attention of the Investment Services, Investment Products and Research Department; if received after 2.30p.m. or such later time on a Business Day as may be determined by us, instructions shall be deemed to have been received on the following Business Day.

5.8.6 We shall have the discretion to refuse to comply with any instruction which, in our opinion, is unclear or ambiguous or which would or might cause us to contravene any law or regulation (whether or not having any legal and binding effect. We shall not be liable or responsible for any loss whatsoever which we may suffer or incur as a result of we refuse to act in such circumstances.

5.8.7 Instructions given by you to revoke a previous instruction shall be considered validly given only if the previous instruction has not yet been effected by us.

## 5.9 Fees, Charges and Expenses

5.9.1 In using the Investment Services, you expressly acknowledge that there may be fees and charges imposed by the UTMCs concerned in respect of the Investments sought to be purchased, redeemed or switched. You further agree that, in the case of redemptions, redemption proceeds credited into your Account shall be net of such fees and charges; if any.

5.9.2 As consideration for the use of the Investment Services provided by us, you shall pay such fee as may be determined by us from time to time. In respect of any service not expressly mentioned herein provided by us in connection with the Investment services which we consider exceptional in nature, you agree to pay us such amount as may be agreed between us and you from time to time.

5.9.3 We shall also be entitled to seek reimbursement from you in respect of such expenses and disbursements which the Bank may incur in the performance of its obligations hereunder or which we may have to pay to any UTMC in connection with any Investment transaction.

## 5.10 Unit Holder's Meetings

5.10.1 You expressly acknowledge that is not the Registered Holder of the Investments held in the Investment Account and, accordingly, that it has no right to attend any unit holders' meeting which may be convened in respect of any Fund the units of which are held by you as Investments.

5.10.2 In connection therewith, we shall not be obliged to inform you of any unit holders' meeting which may be convened in respect of any Fund the units of which are held by you as Investments; and we shall not be required to seek instructions from you in respect of any matter or vote proposed to be discussed or taken at any such meeting.

## 5.11 Notices

5.11.1 Any communication or notice required to be given by us or the nominee on our behalf to you may be given in writing and sent by pre-paid post or fax addressed to you at its last known



mailing address or facsimile number on record with us. Such communication or notice shall be deemed to have been duly received:-

- i. on the third (3rd) day after posting, if sent by pre-paid post, and
- ii. when the sender's fax machine registers a confirmation that the transmission is "OK".

#### **5.12 Indemnity**

- 5.12.1 You hereby agree to indemnify and hold harmless us, the nominee and/ or its/ their respective staff and agents in respect of any loss and damage which may be incurred or suffered by us, the nominee and/ or its/ their respective staff and agents arising out of, or in connection with, our performance of the agreement set out in these Terms and Conditions and in the course of the services rendered by them at any time or from any cause whatsoever including, without limitation, the purchase, holding, switching and redemption of the Investments, the operation of your Account(s) and the enforcement of these Terms and Conditions save and except where such loss and damage may have been incurred and suffered as a result of gross negligence or wilful breach of duty.
- 5.12.2 You shall not hold us, the nominee or their respective staff and agents liable for losses caused directly or indirectly by force majeure.
- 5.12.3 You further agree to be bound by these Terms and Conditions pursuant to which we and/ or the nominee effects each purchase, switching or redemption of any of the Investments.
- 5.12.4 Neither we nor the Nominee shall be required to take any legal action unless fully indemnified to its/ their reasonable satisfaction (as a prerequisite to taking such action) for all costs and liabilities by you.
- 5.12.5 Nothing in these Terms and Conditions or the indemnities contained in this Clause shall operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the laws of Malaysia.

#### **5.13 Termination**

- 5.13.1 *The agreement entered between you and us in relation to the Investment product may be terminated at our discretion at any time and may be cancelled by you giving us with a minimum of fourteen (14) days prior notice in writing.*
- 5.13.2 *If there is more than one accountholder, the investment account shall continue to be subject to the same mandate or authority as the Account upon the death or incapacity of any one or more of such person.*
- 5.13.3 *Upon termination of the agreement in relation to the Investment product, we shall be deemed to have been authorized by you to request the UTMC concerned to transfer the Investments into your name and, in so doing, we and/ or the nominees shall be discharged from any further responsibility therefore provided always that we shall not be liable to arrange for such transfer of the Investments until all your liabilities to us pursuant to these Terms and Conditions (including any outstanding fees and expenses payable under these Terms and Conditions) shall have been fully discharged.*

#### **5.14 Non-Exclusivity**

- 5.14.1 *The services provided by us (and/or by the nominee on the behalf of the Bank) to you under these Terms and Conditions are non-exclusive and neither we nor the nominee shall be liable or under any obligation:*
  - i. to account to the Customer for any benefit received by us and/ or the nominee for providing such services to others; or
  - ii. to disclose to you any facts or matter which may come to notice of the Bank or the notice of the nominee and/ or its respective staff and agents in the course of providing such services to others or in the course of the Bank and the nominee business in any other capacity or in any manner whatsoever otherwise than in the course of carrying out the Bank and the nominee duties under these Terms and Conditions.

#### **5.15 Representatives and Warranties**

- 5.15.1 By applying to the Bank for the provision of the Investment Services upon these Terms and Conditions, you (and if the Customer is more than one individual, each of such individuals) hereby represents, warrants and certifies that he/ she had read these Terms and Conditions and agrees to be bound by them and that you are not nor will it, by accepting these Terms and Conditions, be in violation of the provisions of any law, regulation, order or decree of any governmental authority or agency to which you are subject or any other contract, undertaking or agreement binding on you, your assets or to which you are subject.



## 5.16 General

- 5.16.1 If the Customer consists of more than one person, the following shall apply:
- i. the liabilities of all such persons shall be joint and several;
  - ii. We shall be entitled to require such persons to inform us in writing whether transactions in respect of the Investments should only be carried out upon the instructions:
    - a. of only one such person;
    - b. of two or more such persons; or
    - c. of all such persons;
 provided always that such person or persons under the age of eighteen (18) years shall not be eligible to give any instructions in respect of any investments;
  - iii. We shall be entitled to act upon the instructions of such person whose name appears first in the Account;
  - iv. We shall treat the person whose name appears first in the Account as the person entitled to receive any monies payable hereunder and the receipt by such person of any monies payable hereunder in respect of such investments shall be good discharge to us;
  - v. where any communication or notice is required to be given to you, it shall be sufficient for us to give such notice only to the person whose name appears first in the Account;
  - vi. subject to (vii) below, in the case of the death of one of such persons, the Bank and the nominee shall recognize the surviving person or persons as the only person or persons having any title, right or interest to and in Investments; and
  - vii. where a sole surviving person or all the surviving persons is or are under the age of eighteen (18) years, the Bank and the nominee shall recognize only the estate or estates of the deceased person or persons as having any title, right or interest to and in Investments.
- 5.16.2 We shall, and shall procure that the nominee shall, comply with the provisions of any law, regulation or order now or hereafter in force which purports to impose any duties on us and/ or nominee as the holder of any Investments to give any notification or to take or refrain from taking any action.
- 5.16.3 We shall be under no duty to take any action other than as specified in these Terms and Conditions with respect to any of the Customer Investments or cash held by us and/ or the nominee under these Terms and Conditions. We shall be entitled to receive and to act, or procure the nominee to act, upon any advice of counsel and shall be without liability for any action taken or thing done in good faith in reliance upon such advice.

## 6. STRUCTURED INVESTMENT

### 6.1 Availability of Structured Products Investments.

- 6.1.1 The available Structured Products Investments shall be either (i) Principal Protected Investments or (ii) Non-Principal Protected Investments.

### 6.2 Agreement to Invest in Structured Products Investments.

- 6.2.1 You agree to invest the principal amount with us, for the Structured Products Investments as specified in the Master Term Sheet and/or the Confirmation for the specified Tenor. You agree to pay us any amounts in connection with the Structured Products Investments as specified in or determined in accordance with the Master Term Sheet and/or the Confirmation which needs to be paid by you. We will receive or debit the Principal Amount from the Account in the currency in which it is due (unless otherwise required by the Bank) before the Cut-off Date and Time in full and freely transferable funds in the required currency without set-off, counterclaim, restriction or condition.
- 6.2.2 We reserve the right not to accept any Principal Amount received (or to accept only part of such Principal Amount) on or before the Start Date or, if the funds are not received in accordance with Clause 6.2.1. In this occurs, we will notify you as soon as practicable and any funds received but not accepted for the purpose of the Structured Products Investments will be paid to the Account as you have notified. If we has not been notified of such Account or that the notified Account has ceased to be operative, this amount will be paid to any of your Account where we determine or by way of cheque or in any form the Bank is determine. We will not be liable for any losses, damages or expenses incurred or suffered by you in connection with such non-acceptance of funds.
- 6.2.3 Notwithstanding any provisions set out here, if there is insufficient funds in the Account to meet the Principal Amount to be debited by us, we reserve the right to terminate the



Structured Products Investments (if already invested/executed by the Bank) with notice to the you as prescribed in Clause 26 of the Standard Terms and Conditions and you shall be liable for any unwinding costs, charges or administration fees incurred by us in terminating the Structured Products Investments.

- 6.2.4 Your instructions to us to invest in any Structured Products Investment are irrevocable and any Structured Products Investment invested by us for the Customer shall be binding on the Customer, notwithstanding any change in market conditions between the time of the instructions and the investment. Subject to the terms stated in the Master Term Sheet in respect of a Structured Products Investment, if we quote terms ("Quotation") for any Structured Products Investment and we accept the Quotation, provided that the Quotation remains valid and available at the time of investment/execution by us, we shall invest/execute the Structured Products Investment in accordance with the Quotation, which is binding on you. Notwithstanding the foregoing, you acknowledge and accept that the final terms executed/invested by the Bank may differ from the Quotation to you. You shall on your best effort basis execute/invest the Structured Products Investment on terms as close as possible to the Quotation subject to market conditions and we shall not be liable for any difference between a Quotation and the final terms whether due to or arising from any delay between the time of your acceptance and the time of execution/investment by us for any reason whatsoever including where the Structured Product Investment is executed during a Sales Period or by reason of operational error or systems failure. In the event of adverse market conditions, provided that we shall at all times act reasonably and in good faith, you acknowledge that the terms executed/invested by us may significantly differ from the Quotation. In all cases you are bound by the terms of the Structured Products Investment once executed/invested by us notwithstanding any difference between the Quotation and final terms.
- 6.2.5 Unless we agree otherwise and subject to our discretion, all payments of the Principal Amounts and/or any Interest in respect of the Structured Products Investments shall be paid into the Account.
- 6.2.6 The Structured Products Investments shall be governed by these Terms and Conditions contained here, the Master Term Sheet, Term Sheet (if applicable), the Risk Disclosure Statement, the Confirmation and such other documents, forms and mandates executed by you. These documents shall be read together as a single document and shall form a single agreement between the Bank and the Customer. In respect of a Structured Product Investment, in the event of any inconsistency between (i) the provisions of the Master Term Sheet and these Terms and Conditions, the provisions of the Master Term Sheet shall prevail (ii) the Master Term Sheet or Term Sheet and the Confirmation, the provisions of the Confirmation shall prevail.
- 6.2.7 In the event that these Terms and Conditions are sent by us to you and you accept it via e-mail, such e-mail acceptance is conclusive evidence of your acceptance of these terms and conditions. You are required to sign and return the scan copy of the executed terms and conditions which executed copy shall be deemed as the original copy unless the Customer request for a hard copy of these Terms and Conditions to be delivered following receipt of the email in which case you need to sign and return the executed hard copies of these terms and conditions to us within seven (7) days of receipt.

### 6.3 Interest on Structured Products Investments.

- 6.3.1 Unless otherwise specified in the Master Term Sheet and/or the Confirmation, the Interest for the Structured Products Investments shall accrue on the Principal Amount at the rate and for the Tenor provided in the Master Term Sheet and/or the Confirmation and shall be calculated on the basis of actual number of days elapsed in such Tenor divided by the Day Count Convention as specified in the Master Term Sheet and/or the Confirmation.
- 6.3.2 All rates, fixings and values required for the purpose of calculating the Interest and all other matters to be ascertained or established in respect of the Structured Products Investments shall be conclusively determined by us acting in a reasonable manner in accordance with prevailing market practice.

### 6.4 Confirmation.

- 6.4.1 As soon as practicable after you have invested in/executed the Structured Products Investments for you, we will send a Confirmation of such investment by way of telex, fax or electronic means from which a hard copy can be produced and which may or may not require your signature/acknowledgement.
- 6.4.2 You undertake to check, examine and verify the correctness of each Confirmation and shall inform us of any irregularities or discrepancies in the Confirmation within 24 hours or such other period as may be stated in the Confirmation, from the date of the receipt of the Confirmation, failing which you are deemed to have approved and accepted the contents of the Confirmation and the Confirmation shall be conclusive and binding on you. In the event that your acknowledgement/signature is required on the Confirmation, you shall promptly sign and return the Confirmation (whether hard copy or by email) to us provided that you





failure to sign/acknowledge the Confirmation as required shall not affect the acceptance of the terms of the Structured Product Investment stated in the Confirmation as provided in the foregoing sentence of this Clause.

- 6.4.3 Notwithstanding the above, we reserve the right to correct errors made in any Confirmations relating to the Structured Products Investments at any time and/or from time to time by reason of operational error on our part or on the part of other party.
- 6.4.4 Your execution of the Master Term Sheet/Confirmation or any other documents which are faxed back or a scan copy e-mailed to us shall be admissible in court as evidence of the acceptance of the same and shall be considered an original and primary document. A good transmission report generated by the fax of either party shall be deemed good service and simultaneous receipt of that.

## **6.5 Maturity.**

- 6.5.1 Unless otherwise specified in the Master Term Sheet and/or the Confirmation, subject to the payment of the Principal Amount and other sums (if any) specified in the Master Term Sheet and/or the Confirmation, on the Maturity Date of the Structured Products Investments, the Structured Products Investments shall automatically terminate and we shall pay the Payout Amount including where applicable, the relevant Interest (calculated in accordance with Clause 6.3 above) for the relevant Tenor.

## **6.6 Early Redemption or Termination.**

- 6.6.1 In the event you request for the Bank to redeem or terminate the Structured Products Investment prior to its Maturity Date, we may at our discretion accept or reject such request with or without any conditions. We are under no obligation to provide any reasons if we reject your request. If we accept the request, you need to comply with any conditions imposed by us and subject to compliance with such conditions, we will pay any sums of the Principal Amount as may be realized from the premature termination of the Structured Products Investments less such costs and charges as specified in Clause 6.6.2 below. We acknowledge that it is likely that the Payout Amount upon such early redemption or termination will be lower (and may even be non-existent) than if the Structured Products Investments had been invested until the Maturity Date. You are not entitled to withdraw the request for early termination/redemption once the request is made or received by us.
- 6.6.2 In the event of early redemption or termination of the Structured Products Investment, you shall bear and agree to indemnify us for any loss, damage, costs, or charges (if any) or administrative fees suffered or incurred in redeeming or terminating the Structured Products Investments in accordance with Clause 6.6.1, including legal costs, and unwinding costs incurred in relation to such premature termination which shall be deducted from the Payout Amount for the Structured Products Investment. Such loss, damage, costs, charges and fees shall be calculated in accordance with such formula as we may prescribe from time to time and we may deduct this from the Principal Amount or from any moneys in the Accounts or such other amounts (if any) which are otherwise payable to the Investor.
- 6.6.3 We are entitled to terminate the Structured Products Investments where the Structured Products Investments have a callable feature and the conditions of such termination shall be in accordance with the Master Term Sheet and/or the Confirmation.

## **6.7 Payment.**

- 6.7.1 We shall be discharged from our entire liability under these terms and conditions upon the payment of the Payout Amounts on the Maturity Date of a Structured Products Investment or, if early redeemed or terminated on such early redemption or termination date. The payment of such Payout Amounts shall be credited to the Account notified by us to you or if we have not been notified of such Account or that such Account notified by the investor has ceased to be operative, to any of the Account as we determine or by way of cheque or in some other form as we determine.
- 6.7.2 We may convert any Payout Amount denominated in a different currency into a currency and in a manner we consider appropriate at its prevailing rate of exchange.

## **6.8 Repayment.**

- 6.8.1 If we receive written notification addressed to us of the death, bankruptcy, winding-up or any other reasons which affects your power, authority or right in investing in the Structured Products Investments, we shall, unless we receive instructions to carry on with the Structured Products Investments from your lawful heirs, executors, administrators, personal or lawful representative or official receiver appointed to act on your behalf, terminate the Structured Products Investments prior to its scheduled Maturity Date in accordance with



Clause 6.6 and in particular subject to such costs, expenses and charges specified in Clause 6.6.2, and shall pay any amounts resulting from such termination into the Accounts, including in the case of a Principal Protected Investment.

- 6.8.2 Where we are presented with a garnishee order and/or Mareva injunction and/or injunction(s) and/or similar order from time to time whether in Malaysia or elsewhere issued against the Customer, we shall be entitled to accelerate and mature the repayment of any Structured Products Investment as if its repayment before maturity was made at your request and the Payment Amount for the Structured Products Investment shall be subject to and determined in accordance with Clause 6.6 above.

#### **6.9 Conflict of Interest.**

- 6.9.1 We are part of a large financial group and act simultaneously for a large number of clients, as well as for our own account. As such, conflicts of interest cannot be completely avoided. You acknowledge that we and our affiliates or clients may: (a) effect transactions for you through agency of and/or with a counterparty which is a related organization or a person otherwise associated with us; (b) have a position or a direct or indirect interest in the Structured Products Investments; or (c) have bought or sold the Structured Products Investments as principal or for other clients of the Bank. We or our affiliates and clients shall not be liable to account or specifically disclose to you any profit, charge or remuneration made or received from any such transaction or other connected transactions.
- 6.9.2 The services provided by us to you is non-exclusive and we are under no obligation to account to you for any benefit received for providing investment services to others or to disclose to you any fact or thing which may come to our notice, in the course of providing services to others or in any other capacity or in any manner whatsoever otherwise than in the course of carrying out our duties.

#### **6.10 Foreign Currency.**

- 6.10.1 Any foreign currency, being a currency (or sub-unit of any currency) other than Ringgit Malaysia, in an Account may (together with any sums in the same foreign currency deposited by other clients) be invested by the Bank in the Structured Products Investments agreed by you provided that you have opened a foreign currency account with us.
- 6.10.2 Our obligation to make payment in foreign currency shall be conditional upon the availability of such foreign currency and subject to commission charges to be determined by us from time to time.
- 6.10.3 Unless otherwise agreed, every payment received or made for the Account in a currency other than that of the Account may be converted by us into or from the currency of the Account at the Bank then prevailing rate of exchange. You shall bear any foreign exchange loss, charges or expenses.

#### **6.11 Joint Accounts.**

- 6.11.1 Unless we agree otherwise in writing, if the Account is opened in the name of more than one person, it shall be the joint account with right of survivorship and each such person ("Joint Account Holder") shall be jointly and severally liable for all obligations in respect of the joint account. The liability of each Joint Account Holder shall not be discharged or affected in any way by the death, incapacity, bankruptcy or liquidation of the other Joint Account Holder.
- 6.11.2 Notwithstanding the above, in the event of death of a Joint Account Holder, we may restrict or refuse to permit operation of the joint account until it has received such evidence that any estate duty or other duty or tax payable on such joint account has been paid and/or to initiate interpleader proceedings in the event of any conflicting claim.
- 6.11.3 Remittances received in favour of a Joint Account Holder alone may be credited to the joint account unless we have received contrary instructions.
- 6.11.4 Our obligation to notify the Joint Account Holders (where applicable) shall be discharged if the Bank notifies any one of the Joint Account Holder.
- 6.11.5 The provisions set out here shall govern the legal relationship between the Joint Account Holders and the Bank exclusively, irrespective of the internal relationship between the Joint Account Holders themselves or their successors.



## 6.12 Partnership Accounts.

- 6.12.1 If any person ceasing to be a partner by death, incapacity, retirement, bankruptcy or otherwise and whether or not we have received notice of such cessation, we shall be entitled to treat the surviving or continuing partner(s) as having full power and authority to carry on business of the partnership firm and deal with all its assets as freely as if there had been no change in the partnership and anything done pursuant to the instruction of such surviving or continuing partner(s) shall be conclusively binding on all persons concerned.

## 6.13 Company Accounts.

- 6.13.1 The Structured Products Investments invested by you shall be authorized by the company's board of directors' resolution approving the company to enter into and invest in the Structured Products Investments, appointing and authorizing authorized signatories to execute these terms and conditions and all other forms and documents required for the investment in the Structured Products Investments and appointing and authorizing an authorized representative to deal with the Bank in relation to the Structured Products Investments.

## 6.14 Powers of the Bank.

- 6.14.1 We are authorized (but not obliged) to exercise the following powers in its discretion without prior reference or notice to the Customer:-(a) to comply with all relevant laws, rules, regulations and by-laws of any regulatory authorities in respect of any of the Structured Products Investments; (b) to use the services of any agent of the Bank's choices (on such terms as the Bank consider appropriate, including terms which allow the agent to sub-delegate the performance of some or all of the agent's duties); and (c) where monies are payable in respect of any of the Structured Products Investments in more than one currency, to collect them in such currency and/or to convert them in such currency as the Bank determine; to take any action as the Bank shall think fit in relation to the Structured Products Investments.

## 6.15 Representation, Warranties and Undertakings.

- 6.15.1 The Customer represent and warrant the following:-
- a) if the Customer is a corporation, that the Customer is duly incorporated and are validly existing under the laws of the Customer country of incorporation and has full power, authority and legal right to own the property and assets and to carry out the business and to execute and accept these Terms and Conditions;
  - b) that the Customer has full power, authority and legal right to open and maintain the Account and to invest in the Structured Products Investments and have taken or obtained all necessary action and consents to authorize the Investment in the Structured Products Investments, to accept and be bound by these Terms and Conditions and to perform obligations in respect of these terms in accordance with all applicable laws, regulations, constitutional documents and internal policies;
  - c) that these Terms and Conditions constitute legal, valid and binding obligations on the Customer enforceable against the Customer in accordance with these Terms and Conditions;
  - d) that no litigation, arbitration or administrative proceeding is currently taking place or pending or threatened against the Customer business or assets;
  - e) that the opening and maintenance of the Account, the investment in the Structured Products Investments and the performance of the obligations under these Terms and Conditions will not contravene any law, regulations, rules, codes, customs and usages applicable to the Customer or constitute a breach of any of other contractual obligations or constitute market misconduct by the Customer [(including without limitation insider dealing or notwithstanding the existence of any relationship or connection (if any) between the Customer (or any of its beneficial owners, where applicable) and the company underlying any Structured Products Investment];
  - f) each Structured Products Investment is invested by the Customer as principal and not as agent or in any other capacity, fiduciary or otherwise and for the purpose of managing the Structured Products Investments or in connection to the Customer's investment portfolio, or line of business and not for purposes of speculation;
  - g) the decision to invest in the Structured Products Investments is based on the Customer own assessment and judgment without relying on any material provided or advice given by the Bank or its representative;
  - h) the amounts invested in any Structured Products Investment are funds from legitimate sources and are not related in any way directly or indirectly, to any unlawful activities criminalized under the Anti-Money Laundering and Anti-Terrorism Financing Act 2001("AMLA"); and



- i) the Customer accept all risks arising from the Bank being authorised to accept and act on telephone, fax or other types of electronic (as agreed by the Bank) instructions; the above representations and warranties shall be deemed repeated on a continuous basis for so long as the Customer invest in the Structured Products Investments with the Bank.

6.15.2 You agree and undertake with us the following:-

- a) to effect all stamping, filing or registration of all documents which may be required under the laws of any relevant jurisdiction;
- b) to immediately furnish such financial information to us as we may request from time to time;
- c) to immediately inform us of any changes to the above representations and warranties or in the event that such representations and warranties are no longer accurate or correct;
- d) on our request, to do or procure the doing of all such acts and things and execute or procure the execution of all such instruments and documents as we may at our discretion consider necessary or desirable for giving the full effect to these Terms and Conditions or for securing to us the full benefits of all rights, powers and remedies conferred upon the Bank in accordance with these Terms and Conditions; and
- e) to assume responsibility for any disclosure of interest required under any applicable law, rules, codes and regulations.

6.15.3 We rely on your representations and warranties set out here in entering into any Structured Products Investment with you.

## 6.16 Indemnity.

6.16.1 We shall not, in any event, be liable for indirect, consequential or special damages of any nature for any reason whatsoever in connection with any Structured Products Investments whether or not informed of any facts or circumstances relating to you, or for any loss, actions, proceedings, claims or demands in relation to the Structured Products Investments or the performance of services as provided for under these terms.

6.16.2 Unless expressly provided otherwise, the Bank and its directors, officers, employees and agents do not act and have no duty to act as your trustee or fiduciary and we or such persons shall not be regarded as your trustee or fiduciary whether by virtue of the Structured Products Investments or these Terms and Conditions or otherwise.

6.16.3 Neither the Bank nor any of its directors, officers, employees or agents shall be liable to you for any expense, loss or damage suffered by or occasioned to you by reason of:

- a) any action taken or omitted to be taken by any of the Bank in connection with the Structured Products Investments or the Terms and Conditions including any delay or non-execution of the orders of the Customer arising from any circumstances whatsoever including systems malfunction;
- b) unauthorised use or forging of any authorised signature;
- c) any malfunction of, or misunderstanding, error, mutilation, distortion, duplication or delay in the transmission of information and instruction however caused;
- d) the investment in the Structured Products Investments and/or other documents under these Terms and Conditions;
- e) the closing of the Account or unwinding of the Structured Products Investments, for whatever reason;
- f) any unavailability of funds credited to any account due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strife or other similar causes beyond its control, in which circumstances neither the Bank nor any of the branches, subsidiaries or affiliates or the respective directors, officers, employees or agents shall be responsible for.

6.16.4 You shall indemnify us in full against all actions, proceedings, claims or demands which may be taken or made against or suffered by us and any costs and expenses, losses (including foreign exchange losses), present or future taxes, legal fees, out of pocket expenses including without limitation stamp duties incurred in connection with the opening and maintenance of the Accounts and the investment in the Structured Products Investments, and other liabilities which may be incurred by us in connection with the Structured Products Investments or these Terms and Conditions.

6.16.5 In consideration of we agreeing to accept instructions from time to time from you (or your authorized signatories) by fax or e-mail, you (or your authorized signatories) agree to indemnify us against any and all losses, claims, proceedings, damages, costs and expenses (including legal costs) howsoever incurred or sustained by us arising out of or in connection with any fax communication or e-mail from or purportedly for us (or the authorized signatories). We are under no obligation to verify the authenticity of the fax or e-mail.

6.16.6 For the avoidance of doubt, this Clause 6.16 shall not be construed to limit the liability



of the Bank to a greater extent than permitted by law or in cases of actual fraud or personal injury or death due to our negligence.

#### 6.17 Other Terms.

- 6.17.1 **Market Disruption Event:** If we determine the occurrence or existence of a Market Disruption Event which affects a Structured Products Investment, then in respect of such Structured Products Investment, the Valuation Date shall be the first succeeding Business Day on which there is no Market Disruption Event, unless there is a Market Disruption Event on each of the five (5) Business Days or such other number of days as stipulated in the Master Term Sheet and/or the Confirmation immediately following the original Valuation Date. In that case, the 5<sup>th</sup> business day or such other day as stipulated in the Master Term Sheet and/or the Confirmation shall be deemed to be the Valuation Date, notwithstanding the Market Disruption Event. We shall, then determine in good faith the estimate of the price of the Reference Derivative that would have prevailed but for that Market Disruption Event as of the Valuation Time on that 5<sup>th</sup> business day or such other day as stipulated in the Master Term Sheet and/or the Confirmation.
- 6.17.2 **Extraordinary Events:** Upon the occurrence of any Extraordinary Event, we shall have the discretion to determine any adjustments or action (including early termination of a Structured Product Investment) necessary in relation to Structured Product Investments affected by the Extraordinary Event. Such adjustments or actions may include (without limitation) altering or varying any Interest payable in respect of a Structured Product Investment, the underlying reference assets or formula or method of computation of any Interest, currency, tenor or other specifications of one or more Structured Product Investments, or the suspension of services provided under the Terms and Conditions or closure of the Account or otherwise. We will notify you of any action it takes and provided such action is undertaken in good faith, any such adjustment or action shall be binding on you and shall be liable for all losses, damages, costs, charges and/or expenses incurred by us as a result of such action or adjustment.
- 6.17.3 **“Extraordinary Event”** means any event which we in good faith believe may have a material adverse effect on (i) us or (ii) our rights in relation to any Structured Product Investment and shall include without limitation any form of exchange control restriction or requirement of whatsoever nature affecting the availability, convertibility, credit or transfers of currencies, commodities, securities, financial instruments or funds, any form of debt or other moratorium on any relevant jurisdiction, person or entity, any devaluation, redenomination or demonetisation or the underlying currencies, commodities, securities or instruments of any Structured Products Investment and/or any form or restriction or requirement which in good faith and opinion of the Bank adversely alters or changes the rights or obligations upon which the Bank accepted and effected the placement of such Structured Product Investment.
- 6.17.4 **Set-Off and Lien:** Notwithstanding any provisions set out here and in addition to any rights of set-off we may have as a matter of law, under these Terms and Conditions or otherwise, we may with notice to you to combine, consolidate or merge all or any of your accounts with any liabilities to us and may set off or transfer any sum standing to the credit of any such accounts or set off or counter claim against any of your assets in our possession or in the possession of any of our affiliates or subsidiaries at any branch or office to the full extent of all amounts payable by us thereunder in or towards satisfaction of any of your liabilities to the Bank under the Structured Products Investments, and may do so notwithstanding that the balances on such accounts and the liabilities or assets concerned may not be expressed in the same currency and we are authorised to effect any necessary conversions at our own rate of exchange then prevailing or at such rate of exchange then available to the Bank.

We may at any time without prior notice to you retain the balance of any Account together with any accrued interest and any other fees payable thereon pending your settlement of any amounts in relation to any of the Structured Product Investment held with us.

Nothing in these Terms and Conditions will be treated as constituting any restriction or waiver of any rights of set-off, combination or lien to which the Bank is or may at any time be entitled by law.

- 6.17.5 **Currency Indemnity:** If any amount due from you or any order or judgment is given or made in relation to or in connection with these Terms and Conditions and/or the Structured Products Investments and each Structured Products Investment has to be





converted from the currency in which is payable by the Customer (the “due currency”) into another currency (the “other currency”) for the purpose of making or filing a claim or proof against the Customer, obtaining an order or judgment in any court or other tribunal or enforcing any order or judgment given or made in relation to or in connection with the Terms and Conditions and/or the Structured Products Investments, you shall, as a separate independent debt, indemnify us and hold us harmless from and against any loss suffered as a result of any difference between the rate of exchange used to convert the sum in question from the due currency into the other currency and the rate or rates of exchange at which the Bank may in the ordinary course of business purchase the due currency with the other currency upon receipt of a sum paid in satisfaction, in whole or in part, of such order, judgment, claim or proof.

- 6.17.6 **Interest on overdue amounts:** we may charge interest in respect of any sums due to you and unpaid at such rates as we may determine until all such sums are fully paid, before as well as after judgment.
- 6.17.7 **Change of Circumstances:** If we determine that because of political, economic, military, legislative, fiscal or other circumstances, it appears to be in the Customer or the Bank best interest (as determined by the Bank in its discretion), we may (but are not obliged to), with notice to you, take actions to appoint a successor in another jurisdiction, transfer the Structured Products Investments to another jurisdiction, change the governing law(s) of these Terms and Conditions or terminate the Structured Products Investments at the Investor’s cost or take any other actions that we consider expedient.
- 6.17.8 **Terms only enforceable against the Bank in Malaysia:** Unless we otherwise consent, all credit balances (whether in Ringgit Malaysia or foreign currency) in the Account shall be repayable only at branches of the Bank in Malaysia and all your rights shall be enforceable only against the Bank in Malaysia. Neither the head office nor any other office or branch or any other affiliate of the Bank shall assume liability for repayment of monies invested with or any obligation assumed the Bank and the Customer shall have no right of recourse against, or set-off against the assets of the Bank outside Malaysia.
- 6.17.9 **Negative Pledge:** You shall not in any way encumber, charge, declare a trust over, assign or transfer all or any of the Structured Products Investments, rights, interest or benefit in or to any Account kept in our custody without our prior written consent. We may assign and transfer all or any of its rights and obligations as stated here without your prior consent.
- 6.17.10 **Remedies cumulative:** The rights, power, privileges or remedies provided in these Terms and Conditions are cumulative and are not exclusive of any rights, power, privileges or remedies provided by law.
- 6.17.11 **Instructions:** you agree that any of your (or your authorized signatories) instructions shall be at your own risk and we may at our discretion decide to treat such instructions and the signature or mark (if any) as being true and correct and as having issued from you without further verification and you (or your authorized signatories) shall have no claim whatsoever against us for exercising our discretion to act on such instructions. Without prejudice to the foregoing, you acknowledge that we are subject to the obligations of a reporting institution under the AMLA and shall, promptly at our request to provide further verification of such instructions and we shall not be liable for any losses, damages, costs or expenses whatsoever arising from its failure to act on the instructions pending receipt by us of the verification of the instructions in a manner and form satisfactory to us.

We shall not be liable for acting in good faith upon any instruction notwithstanding that it is subsequently shown that the instruction was not given by you (or your authorized signatories) or for any misunderstanding or for any error, loss or delay resulting from the use of postal services, fax devices or any other equipment for other forms of electronic communication.

We may record electronically any conversation between you (or your authorized signatories) and us and may, at our discretion, maintain copies or such recordings or transcripts although we are not obliged to or may erase or destroy the same from time to time. By entering into any Structured Product Investment with us, you (and your authorized signatories) unconditionally and irrevocably consent to such recording and to the production of such recordings or transcripts or the same as evidence in any proceedings including but not limited to legal proceedings.



- 6.17.12 **Assignment:** (a) you shall not assign or transfer any of your rights, interest, powers or obligations under the Account or any Structured Products Investment or these Terms and Conditions. (b) These Terms and Conditions shall operate for our benefit and the benefit of our successors and assigns, notwithstanding any change by way of amalgamation, consolidation or otherwise in our constitution or any such successor or assign. We may assign or otherwise transfer all or any of its rights, interest, powers or obligations under these Terms and Conditions, any Account and Structured Products Investments and may deliver the same to the transferee(s) who shall thereupon become vested with all the rights, interests and powers in respect thereof which were formerly vested at us. We shall be released and discharged from any liability or responsibility in respect of the rights, interest, powers or obligations so transferred but shall retain all its rights, interest, powers or obligations not transferred.
- 6.17.13 **Tax:** You shall be liable for the payment of any tax applicable on the Interest and/or the Principal Amounts including any goods and services tax (or such other tax of similar nature) or any other tax required by law whether in or outside Malaysia to be paid by us in respect of any Structured Product Investment and/or any amount in any Accounts in relation thereto.
- 6.17.14 **Certificates:** Our certificate as to the Payment Amount or any amount of any sum payable by us or to us pursuant hereto shall be conclusive save in the case of manifest error. Notwithstanding the foregoing, we reserve the right to correct any errors in any such certificate.
- 6.17.15 **Risk Disclosure Statement:** You will accept all risks arising from the investment in the Structured Products Investments, including without limitation to any loss suffered as a result of investment in the Structured Products Investments. Your attention is drawn to and you acknowledge that you have read and fully understood the Risk Disclosure Statement (provided together with these Terms and Conditions and evidenced by its signature(s) thereto).

### C. SAFE DEPOSIT BOX

Please refer to the agreement for Safe Deposit Box.



## D. RHB ISLAMIC BANK BERHAD'S SERVICES

### 7. Current account

#### Cheques and Cheque Books

- 7.1 The Accountholder must at all times only use cheques supplied by us in relation to any of the Bank's Account.
- 7.2 The Accountholder undertakes to ensure the safety of all cheques at all times and to immediately lodge a police report and to inform the Bank of any loss of cheques in writing, failing which, the Bank shall not be held responsible for any losses arising from the lost cheques being dealt with in any manner.
- 7.3 The Accountholder must ensure that sufficient funds are maintained in your Account at all times for payment of cheques issued.
- 7.4 The Bank may refuse to honour cheques where the signature differs from the specimen signature provided or cheques which are not drawn in a manner acceptable to the Bank.
- 7.5 No alterations whatsoever shall be made on cheques. The Bank reserves the right not to honour, and then return, the cheques which in our opinion bear any form of alteration (whether countersigned by the drawer or otherwise). The Bank also reserve the right not to honour any cheques which is mutilated or has technical errors which include but not limited to a post-dated cheque, cheque showing inconsistency between the words and figures or with illegible handwriting.
- 7.6 The Bank will record any order countermanding payment of cheques only when a letter of instruction signed by the Accountholder have been received by the Bank and the Bank are not to be held responsible for any loss caused by Accountholder's failure to inform the Bank.
- 7.7 All cheques, including all unused cheques remain property of the Bank and upon closure of the Account, whether by the Accountholder or by the Bank, all unused cheque book/leafs issued to you in respect of the current account shall be returned to the Bank.
- 7.8 Cheques shall be subject to all applicable rules, regulations, policies and guidelines including but not limited to the Bank Negara Malaysia's guidelines on Cheque Truncation and Conversion System (CTCS).

#### Bad cheques

- 7.9 The Bank reserves the right not to honour any cheques issued by the Accountholder if there are insufficient funds in your Account for payment of the cheque and if there are other technical errors.
- 7.10 The Bank reserves the right to close or impose restrictions/conditions on all or any of the Accountholder's Account with us if it is not conducted satisfactorily or has been listed with the Dishonoured Cheques Information System (DCHEQS) or with any credit bureau or any organisation or corporation whether or not such bureau, organisation or corporation were/are established or approved by any government or regulatory authority or body.

#### Account statements

- 7.11 A statement of the Account will be issued to the Accountholder depending on the frequency of the statement being issued according to the products offered.

All current accounts are protected by PIDM up to RM250,000 for each depositor.

#### RHB Smart Account-i

- 7.12 Individuals including Residents and non-Residents aged 18 and above may apply for this Account in single name only. Only 1 account is allowed to be opened by Accountholder, and for non-residents, this Account must be opened by the introducer. Accountholder are required to provide a valid email address as well as mobile number and register to Internet Banking or Mobile Banking for Account opening.
- 7.13 Sole Proprietorships, Partnerships, Professional Practices, Clubs, Societies, Associations, Schools, Corporations, Non-profitable Organizations and other business entities are not eligible to open or to operate RHB Smart Account-i.
- 7.14 The minimum initial deposit to open the Account is Ringgit Malaysia One Thousand (RM1,000).
- 7.15 Overdraft facility is not available for this Account.
- 7.16 Accountholder will earn Base Profit Rate, which is calculated based on daily account balance. Base Profit Rate earned will be credited into the Account on the last day of each month.

Balance Range	Base Profit Rate p.a.
Below RM1,000	0.00%
RM1,000 and above	0.50%

- 7.17 Within a calendar month, Customer who fulfills the requirements below will be entitled for additional **bonus profit rate ("Bonus Profit Rate")**:

- i. Monthly Average Balance (MAB)\* must be RM1,000 and above; and

*\*MAB is defined as sum of day-end balance for the calendar month divided by total number of days for the calendar month*



- ii. Accountholder must fulfill the requirements for “Save” as prescribed in Table 1. Upon which, Accountholder will then qualify for bonus profit (“Bonus Profit”) under “Pay”, “Spend” and “Invest”.

Table 1

Bonus Type	Bonus Profit Rate P.A.	Requirement
i. Save	1.5% p.a. bonus rate on account MAB up to RM100,000	Minimum aggregated deposit of RM2,000 in a month subject to the criteria for entitlement stated in <b>Clause 7.19</b> below.
ii. Pay	0.5% p.a. bonus rate on account MAB up to RM100,000	Minimum 3 successful online/mobile banking bill payments in a month subject to the criteria for entitlement stated <b>Clause 7.20</b> below.
iii. Spend	0.5% p.a. bonus rate on account MAB up to RM100,000	Aggregated RM1,000 successful spend on RHB Debit or Credit Card in a month subject to the criteria for entitlement stated <b>Clause 7.21</b> below.
iv. Invest	1.0% bonus rate (flat rate) on investment amount	Purchase of eligible RHB financial products with minimum amount of RM1,000 subject to the criteria for entitlement stated <b>Clause 7.22</b> below.

7.18 Bonus Profit Rate earned will be credited into the Account on 15<sup>th</sup> calendar day of the next occurring month.

7.19 Criteria for entitlement “**Save**” Bonus Profit:

- ii. Deposit made from RHB CASA is not eligible, except for salary account.
- iii. Deposit made with cheque is not eligible.
- iv. Bank initiated deposit, i.e. Profit / refund will be excluded.

7.20 Criteria for entitlement “**Pay**” Bonus Profit:

- i. Bill payment and/or JomPAY from the Smart Account-i to pay utilities bill or other bills under participating billing organizations via RHB Now or RHB Now Mobile Banking.
- ii. Payment to Customer’s or 3<sup>rd</sup> Party’s RHB housing loan and RHB credit card is not eligible.
- iii. Payment and/or JomPAY from Customer’s RHB debit card or RHB credit card to pay utilities bill or other bills under participating billing organizations via Internet Banking or Mobile Banking will be excluded.

7.21 Criteria for entitlement “**Spend**” Bonus Profit:

- i. You must successfully spent at least the required minimum amount (as prescribed in Table 1 above) in all retail spend.
- ii. All successful retail amount charged and posted to your principal and supplementary (if any) RHB credit card(s) and / or debit card\* within the calendar month will be aggregated for computation of the total amount charged. (\* \*\* For existing or new Debit Card, the card has to be tagged as primary to RHB Smart Account-i in order to qualify for Bonus Rate under ‘**SPEND**’ category)
- iii. Total aggregated spend can be in multiple credit cards, either Conventional or Islamic RHB credit card, under the same the Customer’s Customer Information System (CIS) number / MyCard number. However, to be eligible for debit card retail spending, RHB Smart-i must be tagged as primary account to the respective debit card.
- iv. Payment and/or JomPAY from Customer’s RHB Debit Card or RHB Credit Card to pay utilities bill or other bills under participating billing organizations in RHB Now via RHB Now / Internet Banking or Mobile Banking will be included in total Spend.
- v. Only successful retail spend with posting date within the calendar month will be aggregated for computation. Any retail spend amount which is not posted will not be computed. The Bank will not responsible for any failure or delay in the transmission or posting of any retail spend. The Bank’s records on the posting date of any retail transaction shall be final, conclusive and binding.
- vi. In the event there is a void or reversal transaction (cancellation of spend), the Bonus Profit calculation for the same calendar month will take the net spending amounting amount after deducting the voided amount. For example, if the Customer spends RM2,000 on 5 December 2016 with the Customer’s RHB credit card, subsequently there is a void transaction amounting to RM500 in the Customer’s RHB credit card on 15 December 2016, the Bonus Profit calculation for December 2016 will be computed based on net spending amount of RM1,500 which is not qualified for the Bonus Profit. Void or reversal transaction carried forward from previous month(s) will also be taken into account.
- vii. The following amounts incurred through the use of an RHB credit card and / or debit card are excluded from the computation of retail spend amount:
  - a. Credit card and / or debit card fees and charges (e.g. annual fees, finance and late payment charges, etc.),
  - b. Balance transfer,
  - c. Easy payment plan,
  - d. Dial in installment,



- e. RHB cash excess, and
  - f. Such other amounts notified by the Bank from time to time.
  - viii. If credit card and / or debit card of the Customer is terminated, whether by the Accountholder or the Bank, then all amounts charged and posted within the calendar month of the termination (if any) will not be included in the computation of the retail transaction amount.
  - ix. RHB Business / Corporate credit card are not eligible.
- 7.22 Criteria for entitlement "**Invest**" Bonus Profit:
- i. You must successfully purchase at least the required minimum amount of participating RHB financial products (as prescribed in Table 1 above).
  - ii. Purchase can be from different transactions and the purchase amount of participating RHB financial products within the same calendar month will be aggregated for Bonus Profit computation.
  - iii. Total purchase will be included in the calendar month after the cooling off period (if applicable) and/or after the effective date\* of participating RHB financial products. (*\*Effective date refers to the trade date of relevant investment products.*)
  - iv. Participating RHB financial products includes non-EPF Unit Trust Investment and Private Retirement Schemes (PRS) with minimum actual sales charge of 4% per investment transaction.
  - v. The list of selected financial products is subject to change from time to time by us at our discretion upon giving adequate notice as prescribed in Clause 41 of the Standard Terms and Conditions.
- 7.23 For any transactions or payments that are subsequently cancelled, voided or reversed within the same calendar month, relevant adjustments will be made. In the event adjustments are not made, we reserve the right to claw back the amount of Bonus Profit credited.
- 7.24 The Base Profit Rate and Bonus Profit Rates may vary from time to time and the latest rates may be obtained at the Bank's website at [www.rhbgroup.com](http://www.rhbgroup.com).
- 7.25 In the event of closure or the account is not in active status, Accountholder will not be entitled for any base Profit or Bonus Profit from thereon.
- 7.26 Accountholder is required to provide a valid email address in order to receive monthly e-statements. Alternatively, the statement may be accessible through RHB Now.

RHB Smart Account-i is protected by PIDM up to RM250,000 for each depositor. Investment products are not protected by PIDM.

## 8. Qard Multi Currency Current Account-i (QMCCA-i)

### General

- 8.1 The Bank reserves the right to stipulate the acceptable type of foreign currency and hibah (gift) may be given at the Bank's discretion.
- 8.2 The QMCCA-i is a non-cash account. Export or non-export proceeds may be deposited only by means of telegraphic transfer, foreign draft/cheque, and/or to/from Ringgit account or negotiable instrument in such form and substance acceptable to the Bank. Proceeds of any Ringgit Malaysia or other foreign currency cheque, draft or negotiable instrument and monies payable to the Accountholder shall be credited to the QMCCA-i at the prevailing exchange rate on the payment date or any rate agreed by the parties on the payment date.
- 8.3 No cash withdrawals from the QMCCA-i will be permitted in any foreign currency in cash. The Bank will send an official advice for each sum received for the credit of the Account.
- 8.4 All buying and selling of foreign currencies must be done through your RHB account domicile branch as no inter-branch transaction is allowed.
- 8.5 The Bank reserves the right to levy a service charge in connection with the operation of the Account. The applicable service charge will be notified to the Accountholder from time to time in the manner set out in these Terms and Conditions. A statement of Account will be issued to the Account holder every month.
- 8.6 The Bank shall not be responsible or liable for any loss resulting from the remittance or transfer of proceeds of any deposit uplifted where such proceeds are remitted or transferred in accordance with instructions given by the Accountholder.
- 8.7 No deposit may be assigned, charged, pledged or otherwise encumbered by the Accountholder in any manner whatsoever except with the prior written consent of the Bank.
- 8.8 The Bank shall not be responsible for nor be liable to the Account holder for any diminution in the value of the currency of the deposit due to taxes, imposts, depreciation or devaluation, or for the unavailability of any currency due to restrictions on convertibility, requisitions, involuntary transfer, exercise of military or usurped powers, or any other causes whatsoever which are beyond the Bank's control.
- 8.9 The Accountholder must accept the risk of foreign acts of state in respect of the unavailability of the repayment of the deposit if such repayment is rendered illegal or deferred by any act or order of the Government of the currency involved or of the country where such deposit is alternatively placed and the Bank shall incur no liability by reason of any change in the applicable law, governmental regulation or order, of the country of currency, or in the country where such deposit is placed.
- 8.10 The Bank reserves the right to assign a committed or internal limit to the Account which may be less than the eligible limit by virtue of Islamic Financial Services Act 2013 and Notice 3 Investment in Foreign Currency Asset. This also applies to the Accounts where no limits have been imposed. This committed or internal limit shall be subject to periodic reviews by the Bank.





- 8.11 For resident(s) with domestic financing, conversions of Ringgit to foreign currencies and deposits into QMCCA-i is subject to limit imposed by Bank Negara Malaysia i.e.: RM50million p.a. for company accounts and RM1million p.a. for individual accounts. No limit is imposed for resident(s) without any domestic financing. Not applicable to non-resident(s)/foreigners(s).
- 8.12 Accounts bearing zero outstanding balance for three (3) months consecutively are subject to closure within fourteen (14) business days of notice in writing to the Accountholder.
- 8.13 The Bank shall be at the liberty at any time with prior notice given to the Accountholder in the manner set out in these Terms and Conditions to set-off the deposited sum or any part thereof against such indebtedness in Malaysia and abroad, actual or contingent, primary or collateral, joint and several notwithstanding such indebtedness is in a different currency from the deposit and the Bank is authorised to effect any necessary conversion at the conversion rate to be determined by the Bank.
- 8.14 Notwithstanding the above terms and conditions, the opening and operation of the QMCCA-i is subject to the banking practices and laws of Malaysia, Islamic Financial Services Act 2013, rules and regulations of the Association of Islamic Banks in Malaysia and the rules and notices applicable for foreign exchange transaction under the Foreign Exchange Control for Malaysia as determined by the Foreign Exchange Administration (FEA) Department and any other regulatory bodies established by Bank Negara Malaysia including any amendments made to such laws, rules and regulations from time to time.

Qard Multi Currency Current Accounts-i are protected by PIDM up to RM250,000 for each depositor.

## 9. Savings account

### Passbook

- 9.1 Where a passbook is issued in respect of the saving account, the Accountholder must present the passbook when withdrawals are made at any of the branches.
- 9.2 Entries in the passbook will either be machine validated or entered manually under the signature of our authorised officer.
- 9.3 The passbook is not conclusive as to the current balance of the Savings Account as deposits may be made or items charged without any entry being made in the passbook.
- 9.4 The replacement for lost, mislaid or mutilated passbook may be issued against a duly signed and stamped Letter of Indemnity by the Accountholder, subject to payment of a service fee.

### Saving Account statements

- 9.5 Statements of Account will be issued to the Accountholder depending on the frequency of the statement being issued according to the products offered.

All savings account are protected by PIDM up to RM250,000 for each depositor.

## 10. Commodity Murabahah Current and Savings Account (CM CASA)

### Commodity Murabahah Current and Savings Account (CM CASA) Terms & Conditions

- 10.1 Commodity Murabahah Current and Savings-i (CM CASA) shall operate in accordance with the Shariah concepts of Commodity Murabahah (cost plus Profit) via Tawarruq Arrangement (monetization) whereby the Customer shall appoint Bank as agent to do all acts as fully as the Customer could do with respect to the purchase of Shariah compliant goods and commodities in the local markets at the purchase price to be mutually agreed between the Customer and the Bank ("Purchase Price").
- 10.2 This product is offered for the purpose of deposit taking.
- 10.3 Commodity is referring to any commodity as determined by the Bank which is halal and is in compliance with Shariah principles on an "as is where is" basis, without any representations or warranties from the Bank as to the quality, condition, quantity and description and without liability on the part of the Bank for any loss, damage or deterioration ("Commodity").
- 10.4 The transfer of the Commodity shall be evidenced by Commodity E-certificates.
- 10.5 The Bank shall purchase from the Customer the Commodity at a selling price comprising the Purchase Price and the Profit on a deferred basis ("Selling Price").
- 10.6 For avoidance of doubt, the tenure of the Selling Price will be the remaining days from deposit placement day until the end of the year ("Tenure").
- 10.7 For joint Accountholders, one Accountholder's act will be considered as valid act for the operation of the joint-account holder. In the event of death of any of the Accountholders, the Bank is authorised to pay any credit balance of the joint account to the survivor(s) subject to compliance (on behalf of another Accountholder (as his/her agent) in relation to handling required) with the relevant statutory legislation or Shariah laws (as the case may be).

All CM CASA are protected by PIDM up to RM250,000 for each depositor.

### Appointment as Agent

- 10.8 The Customer agrees to appoint the Bank and the Bank agrees to accept the appointment as agent of the Customer to do and execute purchase and sale of the Commodity in accordance with these Terms and Conditions and to negotiate with, including but not limited to, the Commodity traders, industrial firms, their suppliers and their clients on behalf of the Customer in relation thereto ("Agent").



- 10.9 The Customer shall not revoke the appointment of the Bank as agent as long as the account remains available. The appointment of the Bank as agent of the Customer shall cease upon closure of the account.
- 10.10 Each transaction will be entered into by the Bank in the name of the Customer on a fully disclosed basis. The Bank as Agent will look after the best interest of the Customer and acts in good faith in performing its obligations and dealing in the transactions.
- 10.11 The Bank shall be authorized to delegate its rights and duties as such Agent herein to any third party to do all acts necessary for the completion of the required transactions.
- 10.12 The Customer shall be held liable for the trade transactions referred to in Clause 10.16 ("Trade Transactions") entered into by the Bank as an Agent, save and except where such actions, claims, demands, liabilities, losses, damages, costs and expenses arise from the gross negligence, wilful misconduct, wilful default or fraud of the Agent.
- 10.13 The Customer indemnifies the Bank on its first demand against all losses, claims, actions, proceedings, damage, costs and expenses whatsoever brought or claimed by any party and/or incurred or sustained by the Bank as a result of the buying and selling of the Commodity under any transaction hereunder as agent of the Customer or a breach by the Customer of any of his/her/their obligations herein. The indemnity given shall survive termination of these Terms and Conditions and any sums payable under it shall not be subject to any deduction whether by way of set off counter claim or otherwise.
- 10.14 The Bank shall not be obliged to enter into any transaction, nor follow any instruction of the Customer, if in the opinion of the Bank by entering into such transaction or following such instruction, the Bank or any of its affiliate would be in contravention or violation of any law, policy, rule or regulation.

#### **Trade Transactions**

- 10.15 Subject to the provisions herein contained, the Murabahah transactions shall be as follows:
  - a) On any Business Day, the Customer shall make deposit placement by depositing the minimum amount required (initial deposit) in order to activate the account.
  - b) By making deposit placement, the Customer hereby appoints the Bank as Agent and instructs the Bank to enter into a purchase transaction to purchase Commodity for an amount equals to the deposit placement during the Tenure ("Purchase Transaction").
  - c) On the next day, Bank as Agent for and on behalf of the Customer, will purchase the Commodity at the Purchase Price from the supplier using the deposited amount.
  - d) After possessing ownership of the Commodity on behalf of the Customer, the Bank as Agent will subsequently sell the commodity to itself at a Selling Price ("Sale Transaction") on deferred payment basis.
  - e) Subject to rebate, the Bank will pay the Selling Price on instalment basis where the Profit will be credited monthly and the principal will be paid based on set-off mechanism as stated hereinafter.
  - f) On the last day of the Tenure ("Maturity Date"), the Bank shall pay the outstanding balance of the Selling Price minus rebate (where applicable) under the sale transaction (if any) and subsequently, will make a new Commodity Murabahah via Tawarruq transaction for a new tenure in accordance with the Terms and Conditions herein.
  - g) The Purchase Transaction and the Sale Transaction shall collectively be referred to as Trade Transactions.
  - h) The brokerage/ trading fees to buy and sell the commodity will be borne by the Bank.
- 10.16 Commodity Trading  
The commodity trading will take place on daily basis based on the amount as at Cut-off-time (COT) which will be at 11.59pm. It will be transacted on the following day ("Commodity Trading").
- 10.17 Trading Amount  
The Trading Amount will be determined by taking the daily balance of aggregate deposits and withdrawals for the respective day ("Daily Balance"):
  - a) If the daily deposit is larger than daily withdrawal, Commodity Trading would be done on the Daily Balance.
  - b) If daily withdrawal is the same or larger than daily deposit, the trading amount will be nil; no Commodity Trading will take place.



#### 10.18 Profit Calculation

Calculation of Selling Price for trading purposes and actual Profit ("Actual Profit") received by customer will be based on the following formulas:

<p><b>Selling Price</b>  <math>= \text{Daily Balance of CASA} \times (1 + \text{CPR} \% \times \frac{\text{Days}^*}{365})</math></p>	<p><b>**Actual Profit</b>  <math>= \text{Aggregate Balance of CASA} \times \text{EPR}\%^{***} \times \frac{1}{365}</math></p>
<p><i>*No. of days will be determined based on the remaining days from date of deposit until the end of the tenure (Profit crediting will be done on monthly basis).  CPR: Contracted Profit Rate  CPR is used as the ceiling rate to determine the Selling Price. Current CPR is at 4.0 %.</i></p>	<p><i>** Actual Profit accrued daily and will be credited to customer account on monthly basis.  ***Effective Profit Rate (EPR) will differ based on the respective products.</i></p>

#### 10.19 Rebate (Ibra')

The Customer agrees to give rebate based on the following formula events:

a) If daily withdrawal is greater than daily deposit:

$$\text{Daily balance} \times \text{CPR} \times \frac{\text{Days}^*}{365}$$

b) When EPR is lower than CPR

$$\text{Aggregate Balance of CASA} \times (\text{CPR} - \text{EPR}) \times \frac{\text{Days}^{**}}{365}$$

c) If there is any change in CPR

$$\text{Aggregate Balance of CASA} \times \text{Previous CPR} \times \frac{\text{Days}^{***}}{365}$$

\*The remaining days from date of withdrawal until Maturity Date

\*\* The days from deposit placement until Profit crediting day

\*\*\* The remaining days from new CPR until Maturity Date.

#### 10.20 Notification of Completed Trading

The Customer will be notified on transacted amount, date of transaction and entitled Profit rate through their respective bank statements.

#### 10.21 Set-off mechanism due to new deposit and withdrawal

- i. New deposits (Customer appoints Bank as Agent to buy and sell Commodity on behalf of Customer) and withdrawals (Qard (loan) by the Bank to Customer) will be set-off daily against each other during the COT.
- ii. In the event the daily withdrawal is greater than the daily deposit, the payment of the Selling Price will be accelerated and set-off against relevant withdrawal amount.
- iii. Notwithstanding the above, once the Customer has instructed the Bank to enter into a Purchase Transaction and the Customer fails to effect payment of the Purchase Price of the Commodity on the relevant purchase date, the Customer shall bear all actual losses and indemnify the Bank pursuant to Clause 10.14 above.

#### 10.22 Account Transactions

- i. In the event the Customer makes deposit placement via cheque, the Bank shall advance its own money for the purpose of Commodity Trading by way of qard (loan) prior to cheque clearing. The amount advanced by the Bank shall be set-off against the clearing amount made available thereafter.
- ii. Bank to auto renew Customer's account upon the expiry of each Maturity Date.
- iii. Customer may make any permissible transactions such as deposit, withdrawal or transfer through any of the following methods: Over the counter (OTC), ATM, internet banking, mobile banking or any other facility made available by the Bank.

### 11. Commodity Murabahah Deposit-i

#### Commodity Murabahah Deposit-i General Terms & Conditions

- 11.1 Commodity Murabahah Deposit-i shall operate in accordance with the Shariah concepts of Commodity Murabahah (cost plus profit) via Tawarruq Arrangement (monetization) whereby the Customer shall appoint Bank as agent to do all acts as fully as the Customer could do with respect to the purchase of the Shariah compliant goods and commodities in the local markets at the purchase price to be mutually agreed between the Customer and the Bank ("Purchase Price").
- 11.2 This product is offered for the purpose of deposit taking.
- 11.3 Commodity is referring to any commodity as determined by the Bank which is halal and is in compliance with Shariah principles on an "as is where is" basis, without any representations or warranties from the Bank as to the quality, condition, quantity and description and without liability on the part of the Bank for any loss, damage or deterioration ("Commodity").
- 11.4 The transfer of the Commodity shall be evidenced by Commodity E-certificate.
- 11.5 The Bank shall purchase from the Customer the Commodity at a selling price comprising the Purchase Price and the profit on a deferred basis ("Selling Price").



- 11.6 The profit payment options shall be either on maturity, monthly, quarterly, half yearly and yearly basis. Customer may opt for cash upfront payment from the Bank.
- 11.7 The cash upfront payment shall be treated as a security deposit ("Hamish Jiddiyah") by the bank to secure a promise to purchase the asset and it is given based on trust.
- 11.8 Upon entering into the sale and purchase contract, the security deposit will be treated as part of the payment of the agreed Selling Price.
- 11.9 The tenure of Commodity Murabahah Deposit-i shall be determined by the Bank at its sole and absolute discretion ("Tenure").
- 11.10 The moneys deposited must be in Ringgit Malaysia ("RM") only.
- 11.11 For the purposes of channelling the Profit and/or the principal upon maturity, the Customer shall open and maintain (if the Customer has not opened and maintained) a Savings/ Current account with the Bank.
- 11.12 For joint Accountholders, one Accountholder's act will be considered as valid act for the operation of the joint Accountholder. In the event of death of any of the Accountholders, the Bank is authorised to pay any credit balance of the joint-account to the survivor(s) subject to compliance (on behalf of another Accountholder (as his/her agent) in relation to handling required) with the relevant statutory legislation or Shariah laws (as the case may be).
- 11.13 A Commodity Murabahah Deposit-i placement advice will be issued to the Customer upon placement.

Commodity Murabahah Deposit-i is protected by PIDM up to RM250,000 for each depositor.

#### **Appointment as Agent**

- 11.14 The Customer agrees to appoint the Bank and the Bank agrees to accept the appointment as agent of the Customer to do and execute purchase and sale of the Commodity in accordance with these Terms and Conditions and to negotiate with the Commodity traders, industrial firms, their suppliers ("Supplier") and their clients on behalf of the Customer in relation thereto ("Agent").
- 11.15 Each transaction will be entered into by the Bank in the name of the Customer on a fully disclosed basis. The Bank as Agent will look after the best interest of the Customer and acts in good faith in performing its obligations and dealing in the transactions.
- 11.16 The Bank shall be authorized to delegate its rights and duties as such Agent herein to any third party to do all acts necessary for the completion of the required transactions.
- 11.17 The Customer shall be held liable for the trade transactions as referred to in Clause 11.21 below ("Trade Transactions") entered into by the Bank as an Agent, save and except where such actions, claims, demands, liabilities, losses, damages, costs and expenses arise from the gross negligence, wilful misconduct, wilful default or fraud of the Agent.
- 11.18 The Customer indemnifies the Bank on its first demand against all losses, claims, actions, proceedings, damage, costs and expenses whatsoever brought or claimed by any party and/or incurred or sustained by the Bank as a result of the buying and selling of the Commodity under any transaction hereunder as Agent of the Customer or a breach by the Customer of any of his/her/their obligations herein. The indemnity given shall survive termination of these Terms and Conditions and any sums payable under it shall not be subject to any deduction whether by way of set off counter claim or otherwise.
- 11.19 The Bank shall not be obliged to enter into any transaction, nor follow any instruction of the Customer, if in the opinion of the Bank by entering into such transaction or following such instruction, the Bank or any of its affiliate would be in contravention or violation of any law, policy, rule or regulation.

#### **Trade Transactions**

- 11.20 Subject to the provisions herein contained, the Murabahah transactions shall be as follows:
  - i. On any Business Day (as defined below), the Customer appoints the Bank as Agent and instructs the Bank to enter into a purchase transaction ("Purchase Transaction") for the purchase of the Commodity for the amount desired to be deposited during the Tenure by submitting a duly completed and signed Commodity Murabahah Deposit-i placement advice to the Bank;
  - ii. Upon signing the Commodity Murabahah Deposit-i placement advice, the Customer shall immediately pay or instruct the Bank to debit a Savings/ Current account opened by the Customer with the Bank for the Purchase Price to the Bank for the Purchase Transaction;
  - iii. Simultaneously (or on the next Business Day), the Bank, as Agent for and on behalf of the Customer, will purchase the Commodity at the Purchase Price from the Supplier;
  - iv. After possessing ownership of the Commodity on behalf of the Customer, the Bank as Agent will subsequently sell the Commodity to itself at a Selling Price ("Sale Transaction") on deferred payment basis;
  - v. On the last day of the Tenure ("Maturity Date"), the Bank shall pay the deferred sale price under the Sale Transaction ("Deferred Sale Price") in accordance with the instruction given by the Customer in the Commodity Murabahah Deposit-i placement advice;
  - vi. The Purchase Transaction and the Sale Transaction shall collectively be referred to as Trade Transactions.
- 11.21 Notwithstanding, once the Customer has instructed the Bank to enter into a Purchase Transaction and the Customer fails to effect payment of the Purchase Price of the Commodity on the relevant purchase date, the Customer shall bear all actual losses and indemnify the Bank pursuant to Clause 11.19.
- 11.22 For the purposes of the Trade Transactions and these Terms and Conditions, the expression "Business Day" means a day (excluding Saturday, Sunday and Public Holiday) which the Bank are open for business in Malaysia.



#### **Premature Withdrawal & Partial Withdrawal**

- 11.23 Partial withdrawal is allowed (for retail Customer only and not applicable for Customer that opts for cash upfront payment option) in multiples of RM1, 000 and subject to a minimum balance in the Commodity Murabahah Deposit-I account must not be less than RM10,000.
- 11.24 In the event such withdrawal (full or partial premature withdrawal) is made, the Customer hereby acknowledges and agrees that the Customer waives his/her rights to claim the full Deferred Sale Price and accordingly the Bank shall pay based on the following:
- (a) Before 1 January 2019
- i. Less than 3 months Tenure, no Profit shall be paid to the customer on the premature or partial amount withdrawn.
  - ii. For Tenure of 3 months and above, only 50% of the total Profit entitled shall be paid to the Customer up to upliftment date on the premature or partial amount withdrawn.
- (b) After 1 January 2019  
No profit shall be paid regardless of the number of completed months at the time of premature withdrawal.
- 11.25 For withdrawal of the Commodity Murabahah Deposit-i account, the Customer must present his/ her MyKad or other identification deemed suitable to the Bank for identity verification via fingerprint verification.

#### **Renewal Instruction**

- 11.26 The Customer hereby instructs and authorizes the Bank to renew his/ her Commodity Murabahah Deposit-i placement upon the expiry of each maturity date subject to the terms and conditions contained in Commodity Murabahah Deposit-i placement advice, Customer's Acceptance on Commodity Murabahah and these Specific Terms and Conditions. For the avoidance of doubt, the Customer shall continue to appoint the Bank as his/ her Agent to undertake the Trade Transactions for renewal purposes.
- 11.27 Subject to Clause 11.25, if principal has been partially withdrawn, renewal of the Commodity Murabahah Deposit-i placement will be based on the remaining balance amount in the account with the same Tenure and profit payment option, upon the expiry of each maturity date. However, the Profit rate shall be based on the prevailing Profit rate.
- 11.28 If a Commodity Murabahah Deposit-i placement advice is lost, stolen, destroyed or worn out, the Bank may, upon the Customer's request, will issue a photocopy of the advice (duplicate) provided that the Customer presents their MyKad(Identity Card) or such other identification documents requested and acceptable to the Bank. For joint accounts, all joint Accountholders are required to present their MyKad (Identity Card) or such other identification documents requested and acceptable to the Bank. The issuance of the photocopy must be at domicile branch where Commodity Murabahah Deposit-i account is maintained.

## **12. Miscellaneous**

- 12.1 Both the Bank and the Customer hereby irrevocably agree and acknowledge that these Terms and Conditions, the underlying structure herein and the Trade Transactions are Shariah compliant. Accordingly, each of the parties hereto agrees that it shall not henceforth raise any dispute in relation to the Shariah compliancy of these Terms and Conditions and the Trade Transactions.
- 12.2 Subject to the Clause 12.1 above, both the Bank and the Customer hereby agree and acknowledge that if any question arises concerning a Shariah matter in any proceedings before any court or arbitrator in relation to these Terms and Conditions and the Trade Transactions, such question shall be referred to the Shariah Advisory Council established under subsection 52 (1) of the Central Bank of Malaysia Act 2009 for its ruling, whose decision shall be final and binding upon the parties to these Terms and Conditions and the Trade Transactions and the parties shall take all steps necessary to cause/procure the court or arbitrator to refer to such question to the Shariah Advisory Council.
- 12.3 It is agreed and acknowledged that the provisions set out in this Section D of the Specific Terms and Conditions and each Trade Transaction is not intended to be, and shall not be, governed by the rules of the local commodity exchange on which such Commodity are traded and is considered as an OTC contract.
- 12.4 Time wherever mentioned shall be of the essence.





ERROR: syntaxerror  
OFFENDING COMMAND: --nostringval--

STACK:

/Title  
( )  
/Subject  
(D:20191127143627+08'00')  
/ModDate  
( )  
/Keywords  
(PDFCreator Version 0.9.5)  
/Creator  
(D:20191127143627+08'00')  
/CreationDate  
(179586)  
/Author  
-mark-