

Terms and Conditions Governing the Use of RHB Financing (SME) Mobile App

RHB Bank Berhad provides you with this **RHB Financing (SME) Mobile App** ("App") to assist in the completion of loan application forms and to facilitate the obtaining of services with us at your convenience online.

In these Terms and Conditions of Use ("Terms"), "we", "our" or "us" refer to RHB Bank Berhad and any of our subsidiaries and affiliates who provide you with services pursuant to these Terms. "You" or "your" refer to the entity who intends to apply loan with us using this App.

By clicking the "Apply Now" button or otherwise using this App, you indicate your acceptance of and agreement to be bound by these Terms.

These Terms govern the use of this App only and the prevailing terms and conditions governing other services provided to you will apply once the application process is completed.

1. Use of App

1.1 In order to use this App, you will need:

- a) a mobile device with operating system of either iOS 10.0 and above or Android version 6.0 and above with access to the Internet;
- b) a valid email address to which we can send communications relating to the use of this App;
- c) a valid mobile number to which we can send one-time passwords to allow your user to log in and retrieve a partially filled-out application form and other communications relating to the use of this App; and
- d) any other requirements that we may notify you with from time to time. We will not be responsible for your failure or inability to use this App if your system or other facilities do not satisfy the foregoing requirements.

1.2 You must ensure that only persons with proper and valid authority (within any limits set by you) send or transmit, or authorise the sending or transmission of, an application to us via this App ("Users"). You are responsible for the accuracy, adequacy and completeness of information submitted to us and you acknowledge that we will be relying on the information for the purposes of processing your application. We shall be entitled to treat an application received as being properly authorised by you and binding upon you, and we are not required to further investigate or enquire the authenticity or authority of your Users.

1.3 You acknowledge and agree that we have no obligation to process an application received through the use of this App. We may elect not to process such an application for any number of reasons, for instance if we have reason to suspect that there is any error, fraud or forgery, or if we are of the view that the application is inaccurate or incomplete. We are not obliged to notify you in respect of the status of the application or inform you of the reason(s) if we decide not to process the application. We may at our discretion request for additional information or verification from you, and may treat the application as being withdrawn if such request is not met in a timely fashion.

- 1.4 To the maximum extent permissible under applicable law, we will not be liable for any losses, damages, costs or expenses (whether arising directly or indirectly) which you may suffer or incur as a result of us:
- a) acting upon or relying on any information received pursuant to Clause 1.2; or
 - b) exercising our rights under Clause 1.3.

- 1.5 The use of this App does not guarantee the successful outcome of the application or the granting of any loan or banking facility in any way.

2.0 Security

- 2.1 You are responsible for the use of any one-time password dispatched to you or your Users. We shall not be liable to you for any loss, damage, cost or expenses incurred by you as a result of the loss or unauthorised use of any such one-time password.

- 2.2 You acknowledge that the information set out within the application submitted via this App is only encrypted and secured upon transmission to us, and agree that the App uses commercially reasonable security procedures to:

- a) verify that such information originate from you or your Users;
- b) verify that such information is not altered during transmission to us; and
- c) indicate your intention in respect of the application submitted; and that such security procedures are as reliable as appropriate for the purposes for which the App is used.

- 2.3 We are not liable to you if any transmission is delayed, lost or otherwise fails to reach us, or if the information set out within the application is modified, intercepted or otherwise accessed by a third party during the process of transmission.

3.0 Privacy Notice

- 3.1 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/accontholders, 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.

3.2 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 or contacting the Customer Care Centre as provided in part F below.

3.3 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.

3.4 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.

- 3.5 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 and that you may channel any complaints or inquiries you may have in the manner indicated above.
- 3.6 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.
- 3.7 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.
- 3.8 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.
- 3.9 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.
- 3.10 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.
- 3.11 Our rights under this Clause 3 shall be in addition and without prejudice to, any other rights of disclosure which we may have under any applicable laws and regulations (including anti-money laundering and antiterrorism laws), and nothing herein is to be construed as limiting any of those rights.
- 3.12 You acknowledge and confirm that consent has been given by all guarantors to provide the information set out within the application; and all guarantors accept and allow RHB to conduct Credit Checks with Credit Bureau Malaysia.

4.0 Disclaimer of Warranties

- 4.1 This App is provided "as is" and, to the maximum extent permitted under applicable law, all representations, warranties, conditions and other terms implied by statute, common law or otherwise in respect of this App are excluded from these Terms.
- 4.2 Although we will put in place reasonable safeguards, we do not warrant that the App will be provided uninterrupted, free from any errors, computer virus or other malicious, destructive or corrupting code, or that any defect will be corrected.

- 4.3 We do not provide any guarantee in respect of the availability of this App and we may at our discretion modify, remove, suspend or discontinue the provision of this App, in whole or in part, at any time without giving notice and/or reasons.
- 4.4 You acknowledge and agree that we may incorporate information provided by other service providers, government agencies or bodies in the application to be submitted via this App. We do not provide any representation or warranties or assume any responsibility for the accuracy, reliability or completeness of such information. You should notify us if any of the information incorporated into your application is inaccurate.

5.0 Rights of and Liabilities to Third Parties

- 5.1 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 App. 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 App services that are not controlled by us;
 - a. You shall be bound by all terms and conditions prescribed by such services and/or software as aforementioned used by you to access the App without any recourse to us;
 - ii. 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.
- 5.2 You understand that any access to the App 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.
- 5.3 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 App. In addition, you accept and agree 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.
- 5.5 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 Clause 5.
- 5.6 You acknowledge there are certain security, corruption, transmission error and availability risks associated with the use of this App and the associated telecommunication infrastructure including the Internet, email and mobile messaging services. You agree, to the maximum extent permitted under applicable law, to assume such risks.
- 5.7 To the maximum extent permitted under applicable law, you acknowledge and agree that we are not liable to you for:

- a) any indirect, consequential, special or punitive loss or damage arising from the provision of this App, whether arising based on a claim in contract, tort (including negligence), breach of statutory duty or otherwise; or
- b) any loss of revenue or business opportunities, loss of profit, loss of anticipated savings or business, loss of data, loss of goodwill or loss of value of any equipment including software.

5.8 We can act in compliance with any legal or regulatory obligation imposed on us, or any order of court, judgment or arbitral award served upon us without notifying you or seeking your approval. We may act pursuant to the advice of counsel with respect to any matter relating to these Terms. To the maximum extent permitted under applicable law, we are not liable for any action taken or omitted pursuant to this Clause 5.8.

6.0 Responsibilities for Security

6.1 You must ensure that you are the only person who can access and give instructions using the App service. You must keep strictly to the following security procedures:

- i. You must ensure the application downloaded for the App is genuine.
- ii. You are allowed to bind maximum 1 device per username. It is your responsibility to ensure you are log in to App using the authenticated device(s).
- iii. You shall enable the app level permission for App in your mobile device in order to authorize the App to read the auto-populated One Time Password (OTP) from SMS.

7.0 Miscellaneous

7.1 These Terms are governed by the laws of Malaysia. All disputes arising from or pursuant to these Terms shall be resolved before the courts of Malaysia, and you agree to submit to the jurisdiction of such courts.

7.2 In these Terms, any reference to a person includes a reference to partnerships, companies, associations or other bodies of persons, incorporated or otherwise, and to such person's successors, assigns, transferees or other persons authorised to take over such person's legal rights.

7.3 If any provision of these Terms is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed without affecting the validity of the other provisions.

7.4 We own and hereby assert whether now or in the future all registered and unregistered rights (including all moral rights) in the App 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.

7.5 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 App and the rights granted to you under these terms and conditions are made available to you strictly for your use and access. Any rights not expressly granted under these terms and conditions are entirely and exclusively reserved to and by us.

- 7.6 No forbearance, delay or indulgence by us in enforcing these Terms shall prejudice or restrict our rights. No waiver of our rights shall operate as a waiver of any subsequent breach, and no right, power or remedy herein conferred upon or reserved for us is exclusive of any other right, power or remedy available to us.
- 7.7 You acknowledge that RHB Banking Group may modify or update these Terms from time to time, a copy of which is available at www.rhbgroup.com and/or publish in any media that we deem appropriate. You are deemed to agree to such amendments if you continue to use this App after the effective date of such amendments.