

Al Rajhi Banking & Investment Corporation (Malaysia) Bhd

Credit Card-*i* Terms and Conditions

(Effective Date: 18 March 2026)

This document sets out the Credit Card-*i* terms and conditions governing the Credit Card-*i* product and services made available by **AL RAJHI BANKING & INVESTMENT CORPORATION (MALAYSIA) BHD** (Registration No.: 200501036909 (719057-X)) ("the **Bank**", "**we**", "**our**" or "**us**") and your usage of the Credit Card-*i* product and services which we may offer you from time to time (**Credit Card-*i* Terms and Conditions**). Make sure you read and understand these Credit Card-*i* Terms and Conditions carefully before applying for and using any Credit Card-*i* product and services provided by us. Please reach out to us if you require any clarification. By applying for, accessing, using and continuing to use our Credit Card-*i* product and services, you agree and accept these Credit Card-*i* Terms and Conditions.

1. TERMS AND CONDITIONS

1.1 **Documentation.** These Credit Card-*i* Terms and Conditions must be read together with the following additional terms and conditions and documents, each as may be amended, modified or supplemented from time to time (**Additional Documents**):

- (a) our General Terms and Conditions, available at <https://www.alrajhibank.com.my/> or within the mobile application, which set out the general terms and conditions governing accounts, products and services that you are acquiring from us (**General Terms and Conditions**);
- (b) any other terms and conditions which we may advise in any other agreement governing your relationship with us including the Cardholder's application form, Cardholder's instruction form, Cardholder's declaration form and Cardholder's consent form (**Application Documents**);
- (c) any other terms and conditions governing your usage of our personal mobile banking services / business internet banking and cash management services, available at <https://www.alrajhibank.com.my/> or within the mobile application, which set out the applicable terms and conditions when you are using our electronic banking channel to access your accounts, products and services (**Electronic Banking Terms**);
- (d) any other document incorporated or referred to herein;

- (e) our Personal Data Protection Notice, available at <https://www.alrajhibank.com.my/> or within the mobile application, (as may be amended from time to time) which sets out the terms on which we collect and process your personal data;
- (f) our Terms of Business, available at <https://www.alrajhibank.com.my/> or within the mobile application, (as may be amended from time to time) which sets out the terms which governs the banking relationship between us; and
- (g) any other regulatory disclosures or notices (as may be amended from time to time) made available to you.

1.2 **Supplementary Terms and Conditions.** These Credit Card-*i* Terms and Conditions must be read together with the following supplementary terms and conditions, each as may be amended, modified or supplemented from time to time, governing your use of the Credit Card-*i* product and services (**Supplementary Terms and Conditions**):

- (a) any other terms and conditions which we may advise in our acquisition campaign, seasonal campaign or promotional materials, which set out the applicable terms and conditions when you are participating in any of our campaign or promotion (**Campaign Terms and Conditions**);
- (b) any other terms and conditions which we may advise in relation to rewards, benefits or privileges when you are enrolling in any of our Credit Card-*i* programme (**Programme Terms and Conditions**); and
- (c) any other terms and conditions which we may advise in relation to the specific features of the Credit Card-*i* which you are using including balance conversion, payment via mobile wallet application, card installment payment plan, balance transfer and cash advance (**Features Terms and Conditions**).

We will make available these Supplementary Terms and Conditions on our website at <https://www.alrajhibank.com.my/>. These Supplementary Terms and Conditions will form part of these Credit Card-*i* Terms and Conditions. If there is any inconsistency between the Supplementary Terms and Conditions and these Credit Card-*i* Terms and Conditions, the Supplementary Terms and Conditions shall prevail to the extent that it relates to the use of the Credit Card-*i* specifically in that context. The applicability of the Supplementary Terms and Conditions to each Cardholder will depend on the type of Card issued to the Cardholder and the type of services used by the Cardholder.

1.3 **Read and Understand.** You must read and understand these Credit Card-*i* Terms and Conditions, the Additional Documents and the Supplementary Terms and Conditions. By applying for and using our Credit Card-*i* product and services, you agree and accept these Credit Card-*i* Terms and Conditions, the Additional Documents and the relevant Supplementary Terms and Conditions. We may, from time to time, amend these Credit



Card-*i* Terms and Conditions, the Additional Documents and the Supplementary Terms and Conditions. You must check these Credit Card-*i* Terms and Conditions, the Additional Documents and the Supplementary Terms and Conditions at regular time intervals to ensure that you are aware of any revision or changes. If at any time you no longer agree or accept these Credit Card-*i* Terms and Conditions, the Additional Documents and the relevant Supplementary Terms and Conditions, you must immediately cease using our Credit Card-*i* product and services.

1.4 **Changes and Variation**

- (a) We may, at any time and from time to time, add, amend, modify, vary, delete or supplement these Credit Card-*i* Terms and Conditions, the Additional Documents and the Supplementary Terms and Conditions by giving twenty-one (21) calendar days' prior notice to you (i) in writing or by way of electronic communication; (ii) on the Bank's website; (iii) on the Bank's internet banking or mobile banking platform; (iv) posted at the Bank's branches, or (v) any other mode the Bank may reasonably deem fit. These changes will take effect on the date stated in the notice.
- (b) Where we are required to add, amend, modify, vary, delete or supplement these Credit Card-*i* Terms and Conditions, the Additional Documents and the Supplementary Terms and Conditions to (i) give effect to Applicable Laws; or (ii) give effect to security of the accounts, products and services; we may give you a notice period which is shorter than twenty-one (21) calendar days.

1.5 **Acceptance and Withdrawal**

- (a) You may object to changes to these Credit Card-*i* Terms and Conditions, the Additional Documents and the Supplementary Terms and Conditions made pursuant to Clause 1.4 prior to the effective date. You may provide your objection in writing to us or through channels made available by the Bank and proceed to cancel or terminate the Credit Card-*i* product and services immediately. On cancellation or termination of the Credit Card-*i* product and services, you shall proceed to settle the outstanding amount remaining unpaid. If you do not contact us in writing to express your objection to these changes prior to the effective date or if you have raised an objection but you have not cancelled or terminated the Credit Card-*i* product and services, your continued usage of the Credit Card-*i* product and services following the effective date of the changes shall be deemed to constitute your acceptance of such changes.
- (b) If at any time you no longer agree or accept these Credit Card-*i* Terms and Conditions, the Additional Documents and the Supplementary Terms and Conditions, you shall promptly update us in writing or through channels made available by the Bank to withdraw your agreement or acceptance of these Credit

Card-*i* Terms and Conditions, the Additional Documents and the Supplementary Terms and Conditions. However, as these Credit Card-*i* Terms and Conditions, the Additional Documents and the Supplementary Terms and Conditions are integral to us making available (i) the Credit Card-*i* product and services; and (ii) the relevant accounts, products and services to you, your decision may result in the Bank being unable to (iii) establish or continue the banking relationship with you; or (iv) provide or continue the related accounts, products and services to you. As such, you shall promptly cancel or terminate the Credit Card-*i* product and services.

1.6 Inconsistency

- (a) In the event of any inconsistency between the English version and the translated version of these Credit Card-*i* Terms and Conditions, the Additional Documents and the Supplementary Terms and Conditions, the English version shall prevail.
- (b) Where there is any inconsistency between the following documents, unless otherwise stated in the relevant document, the documents be interpreted in the following order of priority:
 - (i) Terms of Business;
 - (ii) Electronic Banking Terms;
 - (iii) Application Documents;
 - (iv) Supplementary Terms and Conditions;
 - (v) Credit Card-*i* Terms and Conditions; and
 - (vi) General Terms and Conditions;

provided that any provision in these documents found to be inconsistent with any binding rules, regulations and guidelines of Bank Negara Malaysia shall to the extent of such inconsistency be deemed superseded by the relevant regulatory requirement.

- ## 1.7 Fair Treatment of Financial Consumers.
- None of these Credit Card-*i* Terms and Conditions, the Additional Documents and the relevant Supplementary Terms and Conditions shall override our regulatory obligations to financial consumers or credit consumers (as defined by the prevailing rules, regulations, and guidelines issued by Bank Negara Malaysia or the Consumer Credit Act 2025). If any provision in these Credit Card-*i* Terms and Conditions, the Additional Documents and the relevant Supplementary Terms and Conditions were found to be inconsistent with any rules, regulations, and guidelines issued by Bank Negara Malaysia or issued pursuant to the Consumer Credit Act 2025, imposing a minimum standard of fairness, responsibility and professional conduct in



relation to dealings with financial consumers or credit consumers, such provision shall, to the extent of such inconsistency, be deemed superseded by the relevant regulatory requirement.

- 1.8 **Vulnerable Consumers.** We understand that as a financial consumer or credit consumer (as defined by the prevailing rules, regulations, and guidelines issued by Bank Negara Malaysia or the Consumer Credit Act 2025), you may, at certain stages of your life, experience an unforeseen and adverse change in your health conditions, employment status, life events, or other factors which increase your susceptibility to financial distress or become less able to make informed financial decisions. If you encounter any such circumstances and require assistance, please promptly reach out to us through channels made available by the Bank. We will act fairly and reasonably in assessing any indicator of vulnerabilities. We may, at our discretion, offer support and solutions customised to the circumstances of a vulnerable customer. In some circumstances, we are required by Applicable Laws to automatically enroll a vulnerable customer into our automatic balance conversion program.
- 1.9 **Accessibility.** If you are a person with disabilities and require special assistance to understand or access any of these Credit Card-*i* Terms and Conditions, the Additional Documents, and the relevant Supplementary Terms and Conditions, please promptly reach out to us through channels made available by the Bank.
- 1.10 **Financial Difficulty.** If you are having difficulty making payments or have already missed a payment, you should contact us as soon as possible. The sooner you contact us, the sooner we can agree on an alternative measure to be put in place to mitigate the risk of further financial distress. If we cannot agree on a payment plan which suits your needs and budget, you may still be eligible to reach out to Agensi Kaunseling dan Pengurusan Kredit (AKPK) for assistance.

2. DEFINITIONS

- "Al Rajhi Group"** : means Al Rajhi Banking & Investment Corporation (incorporated in the Kingdom of Saudi Arabia), and/or any of, its affiliates, subsidiaries, associated entities and any of their branches and offices, individually or collectively.
- "Anti-Corruption Laws"** : means all Applicable Laws relating to anti-bribery and anti-corruption, including, but not limited to, the Malaysian Anti-Corruption Commission Act 2009.

- "Anti-Money Laundering Laws"** : means all Applicable Laws relating to anti-money laundering and prevention of financial crimes, including, but not limited to the Anti-Money Laundering, Anti-Terrorism Financing, Anti-Restricted Activity Financing and Proceeds of Unlawful Activity Act 2001.
- "Applicable Laws"** : means, any and all applicable local or foreign laws, rules, acts, ordinances, codes, regulations, subsidiary legislation, by-laws, notices, circulars, rulings, requests, guidelines, directives, codes, demands, guidance and/or decisions of any national, state or local government, any agency, exchange, regulatory or self-regulatory body, law enforcement body, court, central bank or tax revenue authority or any other authority whether in Malaysia or elsewhere, whether having the force of law or not (including any intergovernmental agreement between the governments or regulatory authorities of two or more jurisdictions or otherwise), as may be amended from time to time.
- "ATM"** means any automatic teller machine of the Bank or network of ATM which the Bank has an arrangement that accepts the Card.
- "Authority"** : means any regulator, governmental authority or agency having jurisdiction over the Bank or, as the case may be, the Cardholder.
- "Bank's Purchase Price"** : means the amount equivalent to approved Facility Limit.
- "Bank's Sale Price"** : means the selling price payable by the Cardholder to the Bank on deferred basis consisting of the Bank's Purchase Price and the ceiling profit calculated based on the Ceiling Profit Rate and the Ceiling Term.
- Bank's Sale Price = Bank's Purchase Price + (Bank's Purchase Price x Ceiling Profit Rate x Ceiling Term)*
- "CC-*i*Account"** : means the facility account of the Cardholder with the Bank into which the proceeds from the sale of the Commodities will be made available for utilization by

the Cardholder in accordance with these Credit Card-*i* Terms and Conditions.

- "CC-*i*Facility"** : means refers to the facility offered by the Bank to the Cardholder for utilisation subject to these Credit Card-*i* Terms and Conditions.
- "Card"** : means the Credit Card-*i* issued by the Bank of such categories or brands which the Bank may introduce from time to time and shall include Cards issued in affiliation or association with any third parties and includes any Supplementary Card(s) where the context permits.
- "Cardholder", "You", "Your", "Customer"** : means the customer to whom the CC-*i* is issued, including potential customer who has applied for the Card.
- "Card-Present Transaction"** : means a CC-*i* transaction that is not a Card-Not-Present transaction.
- "Card-Not-Present transaction"** : means a CC-*i* transaction effected without physically presenting the CC-*i* at the point of sale. The Card-Not-Present transaction includes and is not limited to auto debit transaction, mail order telephone order transactions and online transactions.
- "Card Number"** : means the 16-digit embossed on the Card.
- "Cash Withdrawal"** : means the use of the Card for the withdrawal of cash and/or the use of the Card for quasi cash transaction such as purchase of foreign currency, travelers cheques, money orders, wire transfers, or money transfers.
- "CC-*i*Statement of Account"** : means the periodic account statement issued by the Bank to the Cardholder and/or Supplementary Cardholder(s) monthly, which shows among other things, the amount so charged and the payment due date.
- "Ceiling Term"** : means a period of 5 years.

- "Ceiling Profit Rate"** : means 18% p.a.
- "Commodities"** : means any commodity traded at any trading platform approved by the Bank (excluding gold and silver) or any other commodity or asset in each case provided that such commodity or asset is acceptable to the Bank.
- "Commodities Purchaser"** : means any third party, other than the Commodity Seller, to whom the Commodity is on-sold on behalf of the Cardholder.
- "Commodities Seller"** : means any third party from whom the Bank shall purchase the Commodity so as to sell it to the Cardholder.
- "Customer Information"** : means all or any information provided by the Cardholder (or a person acting on the Cardholder's behalf), or relating to Cardholder, or relating to Cardholder's usage of the accounts, products or services made available by the Bank.
- "Effective Profit Rate", "EPR"** : means the profit rate set out in Clause 14 (*Payment of the Bank's Sale Price*).
- "Electronic Banking Channel"** : means the internet and/or mobile banking services made available by the Bank, by whatever named called, which may be accessed by the Cardholder through the internet or through a mobile application installed on the Cardholder mobile device.
- "Facility Limit"** : means the utilisation limit imposed on the CC-*i*Facility.
- "Financial Crime Prevention Laws"** : means all Applicable Laws, relating to anti-money laundering, counter terrorism financing, tax evasion, bribery, fraud, financial scams, sanctions, and anti-circumvention, including, but not limited to Anti-Money Laundering Laws, Anti-Corruption Laws, Strategic Trade Act 2010 and Sanction.
- "Merchant"** : means any establishment or merchant who accepts the Card as a mode of payment for goods and services.

- "Minimum Payment Due"** : means the minimum monthly payment comprising of the aggregation of the following, as stated in the CC-*i* Statement of Account:
- (i) 5% of the Statement Balance (excluding monthly installment payment plan, Qard Balance, overdue minimum payment) or RM50, whichever is higher;
 - (ii) Qard Balance (if any);
 - (iii) Any unpaid minimum monthly payment specified in the preceding month's CC-*i* Statement of Account (if any); and
 - (iv) The monthly installment payment plan.
- "Payment Due Date"** : the date stated in the CC-*i* Statement of Account by which the Minimum Payment Due or such other amount is stated therein.
- "PIN"** : means the Cardholder's personal identification number either issued by the Bank to the Cardholder or selected by the Cardholder.
- "OTP"** : means one-time password/passcode sent through short message service (SMS) to your mobile number which is registered with us.
- "POS terminals"** : means point-of-sale terminals.
- "Qard Balance"** : means an approved transaction resulting in utilization above the Facility Limit permitted by the Bank. Qard Balance can be calculated by deducting Statement Balance amount with the Facility Limit.
- "RM" or 'Malaysian Ringgit"** : means the lawful currency of Malaysia.
- "Sanction"** : any sanction issued, administered or enforced by the United Nations Security Council, Minister of Home Affairs of Malaysia, Saudi Arabian Monetary Authority (SAMA), the US Department of the Treasury's Office of Foreign Assets Control (OFAC), the European Union, and Her Majesty's Treasury.

- "Security Credentials"** : means the Card Number, PIN and the security verification code located on the back of your Card, OTP, any security codes issued by the Bank and any security codes generated by any security device, mobile application or through other secured method authorized by the Bank.
- "Shariah compliant" or "Shariah compliance"** : Shariah compliant refers to compliance to Shariah rulings and decisions issued by the SAC of Bank Negara Malaysia and Shariah Board (Shariah Committee) of the Bank respectively.
- "Statement Balance"** : means the total outstanding amount as stated in the CC-/Statement of Account.
- "Supplementary Card"** : means the Card issued by the Bank to a Supplementary Cardholder.
- "Supplementary Cardholder"** : means any person nominated and authorized by the principal Cardholder to use the Supplementary Card and agreed to be bound by these Credit Card-/Terms and Conditions.
- "Transaction"** : means any transaction effected or purporting to be effected through the use of a Card and shall include, but shall not be limited to, Cash Withdrawal, payment for goods and services, fund transfer, and Card-Not-Present transaction.
- "Transit Operator"** : means a Merchant which owns and/or operates the provision of passenger transportation, toll/expressway and parking to the public, in exchange for a fee or charge.
- "VISA"** : Visa International Service Association, a company incorporated in the State of Delaware, of which the Bank is a member.



3. SHARIAH COMPLIANCE

- 3.1 **No payment of interest.** Nothing in these Credit Card-*i* Terms and Conditions, the Additional Documents or the Supplementary Terms and Conditions shall oblige the Bank or the Cardholder, respectively, to pay or to receive interest (by whatever means, or name called) on any amount due or payable to another party or to do anything contrary to the *Shariah* compliance.
- 3.2 **Shariah compliance by Bank.** These Credit Card-*i* Terms and Conditions, the Additional Documents and the Supplementary Terms and Conditions have been reviewed for *Shariah* compliance.
- 3.3 **Shariah compliance by Cardholder.** Where you wish or are required for any reason to enter into an agreement or arrangement which is *Shariah* compliant, you shall make your own assessment and satisfy yourself as to the *Shariah* compliance of these Credit Card-*i* Terms and Conditions, the Additional Documents and the Supplementary Terms and Conditions. You must not use the Credit Card-*i* product and services for any *Shariah* non-compliance purpose.
- 3.4 **No objection.** The Bank and the Cardholder irrevocably and unconditionally agree that they will not raise any claim, objection as to matters of *Shariah* non-compliance in respect of or otherwise in relation to any of the provisions of these Credit Card-*i* Terms and Conditions, the Additional Documents and the Supplementary Terms and Conditions.
- 3.5 **Shariah Advisory Council.** By accessing, using and continuing to use our Credit Card-*i* product and services, you agree to be bound by (i) resolutions, rulings and pronouncements of the *Shariah* Advisory Council of Bank Negara Malaysia; and (ii) policy documents on *Shariah* principles issued by Bank Negara Malaysia, which are relevant to our Credit Card-*i* product and services.
- 3.6 **Shariah contract.** Our Credit Card-*i* product and services are offered under the *Shariah* contract of Commodity *Murabahah* via *Tawarruq* arrangement, *Wakalah bil Ujrah*, *Qard*, *Ibra'* and *Hibah*.

4. APPLICATION FOR A CC-*i* FACILITY

- 4.1 **CC-*i* Facility.** When you submit an application to us, you are applying for a payment instrument and a CC-*i* Facility. Your application is subject to the Bank's requirements including those on eligibility, income, maximum number of cards, age, capacity, identification document, nationality, tax status and credit background check. Approval of the payment instrument and the CC-*i* Facility is at the discretion of the Bank.



- 4.2 **Uncommitted facility.** The CC-*i*Facility is an uncommitted facility. Nothing in these Credit Card-*i*Terms and Conditions, the Additional Documents or the Supplementary Terms and Conditions shall be deemed to impose on the Bank any obligation either at law or in equity to make or to continue to make available the CC-*i* Facility to the Cardholder. The CC-*i* Facility and all other monies payable hereunder shall be payable on demand.
- 4.3 **Rights of the Bank.** Notwithstanding any other provisions in these Credit Card-*i*Terms and Conditions, the Additional Documents or the Supplementary Terms and Conditions, the CC-*i*Facility is subject to the Bank's overriding right to, any time and from time to time, in its discretion, without assigning any reason and without any liability to the Cardholder, irrespective of whether or not an event of default has occurred:
- (a) (with or without notice) suspend, withdraw or cease making available the CC-*i* Facility or any part thereof for utilisation;
 - (b) (with or without notice) review the CC-*i*Facility;
 - (c) (with notice) reduce or cancel any Facility Limit;
 - (d) (with notice) add to, alter, vary or modify the terms of the CC-*i*Facility; and/or
 - (e) (with notice) demand for payment of the CC-*i*Facility.
- 4.4 **CC-*i*Account.** Upon approval of the CC-*i*Facility, the Bank will open and maintain a CC-*i* Account for the Cardholder and the Supplementary Cardholder for each Card held. The CC-*i* Facility is available for utilisation by the Cardholder after the completion of the financing procedure in Clause 6.1. All Transactions effected using the Card and any other fees, charges, taxes and profits shall be debited to the CC-*i*Account. All such Transactions will be reflected in the CC-*i*Statement of Account provided in accordance with these Credit Card-*i*Terms and Conditions.
- 4.5 **Utilization of CC-*i*Facility.** The Cardholder may utilize the CC-*i*Facility by giving the Bank instruction:
- (a) to effect payment via the Card (including permitting a Supplementary Cardholder to effect payment via a Supplementary Card);
 - (b) to effect Cash Withdrawal from CC-*i*Account; or
 - (c) to effect any other transactions and for any other purposes authorized by the Bank;
- in the mode and manner consistent with these Credit Card-*i*Terms and Conditions, the Additional Documents or the Supplementary Terms and Conditions. The CC-*i* Facility is deemed utilized when fees, charges, taxes and profits are debited to the CC-*i*Account.
- 4.6 **Facility Limit.** The Bank will set a Facility Limit for the Card when the Card is first issued to the Cardholder. Unless otherwise permitted by the Bank, there shall be no over-utilisation

of the Facility Limit. The Bank is not under any duty to make sure the Cardholder does not exceed the Facility Limit. Where the Cardholder operates two or more Cards, these Cards will share a combined Facility Limit unless otherwise informed by the Bank. You may contact the Bank to reduce your Facility Limit.

- 4.7 **Revolving nature of CC-/i Facility.** The CC-/i Facility may be re-utilized on revolving basis without the need to replace the underlying commodity Murabahah transactions from time to time during the Ceiling Term, unless the CC-/i Facility has been cancelled before expiry of the Ceiling Term. For this purpose, whenever the principal portion of the CC-/i Facility is received from the Cardholder, the Bank may, but shall not be bound to, hold such payment in the Bank's possession without applying it towards payment of the Bank's Sale Price. The Bank may either (1) re-channel such funds for further utilization under the CC-/i Facility if no demand for payment is made and/or no event of default has occurred, or (2) at any time during the Ceiling Term, apply any of such monies towards satisfaction of the Bank's Sale Price. If the Bank applies such payment towards satisfaction of the Bank's Sale Price, part or total amount of the CC-/i Facility will be deemed cancelled on proportional basis, and the Bank will not be making available such proceeds for re-utilisation to the Cardholder via the CC-/i Facility.

5. YOUR INFORMATION

- 5.1 **Information must be accurate.** All information such as name, address, phone number and email that you provide to us must be complete, accurate, and truthful at all times. You must promptly update us in writing or through channels made available by the Bank of any changes in your information. We are not responsible for any loss or damage arising out of your failure to do so. The Bank may rely on information about you as stated in the Bank's records as complete, true and correct until the Cardholder notifies the Bank in writing of any changes and the Bank has had sufficient opportunity to act on the updated information.
- 5.2 **Customer due diligence.** We will carry out due diligence and ask questions about you, your background, your source of fund for payment or prepayment for the CC-/i Facility, and your Transaction. In some circumstances, we might need to also perform checks to any parties involved in your Transaction. You agree to comply with any request from us for further information and provide such declaration, document and information in a format acceptable to us within the required time period. In addition, you agree that we may make, directly or through any third party, any inquiries we consider necessary to validate the information you provided to us, including checking commercial databases or credit reports.

- 5.3 **Consequence of failure to provide information.** While we await your response to our request for information or if we find your response to be unsatisfactory, we reserve the right to close, suspend, or limit your access to the Credit Card-*i* product and services. We may exercise this right without prior notice.

6. FINANCING PROCEDURE

- 6.1 **Commodity *Murabahah* via *Tawarruq* arrangement.** *Murabahah* refers to a sale and purchase of an asset with disclosure on the cost of the asset and the profit rate. A *tawarruq* consists of two independent sale and purchase contracts. The first involves the sale of an asset by a seller to a purchaser on a deferred basis. Subsequently, the purchaser of the first sale will sell the same asset to third party on a cash and spot basis. The financing mechanics involve:

(a) Purchase of the Commodities by the Cardholder

- (i) By completing the Application Documents, the Cardholder makes a request to purchase Commodities from the Bank without any obligations or liabilities on either the Bank or the Cardholder to proceed further into any sale or purchase transaction.
- (ii) If the Bank agrees to this request, the Bank shall purchase the Commodities from the Commodities Seller at the approved Facility Limit and make an offer to sell the Commodities to the Cardholder (or the Cardholder's agent) at the Bank's Sale Price.
- (iii) If the Cardholder (or the Cardholder's agent) agrees to accept the sale offer from the Bank, the Cardholder (or the Cardholder's agent) will communicate such acceptance to the Bank.
- (iv) Upon the Cardholder (or the Cardholder's agent) accepting the sale offer, the sale transaction is deemed concluded (**Sale Transaction**). The Sale Transaction will be executed for Ceiling Term but without prejudice to the right of the Bank on the occurrence of an event of default or the Bank exercising its right pursuant to Clauses 4.2, 4.3 and 12.
- (v) Upon conclusion of the Sale Transaction, with prior notification to the Bank, the Bank shall enable the Cardholder to take possession of the Commodities or deliver the Commodities to the Cardholder or any other person as directed by the Cardholder at the Cardholder's own expense. All risks, title and ownership of the Commodities shall pass to the Cardholder immediately at the time when the Sale Transaction is completed.
- (vi) The Commodities will be sold to the Cardholder on an "as is where is" basis and the Cardholder shall have the right to inspect the Commodities before

accepting the Bank's sale offer. Upon the completion of the Sale Transaction and the Cardholder is deemed to have inspected the Commodities.

- (vii) Where the Commodities are purchased by the Bank from the Commodities Seller, the Cardholder shall be entitled to all warranties relating to the same and the Bank shall not be deemed to give the Cardholder any additional warranty.
- (viii) If the Cardholder wishes for the Bank to store or keep the Commodities on his or her behalf such Commodities shall be kept by the Bank at the Cardholder's risk and cost save and except if the losses or damage to the Commodities are due to the Bank's negligence and willful misconduct.
- (ix) If the Cardholder discovers a defect in the Commodities within seven (7) business days from delivery thereof, the Cardholder shall be entitled to either
 - (A) terminate the Sale Transaction by giving notice to the Bank within seven (7) business days;
 - (B) issue a seven (7) business days' notice to the Bank stating its intention to continue with the Sale Transaction but subject to varied terms and conditions to be mutually agreed by both parties. In the event the parties are not able to agree to the new varied terms and conditions within seven (7) business days from the date of the said notice, the parties may then opt to terminate the Sale Transaction; or
 - (C) continue with the sale transaction subject to the same terms and conditions.

The Cardholder shall not be entitled to exercise its rights in this Clause 13, in the event that the defect was discovered during the inspection by the Cardholder and the Cardholder consents to such defect.

(b) Sale of the Commodities by the Cardholder

- (i) Upon conclusion of the Sale Transaction, the Cardholder (or the Cardholder's agent) may sell the Commodities to the Commodities Purchaser at an amount equivalent to the approved Facility Limit. (**On-sale Transaction**).
- (ii) The Cardholder shall not re-sell the Commodities, which has been purchased from the Bank to the original Commodities Seller or the Bank.
- (iii) The Bank is authorized to collect the proceeds of the On-sale Transaction and apply the proceeds to make available the CC-*i* Facility to the Cardholder through the Credit Card-*i*.



- 6.2 **Wakalah bil Ujrah** (Agency with Fee). *Wakalah bil Ujrah* refers to the appointment of an agent by the Cardholder, with imposition of a fee, to perform a particular task on matters that may be delegated.

The Cardholder acknowledges and agrees:

- (a) that **Al Rajhi Nominee (Tempatan) Sdn Bhd (Registration Number: 201001026991 (910910-A))** (the **Agent**) will be the Cardholder's Agent to undertake an independent role and function and to execute specific tasks to facilitate the entry into and in respect of the Commodity *Murabahah* transactions and not in any other respect based on the contract of *Wakalah bil Ujrah* (agency with fee). The Agent has established a dedicated unit known as "Commodity Trading Unit" to, on the Cardholder's behalf, facilitate the completion of the Commodity *Murabahah* transactions, including without limitation:
- (i) to purchase the Commodities on the Cardholder's behalf from the Bank;
 - (ii) if the Cardholder's do not request to take physical delivery of the Commodities, to sell the Commodities to the Commodities Purchaser;
 - (iii) to execute all acts for the completion of the Sale Transaction and On-Sale Transaction in accordance with these Credit Card-*i* Terms and Conditions;
 - (iv) to re-execute the Commodities transaction, if the CC-*i* Facility is renewed upon maturity or expiry.
- (b) it is understood that this appointment shall be irrevocable until termination of the Credit Card-*i*.
- (c) the Agent will not assume, or be deemed to have assumed, any additional obligations to, or to have any special relationship with the Cardholder other than those for which specific provision is made in the agency appointment form.
- (d) that the Cardholder will still be principally liable under the Commodity *Murabahah* contracts entered into by the Agent as the Cardholder's agent except where the Agent acted in willful default.
- (e) to pay an agency fee (*Ujrah*), at a rate determined by the Bank from time to time. The agency fee:
- (i) will be deducted from the *Murabahah* Sale Price of each Commodity *Murabahah* transaction and will be credited into the Agent's account maintained with the Bank.
 - (ii) will be used for the payment of the agency expenses.

- (f) the Agent is not obliged to enter into any transaction nor act on the Cardholder's instructions if the Agent considers that it would result the Agent be in contravention or violation of any law, policy, rule or regulation.
- (g) that the Agent may undertake the role as an agent for more than one customer and will execute the role for each customer independently. For clarification, the Agent may purchase and sell the Commodities on an aggregate basis.
- (h) the Cardholder will indemnify the Agent against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which the Agent may sustain or incur as a result of acting as the Cardholder's agent except in the event of misconduct, negligence or breach of specified terms on the part of the Agent. This indemnity shall continue in spite of the termination of the agency.
- (i) the Bank is authorized by the Cardholder to monitor and ensure the Agent performs its obligations efficiently and professionally.
- (j) that the appointment of the Agent shall cease upon termination of the Credit Card-*i*.

6.3 ***Ibra'* (rebate).** The Bank may grant *Ibra'* (rebate) on part or the entire profit portion from the outstanding Bank's Sale Price to the Cardholder upon full settlement and cancellation of CC-*i* Facility, settlement of the original financing contract due to financing restructuring exercise, or settlement by the Cardholder in the case of default.

The profit payable by the Cardholder under the CC-*i* Facility is calculated on a daily basis on the utilized portion of the CC-*i* Facility based on the Effective Profit Rate. The Effective Profit Rate will not exceed the Ceiling Profit Rate. The Bank will determine from time to time the *Ibra'* (rebate) to be granted on difference between the profit payable calculated based on the Effective Profit Rate and ceiling profit calculated based on the Ceiling Profit Rate, in accordance with BNM guidelines.

6.4 ***Qard* (loan).** The Bank may from time to time at its discretion approve a request by Cardholder to utilize the CC-*i* Facility in excess of the approved Facility Limit. The Bank may approve such request and extend an interest free loan to the Cardholder on the Shariah concept of *Qard*. All the terms and conditions which apply to the CC-*i* Facility shall apply to this profit free loan unless the context requires otherwise. The Cardholder must immediately pay back the interest free loan to the Bank by the Payment Due Date, or upon the Bank's request, whichever is earlier.

6.5 ***Hibah* (gift).** Hibah refers to a voluntary gift given by the Bank to the customers. It is a token of appreciation for spending at selected merchants. The Bank has the discretion to give Hibah to its customers without any obligation.



7. ISSUE, RENEWAL AND REPLACEMENT OF A CARD

7.1 **Issuing a new card.** Once the CC-*i* Facility is approved, the Bank may in its discretion issue a Card which you have requested for. The Bank may also issue a replacement Card to the Cardholder upon the expiration of an existing Card.

7.2 **Mailing.** The Bank has the discretion to send a new, renewed or replaced Card to the Cardholder's mailing address in the Bank's record by the Bank's chosen method of delivery. It is the Cardholder's obligation to make sure that its information including mailing address with the Bank is kept up to date. The Bank will not be responsible or liable for any loss that may arise from sending the Card via the Bank's delivery method unless such loss is caused by the Bank's gross negligence, willful misconduct, or fraud. The Bank also has the discretion to allow the Cardholder to collect a new, renewed or replaced Card at the Bank's branches from time to time.

7.3 **Activation.** For security reason, the Card will be issued and sent out to the Cardholder in an inactive state. Upon receiving your new Card, you are required to follow the accompanying activation instruction to activate the Card and to set up your PIN.

7.4 **Signature.** Upon receipt of the Card, the Cardholder must sign the Card using the same signature provided to the Bank during the Card application.

7.5 **PIN.** You agree that the PIN may serve as a means of authenticating your instruction and verifying your identity to the Bank for the purposes of any Transaction. You authorize us to accept, follow and act upon all your instructions when identified by your PIN. We shall not be liable in any event for accepting, following and acting upon such instructions in good faith. The Cardholder's instructions shall be deemed irrevocable and binding on the Cardholder upon the Bank's receipt of the same.

7.6 **Replacement.** You may request for a new Card to replace the existing one:

- (a) upon its expiry;
- (b) that was lost or stolen;
- (c) that has become defective or damaged;
- (d) if you cannot remember the PIN; or
- (e) that has been fraudulently used;

for a fee stated in the Bank's Fees and Charges on its website. Upon activation of a replacement Card and its PIN, you must destroy your existing Card with you. If a replacement Card is issued, all monies and charges owing under the old card shall be transferred to the new Card. The Bank shall have the right at its discretion to accept or to refuse such request.

7.7 **Card retained at ATM.** Any Card retained by an ATM may be destroyed.



- 7.8 **Validity period.** You may only use your Card for so long as your Card remains valid (please refer to the validity period printed on your Card) and the CC-*i*Account has not been closed or suspended. Once the CC-*i*Facility has been terminated, you can no longer use your Card.
- 7.9 **Restricted to Cardholder.** The use of the Card is restricted to the Cardholder to whom the Card is issued for the use. The Cardholder shall not:
- (a) permit or authorize any third party to use the Card;
 - (b) shall not transfer or otherwise part with the control or possession of the Card; and
 - (c) use it for any purpose unauthorized by the Bank.
- If the Cardholder has allowed any third party to use the Card in breach of these Credit Card-*i*Terms and Conditions, the Cardholder shall be liable for all amount incurred by such third party using the Card and such amount shall be debited to the CC-*i*Account.
- 7.10 **Unlawful.** You must not use the Card for or in connection with any unlawful activity or *Shariah* non-compliant activity or purpose (including without limitation online gambling). If you use the Card for a prohibited activity or purpose, we may reject the affected Transactions, suspend and/or terminate usage of the Card, without any liability to you.
- 7.11 **Property of the Bank.** All Cards remain the property of the Bank and must be surrendered by you upon our request.
- 7.12 **Guidelines and directions.** The Cardholder must comply with all the requirements, directions, instructions and guidelines for the use of the Card issued by the Bank from time to time.
- 7.13 **Supplementary Card.** At the request of the Cardholder, the Bank may at its sole discretion issue a Supplementary Card to a person nominated by the Cardholder who meets the eligibility criteria of the Bank.
- (a) The Cardholder shall be responsible and liable for all liabilities, obligations and charges incurred by the principal Cardholder and the Supplementary Cardholder(s). This is the case even though the Supplementary Card may bear a different account number or a separate statement may be issued to the Supplementary Cardholder(s).
 - (b) If a Supplementary Card has been issued, the Facility Limit is to be shared by the principal Card and the Supplementary Card and the Cardholder must make sure that the total spending under all these Cards do not exceed the set Facility Limit.
 - (c) The Cardholder can cancel the Supplementary Card by providing written notice to the Bank. Upon cancellation, the Cardholder shall proceed to destroy the Supplementary Card by way of cutting the magnetic stripe and the chip. The Cardholder shall be and remain liable for any Transaction (authorized or

unauthorized) effected through the use of the Supplementary Card up to the date the Supplementary Card is cancelled by the Bank.

- (d) The validity of the Supplementary Card is dependent on the validity of the CC-*i* Facility. Upon termination of the CC-*i* Facility for whatever reason, the Supplementary Card issued thereunder shall also be terminated. Termination or cancellation of any Supplementary Card will however not automatically result in the termination or cancellation of the principal Card.
- (e) The Supplementary Cardholder consents to the principal Cardholder managing his/her Card on the Supplementary Cardholder's behalf.
- (f) The use of the Supplementary Card is also subject to these Credit Card-*i* Terms and Conditions, the Additional Documents and the Supplementary Terms and Conditions and all the terms and conditions which apply to the "**Cardholder**" and the "**Card**" shall equally apply to the "**Supplementary Cardholder**" and "**Supplementary Card**" unless the context requires otherwise. The Cardholder shall ensure that his/her Supplementary Cardholder(s) shall observe all terms and conditions applicable to the Cardholder.
- (g) No Supplementary Cardholder will be liable for the debts of the principal Cardholder or any other Supplementary Cardholder. Other than such debts, any agreements, terms and undertakings expressed to be made by and on the part of the principal Cardholder and/or any Supplementary Cardholder, whether in these Credit Card-*i* Terms and Conditions or otherwise, in respect of the principal Card and/or Supplementary Card are deemed to be made by or binding upon the principal Cardholder and such Supplementary Cardholder jointly and severally.

8. KEEPING YOUR CARD SAFE

8.1 **Exercise reasonable precaution.** Treat your Card like cash at all times. If your Card is lost or stolen, you may suffer losses in the event of unauthorized transaction. Therefore, you must exercise all reasonable care and precautions in relation to your usage and safekeeping of the Card. We may from time to time change our banking channel security requirements and procedures in relation to the usage of your Card. You must observe all security measures prescribed by us relating to your Card. You will not be able to use your Card if you do not comply with the latest security requirements and procedures.

8.2 **Security responsibilities.** You must:

- (a) exercise all reasonable care and precautions to prevent loss, theft, or unintended disclosure of your Card or the Security Credentials;

- (b) exercise all reasonable care and precautions to prevent fraudulent or unauthorized use of, or access to, your Card;
- (c) not use the Card when you suspect or become aware that the Card or the Security Credentials is lost (even though it is found subsequently), stolen (even though it is recovered subsequently), breached, or compromised, or someone else knows the Security Credentials;
- (d) ensure that the Transaction amount is correct before entering your PIN at any POS terminals or otherwise using your Card to effect payment; by entering your PIN or otherwise using your Card to effect payment, the Cardholder is deemed to have agreed to the Transaction and confirmed the amount is correct;
- (e) examine and verify each and every Transaction listed in the CC-*i* Statement of Account or displayed through our Electronic Banking Channel to ascertain whether there are any errors, irregularities, unauthorized, or fraudulent transactions;
- (f) comply with the security obligations set out in the Electronic Banking Terms; and
- (g) take precautionary measures to prevent security breaches such as, but not limited to:
 - (i) do not use as your PIN any number which may be easy to guess, such as dates of birth, telephone numbers, passport number, identity card number, driving license number, a repeating or sequential digits in counting order (i.e. 111111, 112233 or 123456) or any numbers associated with the Card;
 - (ii) do not disclose details of your Card to a third party except to facilitate payment and purchase authorisation or to provision the Card on a mobile wallet;
 - (iii) keep your Security Credentials secure and do not disclose them to anyone (including the Bank's staff) under any circumstances, and do not keep a written record of the Security Credentials;
 - (iv) not allowing any other person to see your PIN when it is entered into any electronic device;
 - (v) keep your Card under personal control at all times and do not allow any other person to use or have access to the Card;
 - (vi) securely dispose of any receipt or document issued by the Bank concerning your Security Credentials;
 - (vii) ensure that the Card is returned to you after completing any Transaction at the Merchant or the ATM;
 - (viii) destroy any expired, terminated, cancelled, or replaced Card securely;

- (ix) activate the push and in-app notification feature on your mobile phone;
- (x) take all reasonable steps to ensure and prevent any unauthorized and/or fraudulent use of your Security Credential at all times and to keep your mobile phone which receives the OTP or the relevant Security Credential secure when you are performing any Card-Not-Present transaction;
- (xi) keep yourself reasonably up-to-date with information on financial consumer awareness, financial scams, and consumer alerts generally available on our, Bank Negara Malaysia's and The Association of Banks In Malaysia's websites;
- (xii) not to click on any link or URL sent from unknown, suspicious or unverified SMS, emails or any other messaging services;
- (xiii) familiarize yourself with any self-service security feature made available by the Bank; and
- (xiv) activate and keep activated any self-service security feature made available by the Bank.

8.3 Immediately report. You must immediately inform the Bank when you:

- (a) suspect or become aware of any suspicious or unauthorized transaction or unauthorized use in relation to the Card;
- (b) suspect or become aware of any fraudulent or unlawful activities in relation to the Card;
- (c) suspect or become aware that your Card and/or Security Credentials is lost, stolen, breached or comprised or someone else knows the Security Credentials;
- (d) receive an SMS alert or a push and in-app notification alert of any suspicious or unauthorized transactions;
- (e) discover any errors, irregularities, unauthorized or fraudulent transaction in your CC-*i*Statement of Account.

Pending your report to the Bank, you may activate any self-service security feature made available by the Bank to block and disable the use of and access to your Card.

We and our employees will never ask you for any of your Security Credentials. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent.

8.4 Online purchase. Where a Cardholder uses the Card to perform online Transactions or purchase through mobile applications, the Cardholder shall be solely responsible for the

security of his Card and Transaction at all times. You must exercise vigilance when using the Card for online Transaction or mobile apps purchases. Many online shopping websites and mobile shopping apps offer you the convenience of storing your Card details online for convenience. You shall consider the risk involved when you are prompted to store the details of your Card on these platforms. Your Card details may be at risk if the website or mobile app is hacked or breached.

- 8.5 **The Bank shall not be liable for any loss suffered by you from any unauthorized transactions that resulted from you not complying with the security measures advised by the Bank or your unreasonable delay in notifying the Bank of the loss or theft or negligence in disclosure of any Security Credentials.**
- 8.6 **Security measures and tips.** We may provide guidance on how you can keep access to your Card safe but this guidance shall not be taken as exhaustive of all reasonable precaution that you should take.
- 8.7 **Security of communication channel.** We will exercise due care and diligence, but we cannot guarantee the security of information transmitted by us to you through any forms of communication channel including physical mail, email, telephone, in-App messaging, push notification or SMS from unauthorized or unlawful access or interception by any third party or access by any non-addressee, purporting to be the intended recipient. You shall exercise vigilance in dealing with emails, websites, SMS, WhatsApp messages, automated voicemail, voice call, fake alerts purporting to be from a legitimate source, disguised to be a genuine communication from the Bank or impersonating the Bank and you shall not respond by providing any Security Credentials.
- 8.8 **SMS notification or alerts.**
- (a) We may send SMS notification, email notification, push or in-app notification alerts to your mobile phone number registered with us to keep you updated on your CC- / Account activity. You acknowledge that the Bank may from time to time specify the types of transaction that will be subject to this service.
 - (b) You shall not disable the push notification or in-app notification feature on your mobile device. The alert and notification are not intended to replace your responsibility for safeguarding your own interests, money and account from fraudulent or illegal activities. Should you choose to disable such feature and/or opt not to receive transaction alerts, you understand and accept the risk of not being informed of any suspicious transactions or unauthorized transactions.
 - (c) You must inform the Bank if your mobile phone number changes or email address changes.

- (d) You shall immediately inform the Bank if you receive an alert for any suspicious transaction or unauthorized transaction. You shall exercise vigilance when going through these alerts and avoid calling or responding to phone numbers provided in a fake or suspicious alert or clicking on any link embedded in a fake or suspicious alert.
- (e) All alerts and notifications shall be from the Bank to the Cardholder only and the Cardholder should never attempt to communicate with the Bank by directing any communication to the sender's contact number, address or other particulars which may be indicated in the alert or notification.
- (f) The transmission of any SMS notification, transaction alert or push and in-app notification is dependent on the availability and quality of service of your network service provider and on such terms and conditions as may be agreed between you and your mobile network service provider.
- (g) The Bank does not have any control over network quality. As such, the Bank shall not be liable for non-delivery, delayed delivery or misdirected delivery of any SMS notification, transaction alert or push and in-app notification, error, loss, distortion or delay in transmission of such notification or alerts to you.

9. REPRESENTATIONS AND WARRANTIES

You make following undertakings, representations and warranties to the Bank which you repeat at all times until the termination of the Card, CC-*i*Account and/or CC-*i*Facility, which ever the later.

9.1 **Capacity.** You have all necessary power, authority and capacity:

- (a) to open, maintain and operate the Credit Card-*i* products and services provided or made available by the Bank; and
- (b) to enter into and perform your obligations under these Credit Card-*i* Terms and Conditions, the Additional Documents and the Supplementary Terms and Conditions.

9.2 **Age.** You are at least 21 years of age.

9.3 **Sound mind.** You have not been determined to be incompetent or of unsound mind.

9.4 **Not Bankrupt.** You are not an undischarged bankrupt; there is no bankruptcy petition against you. You have not committed an act of bankruptcy within six (6) months preceding the date of application for the CC-*i*Facility.

- 9.5 **Approvals.** You have obtained or will obtain all necessary approvals to enter into these Credit Card-*i* Terms and Conditions, the Additional Documents and the Supplementary Terms and Conditions and to perform your obligations thereunder.
- 9.6 **No default.** No event of default has occurred and/or is continuing.
- 9.7 **No litigation.** There is no litigation, arbitration or administrative proceeding pending or threatened against you.
- 9.8 **No breach of laws.** Your use or continued use of the CC-*i* Facility is not and will not be in breach of any Applicable Laws including those issued by BNM such as Foreign Exchange Policy Notices.
- 9.9 **Not connected.** You are not related to any director or staff of Al Rajhi Bank Group either as spouse / parent / child, siblings or deem as connected parties under the relevant laws.
- 9.10 **Terms and Conditions.**
- (a) That these Credit Card-*i* Terms and Conditions, the Additional Documents and the Supplementary Terms and Conditions constitute your legal, valid and binding obligations enforceable in accordance with its own terms;
 - (b) that there is no (i) legislation or regulation, (ii) order of any court or any governmental agency, or (iii) provision of any existing agreement; binding on you or to which it is subject, which would be contravened or breached by the execution delivery and performance of these Credit Card-*i* Terms and Conditions, the Additional Documents and the Supplementary Terms and Conditions; and
 - (c) you understand that you should obtain your own independent legal advice on these Credit Card-*i* Terms and Conditions, the Additional Documents and the Supplementary Terms and Conditions.
- 9.11 **Sanction.** You are not (a) subject to any Sanction or (b) located, organized or resident in a country or territory that is the subject of Sanction.
- 9.12 **Compliance with Anti-Corruption Laws.** You are compliant with Anti-Corruption Laws.
- 9.13 **Compliance with Anti-Money Laundering Laws.** You are compliant with Anti-Money Laundering Laws.
- 9.14 **Other Representations.** You represent and warrant that:
- (a) all information and documents provided to the Bank are true, accurate, genuine, untampered and not forged;

- (b) you have not intentionally withheld any information or fact which would cause the Bank to refuse any account, product, or service to you;
- (c) no person other than you has an interest in the CC-*i* Facility unless the same is informed to the Bank in writing at the point of account opening;
- (d) you are aware that your use of the accounts, products or services provided by the Bank is subject to the supervisory authority of Bank Negara Malaysia and other applicable Authority.

9.15 **Reliance by the Bank.** The truth and correctness of all matters stated in representations and warranties in the foregoing paragraphs of this Clause 9 form the basis of the Bank's commitment to make available the CC-*i* Facility to you. If any such representation and/or warranty made at any time hereafter is found to have been incorrect in any material respect, then and in such event and notwithstanding anything to the contrary in these Credit Card-*i* Terms and Conditions the Bank has the right to terminate the CC-*i* Facility or part or parts thereof.

9.16 **Your undertakings**

- (a) You accept full responsibility for the authenticity, validity and correctness of all instruction given by you and all Transaction executed by you.
- (b) You must comply with all reasonable requests of the Bank.
- (c) You must provide us with all information and documentation to comply with the Financial Crime Prevention Laws.
- (d) You must comply with these Credit Card-*i* Terms and Conditions, the Additional Documents and the Supplementary Terms and Conditions.
- (e) You must comply with Applicable Laws relating to your use of any of the Credit Card-*i* product and services including those issued by BNM such as Foreign Exchange Policy Notices.
- (f) You must ensure that the Credit-Card-*i* product and services are not used in any way to facilitate any fraudulent or unlawful activities or purposes.
- (g) You must ensure that the Credit-Card-*i* product and services are not used in any way in contravention of Sanction, Anti-Corruption Laws, and Anti-Money Laundering Laws.

10. **MANAGING FINANCIAL CRIME RISK**

10.1 **Financial Crime Prevention Laws.** The Bank is obliged to comply with Financial Crime Prevention Laws. The Bank may refrain to do anything that would, in its opinion, constitute

a breach of the Financial Crime Prevention Laws. Any breach of Financial Crime Prevention Laws may have a serious impact on our reputation, business, regulatory obligations and could impair our ability to establish or maintain a banking relationship with you. We may terminate the Credit Card-*i*product and services if, by providing the Credit Card-*i*product and services, it will, in our opinion, cause us to breach any Financial Crime Prevention Laws.

10.2 **Financial Crime Compliance Activity**

(a) The Bank required to perform such activity or take such action considered appropriate to prevent, detect, disrupt, risk mitigate, investigate, or report on matters relating to Financial Crime Prevention Laws which include, but not limited to:

- (i) the Bank conducting transaction monitoring; interception of suspicious activity; customer due diligence; customer risk rating; enquiries into source of fund for payment or prepayment for the CC-*i* Facility; enquiries into counterparty of your transaction; investigation into your actual or suspected breach, attempt or evasion in relation to Financial Crime Prevention Laws; regulatory disclosure and reporting and withholding tax from payments in certain circumstances;
- (ii) the Bank delaying, suspending, limiting, refusing, terminating, or cancelling (as the case may be) any application for or renewal of Credit Card-*i*product and services, Cardholder's instruction, Cardholder's Transaction or the provision of all or part of the Credit Card-*i*product and services; AND
- (iii) the Bank undertaking steps to respond to any suspected fraudulent or unlawful activities involving the Credit Card-*i*product and services such as reporting, information sharing, cancelling, delaying or suspending the Cardholder's Transaction or instruction, withholding funds for a reasonable period of time (whether or not a freezing order is issued), suspending, limiting, terminating access to the Credit Card-*i*product and services and effecting a transaction reversal and refund.

(collectively "**Financial Crime Compliance Activity**")

(b) In relation to Clause 10.2(a)(iii), the Bank may reasonably believe that the Cardholder is involved in suspected fraudulent or unlawful activities, arising from the result of its own investigation, monitoring or surveillance activity, when the Bank receives a police report lodged against the Cardholder, when the Bank receives a notice from other financial institution, or the Bank receives a notice from regulatory or investigative authority.

(c) The provision of the Credit Card-*i*product and services by the Bank may be affected by the Financial Crime Compliance Activity. Any impact on the performance of the

Bank's obligations or any action taken by the Bank due to Financial Crime Compliance Activity shall not be treated as a breach of the Bank's obligations to the Cardholder.

- (d) Unless prohibited by law, the Bank shall not be liable to the Cardholder for any losses, damages, expenses, costs, or charges whatsoever that the Cardholder incurred arising out of or in connection with the Bank performing Financial Crime Compliance Activity. You shall keep the Bank fully indemnified against any claims for damages, losses, expenses, charges, and costs (legal or otherwise including costs on a solicitors and client basis and party to party costs) which may be made against the Bank by you or any other person. There will be instances where the Bank will not be able to provide detailed information or notice to the Cardholder due to legal and/or regulatory restrictions.

11. SUSPENSION OF CREDIT CARD-*i*PRODUCT AND SERVICES

11.1 **Bank may impose restrictions.** The Bank may at any time, at its discretion, without prior notice to you, impose suspension, limitation, restriction, or condition in respect of your use of any Credit Card-*i* product and services even though no default has occurred. This includes the Bank's suspending, cancelling, delaying, or refusing to carry out your instruction or Transaction, refusing the provision or renewal of all or part of any Credit Card-*i* product and services, withholding funds in your CC-*i* Account, and freezing any withdrawal and/or deposit to the CC-*i* Account. The Bank shall exercise its discretion in this Clause reasonably.

11.2 **Notice.** The Bank may provide you with information or notice either before or after the imposition of suspension, limitation, restriction or condition unless notifying you would be unlawful due to legal and/or regulatory restrictions. However, a notice in advance is not required unless it is a legal or regulatory requirement.

11.3 **Circumstances where the Bank may impose restriction.** We may do so upon the occurrence of any of, but not limited to, the following events:

- (a) when we have been notified or become aware that you have committed an act of bankruptcy and/or petition for bankruptcy has been presented against you;
- (b) upon the Bank being notified and/or requested by any Authority including but not limited to Bank Negara Malaysia, the Royal Malaysia Police, the Government of Malaysia or any other statutory or governmental body to refrain from permitting any transaction by you;
- (c) when we have become suspicious of any unlawful or fraudulent activities concerning the Credit Card-*i* product and services;

- (d) when we have reason to believe or suspect that you may have become a victim of any unlawful or fraudulent activity concerning the Credit Card-*i* product and services and we consider it appropriate to freeze the Credit Card-*i* product and services in your interest;
- (e) in the event of your death, insanity or other cause of incapacity;
- (f) when we deem necessary for our compliance of Financial Crime Prevention Laws, or when mandated pursuant to or by virtue of, any laws, directions, court orders, regulatory requirement from an Authority;
- (g) an investigation is being conducted by the Authority against you or in relation to your Credit Card-*i* product and services;
- (h) when the Bank is served with a court order or a garnishee proceeding;
- (i) when you are in breach of these Credit Card-*i* Terms and Conditions, the Additional Documents and the Supplementary Terms and Conditions;
- (j) when you have provided false, incorrect, incomplete, forged, misleading information or documentation to the Bank, or have otherwise misrepresented to the Bank;
- (k) when you fail to provide (or has provided incomplete) information or documentation requested by the Bank;
- (l) when we need to exercise our right or discretion under Clause 5, Clause 7, Clause 8, Clause 9, Clause 10, Clause 12, Clause 13, Clause 14, Clause 16, Clause 18, Clause 19 or Clause 20;
- (m) when the Bank has reason to doubt the authority or authenticity of the Cardholder's instructions;
- (n) when the Cardholder does not accept any variation, change and amendment to these Credit Card-*i* Terms and Conditions, the Additional Documents and the Supplementary Terms and Conditions but refuse to cancel or terminate the Credit Card-*i* product and services;
- (o) when allowing the Credit Card-*i* product and services to remain available may cause the Bank to be in breach of Applicable Laws; or
- (p) when the provision of the Credit Card-*i* product and services become impossible or impractical due to changes to our business or operational environment.

11.4 **We determine when suspension ceases.** The imposition of suspension, limitation, restriction or condition on the Credit Card-*i* product and services shall be lifted when we deem the reason for the suspension, limitation, restriction or condition ceases to exist or has been remedied.



- 11.5 **Bank not liable for consequences of suspension.** When we exercise our discretion pursuant this Clause, you agree that we shall not be held liable for defamation, for breach of contract or for any losses, damages, expenses, costs or charges whatsoever and you undertake to keep the Bank fully indemnified against any claims for damages, losses, expenses, charges and costs (legal or otherwise including costs on a solicitors and client basis and party to party costs) which may be made against the Bank by you or any other person by reason of such suspension, limitation, restriction or condition.
- 11.6 **Bank not liable for non-exercise of discretion.** You agree that the Bank shall not be held liable or responsible for any losses, damages, expenses or costs whatsoever which may be claimed against the Bank because the Bank did not exercise or there has been a delay in the exercise of our discretion upon becoming aware of the relevant events mentioned in this Clause. You shall keep the Bank fully indemnified against any claims for damages, losses, expenses, charges and costs (legal or otherwise including costs on a solicitors and client basis and party to party costs) which may be made against the Bank by you or any other person in respect of your accounts or your use of a product or service.
- 11.7 **Complying with court orders and directives.** If we are served with a court order or directive issued under any laws or otherwise issued by any regulators or any Authority, you hereby authorize us to act in accordance with such court order and/or directive without any further reference or notice to you.
12. **TERMINATION OF CREDIT CARD-/PRODUCT AND SERVICES**
- 12.1 **You may terminate the CC-/Facility.** You may instruct us to cancel or terminate the CC-/Facility. You shall comply with our requirements and procedures on termination. The Bank is not required to act on an instruction to cancel or terminate the CC-/Facility if it is subject to encumbrances, court orders, instruction from Authority, ongoing investigation or if the Bank has reason to doubt the authenticity of your instruction.
- 12.2 **The Bank may terminate the CC-/Facility.** The Bank has the discretion to terminate and cease making available the CC-/Facility for any reason including those mentioned in Clause 11.3, Clause 4.3, Clause 16.1, the Card has not been in use within such period prescribed by the Bank or the Cardholder no longer meets the eligibility criteria. If prior notice is required by law or regulatory requirement, the Bank will provide you with a 14 calendar days' notice to your address or email address maintained in the Bank's records.
- 12.3 **Reason for termination of the CC-/Facility.** In terminating the CC-/Facility, the Bank may, but is not obliged to, disclose the reason for the termination unless such disclosure is required by law or regulatory requirement. There will be instances where the Bank is unable to provide reason due to legal and/or regulatory restrictions.



- 12.4 **Effect of termination of CC-/Facility.** Termination of the CC-/Facility will not affect your outstanding rights or actual, future or contingent liabilities. All accrued rights and liabilities under these Credit Card-/Terms and Conditions, the relevant Additional Documents or the Supplementary Terms and Conditions (as the case may be) shall continue to remain in full force and effect and shall survive until their full discharge and settlement. For example, if you owe us any amount under these Credit Card-/Terms and Conditions, you will remain responsible for paying us even after the termination of the CC-/Facility. Even though the CC-/Facility has been terminated, the Bank shall be entitled to continue to charge late payment charges on all monies which remain due and unpaid.
- 12.5 **Payment on termination.** On cancellation or termination of the CC-/Facility, you shall promptly settle the outstanding amount remaining unpaid in accordance with our requirements and procedures. The CC-/Account will be closed and the credit balance (if any) after deduction of any outstanding amount, monies, fees and charges whatsoever under CC-/Facility shall be made payable to the Cardholder after closure of the CC-/Account. The Bank shall (i) refund such credit balance by crediting the amount to the Cardholder's other account with the Bank, or (ii) make such refund in any other way deemed appropriate by the Bank.
- 12.6 **Card.** On cancellation or termination of the CC-/Facility, the Card will be automatically terminated. You shall proceed to destroy the Card by way of cutting the magnetic stripe and the chip. If you have previously requested for Supplementary Card to be issued, the Supplementary Card will also be terminated. There shall be no refund or partial refund of any annual fees paid. All benefits and privileges enjoyed or available to the Cardholder will be automatically terminated.
- 12.7 **Termination or expiry of Card only.** The Bank has the discretion to cancel or terminate the Card only (but not the CC-/Facility) for any reason including those mentioned in Clause 11.3. The termination or cancellation of a Card by the Bank 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 or deemed made by the termination or cancellation. The Cardholder may also request for cancellation and replacement of a Card in accordance with our requirements and procedures. The Card is also not available for use if it has exceeded its validity period. In these instances, the Bank may, of its own volition or at the request of the Cardholder, issue a replacement Card to the Cardholder. Please refer to Clause 7 on the processes for issuance and mailing of a replacement Card.

13. USING THE CARD

13.1 Transacting at ATM

- (a) A Cardholder may use the Card for cash withdrawal at an ATM. Cash withdrawal will be treated the same way as Cash Withdrawal.
- (b) You must:
 - (i) key in your PIN at the ATM to authenticate your identity; and
 - (ii) check your Transactions after using the ATM. If any error or malfunction occurs, you must immediately contact the Bank. Save for any error or malfunction which you have immediately raised to our attention, you are deemed to have confirmed that the Transaction amount is correct.
- (c) All ATM Transactions (authenticated by a PIN) shall be deemed to have been made by a Cardholder. The Cardholder shall be liable for all charges and withdrawals whatsoever arising from all ATM Transactions.
- (d) The Bank shall not be responsible for any loss or damage caused directly or indirectly by mechanical failure or other cause which is beyond the Bank's control.
- (e) If ATM Transactions cannot be carried out or are erroneously effected due to defect, breakdown, interruption or loss of power supply or otherwise, or if the Card is not accepted for use, or where the Card is retained by the ATM for any other reasons, the Bank shall not be responsible for any loss, damage, or inconvenience suffered by the Cardholder.
- (f) **Cash withdrawal limit.** Cash withdrawal at an ATM is subject to the withdrawal limit as determined by the Bank from time to time or the limit for cash withdrawal applicable to the ATM.
- (g) **Transaction charges.** Fees and charges as stated in the Bank's Fees and Charges on the Bank's website will be imposed.

13.2 Cash Withdrawal

- (a) The Cardholder may withdraw cash of an amount not exceeding the limit determined by the Bank from time to time subject to availability of Facility Limit
 - (i) from any ATM;
 - (ii) by performing a fund transfer via our Electronic Banking Channel;
- (b) **Transaction charges.** Fees and charges as stated in the Bank's Fees and Charges on the Bank's website will be imposed.
- (c) **Effective Profit Rate. 18% p.a.** on the Cash Withdrawal amount taken, calculated daily from the date of disbursement until payment in full is received by the Bank.

13.3 POS Terminals of Merchant

- (a) **Shariah compliant goods and services.** You may make payment with the Card at the POS terminals of Merchant authorized to accept VISA as a mode of payment to Shariah-compliant Merchant as determined by the Bank from time to time. Unless there is any manifest error, the decision of the Bank on whether any purposes, goods and services are Shariah-compliant is conclusive.
- (b) **Contactless Transaction.** The Card is configured to perform contactless payment by default. You may use your Card to make contactless payment at the Merchant's POS terminal without entering a PIN for Transactions up to RM250 or such other amount as determined by VISA and/or the Bank. The Bank will determine the number of contactless transactions that you can make in a day and the cumulative daily limit for such contactless transaction. You must use your PIN for any payment of more than RM250.
- (c) The Cardholder agrees that all contactless Transactions incurred using the Cards shall be presumed to be properly authorized unless the Cardholder can show conclusive proof to the contrary. In this regard the Cardholder understands the ease of which unauthorized contactless Transactions may be carried out and accepts the risk of the same. You may:
 - (i) request to disable (turn off) the contactless functionality through channel made available by the Bank; or
 - (ii) set a lower transaction limit for contactless Transactions.

If you choose to retain such contactless functionality or set a higher transaction limit, you understand that the risk of potential losses as a result of any unauthorized and/or fraudulent use of your Card are higher. If the cumulative daily limit or cumulative number of transactions per day for such contactless payment is exceeded, you understand that the Transaction will be rejected and you will be required to carry out the Transaction using your PIN.

- (d) **PIN based Transaction.** You may use your Card for PIN based Transaction at Merchant by inserting your Card to be read by the POS terminal. You must enter your PIN when prompted for PIN entry to complete the purchase or the Transaction may be declined.
- (e) **Transit Operator.** In the event that there is any discrepancy between the amount charged to the Cardholder and the actual fare imposed by a Transit Operator, you agree and authorize the Bank to make necessary adjustment to the Transaction in the following manner:-
 - (i) **When you are undercharged.** When the actual fare is higher than the amount charged, you agree and authorize the Bank to debit the correct

amount from your CC-*i*Account upon receipt of a complying request from the Transit Operator.

- (ii) **When you are overcharged.** When the actual fare is lower than the amount charged, you agree and authorize the Bank to credit any refund received from the Transit Operator to your CC-*i*Account.
- (iii) **Unpaid fare due to insufficient funds.** You acknowledge the Transit Operator may initiate a debt recovery process to recover any unpaid fare. You agree and authorize the Bank to debit the correct amount from your CC-*i* Account upon receipt of a complying request from the Transit Operator.

13.4 **Card-Not-Present transaction.** The Card is configured to support Card-Not-Present transaction by default. You understand that there are risks involved when performing a Card-Not-Present transaction. You can always disable this feature by instructing us to deactivate this feature through channels made available by the Bank. If you wish to use the Card for payments in relation to online Transactions or purchases through mobile application, you are generally required to key in the OTP or the relevant Security Credential received to complete the payment for the online Transaction. The Cardholder agrees that the entry of the Card information and Security Credentials at the internet site or mobile applications for the purported purchase shall be sufficient proof of the authenticity of the Transaction. The Bank shall not be under any obligation to verify the identity or the authority of the person entering the Card information and Security Credentials. You understand that you are not able to disable the Card-Not-Present feature insofar as it relates to any Card-Not-Present transaction which the Bank is required by Applicable Laws to permanently enable by default.

13.5 **Bank not involved with any dispute with a Merchant**

- (a) The Bank is not a party to any Transaction between you and a Merchant and will not be liable for any act or omission of any merchant including any refusal to honor the Card, or any defect or deficiency in any goods or services supplied to you.
- (b) You must resolve all complaints, claims and disputes against any Merchant directly and you agree not to involve us in any such claim, dispute or legal proceedings.
- (c) Even if you have a dispute with a Merchant, you must still pay the amount incurred arising from the use of the Card and we will debit it from the CC-*i*Account. We shall not be liable for any payment remitted to a Merchant notwithstanding any claims and/or disputes that you may have against that Merchant.
- (d) If you wish to return any goods or cancel services obtained against the Card, all refunds must be by way of a credit note issued by the Merchant to the Bank. Upon

receipt of the credit note, the Bank shall credit the refund back into the CC-*i* Account. No cash refunds are allowed.

- (e) Any refund or chargeback from the Merchant will not be treated as the Cardholder paying the Minimum Payment Due.

13.6 **Auto debit.** If you authorize a Merchant to effect recurring payment or auto debit through your Card, the Bank is entitled to act on the instruction without further reference to you. Payment will only be made subject to the Facility Limit. The Bank does not guarantee that the auto payment will be made on a timely manner. The Bank may refuse payment at the Bank's discretion by written notice to you. If your Card is replaced, cancelled or terminated for any reason, you are responsible to inform/update the Merchant which you subscribed for the auto debit transactions of the new Card Number to avoid transaction being rejected. No payment will be made if the use of the Card by the Cardholder is terminated or suspended for any reason whatsoever or where an expired Card is not renewed. The Cardholder shall at all times remain liable and responsible (not the Bank) to pay the Merchant. In the event of non-payment by the Bank, the Cardholder shall resolve and effect payment with the Merchant directly. The Cardholder agrees and expressly authorizes the Bank to communicate with the Merchant on any unsuccessful auto payment.

13.7 **Overseas Transactions or foreign currency Transactions**

- (a) **The Card may be used outside Malaysia.** A Cardholder may use the Card physically outside Malaysia (but only in countries acceptable to us) with Merchants and at ATMs. In respect of overseas Transaction where the Cardholder is physically present at the point of sale, the Cardholder may be required to enter PIN or provide his signature depending on the country in which a particular Transaction is made. The Cardholder shall notify the Bank in advance of his intentions to use the Card for overseas Transaction. The Cardholder may use the Card to perform cross border payment (such as online purchases) to Merchants located outside of Malaysia (but only in countries acceptable to us).
- (b) **Currency conversion.** If you use the Card to carry out Transaction in a currency other than Ringgit, the Transaction amount will be debited to the CC-*i* Account after conversion to Ringgit at the exchange rate and at such time as may be determined by VISA. You will also be charged a foreign currency conversion mark-up of 1.18% (or such other amount as disclosed from time to time) by the Bank as well as any transaction fee charged by Visa, as applicable.
- (c) **You must comply with foreign exchange policy requirements.** You may only use the Card for overseas Transactions in compliance with foreign exchange policy administered by Bank Negara Malaysia applicable to you and the Transaction. All

overseas Transactions are subject to the laws existing in the country where the Transaction originates.

13.8 **Personal Use Only.** You agree that you will only use the Card for personal consumption purposes only and will not use the Card as a form of financing for business or commercial purposes.

14. PAYMENT OF THE BANK'S SALE PRICE

14.1 **Monthly payment.** The Bank's Sale Price or such part thereof remaining unpaid shall be paid by the Cardholder on the Payment Due Date in accordance with the CC-/Statement of Account issued by the Bank. If the Cardholder settles the current month's Statement Balance in full on or before the Payment Due Date, the Cardholder will enjoy grace period of 20 days from the date of the CC-/Statement on the following month's retail transactions. Retail transactions mean transactions other than Cash Withdrawal and all monthly installments due.

14.2 **Minimum Payment Due.** Where permitted by the Bank, the Cardholder may elect to pay to the Bank the Minimum Payment Due before the Payment Due Date. The Cardholder is advised to make prompt payment for each payment period. If the Cardholder is only paying the Minimum Payment Due, the Cardholder will incur profit on retail transaction calculated based on the following Effective Profit Rate:

Retail Transactions

- (a) **Tier 1: 15% p.a.** if Minimum Payment Due was paid by the Cardholder promptly for 12 consecutive months;
- (b) **Tier 2: 17% p.a.** if Minimum Payment Due was paid by the Cardholder promptly for 10 months or more in a 12-month cycle;
- (c) **Tier 3: 18% p.a.** for Cardholders who do not fall within Tier I and Tier II.

For a Cardholder who does not have any outstanding balance in respect of retail transactions carried forward from his/her previous month's CC-/Statement of Account, the profit payable will be calculated from and including the calendar day immediately following the Payment Due Date until any payments are credited to the CC-/Account, and thereafter on the reduced balance.

For a Cardholder who has any outstanding balance in respect of retail transactions carried forward from his/her previous month's CC-/Statement of Account, the profit payable will be calculated from and including the calendar day immediately following the date such



retail transactions are posted to his/her CC-*i*Account, until any payments are credited to the CC-*i*Account and thereafter on the reduced balance.

The profit accrued based on the Effective Profit Rate will be debited to the CC-*i*Account. However, all or any of the profit payable remaining unpaid after the Payment Due Date will not be compounded.

The Effective Profit Rate for retail transactions does not apply to Cash Withdrawal, balance transfers, and other credit plans that may be offered or tied to the Card. All outstanding balances attributable to any Cash Withdrawal, balance transfers and other credit plans will be subject to the respective credit plans' terms and conditions.

How payment is applied

When the Cardholder makes a payment that is equal to or less than the Minimum Payment Due, the Bank will not allocate more than the allowable percentage of such amount towards the settlement of the profit or fee portion of the Minimum Payment Due. When the Cardholder makes a payment in excess of the Minimum Payment Due, the Bank will allocate such excess payment to settle the balances appearing in the CC-*i*Statement of Account according to their profit or fee rates, with the items attracting the highest profit or fee rate to be paid first.

- 14.3 **Multiple Cards.** Where the Cardholder has more than one Card, each of the Card will have its own Payment Due Date and Minimum Payment Due.
- 14.4 **Issuance of Reminder.** The Bank may issue reminders to the Cardholder either by written notice or through electronic means in respect of the Minimum Payment Due and the Payment Due Date each month, irrespective on whether or not the Cardholder has requested for the same. In any event, the Cardholder is advised to check the CC-*i*Statement of Account instead of relying solely on the reminder. The Cardholder is fully aware that any issuance of reminder may be delayed, stopped, and/or retracted due to technical glitch and/or other factor(s) affecting the relevant service provider(s), phone operator(s) and any other relevant entities. The Cardholder agrees that the Bank neither guarantees the delivery nor accuracy of the contents of each reminder and shall not be liable for losses or damages arising from:
- (a) a non-delivery, delayed delivery or wrongful delivery of each reminder, or
 - (b) inaccurate content of each reminder.
- 14.5 **Amount stated in the CC-*i*Statement of Account.** The amount as stated in the CC-*i*Statement of Account to be due and payable by the Cardholder to the Bank shall in the absence of manifest error be conclusive evidence that such amount is due and payable by the Cardholder to the Bank.

- 14.6 **Currency of payment.** All payments to the Bank must be made in the billing currency as stated in the CC-*i* Statement of Account. Payment by the Cardholder shall not be considered to have been made until the relevant payments have been received for value by the Bank.
- 14.7 **No set-off.** All payments to the Bank must be made without any set-off or any deduction of any taxes payable or withholding of any description.
- 14.8 **Appropriation.** Subject to Applicable Laws, the Bank shall apply payments received in any order to discharge amount owing to the Bank as it deems fit.
- 14.9 **Paying less than the Minimum Payment Due.** In the event the Cardholder makes payment with an amount lower than the Minimum Payment Due or omits to make any payment, the Bank shall be entitled to enforce all its rights as set out in Clause 16. The Cardholder will also need to bear additional fees and/or charges including but not limited to late payment charges, higher tiered profit charge and legal fees (if any).
- 14.10 **Late Payment Charges.**
- (a) A late payment charge will be imposed from day-1 onwards (inclusive) after the Payment Due Date, if the Cardholder failed to pay the Minimum Payment Due.
 - (b) The late payment charge will be imposed on a monthly basis at the rate of 1% on the unpaid outstanding balance in respect of any retail and Cash Withdrawal transaction, subject to a minimum of RM10, and a maximum of RM100.
 - (c) Such late payment charges shall continue to accrue and be payable until full payment of the unpaid Minimum Payment Due but shall not be compounded.
 - (d) The accrued late payment charges will be specified in the following month's CC-*i* Statement of Account.
 - (e) This late payment charges will continue to accrue before, as well as after any court order or judgment is obtained.
 - (f) The Bank may apply the late payment charges so received by it in reimbursement of any actual loss incurred by it as a result of the late payment by the Cardholder and the Bank shall transfer the excess to a *gharamah* account for the purposes of distribution to such charitable organization as the Bank may select under the supervision of its Shariah Board. The Cardholder is not entitled to request the Bank to provide the Cardholder with documentation evidencing (A) the calculation of actual costs and (B) any relevant distribution.
- 14.11 **Standing instruction.** Where you have provided an automatic debit authorization or standing instruction to debit an account nominated by you to pay any amount owing

under the CC-*i*Facility, the Bank is irrevocably authorized to debit such account subject to the following:-

- (a) the Cardholder must have enough funds in the account to settle the amount owing under the CC-*i* Facility. If the account is a current account, the Cardholder has the responsibility to ensure that there are enough funds in that account to honor cheques drawn on such account after the automatic debit is carried out and the Bank shall not be liable for any embarrassment or losses suffered arising from any remarks placed on the return cheque(s) (such as the cheque is returned due to insufficient funds).
- (b) The automatic debit will not be carried out if there are insufficient funds in the Cardholder's nominated account and the Bank shall not be obliged to try to debit the said account again for the outstanding amounts owing or due under the Card. The Cardholder shall be responsible to make the necessary arrangements to effect settlement of the amounts owing under the CC-*i* Facility.
- (c) the Bank shall not be liable if the Bank is unable to carry out the automatic debiting or to follow such instructions for reasons not caused directly by the Bank or which are beyond the Bank's reasonable control or if there are operational and/or system errors or malfunctions in the Bank's system not caused directly by or arising from the Bank's gross negligence or willful default.
- (d) the Cardholder must give the Bank two (2) weeks advance written notice before the Cardholder changes the automatic debit authorization or standing instruction.
- (e) The Bank may terminate the automatic debit authorization or standing instruction for future payments by giving the Cardholder twenty-one (21) calendar days' advance written notice.

14.12 **Payment method.** Any transaction for the deposit of cash, cheques and other negotiable instruments to the CC-*i*Account shall only be deemed as having been made:

- (a) if by a deposit of cash, upon verification by the Bank of the deposit and of the amount of such deposit and the entry recorded in the Bank's records;
- (b) if by a deposit of cheques or other negotiable instruments, upon verification by the Bank of the deposit and of the amount of such deposit and of the Cardholder's title to such instrument for collection (the receipt issued by any cash deposit machine or cheque deposit machine are not conclusive);
- (c) any payment made by debit instruction or fund transfer shall be deemed as having been made, upon our receipt of cleared funds and/or when the amount is entered into the Bank's records.

14.13 **Excess credit and prepayment.** The Bank may allow excess credit or prepayment ("prepayment") to the CC-*i*Account at a threshold as determined by the Bank from time to time subject to the following conditions:

- (a) The Bank has absolute discretion to determine, amend or vary the excess credit or prepayment threshold of the Cardholder without prior notice to the Cardholder;
- (b) The Bank may ask the Cardholder to provide documentary evidence that the funds of the prepayment came from legitimate sources. The Cardholder authorizes the Bank to validate the evidence given by the Cardholder with any party it deems fit. Only when the Bank is satisfied of the legitimacy of such funds will such prepayment be utilized towards payments for purchases and transaction effected by the Card. Before the Bank is satisfied of the legitimacy of such funds: -
 - (i) The Bank may suspend the use of the Card and/or decline any transaction attempted on the Card after prepayment; and
 - (ii) Any credit arising from the prepayment shall not be refundable to the Cardholder.
- (c) In the event prepayment results in a credit balance in the CC-*i*Account, the Bank will apply the credit balance towards payments in accordance with Clause 14 Payment of the Bank's Sale Price.
- (d) Following from clause (c) above, if there is still credit balance in the CC-*i*Account, the Bank may refund the credit balance to the Cardholder's current account or savings account maintained with the Bank or such other Bank in Malaysia as instructed by the Cardholder to the Bank ("**Nominated CASA**").
- (e) Following from clause (c) above, if there is still credit balance in the CC-*i*Account and the Cardholder has not provided the Bank with a Nominated CASA, the Bank has the right to do any of the following:-
 - (i) Suspend the use of the Card;
 - (ii) Decline any transactions attempted using the Card;
 - (iii) Decline any further payments into the CC-*i*Account; and/or
 - (iv) Terminate the CC-*i*Account with prior notice to the Cardholder.
- (f) Notwithstanding anything contained herein to the contrary, and subject to Clause 24:
 - (i) The Bank shall have the right to pay or remit any credit balance in the CC-*i*Account to the Cardholder's executor or administrator in the event of the Cardholder's death;

- (ii) The Bank shall have no obligation to enquire about any beneficial rights of any parties to any such credit balance; and
- (iii) Any payment or remittance of any credit balance made by the Bank to the Cardholder under this Clause shall be deemed to be full and final discharge of the Bank's liabilities in relation to such credit balance.

14.14 **Credit balances in the CC-*i*Account are not protected by PIDM.** You understand that any credit balances in the CC-*i* Account are not bank deposits and are not protected by Perbadanan Insurans Deposit Malaysia (PIDM).

15. STATEMENT OF ACCOUNTS

15.1 **You get a monthly statement.** The Bank will issue a CC-*i* Statement of Account in electronic form once a month or at such other intervals as may be determined by the Bank. The CC-*i* Statement of Account will be made available online via Electronic Banking Channel and/or sent in electronic form to you. You may request statements to be printed at our branches, but we will debit your account for the applicable charge to do so. We may not generate a statement if there is no transaction during the month.

15.2 **Read the monthly statement.** You must notify us if you do not agree with anything in a CC-*i* Statement of Account. You agree to examine and verify each and every transaction listed in the statement to ascertain whether there are any errors, irregularities, unauthorized or fraudulent transaction. You must notify us immediately if you discover any errors, irregularities, unauthorized or fraudulent transaction.

15.3 **Monthly statement is conclusive evidence unless you object within 30 calendar days.** If you do not contact us in writing of the non-receipt of a statement from us, or to notify us of any matter in the CC-*i* Statement of Account which you do not agree with within thirty (30) calendar days from the date of receipt of the CC-*i* Statement of Account or date of it being made available electronically, the Bank's accounts or records shall be conclusive evidence of the Transaction entries and balances and you are regarded to have accepted all matters contained in the CC-*i* Statement of Account as true and accurate in all respects. Any amendment you request after the 30-day period shall be at the sole discretion of the Bank. Nothing in this Clause shall preclude the Bank from correcting any error or discrepancy in such statement and issuing a substitute statement.

16. EVENTS OF DEFAULT

16.1 **Default.** The occurrence of any of the following events shall constitute an event of default:-

- (a) if the Cardholder fails to pay any amount due and payable and any monies herein covenanted to be paid including the Minimum Payment Due stated in the CC-*i* Statement of Account for two (2) consecutive Payment Due Dates;
- (b) if in the Bank's view there is a deterioration in the Cardholder's creditworthiness;
- (c) the Cardholder, the guarantor, or the security provider is in breach of any provisions of these Credit Card-*i* Terms and Conditions, the Additional Documents, the Supplementary Terms and Conditions, the security document or any agreement relating to other accounts or credit facilities granted by the Bank, which is not capable of remedy, or if capable of being remedied, is not remedied within fourteen (14) business days after written notice to the Cardholder from the Bank requesting action to remedy the same;
- (d) any representation, warranty or statement made by the Cardholder, the guarantor or the security provider whether in the course of making the application for the CC-*i* Facility or otherwise is incorrect or misleading;
- (e) the Cardholder, the guarantor or the security provider commits an act of bankruptcy or has a bankruptcy petition presented against the Cardholder, the guarantor or the security provider;
- (f) death or insanity of the Cardholder, the guarantor or the security provider;
- (g) the Cardholder denies, challenges or terminates or threatens to deny, challenge or terminate the Cardholder's obligations under the CC-*i* Facility;
- (h) any change in the circumstances or financial condition which in the reasonable opinion of the Bank, would materially and adversely affect the Cardholder's, the guarantor's or the security provider's ability to perform his or her obligation under the CC-*i* Facility or the security document;
- (i) any Applicable Laws making it unlawful for the Bank to comply with its obligations or to allow the CC-*i* Facility to continue;
- (j) it is or it shall become unlawful for the Cardholder, the guarantor or the security provider to perform or comply with any one or more of the obligations under the CC-*i* Facility or the security document;
- (k) any authorization, approval, consent, condition, order or license required to be taken, fulfilled or done for the purpose of the CC-*i* Facility or the security arrangement is not taken or fulfilled or ceases to be in full force and effect;
- (l) the Cardholder, the guarantor or the security provider suspends payment of debts, enters into a moratorium of any indebtedness, or admits to or are deemed to be unable to pay any debts as they fall due;

- (m) the Cardholder has gone to the Agensi Kaunseling dan Pengurusan Kredit (**AKPK**) for assistance;
- (n) the Cardholder, the guarantor or the security provider proposes to, or enter into any composition or arrangement (voluntary or otherwise) with its creditors;
- (o) any other indebtedness of the Cardholder, the guarantor or the security provider becomes payable or becomes capable of being declared payable or due prematurely, by reason of a default by the Cardholder, the guarantor or the security provider of their respective obligations with respect to that indebtedness; or the Cardholder, the guarantor or the security provider fails to make any payment in respect of such indebtedness on the due date for such payment, or if due on demand when demanded; or upon the security for any such indebtedness becoming enforceable;
- (p) if any legal proceedings, suit or action of any kind whatsoever (whether criminal or civil) is instituted against the Cardholder, the guarantor or the security provider;
- (q) any distress or execution or other process of a court of competent jurisdiction is levied upon or issued against all or any part of the property of the Cardholder, the guarantor or the security provider and such distress, execution or other process is not discharged within fourteen (14) calendar days;
- (r) the security or guarantee granted to the Bank ceases to have full force and effect or is terminated or disputed or in jeopardy or is unenforceable;
- (s) the Cardholder, the guarantor or the security provider repudiates or threatens to repudiate these Credit Card-/Terms and Conditions, the Additional Documents, the Supplementary Terms and Conditions or the security document.

16.2 **Termination.** Upon the occurrence of an event of default, the Bank may, with notice to the Cardholder, terminate the CC-/Facility and cancel the Card, and the entire balance of the Bank's Sale Price and all sums owing to us under the CC-/Facility, shall immediately become due and payable. The Cardholder shall immediately pay the Bank's Sale Price and all sums owing to us under the CC-/Facility within the time stipulated in the notice issued by the Bank.

16.3 **Late Payment Charges.**

- (a) If the entire balance of the Bank's Sale Price and all sums owing to us under the CC-/Facility shall become due and payable but the Cardholder has failed to make full payment when demanded, a late payment charge will be imposed on the monthly basis at the rate of 1% on all sums due and payable in respect of any retail and Cash Withdrawal transaction, subject to a minimum of RM10, and a maximum of RM100.

- (b) Such late payment charges shall continue to accrue and be payable until full payment of all sums due and payable but shall not be compounded.
- (c) This late payment charges will continue to accrue before, as well as after any court order or judgment is obtained.
- (d) The Bank may apply the late payment charges so received by it in reimbursement of any actual loss incurred by it as a result of the late payment by the Cardholder and the Bank shall transfer the excess to a *gharamah* account for the purposes of distribution to such charitable organization as the Bank may select under the supervision of its Shariah Board. The Cardholder is not entitled to request the Bank to provide the Cardholder with documentation evidencing (A) the calculation of actual costs and (B) any relevant distribution.

16.4 **Indemnity.** Save and except gross negligence and willful misconduct on the part of the Bank and/or its employees and to the extent as permitted by Applicable Laws, the Cardholder undertakes to indemnify the Bank against any actual cost, claim, loss (excluding opportunity loss), expense (including but not limited to legal fees on a solicitor and client basis) or liability which it may sustain or incur as a consequence of the occurrence of any event of default.

16.5 **Appointment of Collection Agent.** The Bank may appoint an external debt collection agent of its choice to act on its behalf for the purpose of recovering any or all monies due and payable from the Cardholder. The Cardholder hereby authorizes the Bank to disclose any information concerning the Cardholder and his/her CC-*i* Facility to any of its agent duly appointed for purpose of recovering any or all monies due and payable from the Cardholder to the Bank.

17. VALIDITY OF TRANSACTIONS

17.1 **Cardholder liable for all Transactions.** Only you can use the Card. You shall be liable to the Bank for all Transactions (including relevant fees and charges) carried out using the Card. By entering the PIN at any POS terminal or ATM or otherwise using the Card at any POS terminal or ATM, or (in respect of any Card-Not-Present transaction) by providing your Security Credential, you are deemed to have agreed to the Transaction and confirmed that the Transaction amount is correct. You are responsible for ensuring that a Transaction amount is correct. The Cardholder is liable for all Transactions even if there is a failure to sign the sales draft or enter PIN or where such failure and/or omission is due to the nature of the transaction or due to oversight on the part of the Cardholder, the Merchant, and/or VISA.



- 17.2 **Bank's record of Transactions binding.** The Bank may treat the Bank's record of any Transaction effected by the use of the Card as evidence that such Transaction is effected by the Cardholder. The Bank is also entitled to treat any Transaction identified by the Cardholder's PIN or any Transactions electronically validated as that a Transaction effected by the Cardholder.
- 17.3 **Liability for unauthorized Transactions.** However, we will not hold you liable for any unauthorized Transactions where we are prohibited by Applicable Laws from doing so.
- 17.4 **Cardholder's liability for unauthorized Transactions.** If the Card is used to carry out unauthorized Transactions, you will still be liable for such unauthorized Transactions if we determine that the Cardholder has:
- (a) acted fraudulently;
 - (b) refused to cooperate or provide assistance to the Bank in relation to any investigation;
 - (c) failed to observe the security responsibilities as stated in Clause 8;
 - (d) failed to comply with these Credit Card-*i* Terms and Conditions, the Additional Documents, and the Supplementary Terms and Conditions; or
 - (e) used the Card irresponsibly, including using it for unlawful activity.
- 17.5 **Unsuccessful Transaction.** If the Cardholder has identified an unsuccessful Transaction of which the CC-*i* Account had been debited, the Bank will conduct an investigation and will carry out a reversal within reasonable time.
- 17.6 **Assisting in investigation.** You shall provide such information, assistance and cooperation that the Bank shall require in relation to any investigation of any unauthorized or fraudulent transaction or activities relating to the Credit Card-*i* product and services. In relation to any unauthorized or fraudulent Transaction, the Bank may require the Cardholder to lodge a police report and to provide such report to the Bank within reasonable time from the date of the loss and/or theft of the Card and/or disclosure of the Security Credentials to a third party. The Bank may also request that you attend to our branch for further enquiry, carry out customer due diligence, request for information and documents, request that you hand over any mobile or security devices for forensic investigation, conduct checks with external databases or Authority or request that you provide reasonable proof of your compliance with the security responsibilities in Clause 8. You agree that the Bank will not be responsible for your loss if you refuse to cooperate or provide assistance in relation to any investigation of such transactions or activities.



- 17.7 **Ombudsman.** In the event that you are not satisfied with the Bank's investigations and decision in relation to unauthorized transactions, you may refer the dispute to the Financial Markets Ombudsman Service (FMOS) for resolution of the said dispute. In cases where the complaint does not fall within FMOS' jurisdiction, you may refer the dispute to Bank Negara Malaysia's Laman Informasi Nasihat dan Khidmat (BNMLINK).
- 17.8 **Provisional credit.** If the Bank is required by Applicable Laws to make a provisional credit to the Cardholder's account pending the conclusion of any investigation or resolution of a disputed Transaction, the Bank will make such provision credit on the basis that the Cardholder is to refund the provision credit in full in the event that the Cardholder is found to be fully liable for the disputed Transaction (or refund the provision credit in part if the Cardholder is partially liable for the disputed Transaction). The Bank shall be entitled to debit any account of the Cardholder maintained with the Bank to effect the refund. If there is insufficient fund in the account of the Cardholder, the Bank may, after giving the Cardholder a reasonable period to settle the shortfall, initiate a debt recovery process to recover the shortfall.

18. DISCLOSURE OF CUSTOMER INFORMATION

- 18.1 The Cardholder agrees and consents to the Bank collecting, processing, transferring, and disclosing Customer Information in accordance with these Credit Card-/ Terms and Conditions, the Additional Documents and the Supplementary Terms and Conditions.
- 18.2 We need to collect, process, transfer and disclose (including transfer and disclosure of such information outside of Malaysia) Customer Information in connection with the following purposes, including any incidental or associated purposes ("**Purposes**"):
- (a) to facilitate our offering of the Credit Card-/ product and services to you such as assessing suitability, evaluating, verifying and processing of your application, authenticating your identity, establishing and maintaining a banking relationship with you, processing of any transaction, effecting your instruction, addressing queries and dispute, communicating with you, maintaining customer satisfaction, maintaining the security of our products and services, understanding your utilisation and tailoring content and services which may be of interest to you;
 - (b) to support our management, operation, research, process improvement and administrative requirements, such as accounting, taxation, outsourcing, system development, product development, client relationship management, risk management, managing the Takaful coverage of the Bank, data analysis, data processing, statistical analysis, creation and training of model, record maintenance, audit and for purposes of keeping you and our people safe;

- (c) to comply with Applicable Laws;
- (d) to conduct credit background checks, credit worthiness evaluation or monitoring, or credit references;
- (e) to conduct know-your-customer checks and customer due diligence;
- (f) to facilitate exchange of information amongst financial institutions in relation to fraud, mule account and financial scams;
- (g) to respond to any authorized information sharing request initiated by you in relation to an open finance arrangement;
- (h) for purposes related to Financial Crime Compliance Activity;
- (i) for purposes related to fraud prevention and fraud detection;
- (j) for purposes of investigation of complaints and suspicious transactions;
- (k) for purposes of prevention, detection and investigation of a crime, actual or suspected;
- (l) for purposes of enforcing our rights or any legal proceeding or legal process initiated by the Bank;
- (m) for purposes of defending any legal proceeding or legal process filed against the Bank;
- (n) for purposes of obtaining legal advice related to the provision of the Credit Card- / product and services;
- (o) for purposes related to debt collection;
- (p) to facilitate the offering of any rewards, privileges and benefits offered to Cardholder; and
- (q) any other purposes as set out in statements, circulars, notices or other terms and conditions accepted by the Cardholder including, without limitation, the Bank's Personal Data Protection Notice available at <https://www.alrajhibank.com.my/>.

18.3 Subject to Applicable Laws, we may disclose Customer Information (each a "**Recipient**"):

- (a) to any member of Al Rajhi Group (including their directors, employees and officers);
- (b) to any of our agent, contractor, vendor and service provider including but not limited to outsourced service provider, financial service provider, auditor (including an Environmental, Social and Governance auditor), Takaful operator and loss adjustor, legal counsel, professional advisor, consultant, strategic partner, valuer, auctioneer, broker and debt collection agency;

- (c) to any person involved in the provision of Electronic Banking Channel;
- (d) to any payment recipient or beneficiaries, payment system operator, payment and settlement infrastructure provider, clearing bank, intermediary bank, correspondent bank, counterparty, drawee bank, financial institution, merchant acquiring company, payment instrument service provider, and operator/provider of any digital/electronic wallet which you have enrolled and linked to our product and/or services;
- (e) to any trustee, judicial manager, nominee, official assignees, or similar role appointed under Applicable Law or court order relating to bankruptcy, or rescue mechanism, in respect of the Cardholder;
- (f) to any Merchant or member institution of VISA and VISA itself;
- (g) to any administrator/executor/beneficiary of a deceased Cardholder including the appointed solicitor acting for them and any next of kin of a deceased Cardholder which the Bank believes in good faith as intending to apply for a court order in respect of a deceased Cardholder's estate;
- (h) to Bank Negara Malaysia or any of its established bureaus or agencies which provide and collect credit or other information such as the Central Credit Reference Information System (**CCRIS**) (any information the Bank discloses to Bank Negara Malaysia may subsequently be disclosed by Bank Negara Malaysia to other financial institutions, credit reporting agencies and credit reference agencies and to such other persons as Bank Negara Malaysia considers necessary for purposes as stipulated under section 47(2) of the Central Bank of Malaysia Act 2009);
- (i) to any governmental authority, court, tribunal, statutory body, regulatory authority, stock exchange, central depository, clearing house, credit reporting agency, credit reference agency, fraud bureau, self-regulatory organization, trade repository, rating agency, market structure provider, Cagamas Berhad, any governmental agencies set up to acquire financings, information-sharing database amongst financial institutions and any industry association of which the Bank is a member;
- (j) to any person to comply with any court order or request from an Authority, including Authority having jurisdiction over the Cardholder;
- (k) to any of our business and product partners in relation to any product, service, and/or transaction which you conducted or are the subject of;
- (l) to any potential assignee, transferee, guarantor and/or security provider of the Cardholder, prospective or otherwise;

- (m) to any person the Bank believes in good faith to be tendering payment for monies on the Cardholder's behalf;
- (n) to any person who is assisting the Bank in recovering any monies due from the Cardholder;
- (o) to any person in relation to a due diligence process for a proposed sale, merger and acquisition, approved by the board of directors of the Bank;
- (p) to any person the Bank considers necessary for the purposes of prevention, detection, investigation, and reporting of a crime, actual or suspected;
- (q) to any person the Bank considers necessary for the purpose of facilitating exchange of information amongst financial institutions in relation to prevention, detection, investigation and reporting of fraud, mule accounts and financial scams, actual or suspected;
- (r) to actual or potential assignee, novatee, transferee, or any party acquiring an interest in or assuming risk in relation to any of the Bank's rights and/or obligations;
- (s) to any provider of credit protection in relation to the Bank's rights and/or obligations;
- (t) to any person as may be required or permitted under the laws of Malaysia, such as Schedule 11 to the Islamic Financial Services Act 2013;
- (u) to any person under a duty of confidentiality to the Bank;
- (v) to any of our third-party reward, loyalty, co-branding, and privilege providers or partners;
- (w) announcement on our website and media outlets, including social media, if you are a winner of any of our campaigns or contests as consented to by you;
- (x) to any referral partner, lead aggregator or aggregator whom you have authorized to disclose your information;
- (y) to any data consumer pursuant to an open finance arrangement whom you have authorized to disclose your information;
- (z) to any person authorized by the Cardholder; and
- (aa) to such parties as provided in the Bank's Personal Data Protection Notice available at <https://www.alrajhibank.com.my/>.

18.4 **Marketing and promotion.** Where the Cardholder has consented to sharing of information for marketing and promotional purposes (such consent may be demonstrated by clicking "yes", "accept", ticking any relevant checkbox or enabling the marketing and promotions flag), the Bank shall be authorized to collect, process, transfer

and disclose (including transfer and disclosure of such information outside of Malaysia) Customer Information and personal data in connection with the following purposes, including any incidental or associated purposes:

- (a) marketing or promoting products and services including those offered by our strategic partners; and
- (b) to understand your needs and to communicate with you on products and services which may be of interest to you;

and that Clauses 18.2 and 18.3 shall apply.

18.5 **Further processing.** The Cardholder agrees and consents to the Recipient who is a third-party service provider to the Bank, whether located within or outside Malaysia, to use, store, process, transfer and disclose Customer Information provided that the Bank subjects such Recipient to appropriate duty of confidentiality to the Bank.

18.6 **Transfer out of jurisdiction.** The Cardholder agrees and consents to the transfer, use and storage of its Customer Information to other jurisdictions provided that the transfer, use and storage are undertaken in accordance with Applicable Laws.

18.7 **Complete consent.** The Cardholder agrees that its consent for the disclosure of Customer Information as provided in this Clause 18 constitutes its consent for any such disclosure for the purposes of any requirement, whether statutory, contractual or otherwise and no further permission, authorization or consent is required in relation to such disclosure. The Cardholder confirms that its consent shall remain in full force and shall survive the termination of any banking relationship with the Bank.

18.8 **Withdrawal of consent.**

- (a) If at any time the Cardholder no longer agrees or accepts this Clause 18 (save for Clause 18.4), the Cardholder shall promptly update the Bank in writing or through channels made available by the Bank to withdraw the Cardholder's agreement or acceptance of this Clause 18 (save for Clause 18.4). However, as this Clause 18 (save for Clause 18.4) is integral to the Bank complying with our obligations to the Cardholder and the Bank's regulatory obligations, the Cardholder's decision to withdraw his or her agreement or acceptance of this Clause 18 (save for Clause 18.4), may result in the Bank being unable to establish or continue the banking relationship with the Cardholder, or to provide or continue any Credit Card-/i product and services to the Cardholder. As such, the Cardholder shall promptly discontinue his or her access or usage of the Credit Card-/i product and services. The Bank reserves the right to (i) suspend, limit, or terminate any Credit Card-/i

product and services; (ii) suspend or terminate the banking relationship with the Cardholder; and/or (iii) take actions necessary for the Bank to meet its regulatory obligations.

- (b) If at any time the Cardholder no longer agrees or accepts Clause 18.4, the Cardholder shall promptly update the Bank in writing or through channels made available by the Bank to withdraw the Cardholder's agreement or acceptance of Clause 18.4. However, the Cardholder's decision to withdraw his or her agreement or acceptance of Clause 18.4 may limit the Bank's ability to provide additional value-added services to the Cardholder. For clarity, the Bank shall be entitled to act in accordance with the Cardholder's prior agreement or acceptance unless and until the Bank has received up-to-date instruction of any revocation or change and have had sufficient opportunity to act on the same.

18.9 **Data breach notification.** We are obliged to comply with Applicable Laws relating to data breach notification. Where we have reason to believe that a data breach has occurred and such breach causes or likely to cause any significant harm to you (as defined by Applicable Laws), we shall notify you of the breach by way of a written notice (i) issued directly to you by email, facsimile, SMS, electronic messaging channel or postal services based on the contact information in our record; (ii) published on the Bank's website; (iii) published on the Bank's internet banking or mobile banking platform; (iv) posted at the Bank's branches, or (v) any other mode permitted by Applicable Laws. Where we are unable to identify the specific customer(s) who are affected by the breach, we may proceed with a public announcement and prominent notice posted at the Bank's branches and website.

18.10 **Data Portability and Open Finance**

- (a) **Open finance.** The Cardholder agrees that any request or consent by the Cardholder for the Bank to transfer or disclose any Customer Information pursuant to an open finance arrangement shall only be made in accordance with the Applicable Laws and the relevant rules, standards and operating procedures of the open finance platform and the Bank shall be authorized to act on such request or consent transmitted to the Bank.
- (b) **Validating your consent.** To validate the authenticity of your request or consent pursuant to an open finance arrangement, we may subject your request or consent to further confirmation in such manner as we may specify from time to time. We may, unless prohibited by law, refuse to act on any such request or consent until we receive such confirmation satisfactory to us.
- (c) **Revoking a consent to open finance.** If you would like to revoke your consent, you shall promptly update us through the specific channels made available by us on consent revocation. For clarity, we shall be entitled to act in accordance with your

prior request or consent unless and until we have received up-to-date instruction from you of any revocation or change and have had sufficient opportunity to act on the same.

- (d) **Data portability.** The Cardholder agrees that any data portability request by the Cardholder for the Bank (as a data controller) to transfer or disclose personal data to another data controller of the Cardholder's choice shall only be made in accordance with the Applicable Laws in relation to data portability. The Cardholder agrees that the right to data portability can only be exercised where the transmission of personal data from the Bank (as a data controller) to the receiving data controller is technically feasible. The Cardholder agrees that the right of data portability can only be exercised over a limited scope of personal data mandated by the Applicable Laws in relation to data portability.
- (e) **Fees and Charges.** Unless prohibited by law, the Bank may charge a fee for processing any data portability request or any request or consent by the Cardholder for the Bank to transfer or disclose Customer Information pursuant to any open finance arrangement.
- (f) **Liability.** Unless prohibited by law, the Bank shall not be liable to the Cardholder for any losses, damages, expenses, costs, or charges whatsoever that the Cardholder incurred arising out of or in connection with the Bank acting on the Cardholder's request or consent pursuant to any open finance arrangement or any data portability request, save and except where the losses or damages are caused by the Bank's gross negligence, willful default, or fraud.

19. DATA PRIVACY

- 19.1 **Consent.** In respect of the Cardholder's personal data (as defined under the Personal Data Protection Act 2010), the Cardholder agrees and consents to the Bank processing, transferring and/or disclosing such information in accordance with the Bank's Personal Data Protection Notice available at <https://www.alrajhibank.com.my/> as amended from time to time.
- 19.2 **Consent of third party.** Where the Cardholder has collected and shared with the Bank information of another person by reason of or incidental to the provision of the Credit Card-*i* product and services by the Bank, the Cardholder represents that he or she has obtained the agreement and consent from such person and have complied with all Applicable Laws, to enable the Bank to process, disclose, store and transfer such information. The Cardholder confirm that a copy of the Personal Data Protection Notice was given to such person and such person has consented to the processing of their personal data.

20. ANTI-MONEY LAUNDERING LAWS

20.1 **AML Representations.** The Cardholder represents and warrants that:

- (a) the Cardholder is the principal obligor in relation to the CC-*i* Facility;
- (b) no person other than the Cardholder has or will have any interest in the CC-*i* Facility; and
- (c) all monies which will be paid to the Bank, all collateral and/or guarantees in favour of the Bank to secure the CC-*i* Facility shall come from a lawful source of activity and not from any unlawful activities.

20.2 **AML Undertakings.** The Cardholder hereby agrees and undertakes irrevocably and unconditionally that:

- (a) the Cardholder shall disclose and furnish to the Bank any information required or deemed necessary and to the satisfaction of the Bank in a timely manner within the period specified by the Bank;
- (b) pending receipt of information by the Bank from the Cardholder and until received and verified thereof to the satisfaction of the Bank and or relevant Authority, the Bank shall neither be obliged to proceed with any transactions or disbursements nor accept any monies, funds or collateral ("**Assets**"). In relation to Assets already in the possession of the Bank, the Bank shall be entitled (and authorized) to retain the Assets for the time being; any Assets requested to be returned to the Cardholder or any security party shall be returned to the Cardholder or security party after the Bank receives satisfactory clearance from the relevant Authority;
- (c) the Cardholder will not use the Credit Card-*i* product and services for money laundering or violate any Anti-Money Laundering Laws;
- (d) the Cardholder will comply the Bank's due diligence requirements and that the Bank reserves the right to decline or terminate relationship based on the outcome of the due diligence;
- (e) where required, the Bank may request for additional information to fulfil regulatory requirements and request the Cardholder's cooperation to furnish the same; and
- (f) in the absence of adequate documentation to support any transaction(s), the Bank has the discretion to without assigning any reason thereto to refuse and/or to cancel and/or to decline any transaction if the Bank is not satisfied with any information requested above and/or details provided by the Cardholder in support of such transaction.

- 20.3 **Bank not liable.** In no event shall the Bank be liable for any direct, indirect, consequential or any losses whatsoever or howsoever arising or by reason of the exercise of their duties under Anti-Money Laundering Laws. The Cardholder shall indemnify and keep the Bank fully indemnified and shall cause the security party to indemnify the Bank and keep the Bank fully indemnified (on full indemnity basis) for any losses, damages, costs, fees and charges incurred by the Bank as a result of contravention by the Cardholder and/or any security party of the provisions of the Anti-Money Laundering Laws.
- 20.4 **Cardholder remains liable.** In the event the payment and/or repayment of the CC-/Facility and all other monies due and payable thereto or any part thereof by the Cardholder and/or any security party is found to be from an unlawful source or activity, the Cardholder hereby agrees and acknowledges that any release and the discharge of the Cardholder's obligations shall be automatically deemed to be invalid and the Cardholder shall continue to be liable to the Bank notwithstanding any document(s) issued and/or executed by the Bank to discharge and release the Cardholder.

21. CONSENT FOR CREDIT AND BACKGROUND CHECK

21.1 The Cardholder irrevocably authorizes and consents to the Bank and its officers to do the following:

- (a) to carry out background checks, credit checks, obtain reports, and/or verification at any time and from time to time, with or from sources as the Bank may deem fit, including but not limited to:-
- (i) any credit reporting agency or any credit reference agency;
 - (ii) any credit bureau;
 - (iii) any fraud bureau;
 - (iv) any information-sharing database by financial institutions; and/or
 - (v) the Cardholder's auditors, bankers, and employer
- (collectively, "**External Party**");
- for purposes of:-
- (vi) evaluating the Cardholder's creditworthiness;
 - (vii) assessing the Cardholder's application for Credit Card-/i product and services;
 - (viii) reviewing or monitoring on the Cardholder's Transaction or relationship with the Bank;
 - (ix) for any purpose related to debt recovery;

- (x) for any purpose related to fraud prevention and fraud detection;
 - (xi) for any purpose related to or in connection with the Credit Card-/ product and services; and/or
 - (xii) for any other purpose that is required or permitted by Applicable Laws.
- (b) to disclose the Cardholder's information, information relating to the Credit Card-/ product and services or information related to the Cardholder's relationship with the Bank, at any time and from time to time, within and outside of Malaysia, to such External Party to enable the Bank to complete the said purpose.
- 21.2 The Cardholder irrevocably authorizes and consents to the External Party to process and release his or her information and report to the Bank from time to time for the said purposes. The Cardholder further authorizes and consents to the fraud bureau, credit reporting agency and credit reference agency to disclose his or her information to its subscribers for purposes of fraud detection and fraud prevention.
- 21.3 The Cardholder irrevocably authorizes and consents to Bank Negara Malaysia to disclose his or her credit information to other financial institutions, credit reporting agency and credit reference agency and such other persons as Bank Negara Malaysia considers necessary from time to time for purposes as stipulated under section 47(2) of the Central Bank of Malaysia Act 2009. The Cardholder further authorizes and consents to the recipient to access and use such credit information for the same purposes as stipulated under section 47(2) of the Central Bank of Malaysia Act 2009.
- 21.4 Save and except for the Bank's gross negligence, willful default, or fraud, the Bank shall not be liable for any and all losses, liabilities, costs, expenses, damages, claims, actions, or proceedings of any kind whatsoever (whether direct, indirect, or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) in connection with:-
- (a) any statement, misstatement, inaccuracy or omission of any type or manner contained in the information provided by the External Party; and/or
 - (b) relying on such information provided by the External Party.
- 21.5 Where the Bank requires any such processing to be further processed by its head office or any processing center located outside Malaysia, the Cardholder hereby consents to the External Party to make such disclosure of information/report to such locations outside Malaysia.



22. INSTRUCTION

- 22.1 You authorize us to act upon any of your instruction, in relation to the Credit Card-/product and services made available by the Bank, made in the mode, manner and accordance with the conditions prescribed by or acceptable to the Bank.
- 22.2 All your instructions shall remain effective for the protection of the Bank for payments made or instructions carried out in good faith in spite of death, bankruptcy or the revocation of any such instructions by any means by the Cardholder, until written notice with documents evidencing such death, bankruptcy, or such revocation is received by the Bank and the Bank is given sufficient opportunity to act on such notification.
- 22.3 We may require that your instruction be confirmed in such manner as we may specify from time to time and we may in our discretion and without notice refuse to act on any such instruction until we receive such confirmation satisfactory to us.
- 22.4 The Bank may also refuse to act on your instruction for any circumstances mentioned in Clause 11.3.
- 22.5 Where you are permitted (in the absolute discretion of the Bank) to provide us with instruction: (i) verbally through telephone or mobile phone; or (ii) in writing through courier, postal services, facsimile, email or other electronic means, and have requested for instruction to be provided in such manner, you agree that the Bank is authorized to act on such instruction which we in good faith believes to be made by you. We may, but is not obliged, perform further checking to confirm the authenticity of the instruction. You bear the risks of instruction given in this manner including the risk of such instructions being given by unauthorized persons and/or any error, loss or delay resulting from the use of telecommunication devices, networks or electronic means. You undertake to keep the Bank fully indemnified against any claims for damages, losses, expenses, charges and costs which may be made against the Bank by reason of us acting on the instruction save and except where the losses or damages are caused by the Bank's gross negligence, willful default or fraud.
- 22.6 The Bank may choose (but is not obliged) to record the Cardholder's verbal instructions and/or telecommunication with the Bank. The Cardholder consents to such recording if the Cardholder contacts the Bank in person or by electronic means. Any recording the Bank makes is the Bank's property and shall be binding on the Cardholder.
- 22.7 You authorize us to act upon any of your instruction in relation to the Credit Card-/product and services provided to us through our Electronic Banking Channel or any of your instruction (whether or not generated by the Electronic Banking Channel) which is confirmed or approved using the Electronic Banking Channel or Security Credentials



generated by the Electronic Banking Channel. Your instruction given to us through any of our Electronic Banking Channel is subject to the terms and conditions governing the use of such Electronic Banking Channel.

23. SUSPENSE AND NEW OR SEPARATE ACCOUNT

23.1. **Suspense account.** To ensure that the Bank is able to claim the full amount of any debt due to it, the Bank may place any monies received, recovered or realized in a separate account for the Cardholder without any obligation to use it to discharge all or any part of the debt owing to the Bank.

23.2. **New account.** If the Cardholder shall or cause to execute or create any further or subsequent encumbrance over any of its assets in favor of any other corporation, person(s) of which the Bank shall receive notice, either actual or constructive, the Bank may on receiving such notice, forthwith open a new or separate account with the Cardholder in its books and if the Bank does not in fact open such new or separate account(s), the Bank shall nevertheless be deemed to have done so at the time when the Bank received or was deemed to have received such notice and as from and after such time, all payments to the account made by the Cardholder to the Bank shall (notwithstanding any legal or equitable rule or presumption to the contrary), be placed or deemed to have been placed to the credit of the new or separate account(s) so opened or deemed to have been opened and shall not go in reduction of the amount due by the Cardholder to the Bank at the time when the Bank received or was deemed to have received the aforesaid notice. Provided always that the provisions of this Clause shall not prejudice the security otherwise available under these Credit Card-*i* Terms and Conditions for the payment of the monies payable by the Cardholder notwithstanding that the same may become due or owing or be incurred after the time when the Bank received or were deemed to have received the aforesaid notice.

24. SET-OFF

The Bank may whether before or after the termination of the CC-*i* Facility, if notice is required by law with seven (7) calendar days' prior notice or if no notice is required by law then without prior notice, combine, consolidate or merge all or any of the Cardholder's accounts (including joint account) and the Bank may set off or transfer any sum standing to the credit of any such accounts in or towards satisfaction of any of the Cardholder's liabilities to the Bank under the CC-*i* Facility (whether actual, contingent, present or future, incurred solely or jointly) and may do so notwithstanding that the balances on such accounts and the liabilities may not be expressed in the same currency and the Bank is hereby authorized to effect any necessary conversion at the Bank's own rate of exchange



then prevailing or at such rate of exchange then available to the Bank. Pending set-off, the Bank the right to withhold and suspend payment of any monies from the credit balance of your account(s). If indebtedness is contingent in nature, the Bank may withhold such amount of credit balances, to the extent necessary to cover such contingent liability.

25. NO IMPACT ON LIABILITIES

The securities, liabilities and/or obligations created by the CC-/i Facility and any security document shall continue to be valid and binding for all purposes whatsoever notwithstanding any change whether by reason of bankruptcy, death or insanity of the Cardholder, the guarantor and/or security provider.

26. RIGHTS CUMULATIVE, NO WAIVER

26.1. **Rights cumulative.** The rights of the Bank in relation to the CC-/i Facility are cumulative and may be exercised as often as it considers appropriate and are in addition to its rights under any Applicable Laws.

26.2. **No waiver.** No act, omission, failure or delay by the Bank in exercising any power, right or remedy of the Bank in relation to the CC-/i Facility shall be taken as a waiver by the Bank unless the waiver is confirmed by the Bank in writing. The Bank's acceptance of late payments or partial payments or payment by cheques or money orders marked as constituting payment in full or any waiver by the Bank of its or rights indulgence granted to the Cardmember shall not operate to prevent the Bank from enforcing any of its rights under these Credit Card-/Terms and Conditions to collect the amounts due hereunder nor shall such acceptance operate as consent to the modification of these Credit Card-/Terms and Conditions.

26.3. **No restriction.** No defective, single or partial exercise of any rights, power or privilege hereby conferred on the Bank and no act or course of conduct or negotiation on the part of the Bank or on its behalf shall in any way preclude the Bank from exercising any such right or constitute a suspension or any variation of any such right.

27. ENFORCEMENT COST AND EXPENSES

Subject to any limit imposed by Applicable Laws, you agree to bear all the necessary costs and expenses (including costs and expenses on solicitors-and-client basis) incurred by the Bank in perfecting and enforcing its rights under these Credit Card-/Terms and Conditions, the Additional Documents and the Supplementary Terms and Conditions and will pay such



costs and expenses as requested by the Bank. You authorize us to deduct from the credit balance in your account(s) towards payment of such costs and expense.

28. NOTICES & SERVICE OF LEGAL PROCESS

28.1. **Modes of communication.** The Bank may give the Cardholder a notice, demand or correspondence in connection with the CC-/Facility in writing by:

- (a) delivering it personally;
- (b) sending it by ordinary post, courier, registered post;
- (c) sending it by facsimile, SMS or email; or
- (d) sending it through our Electronic Banking Channel,

to the contact information in our record. You shall promptly inform the Bank in writing of any changes in your address, telephone, mobile phone, facsimile number and email address and such change shall be effective once the Bank has received the notice and has had sufficient opportunity to act on the same. We may also publish notices to customers on our website and/or at our branches.

28.2. **Time of delivery.** The Cardholder shall be deemed to have received the notice or correspondence from the Bank:

- (a) if it is personally delivered, at the time of delivery;
- (b) if sent by facsimile or email or other written forms of electronic communication, on the day of dispatch;
- (c) if sent by post or courier, on the fifth (5th) business day after posting;
- (d) if sent via Electronic Banking Channel, at the time of delivery; or
- (e) if it is made available on our website or branches, at the time of publication.

28.3. **Legal process.** The service of any legal process pursuant to any rules of courts and any courts of competent jurisdiction may be given by prepaid registered or ordinary post sent to the Cardholder's address set out in the application form or such other address the Cardholder subsequently notify the Bank of in writing and such legal process shall be deemed to have been duly served after the expiration of five (5) business days from the date it is posted and if delivered by hand, on the day it was delivered.



- 28.4. No change in the address of the Cardholder howsoever brought about shall be effective or binding on the Bank unless actual notice of the change of address has been given to the Bank.

29. ELECTRONIC SIGNING AND DELIVERY

- 29.1. The Bank has the discretion to permit Application Documents and/or any other document related to the CC-*i* Facility requiring a signature to be signed by the Cardholder electronically in accordance with the Electronic Commerce Act 2006 or Digital Signature Act 1997. Such electronic signature shall have the same force and effect as a handwritten signature of the Cardholder.
- 29.2. The Bank has the discretion to accept delivery of the Application Documents and/or any other document related to the CC-*i* Facility (including for avoidance of doubt, a document bearing the Cardholder's handwritten or electronic signature) by electronic means. Such electronic delivery shall have the same force and effect as if the original document has been physically delivered to the Bank. Notwithstanding the electronic delivery, the Bank shall have the right at any time to request that the Cardholder delivers the original document.

30. ASSIGNMENT

The Cardholder shall not assign or transfer any of its rights, benefits or obligations without the prior written consent of the Bank. The Bank has the right to assign or transfer any of its rights, benefits or obligations without the prior written consent of the Cardholder.

31. FEES AND CHARGES

The Bank shall be entitled to impose fees and charges for any of its services provided to the Cardholder. All taxes, fees and charges may be debited from the CC-*i* Account. Please visit our website <https://www.alrajhibank.com.my/> or our branches for full list of fees and charges. The Bank may vary the fees and charges by adhering to Clause 1.4.

32. UNCLAIMED MONIES

Any credit balance in the CC-*i* Account which is not operated for a period of 7 years will be remitted to the Registrar of Unclaimed Monies pursuant to the Unclaimed Monies Act 1965, following which the CC-*i* Account will be closed. The Cardholder will be required to apply directly to the Registrar of Unclaimed Monies for any return of unclaimed monies.



33. PAYMENT IN GROSS

Unless otherwise agreed, all sums payable by the Cardholder shall be paid free and clear of, and without withholding or deduction for, any taxes of whatsoever nature imposed, levied, collected, withheld or assessed by any authority having power to tax, unless the withholding or deduction of such taxes or duties is required by law. In that event, unless otherwise agreed, the Cardholder shall pay any additional amounts as shall result in the net amounts receivable by the Bank (after taking account of that withholding or deduction) being equal to an amount as would have been received by the Bank had those taxes not been required to be withheld or deducted.

34. CONCLUSIVE EVIDENCE

A statement or certificate signed by an officer of the Bank as to the monies for the time being due and owing to the Bank from the Cardholder shall be conclusive evidence save for manifest error but nothing in this Clause shall preclude the Bank from correcting any error or discrepancy in such statement or certificate and issuing a substitute statement or certificate.

35. SEVERABILITY

If any provision of these Credit Card- /Terms and Conditions, Additional Documents or Supplementary Terms and Conditions becomes for any reason whatsoever invalid, illegal or unenforceable, it shall be severable from that document and shall be deemed to be deleted from it and the validity of the remaining provisions shall not be affected in any way.

36. SUCCESSORS

These Credit Card- /Terms and Conditions, Additional Documents or Supplementary Terms and Conditions are binding on the heirs, personal representatives, estate, and successors-in-title of the Cardholder and on the successors-in-title and assigns of the Bank.

37. INDEMNITY

Save and except gross negligence and willful misconduct on the part of the Bank and/or its employees and to the extent as permitted by Applicable Laws, the Cardholder undertakes to fully indemnify the Bank against all claims, reasonable costs and expenses (including legal fees), damages, liabilities and losses which the Bank may suffer or incur directly or indirectly as a result of, or in connection with, or arising out of (a) any Credit

Card-*i* product and services; (b) any transaction effected or purportedly effected on the Cardholder's instructions; (c) in the performance of the discretion, powers or duties of the Bank in connection with these Credit Card-*i* Terms and Conditions, Additional Documents or Supplementary Terms and Conditions; or (d) any claim, action, proceeding or investigation related to the these Credit Card-*i* Terms and Conditions, Additional Documents or Supplementary Terms and Conditions (including all costs of enforcement). Such indemnity shall continue notwithstanding the termination of CC-*i* Facility and the termination the applicable terms and conditions.

38. LIMITATION OF LIABILITY

38.1. **Restriction on liability.** We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

38.2. Limitation of our liability

- (a) Except where otherwise required by law or regulation, where any loss or damage suffered by the Cardholder is solely attributed to the recklessness, willful default, negligence or fraud of the Bank or its officers, our sole and entire liability (whether in respect of one or more claims) to you in contract or tort shall not exceed the amount of the transaction which gave rise to the claim or claims or the direct damages sustained, whichever is lower. In no event shall the Bank be liable for any loss of business, loss of profits, earnings or goodwill, loss of data, indirect, consequential, special or incidental damages, liabilities, claims, losses, expenses, disbursements, awards, proceedings and costs regardless of whether the possibility of such losses or damages was disclosed to, or could have reasonably been foreseen by us.
- (b) You shall not hold the Bank responsible for any loss or damage which you may suffer arising from any service failure due to breakdown or malfunction of any computer, network or equipment not under the control of the Bank, attempted or actual acts of terrorism, outbreak of epidemics, natural perils or any circumstances beyond the Bank's control.
- (c) You shall not hold the Bank responsible for any loss or damage which you may suffer when we exercise our discretion or right provided for under these Credit Card-*i* Terms and Conditions, Additional Documents or Supplementary Terms and Conditions.
- (d) You shall not hold the Bank responsible for any loss or damage which you may suffer when we accept and act on your instruction for which we believe in good faith to have originated from you.

- (e) You shall not hold the Bank responsible for any loss or damage which you may suffer due to your breaches of Credit Card-*i* Terms and Conditions, Additional Documents or Supplementary Terms and Conditions, your breaches of Applicable Laws or any forgery or fraudulent activity carried out by you or any other person acting your behalf.
- (f) You shall not hold the Bank responsible for any loss or damage which you may suffer if the Card is not accepted by any Merchant, any ATM, any bank or any member institution of VISA, or due to any mechanical defect or malfunction of any ATM or POS terminal.
- (g) You shall not hold the Bank responsible for any loss or damage which you may suffer due to the amendment, variation, cancellation, suspension and/or withdrawal of any of the rewards, benefits or privileges under the Card.
- (h) You shall not hold the Bank responsible for any loss or damage which you may suffer due any activation or de-activation of any self-service security feature.
- (i) You shall not hold the Bank responsible for any loss or damage which you may suffer due to the Bank breaching any obligation imposed on it by applicable laws and regulations which does not expressly grant a private right of action for relief to the Cardholder unless the Bank has expressly assumed such obligation by way of contract.
- (j) You shall not hold the Bank responsible for any loss or damage that you may suffer, or for any injury to your credit, character and reputation in connection with the repossession of any Card or request for its return or the termination of any CC-*i* Facility.

38.3. **This Clause survives termination.** Each of the provision in this Clause is to be construed as a separate limitation surviving the termination of the Credit Card-*i* product and services.

38.4. **Rewards, privileges and benefits.** Any arrangement between the Bank with its business partners to provide rewards, privileges and benefits to you are subject to change. The Bank shall not be liable for any claims arising from harm or dissatisfaction from their use or misuse. The Bank disclaims all warranties given by the said business partners, both expressed and implied, including, but not limited to any implied warranty of merchantability and warranty of fitness for purpose. Save and except gross negligence and willful misconduct on the part of the Bank and/or its employees and to the extent as permitted by Applicable Laws, the Cardholder undertakes to fully indemnify the Bank against all claims, reasonable costs and expenses (including legal fees), damages, liabilities and losses which the Bank may suffer or incur directly or indirectly as a result of, or in



connection with, or arising out of the Cardholder's utilization of these rewards, privileges and benefits.

39. TAX COMPLIANCE

- 39.1. You are solely responsible for understanding and complying with your tax obligations in any jurisdiction which they may arise in relation to your use of the Credit Card-*i* product and services. The Bank does not provide tax or legal advice. You are advised to seek independent legal and tax advice.
- 39.2. To comply with Financial Crime Prevention Laws, the Bank is required as part of our Financial Crime Compliance Activity to collect and report to relevant tax Authority information about you. The relevant tax Authority may further exchange your information with other tax authority of another jurisdiction. You agree to provide us with such information and document as we may require from time to time relating to your tax residency. You undertake that the information and document furnished are true, correct and complete. You shall inform the Bank promptly and no later than 30 days if there are any changes to these information and document supplied to the Bank. Where you fail to respond to our request for information, we may (i) take actions necessary for us to meet our obligation under the Financial Crime Prevention Laws; and we may also (ii) delay, suspend, limit, refuse, terminate, or cancel (as the case may be) any application for accounts, products, or services, Cardholder's instruction, Cardholder's transaction or the provision of all or part of any account, product or service; and we may (iii) have to make our own assessment with respect to the your tax status.

40. REVERSALS AND BANK'S RIGHT TO DEBIT

- 40.1. You agree that we reserve the right to debit your CC-*i* Account(s) without notice when we need to recover funds credited earlier under any one the following scenarios:
- (a) payment by mistake caused by the sender;
 - (b) erroneous payment made by the sender's bank due to technical or operational errors that are no fault of the sender;
 - (c) erroneous payment by the payment system operator which may be due to technical or operational error;
 - (d) unauthorized or fraudulent payment instructions that were not initiated by the sender;

- (e) payment effected as a result of a forged instrument, unlawful or fraudulent activities;
- (f) payment instructions which have been induced by dishonest or fraudulent means for the benefit of a party other than the party intended by the sender;
- (g) our crediting your account by error;
- (h) when the relevant cheque, instrument, payment order or instruction is subsequently returned unpaid or cannot be presented or cleared due to loss or destruction or misplaced in the process of presentation; or
- (i) amount previously credited to your account in relation to cheque which is dishonored.

If there are insufficient funds in the account(s) to pay all such sums, you owe and must pay us the full amount of such deficiency immediately.

40.2. When we reverse a payment into your account by reason of the preceding paragraph, we shall not be liable for any loss suffered by you.

40.3. We may also debit your CC-*i*Account without notice for the following reasons:

- (a) in accordance with your instruction (including all purchases and Cash Withdrawal made by the Cardholder);
- (b) payment of monthly installment;
- (c) payment of fees and charges;
- (d) payment of late payment compensation;
- (e) payment of taxes, stamp duty, levies and government charges;
- (f) payment of all legal costs, charges and expenses which we may incur in enforcing or seeking to enforce these Credit Card-*i*Terms and Conditions,
- (g) if required by Applicable Laws;
- (h) compliance with court orders or request from Authority; or
- (i) the Bank undertaking Financial Crime Compliance Activity.

40.4. When exercising our right to debit under this Clause, we will give you prior notice if we are required by Applicable Laws to do so. Otherwise, we may provide notice (either prior or subsequent) at our reasonable discretion and such notice may include an entry in your CC-*i*Statement of Account.



41. TIME OF THE ESSENCE

Time wherever mentioned shall be the essence of in these Credit Card-/ Terms and Conditions.

42. CUSTOMER COMPLAINTS AND PROCEDURES

42.1. If you have any enquiries, you may call us or write to us at:

Customer Care
Level 8, Integra Tower,
348, Jalan Tun Razak,
50400 Kuala Lumpur
Telephone: 03-2332 6000
E-mail: customersupport@alrajhibank.com.my
Website: www.alrajhibank.com.my

42.2. If you wish to complaint on the products or services provided by us, you may contact us at:

Customer Resolution,
Level 8, Integra Tower,
348, Jalan Tun Razak,
50400 Kuala Lumpur
Telephone: 03-2332 6000
E-mail: customer.resolution@alrajhibank.com.my
Website: www.alrajhibank.com.my

You are advised to refer to our website for information on our customer complaint handling procedure.

42.3. If your query or complaints is not satisfactorily resolved by us, you may contact Bank Negara Malaysia LINK or TELELINK at:

4th Floor, Podium Bangunan AICB,
No. 10, Jalan Dato' Onn,
50480 Kuala Lumpur.
Tel: 1-300-88-5465
Fax: 03-2174 1515
Email: bnmtelelink@bnm.gov.my

or you may refer the complaint to the Financial Markets Ombudsman Service (FMOS).

43. PRIOR REPRESENTATION

These Credit Card-*i*Terms and Conditions shall supersede all prior and contemporaneous oral or written communications between the parties relating in any way to the subject matter hereof. The Cardholder is not relying upon any prior oral representation made by the Bank or its agent in accepting these Credit Card-*i*Terms and Conditions.

44. GOVERNING LAW AND JURISDICTION

These Credit Card-*i*Terms and Conditions and the CC-*i*Facility shall be governed by, and construed in accordance with, the laws of Malaysia. The Cardholder submits to the exclusive jurisdiction of courts of Malaysia.
