

Al Rajhi Bank eBanking Service Agreement

Al Rajhi Bank eBanking Service provides customers with an easy to use, convenient and secure means to access Al Rajhi Bank's services through an Internet connection. Using this channel, any customer may have direct access to their accounts held with the bank, perform real-time inquiries on their accounts, as well as conduct various transactions from anywhere, anytime.

Terms and Conditions

Notice

THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE CUSTOMER ACCESS AND THE USE OF THIS WEBSITE AND THE SERVICES PROVIDED HEREIN BY AL-RAJHI BANK AND ITS SUBSIDIARIES. BY ACCESSING ANY PAGE OF THIS WEBSITE AND/OR USING THE AL-RAJHI eBANK SERVICES, THE CUSTOMER IS DEEMED TO UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS WITHOUT LIMITATION OR QUALIFICATION.

IF THE CUSTOMER DOES NOT AGREE TO ACCEPT THESE TERMS AND CONDITIONS HEREIN, THE CUSTOMER IS ADVISED TO IMMEDIATELY DISCONTINUE ACCESS TO THIS WEBSITE AND/OR THE USE OF THE AL-RAJHI eBANK SERVICES.

1. General

1.1 The term "Al Rajhi Bank" as used in these Terms and Conditions refers to "Al-Rajhi Banking and Investment Corporation (Malaysia) Berhad" and its subsidiaries, either individually and/or collectively as the context requires.

1.2 The information, material, contents and functions provided in this Website may be changed or amended from time to time without notice at Al-Rajhi Bank's absolute discretion. The Customer continued access or use of this Website and/or the Al-Rajhi eBank Services provided herein subsequent to any such change will be deemed as the Customer acceptance to those changes.

2. Definitions and Interpretation

In these Terms and Conditions, unless the context requires otherwise, the following words and expressions shall have the following meaning:-

- "Account" means one or more of the Customer's valid accounts with Al-Rajhi Bank which may be accessed through Al-Rajhi eBank Services as may be determined by Al-Rajhi Bank from time to time.
- "Al-Rajhi eBank Services" means the electronic banking services which the Customer may access through the use of personal computer terminal, modem and/or any other telecommunication device, over the internet, upon the correct input of the Customer's User ID and Password.
- "Customer" means the person or persons in whose name(s) the Account(s) is/are maintained with Al-Rajhi Bank and to whom Al-Rajhi Bank has agreed to provide the Al-Rajhi eBank Services and where applicable, the Customer's successors in title or legal representatives.
- "Password" means a unique string of characters issued by Al-Rajhi Bank for the Customer's first time login to Al-Rajhi eBank Services for subscription over the counter and thereafter chosen by the Customer from time to time and known only to the Customer and Al-Rajhi Bank's computer system, which must be keyed in by the

Customer on the Customer's computer terminal in order for the Al-Rajhi eBank Services system to authenticate the Customer's User ID and grants the Customer access to the Al-Rajhi eBank Services.

- "Terms and Conditions" means these Terms and Conditions governing the use of the Al-Rajhi eBank Services.
- "User ID" means the identification access code issued by Al-Rajhi Bank for the Customer's first time login to the Al-Rajhi eBank Services and thereafter chosen by the Customer which must be keyed in by the Customer in order for the Al-Rajhi eBank Services system to associate the User ID with the Customer's user profile and account.
- "Website" means [name of website] or any other address as shall be determined and notified by Al-Rajhi Bank from time to time.

Any banking term not specifically defined or described herein shall be construed in accordance with the general practice of banks and financial institutions in Malaysia. Any terms relating to computer technology not specified, defined or described herein shall be construed in accordance with the general practice and the trade of computer companies and the information technology industry in Malaysia.

Where there are 2 or more persons or parties comprised in the expression "Customer", the agreements, covenants, stipulations, undertakings, terms and conditions expressed to be made by and on the part of the Customer herein shall be deemed to be made by or binding upon such persons or parties jointly and severally.

3. Agreement

3.1 These Terms and Conditions and all supplements, amendments and variations thereto (as stated in Clause 14 – Change of Terms & Conditions) shall collectively constitute the agreement between the Customer and Al-Rajhi Bank and shall apply to the Al-Rajhi eBank Services.

3.2 All products and services of Al-Rajhi Bank and its partners herein provided are subject to the terms and conditions of the applicable agreements and terms and conditions governing their use. These Terms and Conditions are meant to regulate the Customer access to this website and such Terms and Conditions are to be read in conjunction with the respective terms and conditions governing any transaction(s), product(s) and/or service(s) provided in this website.

3.3 In the event of conflict or inconsistency between these Terms and Conditions herein and the terms and conditions governing the relevant transaction(s), products(s) and/or service(s) provided herein, the latter shall prevail for the purposes of interpretation and enforcement to the extent of such conflict or inconsistencies.

4. Disclaimers

4.1 Al-Rajhi Bank has taken reasonable care to ensure the accuracy of information materials and content provided in this Website. Notwithstanding the same, the information, materials and contents provided by Al-Rajhi Bank on this Website are provided on an "as is" and "as available" basis and are of the general nature. The Customer may seek an independent legal, financial or other advice as the Customer shall deem necessary.

4.2 Al-Rajhi Bank, its directors, officers, employees or agents disclaim any express or implied warranty or representation including but not limited to conditions of merchantability, warranties of title, non-infringement of intellectual property rights, usefulness, accuracy, quality or fitness for the purpose of the services or products transacted through this Website.

4.3 The materials, information and functions provided in this Website shall not under any circumstances be considered or construed as an offer or solicitation to sell, buy, give, take, issue, allot or transfer or as giving of any advice in respect of shares, stocks, unit trusts, and/or other securities, investments, or deposits in any jurisdiction. The Customer shall be responsible to evaluate the quality, adequacy, completeness and usefulness of all services, content, advice, opinions and other information obtained or accessible through this Website. Further the Customer should seek professional advice or obtain independent verification of the materials and information provided herein prior to making any investment, business or commercial decision based on any such materials or information.

4.4 Al-Rajhi Bank shall not be responsible or liable for any loss caused or damage incurred or suffered by the Customer as a consequence of unauthorized and fraudulent use of the Customer's User ID and/or Password and the Al-Rajhi eBank Services.

4.5 Al-Rajhi does not warrant or represent that access to the whole or part(s) of this Website, the materials, contents, information and/or functions contained therein will be provided uninterrupted or free from errors or that any identified defect shall be corrected or that there shall be no delays, failures, errors or loss of transmitted information that no viruses or other contaminating or destructive properties shall be transmitted or that no damage shall occur to the Customer's computer system.

5. Access and Use of Al-Rajhi eBank Services

5.1 Application and subscription to the Al-Rajhi eBank Services shall be subject to the Customer maintaining an existing and valid Account with Al-Rajhi Bank and eligibility criteria that Al-Rajhi Bank shall deem fit. Al-Rajhi Bank is not obliged to provide reasons for any rejection of a Customer's application.

5.2 Use by the Customer of the Al-Rajhi eBank Services at any time and from time to time shall indicate to Al-Rajhi Bank the Customer's acceptance and agreement and continued acceptance and agreement of the provisions of these Terms and Conditions and of the risks in conducting any transaction over the internet.

5.3 The Customer shall be provided with a User ID and Password upon approval of the Customer's application to subscribe for the Al-Rajhi eBank Services over the counter. When the Customer logs in for the first time, the Customer shall replace the User ID and Password provided with a new User ID and Password of its choice. The Password selected by the Customer may be changed by the Customer from time to time. The Customer shall not disclose the Password to any person and staff of Al-Rajhi Bank and must take all precautions and security measures to prevent unauthorized and fraudulent use of the Customer's User ID and /or Password and the Al-Rajhi eBank Services thereof. The Customer shall notify Al-Rajhi Bank in writing in the event the User ID and/or Password have been compromised in any manner whatsoever.

5.4 In the case of Joint Account Holders the mandate for operation of the Account shall be as indicated in the account opening form. Where the mandate for the operation of the Account is either one to sign each Joint Account Holder, a separate User ID and Password will be issued to each Joint Account Holder's personal use. All transactions on the Account shall be binding on all the account holders jointly and severally.

5.5 Access by the Customer to the Al-Rajhi eBank Services shall be deemed to have been activated and all instructions and transactions issued thereafter shall be attributed to the Customer upon successful login of the User ID and Password notwithstanding that such

access, instruction or transaction may have been made by a third party whether authorized or unauthorized.

5.6 The Customer represents and warrants that all information and instruction forwarded to Al-Rajhi Bank from time to time through this Website or otherwise is correct, validly issued and legally binding on the Customer.

5.7 Al-Rajhi Bank and/or third party service providers shall be entitled to carry out any instruction or transaction and/or rely on any instruction or information provided in connection with the Customer's User ID and Password as if the Customer had transacted it and/or provided the information. The Customer shall be deemed to unconditionally and irrevocably agree that Al-Rajhi Bank shall not be liable for any loss or damage which the Customer and/or any third party may incur.

5.8 The Customer is deemed to agree that instructions or transactions received by Al-Rajhi Bank are irreversible when received completed or relied upon by Al-Rajhi Bank. Instructions received by Al-Rajhi Bank during Business Hours where practicable shall be effected on the same day provided that it shall be in accordance with normal banking practice, or such other date and/or time as Al-Rajhi Bank may from time to time determine having regard to the general practice of bankers.

5.9 Al-Rajhi Bank may at its sole discretion refuse to carry out any of the Customer's instructions or transactions where such instructions or transactions are inconsistent with Al-Rajhi Bank's policy or any law or any rules or regulations to which Al-Rajhi Bank is subject to or for any other reasons.

5.10 Al-Rajhi Bank does not warrant or represent that the information including details of the Customer's Account as relayed through the Al-Rajhi eBank Services is a true and accurate representation or conclusive evidence of the state of the Account. The Customer understands and agrees that details of the Account as relayed above may not be current or up to date as there may be transactions performed and/or instructions given by the Customer pending processing by Al-Rajhi Bank at the material time. A Statement of Account duly certified by an authorized officer of Al-Rajhi Bank shall be final and conclusive and shall be binding on the Customer as evidence of all transactions carried out on the Customer's instructions.

5.11 The Customer shall maintain confidentiality of information on the Account, User ID, Password and other relevant information in respect of the Al-Rajhi eBank Services. Further the Customer shall be responsible for any unauthorized access or use of the Customer's User ID and Password and direct or indirect consequences thereto.

6. Exclusion of Liability

Al-Rajhi Bank and/or its partners herein shall in no event be liable for any loss or damages 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 profits or savings arising in connection with the Customer access or use or the liability to access or use this Website, reliance on the information contained in this Website, any technical, hardware or software failure of any kind, the interruption, error, omission, delay in operation, computer viruses or otherwise.

7. Reimbursement of costs by Customer

7.1 The Customer agrees to pay any actual costs incurred by Al-Rajhi Bank arising out of the negligence of or willful misconduct of the Customer's obligations under these Terms and Conditions.

7.2 The Customer agrees that Al-Rajhi Bank shall not be liable to the Customer for and with respect to any third party claim against the Customer, and the Customer shall hold Al-Rajhi Bank harmless from and against any liability claim loss damage or expense of any kind relating to or arising out of third party rights and the infringement thereof.

7.3 Al-Rajhi Bank shall not be responsible for fraudulent or unauthorised instructions or any loss damage or liability whatsoever suffered and/or incurred by the Customer unless arising through the negligence or willful default of Al-Rajhi Bank.

7.4 The Customer's obligations herein shall survive the termination of any of Al-Rajhi eBank Services to the Customer by either party.

8. Copyright and Trademarks

All copyrights, trademarks, service marks and logos displayed in this Website (including but not limited to all information, data, graphics, files, text sound recordings and the sequence and arrangement of the same) are the property of Al-Rajhi Bank and/or their respective third party proprietors as identified in this Website. Unless prior written consent of Al-Rajhi Bank or the relevant third party proprietor of any of the copyrights, trademarks, service marks or logos appearing in this Website has been obtained, no license or right is granted to any party accessing this Website to use, download, reproduce copy or modify such copyrights, trademarks, service marks or logos. Similarly, unless the prior written consent of Al-Rajhi Bank or the relevant proprietor has been obtained, no such copyrights, trademarks, service marks or logos may be used as a link or to mark any link to Al-Rajhi Bank's Website or any other site.

9. Links

Links from or to websites outside this Website are meant for convenience only. Such linked websites are owned and operated by third parties and as such are not under the control of Al-Rajhi Bank. Therefore Al-Rajhi Bank shall not be responsible and makes no warranties in respect of the contents of those websites, the third parties named therein or their products and services. The links provided in this Website shall not be considered an endorsement or verification or approval of such linked websites or the contents therein. Linking to any other site is at the Customer sole risk and Al-Rajhi Bank shall not be responsible or liable for any damages in connection with the linking.

10. Right of Set-off

The Customer hereby agrees that Al-Rajhi Bank may at any time without notice recover from the Customer by way of set-off any monies owing to Al-Rajhi Bank as a result of or incidental to the transactions executed through the Al-Rajhi eBank Services.

11. Disclosure of Customer's Information

11.1 Al-Rajhi Bank may disclose or make available through the internet to each company in Al-Rajhi Bank and Al-Rajhi Bank's agents, suppliers, vendors and service companies that provide support or services for Al-Rajhi Bank's products and services the information on the

Customer for the purpose of providing the Customer with the wide range of financial products and services offered by Al-Rajhi Bank. Customer's information will not be provided to third parties for any other purposes other than as stated herein. If the Customer does not agree to Al-Rajhi Bank revealing or divulging the information provided by the Customer within Al-Rajhi Bank and its agents, suppliers, vendors and service companies, the Customer shall write in to Al-Rajhi Bank accordingly.

11.2 Whilst Al-Rajhi Bank is committed to take reasonable care and use its best endeavours to ensure that information transmitted and received is secure, the Customer acknowledges the risks involved in using the internet and that Al-Rajhi Bank cannot guarantee the security of the said information and that it may not be accessed by unauthorized third parties. The Customer further agrees not to hold Al-Rajhi Bank responsible for any loss or damage suffered arising from the disclosures as specified herein.

12. Bank Charges

The Customer hereby agrees and undertakes to pay Al-Rajhi Bank all such service or transaction charges, which Al-Rajhi Bank may impose from time to time in respect of or in connection with the Al-Rajhi eBank Services and such service or transaction charges shall be debited from the Customer's Account without prior notice. The Bank will ensure that any changes to these charges will comply with *Clause 14 – Changes of Terms & Conditions*.

13. Termination

13.1 Al-Rajhi Bank is entitled to terminate the Customer's rights of access to the Al-Rajhi eBank Services should the Customer cease to maintain any Account with Al-Rajhi Bank which can be accessed via the Al-Rajhi eBank Services.

13.2 The Customer may terminate the Customer's use of and access to the Al-Rajhi eBank Services by giving prior written notice to Al-Rajhi Bank. The Al-Rajhi eBank Services to the Customer will be cancelled within [five (5) days] from the date of the receipt of the said notice of termination. The Customer hereby agrees not to use the Al-Rajhi eBank Services with effect from the date of the Customer's termination notice and further agrees that Al-Rajhi Bank shall not be obliged to effect any of the Customer's instructions received on any day falling after the receipt of the Customer's notice of termination.

13.3 In the case of Joint Accounts, each of the Joint Account Holders agree that the termination of the Al-Rajhi eBank Services may be given by any one of the authorized signatory of the Joint Account.

13.4 The Customer acknowledges that termination will not affect the Customer's liability or obligations in respect of instructions already processed and/or effected by Al-Rajhi Bank on the Customer's behalf.

14. Change of Terms and Conditions

14.1 Al-Rajhi Bank reserves the right to vary, amend or supplement any of these Terms and Conditions by way of notice in such manner as deemed suitable by Al-Rajhi Bank from time to time.

14.2 The Customer will be able to review the revised Terms and Conditions upon access to the Al-Rajhi eBank Services at this Website and use of the services thereafter shall constitute the Customer's acceptance to the variations, amendments or supplements.

15. Waiver

No failure or delay on the part of Al-Rajhi Bank in exercising nor any omission to exercise any right, power, privilege or remedy provided in the Terms and Conditions shall constitute a waiver or acquiescence of such default which shall affect or impair any right, power, privilege or remedy herein.

16. Severability

If any of the Terms and Conditions becomes invalid, illegal or unenforceable pursuant to any law, then the validity, legality and unenforceability of the remaining provisions shall not in anyway be affected or impaired.

17. Successor Bound

The Terms and Conditions herein shall be binding upon the heirs personal representatives executors and successors in title of the Customer and Al-Rajhi Bank respectively, unless the customer previously informs the Bank that they wish to discontinue this service.

18. Notices

18.1 The Customer hereby consents to all notices and other communications which concern the Al-Rajhi eBank Services or are required under the Terms and Conditions or may be given by Al-Rajhi Bank in any one of the following manners:-

18.1.1 by ordinary post to the Customer's last known address in Al-Rajhi Bank's records and such notification shall be deemed received ten (10) working days after posting;

18.1.2 by electronic mail to the Customer's last known e-mail addresses in Al-Rajhi Bank's records and such notification shall be deemed received forty eight (48) hours after sending, or after notification of receipt has been received, whichever is sooner.

18.1.3 by inserting a notice in Al-Rajhi Bank's Statement of Account to the Customer and such notification shall be deemed effective ten (10) working days after the date of posting of the notice contained in the Statement of Account to the Customer.

18.1.4 by broadcasting a message on this Website.

18.2 All notices to Al-Rajhi Bank concerning the Al-Rajhi eBank Services and the Terms and Conditions shall be in writing, signed by the Customer and shall be sent to Al-Rajhi Bank at the following address or delivered or transmitted to the following address:-

Al-Rajhi Bank Malaysia Berhad
Ground Floor East Block,
Wisma Selangor Dredging
142-B Jalan Ampang
50450 Kuala Lumpur

19. Law and Jurisdiction

These Terms and Conditions are governed by and are to be construed in accordance with the laws of Malaysia as long as it does not contradict with Shariah, and the parties hereby submit to the exclusive jurisdiction of the courts of Malaysia. Al-Rajhi Bank makes no representation that the materials, information, functions and/or services provided on this Website are appropriate or available for use in jurisdictions other than Malaysia.