



Original – Bank Copy   
Duplicate – Customer Copy

## AL RAJHI DEBIT - ATM CARD-i AGREEMENT

BETWEEN

AL RAJHI BANKING & INVESTMENT  
CORPORATION (MALAYSIA) BHD (719057-X)

AND

CUSTOMER'S NAME: \_\_\_\_\_

REGISTRATION NO./NRIC NO./PASSPORT NO.: \_\_\_\_\_

DATE:

## AL RAJHI DEBIT - ATM CARD-i AGREEMENT

DATE:

BETWEEN

1. **AL RAJHI BANKING & INVESTMENT CORPORATION (MALAYSIA) BHD (719057-X)** a banking corporation incorporated in Malaysia and having its registered address at **Ground Floor, East Block, Wisma Selangor Dredging 142-B, Jalan Ampang 50450 Kuala Lumpur, (Bank)**, which the expression shall include all of its branches of the one part;

AND

2. Name: \_\_\_\_\_  
Company No./NRIC No/Passport No.: \_\_\_\_\_, the particulars of which are as set out in the application form (Customer), which the expression shall include the legal representatives or its successors and permitted assigns of the other part.

IT IS AGREED AS FOLLOWS:

### 1. PURPOSE AND DEFINITIONS

#### 1.1 PURPOSE

The Bank at the request of the Customer issues a debit card to facilitate his cash withdrawal and make payment out of his Account. This Agreement sets out the terms and conditions on the issuance and usage of Al Rajhi Debit - ATM Card to the Cardholder. This Agreement shall be binding on the Cardholder immediately upon the use of the Card by the Cardholder.

#### 1.2 DEFINITIONS

In this Agreement where the context so admits, the following expressions shall have the meanings designated herein:

**Account** means the Cardholder's Al Rajhi Current Account-i and Al Rajhi Savings Account-i maintained with the Bank;

**ATM** means automated teller machines which are authorised to accept the Card for cash withdrawal, either installed by the Bank or as part of a shared interbank network;

**Authorised Merchant** means the establishments supplying Halal goods and/or services and which accept the use of the Card for payment;

**Cardholder** means the person named on the Card and to whom the Card is issued;

**Cash Withdrawal** means cash withdrawn from any ATM. Cash Withdrawals shall not exceed RM 5000.00 per day and shall not exceed RM1500.00 per transaction or such amount as the Bank may decide from time to time at its sole discretion;

**Debit - ATM Card** means the Card issued by the Bank to the Cardholder for the purpose of making cash withdrawals or making payments out of the Account or for any other purpose as specified herein;

**Limit** means the available balance remaining in the Account at the relevant time and shall exclude uncleared cheque(s) or remittances not received;

**Halal Goods and Services** means goods and services that are permissible and in line with the Shariah Principles;

**PIN** means the Personal Identification Number selected by the Cardholder to use with the Card;

#### 1.3. INTERPRETATION

(a) Words importing the singular include the plural. Words importing the masculine gender include the feminine and neuter genders.

(b) For the period of calculation of any period of time or when an act is required to be done within a certain period of time from a specified date, the period begins to run from the date so specified including the date specified.

### 2. ACCEPTANCE OF THE CARD

2.1 In consideration of the Bank issuing the Card to the Cardholder, the Cardholder agrees to abide by the terms and conditions herein contained.

2.2 Subject to Clause 11.5 below, the Cardholder agrees to abide by any other terms and conditions as the Bank may impose from time to time.

2.3 The use of the Card is restricted to the Cardholder to whom the Card is issued for use at Authorised Merchants authorised to accept the Card as a mode of payment. The Cardholder shall sign at the back of the Card immediately upon receipt of the Card.

### 3. USAGE OF THE CARD

3.1 Cardholder may use the Card to effect transactions allowed for under this Agreement within the Limit. The Cardholder hereby acknowledges that the Bank will not effect any payment order or instructions unless there are sufficient funds on the payment order or instruction date and shall not be liable for any loss of or damage to the Card.

- 3.2 The Cardholder shall be liable to the Bank for all transactions effected by the Cardholder using the Card and for all agreed related fees billed to the Account.
- 3.3 (a) (i) To effect a purchase from any Authorised Merchant, the Cardholder must sign on a Sales Draft prepared by the Authorised Merchant and shall use his/her PIN to gain access to his/her Account;
- (ii) To effect a Cash Withdrawal through ATM, the Cardholder shall use his/her PIN to gain access to his/her Account.
- (b) The Bank shall be entitled to treat the Bank's record of any transaction effected by the use of the Card including but not limited to the transactions effected by Electronic Commerce, Mail Order, via the telephone or at specific Point of Sale Terminal including but not limited to the transactions at the petrol kiosk and/or through such other modes that may be introduced/implemented from time to time as evidence of transaction properly effected by the Cardholder to be debited to the Account.
- (c) The Cardholder shall use the Card only to effect retail purchase and payment of Halal Goods and Services only. The Cardholder acknowledges and agrees that where the Card is used for the payment of non-halal goods or services, the Bank has the right to suspend and/or terminate usage of the Card.
- 3.4 The Cardholder shall observe all security measures prescribed by the Bank relating to his/her Card, PIN or the services provided thereunder. The Cardholder shall not reveal his/her PIN to anyone including the Bank's staff. If the PIN is disclosed or suspected to have been disclosed to another person, the Cardholder shall immediately inform the Bank and shall not use the Card until the Bank issues a replacement card and PIN to the Cardholder.
- 3.5 (a) The Bank shall not be held liable for any loss or damage if the wrong PIN is keyed in by the Cardholder in the course of utilising the services offered at the ATMs or at the Authorised Merchants.
- (b) The Bank shall not be liable for any act or omission on the part of the Authorised Merchant including refusal by any Authorised Merchant to honour the Card or for any defect or deficiency in any goods or services provided by the Authorised Merchant.
- (c) The Cardholder shall resolve all complaints, claims, and dispute against the Authorised Merchant directly and not through the Bank. The Cardholder undertakes not to join the Bank in any such claim and/or dispute or legal proceedings against the Authorised Merchant.
- (d) Any claim or dispute which the Cardholder may have against an Authorised Merchant shall not relieve the Cardholder from having the amount incurred arising from the use of the Card by the Cardholder, as stated in the Card Statement, debited from his/her Account.
- 4. RENEWAL AND REPLACEMENT CARDS**
- The Card will be valid from the date of issuance printed on the face of the Card. The Bank may charge account maintenance fees (as stated in Clause 9 herein) to the Account on the anniversary of the issuance of the Card and/or for the replacement of the Card due to loss, theft, damage of the same, or to the PIN being lost or forgotten.
- 5. OVERSEAS TRANSACTIONS**
- 5.1 The Cardholder may use the Card outside Malaysia with Authorised Merchants and at ATMs. The Cardholder shall notify the Bank in advance of his intentions to use the Card for overseas transactions.
- 5.2 The Cardholder may use the Card for Cash Withdrawal at any designated ATMs of the Bank and ATMs of other participating banks on the same shared interbank network.
- 5.3 Where the Cardholder uses the Card in a transaction in a currency other than Ringgit Malaysia, the amount debited from the Account shall be converted into Ringgit Malaysia at the exchange rate prevailing at the time the Bank makes the corresponding payment to the other participating bank for the said transaction.
- 5.4 The use of the Card for overseas transactions shall be subject to all relevant Exchange Control Regulations issued by Bank Negara Malaysia as may be applicable to such transactions.
- 6. ACCOUNT**
- 6.1 All transactions effected by the use of the Card and any other agreed fees shall be debited to the Account.
- 6.2 A Statement for an Account belonging to the Cardholder stating the transactions posted to the Account shall be sent to the Cardholder on a monthly basis or at such other intervals as determined by the Bank, hereinafter referred to as the Statement Date.
- 6.3 All records and entries in the Statement shall be deemed correct and binding on the Cardholder unless the Cardholder notifies the Bank in writing of errors (if any) in the Statement not later than thirty (30) days from the date the Statement is mailed.
- 6.4 The Cardholder shall inform the Bank promptly in writing of any changes of the Cardholder's residential and/or office address and/or billing address, telephone numbers or change of employment.
- 7. POSSESSION OF THE CARD**
- 7.1 The Card shall remain the property of the Bank at all times and the Cardholder shall return to the Bank the Card when requested to do so. The Cardholder shall not permit or authorise any third party to use the Card and shall not transfer or otherwise part with the control or possession of the Card nor use it for any unauthorised purpose. If the Cardholder has allowed any third party to use the Card or has voluntarily relinquished physical possession of the Card, the Cardholder agrees that any amount incurred by such third party using the Card shall be debited from the Account.

7.2 The Bank may revoke the right of the Cardholder to use the Card at any time, upon the Bank giving at least five (5) days' written notice to the Cardholder, stating the reason of such revocation. The Cardholder may not use the Card after it has been revoked. The revocation or request for the return of the Card is not, and shall not constitute any reflection on the character or creditworthiness of the Cardholder and the Bank shall not be liable in any way for any statement made by or the action of any person requesting to retain or asking for the surrender of the Card.

7.3 Notwithstanding Clause 7.2 above, where the use of the Card is revoked pursuant to instructions by any regulatory body the Bank may so revoke the use of the Card with immediate effect without giving prior notice to the Cardholder.

#### **8. SUSPENSION, CANCELLATION OR TERMINATION**

8.1 In addition to and without derogating from any of the provisions of this Agreement, the Bank may, by written notice set out the reason(s) therefore, suspend or cancel the use of the Card. Upon such cancellation, this Agreement shall be terminated and the Cardholder shall immediately return the Card to the Bank and agree to waive his right of refund of the portion of the fees charged.

8.2 The Cardholder may, by written notice to the Bank, terminate the use of the Card. Upon such termination, this Agreement shall be terminated and the Cardholder agrees to waive his right of refund of the portion of the fees charged.

#### **9. FEES AND CHARGES**

The Cardholder agrees to pay and authorises the Bank to debit from the Account for the following fees:-

(a) Card Issuance/Replacement fee of Ringgit Malaysia Fifteen only (RM15.00).

(b) Cash Withdrawal from an ATM other than the Bank's ATM: Ringgit Malaysia Ten only (RM10.00) for every transaction.

(c) Any other reasonable fees and charges imposed by the Bank and accepted by the Cardholder for services rendered to the Cardholder.

#### **10. LOST OR STOLEN CARD AND DISCLOSURE OF PIN**

10.1 The Cardholder shall use reasonable precautions to prevent loss, theft, disclosure of the PIN to an unauthorised person, or unauthorised use of the Card. Any loss, theft, disclosure of the PIN to any unauthorised person, or unauthorised use of the Card must immediately be reported to the Bank by telephone, facsimile or email or any other agreed means of communication. If such report is made verbally, it must be confirmed in writing immediately thereafter.

10.2 The Cardholder shall bear the onus of showing that the Card was not used by the Cardholder at the time a disputed transaction was entered into or recorded. All ATM transactions (including but not limited to Cash Withdrawals) shall be deemed to have been made by the Cardholder after delivery of the Card to the Cardholder and the Cardholder shall be liable for all charges and withdrawals whatsoever arising from all ATM transactions. The onus of proving that any ATM transaction was not made by the Cardholder shall be on the Cardholder.

10.3 The Cardholder shall be liable for all charges and advances whatsoever arising from all transactions, whether authorised or unauthorised, effected with the Card before written notice has been received by the Bank. The Bank's records of any transaction effected by the use of the Card shall be conclusive and binding against the Cardholder. Upon receipt by the Bank from the Cardholder of written notice of loss or theft of the Card, the Cardholder shall pay to the Bank such sum as the Bank may specify towards replacement of the lost or stolen Card and or towards payment of other costs and expenses incurred by the Bank arising there from or incidental thereto.

10.4 When a lost or stolen Card is found, the Cardholder shall not use the Card and shall return the same, cut into half, to the Bank immediately upon the recovery of the Card. The Bank will be under no obligation to issue a Replacement Card to a Cardholder following its loss or theft.

#### **11. MISCELLANEOUS**

##### **11.1 GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and shall be construed in all respects in accordance with the laws of Malaysia as long as it complies with the Shariah Principles and the parties hereto hereby agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia or the courts of such other competent jurisdiction as the Bank may at its sole discretion elect to submit and further that the service of any legal process may be effected in any manner allowed by the law of the relevant jurisdiction.

##### **11.2 TIME**

Time shall be of the essence in relation to all the provisions of this Agreement and the payment of all monies due by the Cardholder to the Bank under this Agreement.

##### **11.3 WAIVER**

No failure or delay on the part of the Bank in exercising nor any omission to exercise any right, power, privilege or remedy accruing to the Bank under this Agreement upon any default on the part of the Cardholder shall impair any such right, power, privilege or remedy or be construed as a waiver thereof nor shall an acquiescence in any such default, affect or shall impair any right, power, privilege or remedy of the Bank in respect of any other or subsequent default nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any other rights or remedies provided by law.

##### **11.4 PRESERVATION OF RIGHTS AND ENTITLEMENT**

Notwithstanding any other provisions in this Agreement, the Bank's rights and entitlement under this Agreement shall continue to remain in full force and effect and shall survive any cancellation, restriction or suspension of the Card by the Bank.

##### **11.5 VARIATION**

The Cardholder hereby agrees that the Bank may vary, add to or amend the terms and conditions herein set out provided always that such variation addition or amendment may only be effected with the Cardholder's consent. Such variation, addition and amendment, if agreed on, shall be operative on the effective date specified by the Bank. In the event the Cardholder does not agree to such variation, addition and amendment, the Cardholder must terminate the use of the Card by giving notice and returning the Card cut in half to the Bank within thirty (30) days of receipt of the notice of such variation, addition and amendment, failing which the Cardholder shall be deemed to have accepted such variation, addition and/or amendment without reservation.

#### 11.6 DISCLOSURE

The Cardholder hereby consents to the Bank disclosing any information pertaining to the Cardholder including but not limited to the Limit and the Account hereunder or otherwise which the Cardholder may have with the Bank:

- (a) the Central Credit Unit, the Central Credit Reference Information System, DCHEQS System and/or any other authority or body established by Bank Negara Malaysia, any other agencies approved by the Association of Banks of Malaysia and other authority having jurisdiction over the Bank; or
- (b) the Bank's parent company, branches, related corporations, associates, subsidiaries, affiliates, assignees, proposed assignees, agents and/or any other parties engaged by the Bank to enable or assist the Bank to exercise or enforce the Bank's right under this Agreement and/or other security documents.

#### 11.7 NOTICES

11.7.1 Any correspondence notices, requests and demands to be given or made under this Agreement to the Bank or to the Cardholder shall be in writing and shall be deemed to be sufficiently served:-

- (a) if it is sent by the party by ordinary post to the other party at his address or at such other address as the other party might have notified the party giving the notice as his new address, three (3) days after the date of posting; or
- (b) if it is dispatched by hand to the other party, on the day of delivery.

#### 11.8 SEVERABILITY

Any provisions of this Agreement which is invalid, unenforceable or prohibited shall not affect the validity or enforceability of the other provisions of this Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands the day and year first written above.

Signed for and on behalf of  
**AL RAJHI BANKING & INVESTMENT  
CORPORATION (MALAYSIA) BHD (719057-X)**

By its Authorised Representative

In the presence of \_\_\_\_\_

\_\_\_\_\_

Name:

Designation:

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**ACCOUNT HOLDER**

Signed by

Name: \_\_\_\_\_

NRIC No.: \_\_\_\_\_

In the presence of \_\_\_\_\_

\_\_\_\_\_

Signature

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**JOINT ACCOUNT HOLDERS**

Signed by

Name: \_\_\_\_\_

NRIC No.: \_\_\_\_\_

\_\_\_\_\_

Signature

Name: \_\_\_\_\_

NRIC No.: \_\_\_\_\_

In the presence of \_\_\_\_\_

\_\_\_\_\_

Signature

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**SOLE PROPRIETORSHIP**

Signed for and on behalf of

By its Authorised Representative

Name: \_\_\_\_\_

Registration No.: \_\_\_\_\_

In the presence of \_\_\_\_\_

\_\_\_\_\_

Signature