

Original – Bank Copy Duplicate – Customer Copy 

## AL RAJHI CHARGE 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 Charge Card as a payment method and provides the Cardholder with a Credit Limit. This Agreement sets out the terms and conditions on the issuance and usage of Al Rajhi Charge Card-i to the Cardholder. This Agreement shall be binding on the Cardholder immediately upon the activation of the Card Account by the Cardholder.

##### 1.2 DEFINITIONS

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

<b>ATM</b>	means Automated Teller Machine
<b>Authorised Cash Outlet</b>	means any bank, ATM or outlet which is authorised to accept MasterCard or Visa or any other brand owners of which the Bank is a member for cash withdrawal.
<b>Card</b>	means the Al Rajhi Charge Card-i
<b>Authorised Merchants</b>	means the establishments supplying Halal goods and/or services, which accept the use of the Card for payment.
<b>Cardholder</b>	means the person named on the Card and to whom the Card is issued for.
<b>Card Account</b>	means the account opened by the Bank in the Cardholder's name.

<b>Cancellation List</b>	means (i) The Restricted Card List (RCL) comprising printed notices containing a list of restricted/cancelled card account numbers to advise the Authorised Merchants to not honour any transaction if any of the cards is presented.  (ii) The Card Recovery Bulletin (CRB) comprising printed notices containing a list of restricted/cancelled VISA account numbers to advise the Authorised Merchants to not honour any transaction if any of the cards is presented.  (iii) The Hot Card List (HCL) comprising printed notices containing a list of restricted/cancelled MasterCard or Visa account numbers.
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<b>Cash Withdrawal</b>	means cash withdrawn from any Authorised Cash Outlet.
<b>Limit</b>	means the maximum debit balance for the Card Account for the Cardholder and any Supplementary Cardholder.
<b>Halal Goods and Services</b>	means goods and services that are acceptable and in line with the Shariah principles.
<b>Member Banks</b>	means financial institutions that are members of MasterCard or VISA or any other brand owners of which the Bank is a member.
<b>PIN</b>	means the Personal Identification Number selected by the Cardholder to use with the Card.

#### 1.3 INTERPRETATION

- Words importing the singular include the plural. Words importing the masculine gender include the feminine and neuter genders.
- For the period of calculation, 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 inclusive of the time begins to run from the date so specified.
- Where applicable a Cardholder shall include a Supplementary Cardholder.
- Where applicable a Card shall include a Supplementary Card.

#### 2. ACCEPTANCE OF THE CARD

- In consideration of the Bank issuing the Card to the Cardholder and any Supplementary Card to the Supplementary Cardholder, the Cardholder and the Supplementary Cardholder agree to abide by the terms and conditions herein contained.
- Subject to Clause 14.6 below, the Cardholder agrees to abide by any other terms and conditions as the Bank may impose from time to time.
- The use of the Card is restricted to the Cardholder to whom the Card is issued for use at Authorised Merchants authorised to accept MasterCard or Visa or any other brand owners of which the Bank is a member as a mode of payment. The Cardholder shall sign at the back of the Card immediately upon receipt of the Card.
- In the event that the Cardholder does not wish to be bound by this Agreement, the Cardholder shall cut the Card in half and return the two halves immediately to the Bank with a written notice that he is returning the Card for cancellation and shall thereafter settle any amounts outstanding in his Card Account.

#### 3. USAGE OF THE CARD

- Cardholder may use the Card to effect transactions allowed for under this Agreement within the Limit.
- The Cardholder shall be liable to the Bank for all transactions effected by the Cardholder and/or the Supplementary Cardholder using the Card and for all related fees billed to the Card Account.
- To effect a purchase from any Authorised Merchant, the Cardholder must sign on a Sales Draft prepared by the Authorised Merchant;
    - To effect a Cash Withdrawal using the Card from any Authorised Cash Outlet other than an ATM, the Cardholder shall sign on a Cash Withdrawal Draft prepared by the Authorised Cash Outlet;
    - To effect a Cash Withdrawal through the ATM, the Cardholder shall use his/her PIN to gain access to his/her Card Account.
  - 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 transactions effected by Electronic Commerce, Mail Order, via the telephone or at specific Point of Sale Terminal transactions at petrol kiosks and/or through such other modes that may be introduced/implemented from time to time as evidence of debt properly incurred by the Cardholder to be debited to the Card Account notwithstanding that any such record may not contain the signature of the Cardholder.
  - 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 cancel the usage of the Card.
  - The usage of the Card to effect Cash Withdrawal shall be limited to such amount as the Bank at its sole discretion shall determine.
  - The usage of the Card to effect Cash Withdrawal shall be limited to the withdrawal of cash at ATMs only.
- The Bank shall not be liable for any act or omission on the part of the Authorised Merchant including refusal by the Authorised Merchant to honour the Card or for any defect or deficiency in any goods or services provided by the Authorised Merchant.
  - The Cardholder shall resolve all complaints, claims and disputes 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.
  - Any claim/dispute which the Cardholder may have against the Authorised Merchant shall not relieve the Cardholder of the obligation to pay the Bank the amount incurred arising from the use of the Card by the Cardholder and/or the Supplementary Cardholder as stated in the Card Statement. Any payment made by the Bank on account of such purchase shall be deemed to be valid payment binding on the Cardholder.

#### 4. SUPPLEMENTARY CARD

- At the request of the Cardholder, the Bank may at its sole and absolute discretion issue a Supplementary Card to a person nominated by the Cardholder under his Card Account.

- The Cardholder and the Supplementary Cardholder shall be liable jointly and/or severally for all charges incurred by the Cardholder or the Supplementary Cardholder under his Card Account. Further, the Cardholder shall be liable to ensure that his Supplementary Cardholder shall observe all terms, conditions and obligations herein set out.
- The Supplementary Card issued may be cancelled upon written notification from the Cardholder. Notwithstanding any earlier notice of the Cardholder's intention to cancel or cancel the use of the Supplementary Card, the Cardholder shall be and remain liable for any transaction (authorised or unauthorised) effected through the use of the Supplementary Card up to the date the Bank is notified of the cancellation.
- The validity of the Supplementary Card is dependent on the validity of the Card. Upon cancellation of use of the Card or the termination of this Agreement for whatever reason, the Supplementary Card issued thereunder shall also be cancelled.

#### 5. RENEWAL AND REPLACEMENT CARDS

The Card will be valid until the expiration date printed on the face of the Card. The Bank will charge renewal fees on the renewal and/or replacement of the Cards to the Card Account. The Bank will continue to issue renewal or replacement Cards and Supplementary Cards until the Cardholder notifies the Bank of his intention to discontinue usage of the Card.

#### 6. OVERSEAS TRANSACTIONS

- The Cardholder may use the Card outside Malaysia with Authorised Merchants and at Authorised Cash Outlets.
- The Cardholder may use the Card for Cash Withdrawal at any designated ATMs of the Bank and ATMs of other participating Member Banks.
- Where the Cardholder uses the Card in a transaction in a currency other than Ringgit Malaysia, the amount shall be converted into Ringgit Malaysia at such exchange rate prevailing at the time the Cardholder makes payment to the Bank.
- 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.

#### 7. CARD ACCOUNT

- The Bank shall maintain a Card Account for the Cardholder and his Supplementary Cardholder for each Card held and all transactions effected by the use of the Card and any other fees shall be debited to the Card Account.
- The Card Account may be activated by the Cardholder by activation through the Bank's telephone banking service or any other means advised by the Bank from time to time.
- A Card Statement for the Card Account belonging to the Cardholder and the Supplementary Cardholder stating the transactions posted to the Card 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.
- All records and entries in the Card Statement shall be deemed correct and binding on the Cardholder unless the Cardholder notifies the Bank in writing of errors (if any) in the Card Statement not later than thirty (30) days from the date the Card Statement is mailed.
- 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. The Cardholder shall also inform the Bank of his intention to be absent from Malaysia for more than thirty (30) days.

#### 8. PAYMENT

- Upon receipt of the Card Statement, the Cardholder shall pay to the Bank the total current balance on or before the Payment Due Date as stated in the Card Statement.
- All payments to the Card Account must be made in the billing currency in which the Card Statement is made. Payment by the Cardholder shall not be considered to have been made until the relevant payments have been credited to the Card Account. All payments by outstation cheques shall include the relevant bank commission where applicable. Failure to include such commission shall entitle the Bank to debit the Card Account for the same.
- All payments made by the Cardholder under this Agreement shall be deemed to be payment made towards the satisfaction of the outstanding amount or any part thereof and all fees and other monies due and owing to the Bank under the Card Account.
- In the event of any delay in payment of any sum due and payable to the Bank herein, the Cardholder shall be liable to pay to the Bank the actual cost of recovering such outstanding sums incurred by the Bank as a result thereof.

#### 9. POSSESSION OF THE CARD

The Card shall remain the property of the Bank at all times and the Cardholder shall return to the Bank the Card cut in half when requested to do so or if the use of the Card by the Cardholder is cancelled or suspended. 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 shall remain liable for all transactions made with the Card. The Cardholder may not use the Card after it has expired or after it has been cancelled.

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

- 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.
- 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.
- 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 a written notice of loss or theft of 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.
- 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. SUSPENSION, CANCELLATION/TERMINATION

11.1 The Bank may cancel the Card and terminate this Agreement by at least five (5) days' written notice setting out the reasons therefore. The Supplementary Card shall likewise immediately be cancelled whether requested by the Cardholder or not.

11.2 Without prejudice to the foregoing, upon the occurrence of any breach of the provisions herein all monies owing to the Bank under the Card Account shall become due and immediately payable and the Bank shall be entitled to exercise its rights hereunder.

11.3 The Cardholder hereby acknowledges that any Card cancelled by the Bank shall be placed on a Cancellation List, which shall be circulated to all Authorised Merchants and Authorised Cash Outlets and all branches of the Bank. Supplementary Cards issued on the Cardholder's request shall be automatically cancelled and shall also be placed on the Cancellation List.

11.4 If the Bank has cancelled the Card and there are no monies outstanding to the Bank, the Bank will refund a proportion of the annual Card Account fee. If an Authorised Cash Outlet or Authorised Merchant asks the Cardholder to surrender an expired or cancelled Card, he must do so. The cancellation, repossession 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.

11.5 The Cardholder may at any time cancel the use of the Card by written notice to the Bank and returning the Card into halves to the Bank. Notwithstanding any earlier notification of the Cardholder's intention to cancel or terminate the use of the Card or this Agreement, the Cardholder shall be and remain liable for any transaction (authorised or unauthorised) effected through the use of the Card up to the date the Card is returned to the Bank by the Cardholder.

11.6 If the Cardholder asks the Bank to cancel the Card, but continues to use the Card afterwards, the Bank will consider such use as a request for reinstatement of the Card. The Bank will then consider reinstating the Card and if reinstated, a portion of the annual fee will be billed accordingly.

11.7 Notwithstanding the Payment Due Date specified in the relevant Card Statement, the whole of the outstanding balance in the Card Account shall become due and payable upon the occurrence of the abovementioned events.

11.8 Upon the cancellation of the use of the Card as aforesaid, in addition to the outstanding balance in the Card Account, all other charges relevant to the Card Account as agreed by the Cardholder due to the Bank shall be immediately due and payable to the Bank. It is hereby expressly agreed by the Cardholder and the Bank that all provisions contained herein shall continue in full force and effect notwithstanding the cancellation of the use of the Card in accordance with the terms of this Agreement. All further monies debited to the Card Account after the cancellation of the use of the Card aforesaid shall become immediately due and payable upon its entry into the Card Account.

#### 12. FEES AND CHARGES

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

(a) ATM Cash Withdrawal: Ringgit Malaysia Ten only (RM10.00) for every withdrawal for domestic or the amount charged by the correspondent banks.

(b) Subject to Clause 14.6 hereof, the Cardholder agrees that the annual fee as prescribed by the Bank for the Card and each Supplementary Card issued or renewed which the fee shall be determined or varied by the Bank from time to time with prior written notice to the Cardholder.

(c) Service charges at such rate as the Bank shall at its discretion determine for its service rendered and costs and expenses incurred in respect of or arising from:-

(i) returned cheque fees on account of technical or non-technical errors;

(ii) production or photostating of Sales Drafts or other documents at the request of or for the Cardholder.

(d) Legal fees (on solicitor and client basis) and other actual costs and expenses incurred by the Bank for the recovery of monies owed by the Cardholder to the Bank under his Card Account.

12.2 Subject to Clause 14.6 hereof, the Bank may at its discretion vary the rate of such fees and charges by written notice to the Cardholder and such amended rates shall take effect from the date specified in the said notice. For the avoidance of doubt, the current rate of charges is as set out in Schedule 1 hereof.

#### 13. EXCLUSION OF LIABILITY

13.1 The Bank shall not in any circumstances be liable for any loss or damage suffered by the Cardholder in respect of any statement, representation, communication or implication relating to or arising from any non-renewal or cancellation of the Card or any revocation, suspension or restriction of the use of the Card by the Cardholder or his Supplementary Cardholder including but not limited to any listing in the Cancellation List.

13.2 The Bank shall not be liable for any loss or damage caused to the Cardholder arising from any act or omission of any Authorised Merchant or Authorised Cash Outlet, howsoever caused, including any retention of and/or refusal to honour the Card or any statement, representation or communication made by such Authorised Merchant or Authorised Cash Outlet or any defect or deficiency in goods purchased or service rendered. The Cardholder shall handle any claim or dispute directly with the Authorised Merchant or the Authorised Cash Outlet and shall not withhold any payment to the Bank on account of such claim, dispute or under any other circumstances.

#### 14. MISCELLANEOUS

##### 14.1 RIGHT TO CONSOLIDATE

Upon the breach of any of the terms hereof, the Bank may without notice to the Cardholder combine, consolidate or merge all or any of the Cardholder's accounts with and liabilities to the Bank and the Bank may set-off or transfer any sum standing to the credit of any such account in or towards the satisfaction of any of the Cardholder's liabilities to the Bank under this Agreement.

##### 14.2 GOVERNING LAW AND JURISDICTION

This Agreement shall for all purposes be governed by and construed in accordance with the laws of Malaysia without contravening 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.

##### 14.3 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.

#### 14.4 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.

#### 14.5 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.

#### 14.6 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.

#### 14.7 DISCLOSURE

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

(a) the Central Credit Unit, the Central Credit Reference Information System, the DCHEQS 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 authorities 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 rights under this Agreement and/or the other Security Documents; or

(c) any Authorised Merchant, participating financial institution, MasterCard or VISA or any other brand owners of which the Bank is a member and any member institution of MasterCard or VISA or any other brand owners of which the Bank is a member which accepts the Card.

#### 14.8 APPOINTMENT OF AGENT(S)

In amplification and not in derogation of its rights under this Agreement, the Bank shall have the right at its sole discretion and whenever it deems it necessary to appoint and authorise an agent of its choice and on its behalf for the purpose of recovering any or all monies due and payable from the Cardholder to the Bank under this Agreement. The Cardholder hereby authorises the Bank to disclose any information concerning the Cardholder and his Card Account to any of its agents duly appointed for the purpose of recovering any or all monies due and payable by the Cardholder to the Bank under this Agreement.

#### 14.9 NOTICES

14.9.1 Any statement of account 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.

14.9.2 Any service of legal process and/or demand for payment of the monies due which is required or permitted 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 or his or its solicitors by post in a registered letter addressed to the other party at his or its address or at such other address as the other party might have notified the party giving the notice as his or its new address, three (3) days after the date of posting; or

(b) if it is sent by the party or his or its solicitors and dispatched by hand to the party to be served on his or its solicitors, on the day of delivery.

#### 14.10 STATEMENT OF ACCOUNT

A statement of account in writing stating the amount payable by the Cardholder under this Agreement and duly certified by the Manager of the Bank or any authorised person thereof in the absence of manifest error, shall be conclusive evidence that such amount is in fact due and payable by the Cardholder to the Bank.

#### 14.11 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.

#### RATE OF CHARGES

Details	Fees
Annual Fee (per Card)	RM70.00 (for all types of Cards)
Card Replacement	RM30.00 (for all types of Cards)
Takaful	To be charged as per policy
ATM Withdrawal (overseas)	RM10.00 (per transaction) charged by correspondent banks
ATM Withdrawal (locally)	RM10.00 (per transaction at other banks' ATM) or charged by correspondent banks

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

Signed for and on behalf of

By its Authorised Representative

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

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

Name:

Designation:

#### PRINCIPAL ACCOUNT HOLDER

Signed by

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

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

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

Signature