

C. SERVICES

15A. RHB Mobile Banking Application

These terms and conditions govern the use of RHB Mobile Banking Application (“RHB Mobile Banking App”) 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 RHB Mobile Banking App.

Any and all communications transmitted through the Internet Banking and RHB Mobile Banking App shall be governed by Clause 22.6 below in the full set of T&C. Please click the [link](#) for the full set of T&C.

Application to Access Internet Banking and/or RHB Mobile Banking App

15A.1 Subject to these terms and conditions, if you have an existing CASA and Debit Card or a Credit Card with us and the Account is valid, you are entitled to enrol and get access to the Internet Banking and/or RHB Mobile Banking App by performing a one-time online registration at the Website to start using the Internet Banking and/or RHB Mobile Banking App 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 RHB Mobile Banking App service.

15A.2 For online registration via the Website and to use the Internet and /or RHB Mobile Banking App service, the access identification (ID) and any related information such as ATM/Debit Card PIN or Credit Card PIN will be required. Thereafter, you will create your own Username, Password and Secret Word to access RHB Mobile Banking App services.

15A.3 Upon successfully registering with Internet Banking; you may use the same Username and Password to access to the new RHB Mobile Banking App after 24 hours of registration.

15A.4 Upon enrolment and access to RHB Mobile Banking App, 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. You also agree and authorise us to track and save your behaviour on the RHB Mobile Banking App. All interaction/clicks in the app will be captured and this data will later be used for analytics purpose to enhance customer experience.

15A.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 RHB Mobile Banking App service via your Username, subject to a maximum number of Accounts as may be prescribed by us from time to time. You understand and acknowledge and therefore you will strictly observe your obligations under Clauses 15A and 17 in the full set of T&C, 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 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.

15A.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 RHB Mobile Banking App service, we are entitled (but is not obligated) to restrict the access to the Internet Banking and/or RHB Mobile Banking App 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 RHB Mobile Banking App service.

List of Electronic Services (includes all Fund Transfer services, Bill Payments, Prepaid Reloads, Viewing of Accounts, Viewing of Statement, Share Receipt, etc)

15A.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.

15A.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 have been confirmed in writing to you to have been affected.

15A.9 We shall be at liberty on your behalf to use any independent third parties in effecting any other type of remittance (such as IBG or an Instant Transfer 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.

15A.10 We shall, at our discretion, determine the order, priority or the independent third parties (such as IBG or and IBFT/Instant Fund Transfer services) 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.

15A.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

15A.12 To access and use the Internet Banking and/or RHB Mobile Banking App service, you must key in the ATM Card/Debit Card number with ATM/Debit Card PIN, or Credit Card number with Card PIN as required when registering to the Internet Banking and/or RHB Mobile Banking App service for the first time at the Website.

- i. ATM card / Debit card user

- a. For you to access and use the Internet Banking and/or RHB Mobile Banking App 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.
- b. 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

- a. 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 when logging on to Internet Banking for the first time.
- b. Upon acceptance of the Credit 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.

15A.13 Thereafter, you are required to key in Username and Password only for subsequent access to the Internet Banking / RHB Mobile Banking App. Secret Word verification is applicable for access to Internet Banking and/or RHB Mobile Banking App service.

15A.14 For you to access and use the Quick View and Quick Payment in RHB Mobile Banking App, you must register your own biometric (read: thumbprint) or PIN number during the first time login to RHB Mobile Banking App or at any time after successfully registered at the Website.

- i. You are responsible to ensure the biometric or PIN number set up for Quick View and Quick Payment is genuinely set up by yourself using your own device.
- ii. Quick Payment on RHB Mobile Banking App allows you make payment to selected individuals, billers and prepaid top up ("Recipients") with only own biometric or PIN number registered up to a limit determined by the Bank. No full login with password is required to payment Quick Payment unless no biometric or PIN number is registered on the device.
- iii. These Recipients are specifically enabled by you. You are fully responsible for all transactions originated from your device. We will not be held liable for any payments to these Recipients originated from any of your authorized devices.

15A.15 On completion of the prescribed registration and activation procedures via Internet and / or RHB Mobile Banking App, 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 RHB Mobile Banking App 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.

15A.16 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 which is a one-time process. However, you may register/change the mobile number via the new RHB Mobile Banking App.
- 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.
- iii. You are provided with two separate financial transaction limits for the RHB Mobile Banking App and the RHBNow Internet/Mobile Banking platform. A default limit will be pre-set for all types of transactions and you have the option to revise the limits of each transaction.
- iv. Upon first time login to the RHB Mobile Banking App, we will do a one-time sync of your key biller favourites, all your other favourites (individuals/prepaid top up/DuitNow), transaction limits and account preferences from the RHBNow platform.
- v. Transaction limit that has been set up earlier in RHBNow platform would be round down to the nearest multiple 5,000 in the new RHB Mobile Banking App.
- vi. Subsequent to that, you will maintain a separate profile from the new RHB Mobile Banking App and the existing RHBNow Internet / Mobile Banking platform.

15A.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 RHB Mobile Banking App 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

15A.18 You must ensure that you are the only person who can access and give instructions using the Internet Banking and/or RHB Mobile Banking App 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 RHB Mobile Banking App services as soon as possible. If this is not possible you must notify us immediately through e-mailing or call the Customer Care Center. 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.
- ii. You must not let anyone else operate the Internet Banking and/or RHB Mobile Banking App 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 or RHB Mobile Banking App 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 RHB Mobile Banking App services, you must notify us immediately through e-mail or call our Customer Care Center.
- v. You must ensure the application downloaded for RHB Mobile Banking App is genuine.
- vi. You are allowed to bind maximum 1 device per username. It is your responsibility to ensure you are log in to the RHB Mobile Banking App using the authenticated device(s).
- vii. Authenticated devices bound to your username will be allowed to perform selected financial and non-financial transactions.
- viii. You shall enable the app level permission for RHB Mobile Banking App in your mobile device in order to authorize transactions performed in RHB Mobile Banking App and also for RHB Mobile Banking App to read the auto-populated One Time Password (OTP) from SMS.
- ix. The oldest device registered to your username will be defaulted as the primary device, unless specifically selected otherwise. Only one authenticated device out of up to three, will be used to authorize selected transactions using the Secure Plus technology.
- x. The primary device will be used to perform authorization of selected financial and non-financial transactions with RHB Bank. You will be fully responsible for all authorizations made from the device and 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.

- xi. No registration is required to perform authorization of these selected transactions.
- xii. The Identifiers and passwords must be kept strictly confidential and must not be disclosed to any other person.
- xiii. 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 RHB Mobile Banking App, whether with or without your consent.
- xiv. 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 and/or RHB Mobile Banking App to enable you to access the Internet Banking and/or RHB Mobile Banking App.
- xv. 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 RHB Mobile Banking App services as a result from the lost or stolen mobile phone.

15A.19 If we suspect any unauthorized transactions, we may suspend your access and use of the Internet Banking and/or RHB Mobile Banking App services until the fresh Identifiers have been set up.

Operating Times

15A.20 The Internet Banking and/or RHB Mobile Banking App 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.

15A.21 All or part of the Internet Banking and/or RHB Mobile Banking App services that may be accessed through the Website/RHB 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 RHB Mobile Banking App services (or any part thereof) provided under the Website/ RHB 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

15A.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 RHB Mobile Banking App 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.

15A.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 as may be amended 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 RHB Mobile Banking App service.

15A.24 All instruction(s) issued after successful log on to the Internet Banking and/or RHB Mobile Banking App 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 15A.18 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 19 below.

15A.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 deem fit.

15A.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 RHB Mobile Banking App 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

15A.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 RHB Mobile Banking 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 Internet Banking and/or RHB Mobile Banking App 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 RHB Mobile Banking App 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 RHB Mobile Banking App 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.

15A.28 You understand that any access to the Website or the Internet Banking or RHB Mobile Banking 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.

15A.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 RHB Mobile Banking 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.

15A.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 RHB Mobile Banking App, 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.

15A.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 Clause 15A.

Equipment and Software

15A.32 You also agree that you are responsible for the computer, mobile device, system or other device from which you access the Internet Banking and /or RHB Mobile Banking App, 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 and /or RHB Mobile Banking App (including any software used).

15A.33 You shall not access the Internet Banking and/or RHB Mobile Banking App 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 RHB Mobile Banking App 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.

15A.34 Any material downloaded or otherwise obtained through the use of the Internet Banking and/or RHB Mobile Banking App 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 / RHB Mobile Banking App

15A.35 As a condition of your permitted use of the Internet Banking and/or RHB Mobile Banking App, 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 / RHB Mobile Banking App (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 / RHB 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 RHB Mobile Banking App.

15A.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 RHB Mobile Banking App 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/ RHB Mobile Banking App 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

15A.37 You are permitted to use Content delivered to you through the Internet Banking and/or RHB Mobile Banking App services only on the services as provided within this terms and conditions.

15A.38 We owns and hereby assert whether now or in the future all registered and unregistered rights (including all moral rights) in the Internet Banking / RHB Mobile Banking App, 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.

15A.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 RHB Mobile Banking App 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.

15A.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 RHB Mobile Banking App 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.

15A.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.

15A.42 You agree not to reverse engineer or reverse compile any of the technology of the Internet Banking and/or RHB Mobile Banking App service, including but not limited to, any Java applets associated with the service.

15A.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 RHB Mobile Banking App

15A.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 RHB Mobile Banking App 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 RHB Mobile Banking App service; (iv) unauthorized access to or alteration of the transmissions or data; (v) statements or conduct of anyone on the Internet Banking and/or RHB Mobile Banking App 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.

15A.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 RHB Mobile Banking App 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 RHB Mobile Banking App service to you, whether or not arising from or in connection with :-

- i. Your failure to strictly observe the security obligations under Clause 15A.18, 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 15A.41);
- iii. any illegal, immoral and/or negligent act, error or omission via the Internet Banking and/or RHB Mobile Banking App service, including but not limited to computer crimes, fraud, cheating, defamation, etc. (please refer to Clause 15A.36) and/or your failure to observe the applicable laws and/or regulations applicable (please refer to Clause 15A.35); 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 8 and 9, and Clause 15.7 generally). The parties hereto agree that this provision shall take effect to the widest and fullest extent permitted by law.

15A.46 The provisions of Clause 15A.44 and 15A.45 herein shall take effect to the widest and fullest extent permitted by law.

Suspension or Termination of Service

15A.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 RHB Mobile Banking App (or any part thereof) or your right to access and use the Internet Banking or RHB Mobile Banking App (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 RHB Mobile Banking App service and the requirements before any reinstatement is made.

15A.48 Upon suspension or termination of the Internet Banking and/or RHB Mobile Banking App 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 RHB Mobile Banking App 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

15A.49 We will provide all banking account statements 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.

15A.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.

15A.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.

15A.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.

15A.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.

15A.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.

15A.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.

Evidence

15A.56 Our records of all and any communications by you during or pursuant to the use and access to the Internet Banking / RHB Mobile Banking App 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 / RHB Mobile Banking App 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

15A.57 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")

15A.58 Bank

Our role is to facilitate payment transaction between you and the merchant.

15A.59 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)"). You must be a registered RHB Internet Banking and/or RHB Mobile Banking App user to be eligible to make purchases of the said Products.

15A.60 Merchant

We merely provide 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 Sales and Services Tax ("SST") and any other applicable tax as may be imposed by the authorities from time to time.

15A.61 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.

15A.62 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 your 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.

15A.63 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 your failure to provide accurate or complete instructions when placing the order through the RHB Now Mobile Banking 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.

15A.64 Lifestyle Privileges Use and Access

- i. You may view from the RHB Now Mobile Banking App for your placement of order for the product, subject to the restrictions set out in these terms and conditions.
- ii. You must not:
 - a. Republish any material(s) of the Lifestyle Privileges products;
 - b. Sell, rent or sub-license material(s) from the Lifestyle Privileges feature;
 - c. Show any material(s) from the Lifestyle Privileges feature in public;

- d. Reproduce duplicate, copy or otherwise exploit material(s) on the Lifestyle Privileges feature for commercial purposes;
- e. Edit or otherwise modify any material(s) on Lifestyle Privileges feature; or
- f. Redistribute material(s) from the Lifestyle Privileges feature [except for Content(s) specifically and expressly made available for redistribution such as newsletter]

15A.65 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 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 fully permitted by law.

15A.66 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.

15A.67 Currency

All transactions in the RHB Mobile Banking App are to be conducted and payable in Malaysian Ringgit (MYR), unless otherwise indicated.